

Cornelly Community Council

RULES AND REGULATIONS CONCERNING MAUDLAM ALLOTMENTS EFFECTIVE OCTOBER 2022

1. EFFECT OF RULES AND REGULATIONS

These rules and regulations adopted by Resolution of Cornelly Community Council (here called “the Council”) dated 25th October 2022 shall come into force on 25th October 2023. They shall relate to the Council’s allotments located at Maudlam Bridgend.

They shall govern all allotment plot tenancies with effect from that date. They are referred to herein as “the Allotment Regulations”. They shall be capable of amendment at any time by Resolution of the Council passed in accordance with the Council’s standing orders from time to time.

The persons to whom an allotment has been provided by the Council are referred to in the Allotment Regulations as “the allotment holder”

The headings used for each numbered regulation herein are for reference only and not to be used in construing the meaning and effect of the Regulations

2. ALLOCATION OF PLOTS

Save where the Council shall decide otherwise by Resolution, all plots on the allotment premises shall only be provided to a person who, at the date of his or her application to the Clerk for a plot and at the date that it is proposed to allocate a plot to him or her, is resident within the area governed by Cornelly Community Council from time to time. In the event of any dispute as to whether a person qualifies under this regulation the matter shall be determined by the Council and that decision shall be final and conclusive. The allotment agreement may be in a sole or joint names to allow partners or spouses to be named on the agreement. In the case of a joint agreement both parties must reside at the same address.

3. HOLDER TO USE PLOT PROVIDED ONLY

The allotment holder shall use only the plot provided to him or her and not any other plot. He or she shall not exchange plots with any other allotment holder nor cease to use the plot allocated to him or her in favour of another vacant plot unless he or she shall first have obtained the written approval of the Clerk for the same

4. ADMISSION TO ALLOTMENTS

The allotment holder and any visitors authorised by him or her shall access the allotment site only by means of the main lockable gates and not by any other means.

The allotment holder shall not block or otherwise obstruct the main access to the allotment premises nor any of the general access paths within the allotment premises.

The allotment holder shall not use barbed or razor wire for a fence adjoining any path set out by the council for the use of the occupiers of the allotment site.

Only the allotment holder shall be entitled to exercise the right to use the allotment provided to him or her. The allotment holder may permit others onto the allotments site provided they are there under his or her supervision and visiting only, or permission has been granted by the Council for the plot holder to be assisted with work at his plot, should the need arise. He or she shall not grant to anyone the right to share the plot

provided to him or her nor allow anyone into occupation whether permanent or temporary of the plot provided.

The allotment holder shall be responsible in all respects for the behaviour safety and general conduct of any person who he or she allows onto the allotments and the allotment holder will be responsible to the Council for all losses damages or costs to which the Council may be put because of the act of any such third party.

5. BEHAVIOUR OF ALLOTMENT HOLDER

The allotment holder shall at all times behave in a proper manner whilst on the allotment premises and shall do nothing which is or might become a nuisance annoyance or cause disturbance to the Council or any other allotment holders. The Council may temporarily suspend the provision of a plot to the allotment holder if his behaviour is in breach of this clause and after a warning from the Council, if it has not ceased or been modified as necessary, any continued breach of this clause may result in the termination of the entitlement of the allotment holder to be provided with a plot.

6. SECURITY

The allotment holder shall be responsible for the safekeeping of any tools equipment, goods, plants, fertilisers, compost or other material of any description which he may keep or bring onto the allotment site. The Council shall have no liability for the loss or damage of the same however caused.

The main lockable gate at the allotment premises has a combination padlock attached to it. The allotment holder will be provided with the combination number for use with this padlock. No plot holder should pass the combination number for the padlock to any other person without written permission from the Clerk on behalf of the Council.

Upon gaining access to the allotment premises the allotment holder shall ensure that the padlock is placed in a location close to the gate but off the ground to prevent damage to the said padlock.

Upon leaving the allotment premises, if the allotment holder is the last to leave he/she shall ensure no other persons are present and that the main gate is fully locked and secured with the padlock provided or in accordance with any other security arrangements put in place by the Council from time to time. Care should be taken when locking the gate to ensure the combination wheels are easily readable for the next visitor to the Allotments.

7. PAYMENT OF RENT

The allotment year shall run from 1st January in each year. Rent shall be paid for each plot no later than 31st December in the year prior to the commencement of each such year. The amount of rent paid for each plot will be reviewed on an annual basis. The Council reserves the right at its absolute discretion to provide any allotment holders plot to another person on the Council's waiting list if rent is not paid by the due date.

