

1. Plots are taken on, in an as seen condition, and are the responsibility of plot holders once accepted.
2. Untended plots affect all neighbouring plots – Therefore the Allotments Acts 1950 (and preceding) stipulate you must **Abate a Nuisance**. It is the responsibility of the plot holder to maintain any hedges, borders and pathways located on their plot, ensuring that any resulting overgrowth is cutback and does not cause a hinderance to other plot holders or create an obstruction to any land or vehicle beyond the site boundary.
3. The entirety of the allotment plot must be kept in a reasonable condition, clean/tidy, weed free and in good state of cultivation. Covered or strimmed to maintain good condition.
4. If any plot holder has a complaint regarding an untended plot, please contact the Council.
5. If a plot holder cannot tend a plot due to ill-health or extenuating circumstances, please contact the Council to make us aware of the situation (grace period will only be given where appropriate) and attempt to seek assistance to cover your plot during this time. ****Please note:** If you receive 3 non cultivation letters within a 2-year period this will automatically terminate your tenancy.

The Council will act upon:-

6. Any plots uncultivated or uncovered will receive a written warning, providing you with 1 months' notice to rectify the matter. If no communication is made and no work is done to the plot, a further 14-day letter will be issued to remove your belongings and you will be asked to return the key (irrespective if payment has been made for the season or not)
7. Any dogs brought to site must be kept under control and on a lead. No dogs are to be housed on any site. Ensure you clean up after your dog.
8. Tools and produce may not be borrowed or removed, including access or entering another person's plot without the expressed permission of the plot holder.
9. No rubbish or waste materials are to be brought to site and all rubbish and waste materials are to be removed from site.
10. Plots are provided for personal growing purposes only. You are not to sub-let your plot or use the growing space for commercial purpose or gain.
11. You must not take, sell or carry away any mineral, gravel, sand, clay, manure or wood chippings from the site, that has been placed there for the use of all.
12. You must not plant any trees or fruit bushes or any crops which require more than 12 months to mature without prior written consent of the council.
13. You are not to keep fowl animals without prior written consent of the council. Livestock (hooved animals) are prohibited on all sites. Do not use barbed wire for fencing.

14. Not to enter the site of any RCT allotment between the hours of 10:00pm and 5:00am.
15. Not without the written consent of the Council, to erect any building structure, shed, animal pen, fence or hedge on the said land AND where one exists at the present time the Council reserve the right to require the tenant to immediately remove any existing unsightly building, hut or erection at its absolute discretion. Planning fees will be incurred by the plot holder for any retrospective planning permission.
16. Not to light any bonfires on the said land. Burning of garden waste is permitted from dusk, but must be manned, controlled, and extinguished before leaving the plot. Fires must not be left unattended.
17. Not to store any vehicles whatsoever including caravans on the said land - All vehicles and belongings are left at the owner's risk.
18. Not to apply any herbicides as to cause damage to other plots and all herbicides used on allotments must comply with the Pesticide Legislation. Any weed spraying should be done on a still day, with due concern being given to neighbouring allotments.
19. All items stored on RCT sites are left at the owner's risk. Any incidents of theft, burglary or criminal damage should be reported to the police on 101 and the crime reference number provided to the Council with the details of the crime.
20. Annual invoices must be paid, unless notice to quit has been received by the Council before the start of the season on 1st April each year. Annual invoices will be issued to your registered address and are to be paid within 21 days from the date of the invoice. If the plot holder relinquishes their plot after April 1st, any invoice issued for that growing season will still need to be paid. Any new plot holder upon acceptance of an offered plot will remain liable for the full annual fee even if the plot is given up within the first year of tenancy.
21. If any plot holder uncovers Asbestos Containing Material (ACM) onsite, then they should contact the Council who will arrange for the safe removal of the material from the location. While awaiting collection the plot holder may continue to work around the material but must refrain from any attempt to move or interfere with the material.
22. Properly cultivated and covered plots help prevent flooding issues. Do not divert water away from your plot or create drainage channels, only use permeable terram, not plastic sheeting, to avoid surface water run off issues and flooding.
23. Plot holders are reminded that family members and guests that attend the allotment, do so at their own risk, accompanying or at the permission of the registered plot holder and are responsible for the actions of all.



RCT ALLOTMENTS TERMS & CONDITIONS

If you have any questions or concerns please contact us at :- allotments@rctcbc.gov.uk

Or Telephone: 01443 425 001

The Council will not condone any behaviour; whether verbal or physical, which is considered as harassment or bullying by another plot holder, if a situation of this kind is reported to the Council it could lead to immediate termination of the plot holders agreement, without notice.