

## ALLOTMENT RULES

OXFORD CITY COUNCIL (the "Council")

Allotments at Botley Meadow and Twenty Pound Meadow

(The "Allotments")



### 1. Application

- 1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotments including any let before these rules come into force. They come into force on the date they are sealed.
- 1.2 In the event of any conflict between these rules and the lease (made between the Council and the Association) the lease will prevail over these rules.

### 2. Assignment

The Allotments as a whole must not be assigned, underlet or parted with. The whole or any part of any allotment must not be assigned, underlet or parted with except for the purpose of an allotment garden.

### 3. Rent

- 3.1 Plot holders must pay the rent when the Association requires.
- 3.2
  - 3.2.1 Rent may be increased on the review dates specified in the tenancy agreement provided the Council takes reasonable steps to give the Association six months' notice.
  - 3.2.2 The Council may serve a notice on the Association proposing a figure for the revised rent.
  - 3.2.3 The Association may serve a counter-notice on the Council within three months of service of the Council's notice specifying the rent proposed by the Association which will not be less than the rent payable immediately before the review date.
  - 3.2.4 At any time after the Association's counter-notice the parties may agree a figure in writing for the revised rent.
  - 3.2.5 If no such agreement has been reached within three months of the date of service of the Association's counter-notice, either party may nominate an independent valuer (acting as an expert and not an arbitrator). In the absence of such agreement the valuer will be nominated by the President of the Royal Institution of Chartered Surveyors on the application in writing by either party. The valuer's decision is final and binding and the costs will be borne equally.

### 4. Cultivation and Use of Allotments

- 4.1 The Association must ensure that the Allotments are used and occupied as allotment gardens and for no other purpose.
- 4.2 The Association must ensure that the Allotments are not used for any trade or business except for the sale of surplus produce.
- 4.3 The Association must make every effort to ensure that the Allotments are kept clean, free from weeds, well manured and maintained in a good state of cultivation and fertility.

4.4 The Association will allow plot holders to remove any perennial crop or fruit bushes planted or purchased by them before the end of their tenancy provided they replace any surface soil disturbed by such removal.

4.5

4.5.1 The Association must make every effort to ensure that plot holders keep all hedges within the boundary of their allotment properly cut and trimmed, keep all ditches, drains and watercourses properly cleaned, and maintain and keep in repair any shed, greenhouse fences, gates and walls on it.

4.5.2 No fruit or other trees may be planted on the Allotment without the written consent of the Association.

4.5.3 The Association must ensure that plot holders keep any trees within the boundary of their allotment properly maintained.

## **5. Bonfires and Other Restrictions**

5.1 The Association must endeavour to ensure that plot holders comply with the Council's Code of Practice on Bonfires.

5.2 The Association must ensure that rubbish or building materials are not deposited on the Allotments and that the Allotments are kept in a tidy condition.

5.3 Any timber, mineral, gravel, sand, earth or clay must not be removed from the Allotments without the written permission from the Council.

5.4 The Allotments may not be used for any illegal or immoral purpose and the Association must endeavour to ensure -that the Plot holders observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotments.

## **6. Lease Covenants**

The Association must ensure that a plot holder of an allotment observes and performs all conditions and covenants contained in any lease under which the Council hold the land that apply to the Allotments.

## **7. Nuisance**

The Association must ensure that plot holders do not cause or allow any nuisance or annoyance to the Council or to the occupiers of any other allotment or to the neighbourhood generally.

## **8. Dogs and other Animals**

8.1 Dogs belonging to plot holders must not be brought into the Allotments unless they are on a lead.

8.2 Dogs belonging to anyone other than a plot holder may not be brought on to the Allotments except on a Public Footpath.

8.3 Animals must not be kept on the Allotments.

## **9. Unauthorised Persons**

The Association must ensure that only the plot holder, or an authorised person is allowed on the Allotments except on a Public Footpath.

## **10. Paths**

- 10.1 The Council reserves all rights of way and other rights existing over the premises.
- 10.2 The Association must not permit any new right of way or any other right to be acquired over the premises.
- 10.3 Paths set out by the Council on the Allotments must be kept clear of obstructions at all times.

## **11. Buildings and Structures**

- 11.1 Buildings must not be erected on the Allotments without the written consent of the Council and subject to the Council's prior approval as to the siting.
- 11.2 Any building or structure which the Council allows on the Allotments must be maintained in a good state of repair and condition to the satisfaction of the Council and if the Council is not satisfied with the state of repair it may order the Association to remove the building or structure within three months of receipt of a notice in writing by the Legal Services Business Manager requiring them to do so.
- 11.3 Petrol, oil, lubricants or other inflammable liquids must only be stored in appropriate buildings authorised by the Association.
- 11.4 The Council is not to be liable for any loss by accident, fire, theft, or damage of any tools or contents in any shed or greenhouse and need not replace any shed or greenhouse which is destroyed or damaged.

## **12. Notice Board**

The Association must ensure that any notice board on the Allotments is maintained in good order.

## **13. Improvements**

No compensation for any improvements mentioned in Part I of the Second Schedule to the Small Holdings and Allotments Act 1908 or for any of the improvements mentioned in Part II of that Schedule as amended by Section 21 and First Schedule to the Small Holdings and Allotments Act 1926 will be paid unless the prior consent of the Council has been obtained.

## **14. Inspection**

- 14.1 Any officer of the Association or member of the Council may enter and inspect any allotment (and any shed or greenhouse on it) at any time upon reasonable notice.
- 14.2 If the state of repair cultivation or condition of the premises is not found to be in a good and proper state and condition, the Association will give or will leave on the premises written notice of such defects to the plot holders. The Association must ensure that the plot holder makes good such defects within three calendar months of the written notice.

## **15. Disputes**

Disputes between the Council and the Association under or in connection with tenancy agreements are to be referred to a single arbitrator (in accordance with the Arbitration Acts 1950 and 1996 or any statutory amendment or re-enactment thereof). The arbitrator will be appointed by agreement. In the absence of such agreement the President of the Royal Institution of Chartered Surveyors will be appointed. No award made under this clause will include any matter compulsorily referred to

arbitration under the Agricultural Holdings Act 1986. The arbitrator's decision is final and binding and the costs will be borne equally.

## **16. Termination**

The Association may terminate allotment tenancies by giving the plot holder six month's written notice or in accordance with the Association's own constitution.

## **17. Change of Address and Notices**

- 17.1 The Association must immediately inform the Council in writing of changes of address of Trustees or officers of the Association.
- 17.2 The Association must ensure that plot holders must immediately inform them in writing of changes of address.
- 17.3 Notices to be served by the Council on the Association may be: a) sent to the Association's address in the tenancy agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered; or b) served on an officer of the Association's Committee or Trustee personally.
- 17.4 Notices served under sub-paragraph 3 above will be treated as properly served even if not received.
- 17.5 Notices to be given to the Council should be sent to the Director of Community Services, Town Hall, St Aldates, Oxford, OX1 1BX or such other address as the Council notifies in writing.

## **18. Interpretation**

- 18.1 In these rules: "the Council" includes any committee of the Council, any employees of the Council or any allotment managers appointed by the Council. "The Association" means any society, trust, company, committee or association which manages the Allotments on behalf of the Council. 18.2 The headings of these rules are not to affect their interpretation.