

## **Ongar Town Council Allotment Rules and Regulations**

The following conditions and rules form part of the tenancy agreement and anyone signing the agreement agrees to be bound by them.

### **DEFINITIONS**

“The Council” means Ongar Town Council and includes any committee of the Council or any Officer appointed by the Council.

“Allotment Garden” or “Plot” means the area of land used primarily for the cultivation of vegetables, fruit, and flowers, which is let to the tenant.

“Allotment Rules” means these rules approved by the Council in April 2026.

“Cultivation” means digging, mulching, pruning, weeding, and planting and is to produce vegetables, fruit, herbs or flowers. It is not sufficient simply to clear weeds without using the area to produce crops and flowers. A lawn does not constitute cultivation.

“Rent” means the annual rent payable for the Tenancy of an Allotment Plot and all amenities provided with it. The rent is set by the Town Council and will be reviewed each year.

“Site” means the entire area of land owned or leased by the Town Council comprising of allotment gardens, paths and roadways. There are two sites for which Ongar Town Council is responsible – Castle Street and Moreton Road. The rules apply to both sites unless otherwise specified.

“Statutory allotments” means parcels of land acquired or appropriated by the local authority specifically for use as allotments. Both sites managed by the Town Council are Statutory Allotments.

“Tenancy Agreement” means the document in the form approved by the Council, confirming the letting of an allotment plot to a tenant.

“Tenancy” means the letting of an allotment plot to a Tenant.

“Tenant” means a person who holds a tenancy of an Allotment plot.

### **1. Application**

1.1 These conditions and rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and subsequent acts and apply to all plots from the date when the new tenancy agreements are signed.

1.2 The Council maintains a database for all allotment plots under its administration. Applicants are selected from a waiting list on a first come, first served basis, preventing any undue preferences. Gender, race, cultural background, sexual orientation, religion, or health is not a barrier to renting an allotment.

## **2. Tenancies and Vacant Allotments**

2.1 All tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. Each plot will be in the name of one tenant only. Groups or organisations must submit a pre-tenancy application for approval by the Council and such tenancies that are granted will be in the name of the organisation but will have one person known as the Principal Tenant, to whom all correspondence will be addressed.

2.2 Joint or shared tenancies are not permitted.

2.3 Vacant plots on a site will be offered by the Council to applicants on the waiting list for that site kept by the Council, except where a plot falls vacant because of the tenant's death and the tenant's spouse, civil partner or immediate family member has expressed a wish to take it over. The spouse, civil partner or immediate family member will then take precedence on the waiting list and be offered the plot.

2.4 Tenants do not need to reside within the parishes of Ongar. However, a higher fee will apply for non-residents.

2.5 If the tenant moves out of the parishes of Ongar during the period of the tenancy, an increased fee will apply from the next renewal date.

2.6 Tenants must be aged 18 years or more.

2.7 Tenants undertake to inform the Council in writing of any intention to withdraw from the tenancy and the resulting vacancy can only be re-allocated by the Council.

2.8 Tenants undertake to inform the Council of any change of address and contact details during the term of the tenancy agreement.

2.9 An Officer of the Ongar Town Council may enter allotment plots for inspection of the plot and any structure on it and full access must be given by the tenant to the Officer at a mutually convenient time. If a mutually convenient time cannot be agreed, then the Officer may inspect alone.

2.10 It is the responsibility of the tenant to inform the Council Office of any issues, which may include but which are not limited to such matters as overhanging trees from adjacent property, fly tipping, dumping of vegetation, stones or any other matter by other allotment holders, potential dangers of any sort around the site and rat infestations.

## **3. Assignment**

3.1 The tenancy of a plot is personal to the tenant. Tenants may not assign, underlet, or part with possession of all or part of their plot.

## **4. Deposit**

4.1 The Tenant is required to pay a refundable deposit of £50.00. This will be forfeited if the plot is not returned to the Council in a reasonable state of cultivation and/or the Council is required to carry out works to render the plot suitable for re-letting

## **5. Rent**

5.1 The rent is due at the commencement of the tenancy and then annually on 1st December thereafter. The tenant must pay the rent in each year during the continuance of the tenancy.

5.2 The rent may be increased in accordance with Section 10 of the Allotment Act 1950 with regards to what a tenant would reasonably be expected to pay. The rent will be reviewed annually by the Council and will come into effect on 1st December of that year.

## **6. Cultivation and Use of Allotment Plots**

6.1 Tenants must use plots for their own personal use and must not carry out any business on them or sell produce from them. The plot shall only be used to grow vegetable and fruit crops and flowers for domestic consumption by the tenant or their family.

6.2 Plots must be kept safe, clean from weeds and maintained in a good state of cultivation and fertility and productive condition.

6.3 Where a tenant fails to maintain a good standard of cultivation, the Council will serve a Notice to Improve, giving 14 days for improvement. Failure to improve the plot will lead to termination of the tenancy.

6.4 On termination of the tenancy, the plot must be left in a clean condition suitable for immediate re-letting. If it is necessary for the Council to carry out works to relet the plot, the tenant may be required to reimburse the Council for reasonable costs.