8. RULES ON USE OF THE PLOT PROVIDED

The plot shall be used only for horticultural purposes and for no other purpose.

No rubbish or any type of deleterious material shall be stored dumped or placed upon any plot or any other part of the allotment premises. Only equipment necessary for the use and enjoyment of the plot provided shall be brought onto the allotment premises.

Any plot holder found to be dumping excess produce at the green verge opposite the entrance to the Allotment site, will be given immediate notice to vacate their plot.

The plot shall not be used for any illegal or immoral purpose or in any way which is detrimental to the proper use and enjoyment of the said allotment premises or any plot on the same.

No plant shall be grown on the plot or any part of the allotment premises which may be used or employed for use as a narcotic nor shall any plant which may be considered by the Council or which is generally acknowledged to be invasive and/or detrimental to the environment or otherwise undesirable be grown upon the allotment premises

The allotment holder shall only work and use the plot area provided to him and shall not encroach or interfere with any other designated plot. Nor shall he or she use any other part of the allotment premises not designated as part of a plot other than for the purposes of access to and egress from the allotment premises.

No motor vehicles, whether roadworthy or otherwise, shall be taken onto or left on the allotment premises other than for the purpose of loading or unloading and shall be removed immediately such loading or unloading is completed

The plot provided to the allotment holder shall be regularly worked and the soil therein turned as appropriate to maintain a good state of cultivation and not allow weeds and grass to seed or to cause a nuisance to neighbouring plots, so as to keep the plot and the allotment premises clean and tidy for the use and enjoyment of all allotment holders.

The allotment holder shall not employ on the allotment premises any fungicide, weedkiller or other chemical treatment unless the same shall be a proprietary branded product which is appropriate for use where foodstuffs are being grown and produced and is such as will not cause damage to or adversely affect the soil or any produce grown from time to time on the allotment premises.

No allotment holder will apply any fungicide, weedkiller or other chemical treatment to any access paths to plots. Allotment holders will ensure access paths are kept in a clean and neat condition.

Any chemical employed on the allotment premises shall be handled, applied and disposed of in accordance with manufacturers instructions and shall not be stored upon the allotment premises unless absolutely necessary. Any chemical properly employed and which needs to be stored shall be stored in secure lockable accommodation to be supplied by the allotment holder or by any Allotment Association which may exist from time to time. All chemicals shall be disposed of by the allotment holder at his expense and in a manner which is safe and lawful.

Fires shall only be lit on the allotment premises in accordance with the following:

No fire shall be lit until after 7pm on any day

No fire when lit shall be left unattended

No fire shall be lit when winds may blow smoke either towards local residential areas or towards the M4 Motorway

If any fire when lit causes a nuisance to adjoining owners or a hazard it shall be immediately extinguished

No material of any nature is permitted to be brought to the allotment premises to be burnt. Only vegetation shall be burned in any fire and no other material whatsoever.

Apart from any such conditions, an allotment tenant would be liable for any damage or injury caused to neighbouring tenants (or adjoining landowners) by any nuisance he

causes or permits on his allotment plot, such as allowing liquid manure to escape or causing obnoxious fumes from his/her fire.

The allotment holder may, at his or her expense, provide ONE small shed or similar outbuilding for the plot provided to him or her, for the exclusive storage of tools equipment, plant cultivation, and where permitted by these rules, any chemicals. The dimensions of any shed or similar outbuilding can be no larger than 6' x 6' and no storage shed or similar building shall be erected on the plot unless the size, siting and appearance of the same has been approved in writing by the Council. The allotment holder shall keep the appearance of such building neat and tidy and he or she shall be responsible for the security of the said building. Any allotment holder who has a shed already in place prior to these new Rules & Regulations shall not be bound by the size stipulated in these Rules & Regulations in the case of that existing shed. The Council shall have no liability for any theft, damage or destruction of the said building or its contents, however caused.

Greenhouses are permitted on the allotments as an alternative to a small shed, but not in addition to. The glass in any greenhouse must be tempered or laminate. Plot holders must ensure they are adequately insured and that they are no more than 6' x 6' in size.

Low level Cloches are permitted on plots. Any glass used in such a cloche must be tempered or laminate.

