

FLAMBOROUGH PARISH COUNCIL
ADVICE NOTE FOR TENANTS

Notice of Special Conditions under the terms of paragraphs 2.23 and 5 of the Tenancy Agreement.

1. **Sheds and Greenhouses:** Permission must be sought in writing and granted by the Council for any shed or greenhouse before any such work commences. Sizes are to be 8 ft x 10 ft maximum, the materials used to be specified to the Council at the time of writing for permission. No concrete bases are to be used and any sheds/greenhouses must be removed by the tenant at their expense from the site on termination of tenancy. This was agreed by the Council on 21st January 2004.
2. **Fruit Trees:** Permission must be sought in writing and granted by the Council before the planting of any trees on the allotments. Fruit trees must be bush/dwarf/cordon types and there should be a maximum of 6. These should not be planted near ditches and must be removed on termination of tenancy. This was agreed by the Council on 19th April 2004.
3. **Livestock:** No livestock or poultry of any kind shall be kept upon the Allotment Garden other than a maximum of 20 hens or rabbits for the tenant's own domestic consumption. No cockerels should be kept on site. Permission should be sought for any sheds/pens which must be removed by the tenant upon the termination of the tenancy.
4. **Vermin:** To prevent vermin, any foodstuff kept on the allotments should be kept in sealed and rodent proof containers. Any tenant who is aware of the presence of vermin should inform the Council immediately and may be requested to take steps to deal with vermin accessing their plot through the use of approved pest control measures.
5. **Non-Cultivation:** As a minimum plots should be cultivated in a way that does not interfere in a material way with the equipment of neighbouring tenants. Weed seed-heads should be removed before the seed has set. Pernicious weeds, which are those that spread through the extension of roots or by generating new plants from growing tips in contact with the soil should be controlled. Long grass or detritus that is likely to harbour slugs and snails should be removed. Paths should be kept free of hazards to allow free and unimpeded access and to ensure that grass paths are trimmed. At least 25% of the plot should be cultivated within three months of the commencement of the tenancy, with 75% by the end of the first year and 100% (or as near as practicable) thereafter.
6. **Bonfires:**
 - Tenants should not burn rubbish on the allotment field – paragraph 2.13 of the Agreement
 - Any person caught causing nuisance by bonfire will be given Notice to Quit immediately in accordance with Paragraph 4.2.c of the Agreement – the series of site management letters will not apply in the case of bonfires and NTQ will be immediate. Agreed by the Council on 3rd October 2011.
 - Any expenses incurred by the Parish Council due to damage caused by fire will be recovered by the Parish Council from the tenant responsible. Agreed by the Council on 3rd October 2011.
7. **Water Use:** Please do not leave the taps running on the site and make sure there are no taps left running during the night. The water has to be paid for. Any leaks should be reported to the Council immediately. Hosepipes should not be used as per the Tenancy Agreement.

8. **Gates:** Tenants with keys, please ensure the gates to the site are locked at night to try to prevent any intruders/vandals or incidents occurring. Any unusual activity, incidents or damage should be reported to the Council so that the situation can be monitored. Keys must be handed back to the Council at the end of the tenancy.

9. **Site Management Letters:** A series of letters were approved and agreed by the Council on 3rd November 2003. After site visits, letters will be sent to tenants who are in breach of their Tenancy Agreement. If the breach is not remedied by the end of the series of letters, ultimately a Notice to Quit will be served.

Letter 1 - inform tenant of the nature of the breach and action to be taken with a timescale for implementation.

Letter 2 - if no improvement has been made as result of letter 1, a second letter will be sent with a final deadline for the breach to be remedied.

NTQ - Notice to Quit will be issued if the breach of the tenancy agreement has not been addressed as directed.

If you are experiencing any difficulties in maintaining your plot please inform the Clerk as soon as possible in order that the Council can look at ways in which support may be offered if required. These may include reducing your plot to a half plot for a period, or looking at obtaining temporary assistance from other plot holders.

10. **Plots:** All plots may need to be re-measured in the future.

11. **Termination of Tenancy:** If it is necessary for the Parish Council to incur expense in clearing a plot on termination of a tenancy, the Council will re-charge the expense to the outgoing tenant and will recover the expenses from the tenant. This is in accordance with paragraphs 2.12, 2.22 and 2.24 of the Tenancy Agreement and Section 4(1) of the Allotment Act 1950. Agreed by the Parish Council on 3rd October 2011.

12. **Data Protection:** Flamborough Parish Council and Flamborough Allotment Association have agreed that they will share data about allotment tenants. Both bodies are mindful of the need for data to be carefully controlled in order that it is not misused. We undertake that whatever information is gathered will not be passed to any third party without the explicit written consent of the person involved, other than where there is a legal requirement to do so. Therefore the Council will provide the Flamborough Allotment Association with a list of tenancy holders in the form of their names and addresses and plot numbers. Both bodies will hold this information securely. This was agreed on 4th March 2013, Minute 64/13 refers and notified to all tenants in a letter of 12th March 2013.

Any further Special Conditions that are agreed by the Council will be communicated to you in writing so all tenants are aware of them.