6.5 The Allotment Rules will be reviewed annually, and any amendments will be binding and effective immediately. The Council will advise tenants in writing of any changes.

6.6 Tenants must comply with all directions given by an Officer of the Council with regard to the content of these rules and the tenancy agreement.

6.7 Tenants are not to cause damage to other tenants' property or crops, nor to the infrastructure of the site including but not limited to roadways, paths, fences, or gates.

6.8 The delivery of bird droppings is not allowed on any site due to health and safety concerns.

## **7. Trees**

7.1 Tenants must not, cut or prune any timber or trees, without the written consent of the Council. The removal of "weed trees" and the carrying out of recognised pruning practices to fruit trees is permitted.

7.2 Tenants must not plant any non-fruit tree, shrub, hedge, or bush without first obtaining the written permission of the Council.

7.3 Fruit trees must be dwarf or semi dwarf rootstock.

7.4 The Council may request a tenant that allows any tree, hedge, bush, or shrub to interfere with the use of any other plot to remove this within 14 days. The Council reserves the right to remove any

tree, hedge, bush, or shrub from any allotment plot, should the tenant not do so within 14 days as requested.

7.5 Any trees are not to cast a shadow over neighbouring plots or residents' gardens.

## **8. Water**

8.1 Tenants should practice sensible water conservation, utilise covered water butts on sheds and other structures where reasonably practicable, and consider mulching as a water conservation practice.

8.2 Tenants should have consideration at all times for other tenants when extracting water from water points provided by the Council. Hosepipes must not be used unattended and must always be hand held. They must be put away after use and never be left to obstruct paths. Any hosepipes left on pathways which are considered a trip hazard may be removed by the Council without further notice.

8.3 Sprinklers must not be used.

8.4 Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licences.

8.5 Mains water supply will normally be shut off from 1st November to 28th February each year.

8.6 Washing vehicles is prohibited.

## **9. Fires**

9.1 Tenants are only permitted to have fires on the allotment site provided that they are lit in suitable incinerators sited in the open well clear of sheds, fences and hedges.

9.2 Care must be taken to avoid committing a nuisance to neighbours and other tenants and fires should only be lit when the wind is blowing away from neighbouring houses.

9.3 Fires must never be left unattended and must be properly extinguished before leaving the site. The incinerator must be checked immediately before leaving site and any smouldering matter or flames discovered fully extinguished.

9.4 Petrol or similarly volatile accelerant flammable liquids must never be used.

9.5 Only garden refuse or timber may be burned. Material which is dangerous or may cause noxious, toxic or dark smoke (e.g. plastics, polystyrene and other manmade materials) must never be burned.

9.6 All materials to be burned must first be checked to ensure that there are no explosive substances or pressurised containers present.

9.7 A sufficient supply of water must be immediately available to extinguish the fire if necessary while incineration is taking place.

9.8 The Ongar Allotments & Gardening Society is permitted to have a communal open bonfire on, or around, 5th November each year subject to the clauses above being complied with.

## **10. Use of Chemicals**

When applying manufactured fertilisers or products used to control pests, unwanted plant species or disease, tenants must:

- 10.1 Only use products that are legally available for sale on the UK market
- 10.2 Take all reasonable care to ensure that adjoining plots, hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur
- 10.3 Only use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public, game birds, aquatic life and other wildlife, other than vermin or pests
- 10.3 Tenants must comply at all times with current regulations
- 10.4 Use the fertilisers or products in accordance with the manufacturer's recommendations.
- 10.5 Tenants must not store such materials other than for direct and prompt use on the plot.
- 10.6 Containers must be properly labelled and disposed of safely.
- 10.7 Only organic slug pellets containing ferric phosphate can be used sparingly as hedgehogs and birds use the sites for feeding. As of the 1st April 2022 all pellets containing metaldehyde have been banned in the UK.

## **11. Paths**

- 11.1 Tenants must not obstruct or encroach by cultivation or construction any path set up by the Council for the use of occupiers on the site.
- 11.2 Tenant shall keep all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keeping all ditches cleansed and maintained and keep in repair any fence, gates or shed on their plot.
- 11.3 Paths established on the plots must be kept trimmed and free from weeds. Tenants must not use weed killer on paths that are designated as shared.
- 11.4 All paths between plots must be kept to a minimum of 45 centimetres wide.
- 11.5 The tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.
- 11.6 The tenant must keep the edges of the plot where they abut the common pathways in good condition and properly edged. This is to reduce the risk of a fall or a slip leading to injury.

## **12. Sheds, Buildings, Fences and Structures**

12.1 No buildings or walls or any other permanent structures may be put on the plot by the tenants.

12.2 Ordinary glass must not be used in any low level or horizontal structure other than shed windows at least three feet above ground level. Toughened glass or glass substitutes such as polycarbonate, Perspex or other non-glass alternatives are best used in any permitted structure

12.3 No Ponds may be constructed on the plot.

12.4 Sheds, greenhouses and tunnel cloches may be erected. Only one shed is permitted per plot.

12.5 The shed/greenhouse dimensions must be up to a maximum of:

Width	4' or 1.2 m
Depth	6' or 1.8 m
Height	6' or 1.8 m

12.6 Poly tunnels are not allowed under any circumstances on the plots. Tunnel cloches are allowed.

12.7 Any shed or tunnel cloche on the plot 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 tenant to remove the structure. The Council reserves the right to re-enter and remove unsatisfactory structures and to recover costs from the tenant.