No services by way of water drainage or similar shall be supplied to any plot unless the same shall have been approved by the Council

The allotment holder shall do nothing which causes or may cause damage to the fences hedges boundaries or any installations or equipment owned by the Council and located on the allotment premises nor to any such items which may be owned by third parties and which are located on the allotment premises with the permission or acquiescence of the Council. No waste or other materials or items are to be displayed of on any ground at or near the footbridge, opposite the allotment entrance

The use of siren alarms spoils the enjoyment of the Allotments for plot holders and could cause nuisance to neighbouring properties. Therefore they are not permitted.

No animal bird or poultry shall be brought onto or kept on the allotment premises for any purpose or at any time.

A tenant may take his or her dog to the allotment, as long as the dog is under control and on a lead at all times and not allowed to walk on any plots other than the tenant's. Note that if a dog is aggressive or particularly nervous, then this might constitute a nuisance to others and you may be asked not to bring the dog to the allotments in future. Any faeces must be removed and disposed of in a local authority waste bin off site.

It must be ensured that any shuttering edging or other type of enclosure used on any pot does not present a hazard of any sort, including a trip hazard. Any concern relating to particular edging or other type of enclosure on any plot should be passed to the Council for an objective decision on whether the shuttering or edging does in fact pose a threat to users of the allotment site. No asbestos sheeting shall be used on the allotment premises

A regular review of the allotments will be undertaken. If it is found that any shed, greenhouse or similar outbuilding has been erected without permission from the Council, and does not meet Health & Safety requirements or allowed dimensions, the plot holder may be asked to reduce the size of, or remove, the said shed or outbuilding. Plot holders will be given one month to ensure compliance with this request.

If a plot holder decides to relinquish their plot, or if the plot becomes vacant for any other reason, then any shed, greenhouse, outbuilding or shuttering, including accumulated items already on the plot, must be removed. If such buildings or items are not removed then the Council will arrange removal and ensure that any costs are met in full by the outgoing allotment holder. Sheds, greenhouses or similar outbuildings are not transferable to new plot holders, unless previously agreed with the Council.

9. SERVICES AND INSURANCE

The Council shall not be obliged to provide any services including any water supply to the allotment premises.

The Council shall have no liability to provide insurance for any aspect of the use by any allotment holder of the allotment premises

10. LENGTH OF ANY PERMISSION TO USE A PLOT

The allotment holder shall have use of any plot provided to him for so long as he or she abides by the Allotment Regulations from time to time and in that event from 1st January to 31st December in every year. The Council may in its absolute discretion renew annually the provision of a plot to the allotment holder if he or she wishes and provided he or she has not terminated the arrangement and wishes to accept such renewal. Any renewal will be for a maximum period of one year.

The allotment holder may terminate his use of a plot upon giving seven days written notice of the same.

The Council may terminate the arrangement with the allotment holder at the end of an allotment year.

The Council may terminate the arrangement with the allotment holder upon giving fourteen (14) days' notice at any time.

In the event that the allotment holder be found to be in substantial breach of any of the Allotment Rules & Regulations then two warning letters will be sent to the allotment holder outlining the remedial action to be taken and the timescale in which said action must be undertaken. If the aforementioned warning letters are not complied with then automatic termination of the arrangement between the Council and the allotment holder will result.

No refund of rent for any unused period of the arrangement shall be refunded to the allotment holder

If the arrangement with the allotment holder for the provision of a plot is terminated for any reason the allotment holder shall at the end of the notice period ensure that

- (a) He or she has removed all produce equipment goods and other material from the plot*
- (b) He or she has left the plot in a clean and tidy state in accordance with the Allotment Regulations*

11. LOSSES OF COUNCIL TO BE MET BY ALLOTMENT HOLDER

All new allotment holders from the date of these regulations will on entering agreement with Cornelly Community Council be required to pay an initial £50 bond in addition to the annual rental.

If the Council is put to any expense damage loss or liability due to the act or default of any allotment holder under the Allotment Regulations or otherwise in consequence of his use of the allotment plot provided to him, (and whether or not the arrangement for the provision of a plot has been terminated), he or she shall be liable to repay to the Council the amount of all such expenses damages losses and liabilities forthwith upon the Council making written demand for the same in addition to the loss of the said £50 bond.

On relinquishing a plot, the allotment holder will be refunded the bond following a satisfactory inspection of the plot.

GIVEN THIS 25th October 2023

CLERK TO THE COUNCIL