

**CYNGOR CYMUNED YR YSTOG
CHURCHSTOKE COMMUNITY COUNCIL**

2 Rowes Terrace, Plough Bank, Montgomery, Powys. SY15 6QD

RULES FOR TENANTS OF ALLOTMENT GARDENS

Purpose

These rules are supplementary to the Tenancy Agreement and are intended for the general good (of allotments holders, visitors and the Council) by facilitating the day to day smooth operation of the allotments. They may be varied from time to time by the council.

Rules

The tenant shall during the tenancy undertake to abide by the following rules:

1. to abide by the terms of the Allotments Acts, by the terms of the Tenancy Agreement, and by these allotment rules
2. to use the Allotment Garden for its purpose as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose including any trade or business
3. shall not endanger or put at risk the safety of others occupying or visiting the allotments, and shall damage the allotment or produce or other property of allotments holders or visitors
4. shall keep the soil clean and free from noxious contaminants, livestock carcasses, and weeds and in a good state of cultivation and fertility and in good condition.
5. not cultivate controlled drugs and poisonous plants nor cultivate any plants, likely to be detrimental to the Allotment Garden or other persons or property or holdings of other allotment tenants
6. shall not light fires on allotments or within the general allotments area
7. not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
8. not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
9. shall not erect any signs, advertisements or notices.
10. shall not install or dig ponds or ditches
11. shall not deposit or allow others to deposit on the allotment garden any refuse or decaying matter (except manure or compost in such quantities as may reasonably be required for use in cultivation) and not to place any such matter in any hedges ditches dykes situate in then allotment site or any adjoining land.
12. shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
13. shall not use synthetic carpet on the allotment
14. shall not keep any livestock or fowl on the Allotment Garden except for rabbits or hens (but not cockerels), subject to the payment of the appropriate element of the amenity charge, and with the prior written permission of the Council. Any carcasses shall be disposed of according to the appropriate legislation.
15. shall keep every part of the boundary of the Allotment Garden Plot properly cut and trimmed.

16. shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the allotment gardens.
17. shall not to install any water container without the prior written consent of the Council and to ensure that all water containers and open water sources are covered at all times
18. shall not without the written consent of the Council erect any building or structure on the Allotment Garden, and shall be responsible for the removal of any building or structure on or before the termination of the tenancy. Garden Sheds shall be no greater than 6ft x 4ft ground area. Green houses are permitted providing they are, not in the opinion of the council, excessive in size.
19. shall allow any duly authorised representative of the Council at any time to enter and inspect the Allotment Garden, at all reasonable times
20. shall ensure any dogs are secured with a lead except when confined within the tenant's own plot, and to clean up any dog fouling
21. shall not lock any access gate to the allotment gardens without the prior written permission of the Council or using any means other than that issued by the Council. The Tenant shall not issue compromise security by issuing copy-keys or disclosing lock combinations
22. shall keep all shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by the Council.
23. shall not plant trees other than dwarf fruit trees on the Allotment Garden.
24. shall not use any water supply which may be made available for use by tenants of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden.
25. shall not use the Allotment Garden for residential purposes.
26. Notwithstanding allotment holding by educational institutions, to permit only children of the family of the allotment holder on the allotment and to keep these children under close supervision and control at all times.
27. shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the tenant.
28. shall refer to the Council any disputes over the terms of the Tenancy Agreement or these Rules
29. shall be represented collectively if being a member of a local Churchstoke Allotment Association recognised by the council as the representative body of allotment holders.

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