12.8 A fence up to two feet in height may be placed around the allotment garden.

12.9 Barbed wire or razor wire or anything similar must not be used for a fence, either adjoining any path set up by the Council for the use of the tenants of the allotment sites or anywhere on the plots.

12.10 Any hedge that may form part of the plot must be kept properly trimmed and cut and must not exceed two feet in height, unless written permission is given by the Council.

## **13. Vehicles**

13.1 Tenants shall not park vehicles anywhere on the site other than within defined parking areas. No vehicle, trailer, caravan, or similar equipment is to be left on the site overnight.

13.2 The Council will not be liable for loss or damage to any vehicles, trailers or equipment brought onto the sites.

## **14. Dogs**

14.1 Any dog (including Assistance Dogs) brought onto the site by a tenant must be kept on a lead and under strict control at all times. The tenant must ensure that any dog faeces are removed immediately.

## **15. Other restrictions**

15.1 Underlay, carpet, and asbestos must not be used on any plot. The Council only allows the use of environmentally friendly weed suppressant and supports the use of biodegradable materials such as cardboard, to suppress weeds.

15.2 Rubbish, refuse or decaying matter (except for manure, compost or woodchip in such quantities as may be reasonably required for cultivation and mulching) must not be deposited on the plot or in the hedges and ditches on the sites or on any adjoining land. Tenants are expected to compost or reuse all matter arising from the cultivation of their plot. Any matter that is not compostable or reusable must be removed from the site by the tenant. If a tenant is found to be dumping/depositing anything within the allotment site their tenancy will be terminated with immediate effect.

15.3 Tenants must not remove any mineral, gravel, sand, earth, or clay from the site unless they have written permission to do so from the Council.

15.4 Tenants must not cause or allow any nuisance or annoyance to the tenant of any other plot and must comply with section 14 of these rules.

15.5 The plot must not be used for any illegal or immoral purposes and offensive behaviour is prohibited. Tenants must observe all relevant legislation or Codes of Practice relating to activity they carry out on the plot.

15.6 The tenant should ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

15.7 No weapons of any sort are permitted on the sites.

15.8 Tenants have a duty of care to others on the allotment sites. This includes visitors, users of public footpaths, trespassers, other tenants, themselves and family members and wildlife. This is particularly relevant in relation to the timing and usage of mechanical equipment such as strimmers and rotovators and the means to power them such as petrol.

15.9 Tenants must follow the manufacturers guidance for rodent control.

15.10 No toxic or hazardous materials or contaminated waste or tyres should be brought onto or stored on the sites.

## **16. Authorised Persons**

16.1 Only the tenants or persons authorised or accompanied by the tenant are allowed on the sites. Access is not permitted to any plots other than those let to the tenant.

16.2 The tenant is responsible for anyone working on their plot on their behalf, whether under supervision or not.

16.3 Any children accompanying the tenant must be under the strict supervision of a responsible adult to ensure that they do not wander onto adjoining plots or cause a general nuisance.

16.4 The Council may order any person unlawfully on the site in breach of these rules to leave immediately.

16.5 The Council may take action for breach of the tenancy agreement against any tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the sites.

## **17. Advertisements**

17.1 Tenants may not display any personal or commercial advertising on the plot or on the site.

## **18. Disputes**

18.1 Disputes between tenants which cannot be resolved on site should be referred to the Council. The written decision of the Council will be binding on all the tenants involved in the dispute.

## **19. Harassment**

19.1 Ongar Town Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment tenants.

19.2 All tenants are expected to comply with the Council's policies in respect of harassment and discrimination. Harassment is any unwanted behaviour, physical or verbal (or even suggested), that makes a reasonable person feel uncomfortable, humiliated or mentally distressed.

19.3 Complaints about harassment are to be referred to the Council. The Council will endeavour to protect tenants against victimisation for making or being involved in a complaint. Wherever possible, the tenant should tell the person who is causing the problem that the conduct in question is unwanted or offensive and must stop.

## **20. Termination**

20.1 The tenancy shall terminate automatically on the death of the tenant. (Refer to 2.3 above)

20.2 The tenancy may be terminated by either party.

20.3 The Council may terminate the tenancy by giving three months written notice because the plot is required for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision.

20.4 The Council may terminate the tenancy by re-entry after giving twenty-eight days written notice to the tenant if:

- The rent or any part thereof is in arrears for 40 days or more, whether formally demanded or not or
- If it appears that the tenant is in breach of the tenancy agreement or the rules.

20.5 The tenant may vacate the plot by giving the Council one month's written notice if, for reasons of ill health, moving away or any other reason, the tenant is unable to continue to maintain the plot. The Council may then re-let the plot.