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High Peak Borough Council
working for our community

Management Agreement for Allotment Gardens operated by third parties

General Conditions

The Allotment Group/Association and their members must comply with the following conditions:-

1 To keep the allotment garden including communal areas clean. To keep the allotment garden in cultivation, weeds kept under control and plots kept tidy. No rubbish or items which do not serve a useful gardening purpose are to be brought onto the plots or any part of the allotment.

2 Not to cause any nuisance or annoyance to the occupier of any other allotment or any other person, or obstruct any path within the allotments.

3 Not to sub-let or part with the possession of the allotment.

4 Not to cut or prune any timber or trees without written permission of High Peak Borough Council or to take, sell or carry away any soil, mineral, gravel, sand or clay.

5 Where appropriate to keep hedges forming the boundary of a plot or the allotment garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences, gates or paths on the allotment.

6 Not to plant any standard trees without the prior permission of the High Peak Borough Council.

7 Where provided, to keep the post showing the number of the allotment prominently displayed.

8 Not to use the site/plots for any purpose other than that of an allotment garden or otherwise than is permitted by any relevant law.

9 Dogs are permitted on the allotment garden but must be on a lead & all faeces should be removed to a suitable disposal site. Incidents involving attacks or injury caused by dogs should be reported to the relevant authorities and the dog should not be allowed back onto the site.

10 Children are welcome on the allotment garden if accompanied by a responsible adult and with the permission of their parents or guardians.

11 Pesticides and fertilizers used on the allotments must comply with all relevant legislation and be applied in accordance with the manufacturer's instructions. Any damage caused by negligent use of pesticides or fertilizers will be the member's responsibility to make good.

12 The Council cannot be held responsible for any loss or damage to property brought onto the allotment garden by the Allotment Group/Association or individual tenants.

13 The Allotment Group/Association should make provision in their Rules for the resolution of any disputes between their members. The Council will not intervene in member disputes.

Livestock

1 Only the keeping of chickens is permitted on the site subject to them not presenting a nuisance to other allotment users or neighbours of the allotments. The keeping of cockerels is not permitted.

2 The area in which chickens may be kept shall not be more than 1/3 of the total plot and the remaining 2/3 of the plot must be kept in a good state of cultivation.

3 An allotment holder may erect a chicken house or coop in lieu of a shed as described in the section on 'Development' below.

Health and Safety & Insurance

1 The Allotment Group/Association and their members should take all reasonable steps to ensure the allotment garden and plots are safe for all allotment users.

2 The Allotment Group/Association must undertake to obtain adequate public liability insurance on a yearly basis, not less than £5million. A copy of the appropriate insurance certificate should be provided to High Peak Borough Council within 30 days of the renewal date.

3 The Allotment Group/Association should undertake a risk assessment relating to hazards associated with the site and their management. This should be reviewed annually and copies should be sent to High Peak Borough Council and be made available to allotment users.

Development

The development rules provide a framework under which High Peak Borough Council have applied for planning permission. This aims to minimise impact of allotments on their neighbours and to protect the allotments as sites for the cultivation of vegetables, fruit and flowers and to avoid domestic development. These rules also seek to ensure that any development on the site does not affect other allotment holders.

1 Sheds & greenhouses/ poly tunnels

A maximum of 1 shed and 1 greenhouse or poly tunnel can be erected on each plot or half plot.

The maximum size of sheds, greenhouses or poly tunnels is 1.8m x 3.0m (approx. 6'x10'). The exact position is to be agreed with the holder of the neighbouring plots and a member of the Allotment Group/Assocation to ensure that other allotment users' use or enjoyment of the site is not adversely affected. Consideration should also be given to the impact of a structure on neighbouring residential properties where appropriate. Sheds should be clad in wood. Greenhouses are to be timber, metal or plastic framed with glass or plastic glazing.

The use of sheds & greenhouses for residential purposes (i.e. sleeping), operating a business or storing of vehicles/equipment not relevant for gardening is not permitted.

2 Raised beds

Raised beds constructed from timber are permitted, up to a maximum height of 450mm (approx. 18").

3 Fencing

Timber post and rail or post and sheep/chicken netting fencing is permitted, up to a maximum height of 1.0m (approx. 3' 6"). The use of barbed wire is not permitted within the allotments.

Quality of Construction / Maintenance

1 All development on the site needs to be well built and maintained. The Council reserves the right to demand the removal of undesirable development erected on allotment gardens that is impacting on other allotment holder's use and enjoyment of the site or neighbouring properties.

2 Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials. The use of all Asbestos products is prohibited.

Inspections

1 The Allotment Group/Association shall devise their own set of Rules relating to the management of the allotment gardens. These must include details relating to inspections / actions to ensure that members are not in breach of their Rules or this Management Agreement.

2 A copy of the Rules should be sent to High Peak Borough Council for approval.

3 The Allotment Group/Association shall permit the Council's representative to enter onto the allotment garden for the purpose of inspection and maintenance when so requested.

4 Where there is any conflict between the Rules and the Council's Management Agreement, the terms of this Management Agreement shall take priority.

Termination of License

(1) The tenancy of the allotment gardens shall terminate whenever the tenancy or right of occupation of the Council terminates.

(2) It may also be terminated by the Council after one month's written notice:-

(a) if the rent is in arrears for forty days or more

OR

(b) if the licensee is not observing the terms and conditions above set out, or if the licensee becomes bankrupt.

(3) The tenancy may also be terminated by the Council by twelve months' written notice, expiring on or before 6 April or on or after 29 September in any year, or in any manner provided by law.

(4) The license may also be terminated by the Council after three months' written notice to expire at any time of the year on account of the allotment being required:-

(a) For any purpose (not being the use of the same for agriculture) for which it was required by the Council or has been appropriated under any statutory provision.

OR

(b) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

(5) Should a licensee wish to terminate their license agreement with High Peak Borough Council then **one months'** notice in writing must be given.