



Parish Council

CSNPC ALLOTMENT Terms & Conditions

Tenancy agreement for the use of allotments administered by Central Swindon North Parish Council.

Change Control		
Date	What	Who
Dec 2025	Full Review	AB

1. Interpretation & Definitions

- a. "The Council" means Central Swindon North Parish Council, its authorised Officers, and any Council Member or Committee with delegated authority for allotments under the Allotments Acts 1908 - 1950.
- b. "The Tenant" is the individual named in the signed Tenancy Agreement.
- c. These Terms & Conditions must be read alongside:
 - Allotments Acts 1908–1950
 - Clean Neighbourhoods & Environment Act 2005
 - Environmental Protection Act 1990
 - Equality Act 2010
 - Data Protection Act 2018 (UK GDPR)
 - Any statutory restrictions or Council policies issued in the future
- d. An "Authorised Officer" is any employee or person formally appointed by the Council.
- e. A "Co-Worker" is a person notified to the Council to assist the Tenant.
- f. Definitions of Allotment Site, Plot, Headland, Track, Cultivation, Non Cultivated Area and other terms appear in the Glossary.

2. Equality, Inclusion & Reasonable Adjustments

- a. The Council is committed to ensuring equal access.
- b. Tenants with disabilities or health conditions may request reasonable adjustments (e.g., access support, altered watering rules, raised beds, carers).
- c. Requests need to be made in writing to the council offices.
- d. Carers and regular helpers must be registered.

3. General Application of These Terms

- a. Tenants must comply with all current and future rules, policies, and any lawful instruction issued by an Authorised Officer.
- b. Non compliance may result in Advisory Notices, Warning Notices, Final Notices or Immediate Termination.
- c. For serious breaches the Council may enter any plot without notice, take corrective action, and recover full costs from the Tenant.

4. Council Responsibilities

The Council will:

- Maintain sites in a safe condition
- Enforce the Terms & Conditions consistently
- Manage waiting lists and allocation fairly
- Inform tenants and site reps of relevant matters
- Investigate fly tipping or unauthorised waste

5. Eligibility & Tenancy

- a. Any resident of Swindon Borough aged 18+ may apply for a tenancy.
- b. Tenants must not hold more than 2 plots unless approved by the Council.
- c. The Tenant agrees to comply with these Terms & Conditions.
- d. Tenants must inform the Council immediately of any change of contact details.

6. Support for New Tenants

- a. The Council will provide new tenants with access to guidance, information and practical advice to support successful cultivation.
- b. This may include written guides, online resources, site representative support or signposting to external organisations.
- c. New tenants are encouraged to seek advice early if they are experiencing difficulties maintaining their plot.

7. Joint Tenancies

- a. Joint tenancies are permitted; however, one individual must be nominated as the Lead Tenant.
- b. The Lead Tenant will be the primary point of contact and will be responsible for compliance with these Terms & Conditions.
- c. Any breach of the tenancy by one joint tenant will be treated as a breach by all joint tenants.

8. Rent & Payments

- a. Rent is payable annually in April.
- b. Plots taken after 30th April are charged pro-rata.
- c. The allotment must be used only for cultivation of fruit, vegetables, herbs and flowers
- d. Commercial or business use is prohibited.

9. Keys, Access & Site Security

- a. Keys are charged at £25.00 (includes refundable £10.00 deposit).
 - i. Lost or extra keys incur charges.
- b. Keys must not be copied, shared or loaned.
- c. Gates must be closed and locked after use.
- d. Access is permitted during daylight hours (post sunrise & pre sunset)
- e. Tenants entering after sunset or before sunrise do so at their own risk.
- f. Private CCTV is not permitted (wildlife cameras are permissible so long as it only faces the Tenant's own plot and complies with data protection law).

10. Cultivation Standards

- a. The plot must be kept clean, free of weeds and in a good state of cultivation and fertility.
- b. Between March - October, 75% of the plot must be cultivated.
- c. New tenants will be expected to demonstrate reasonable progress within the first 3 months and noticeable progress by month 12.
- d. Up to 25% may be used for sheds, composting, seating or wildlife areas
- e. The Tenant must maintain:
 - adjoining paths (minimum width 45cm)
 - grass on dividing strips
 - ditches or watercourses touching the plot
- f. Tenants must not prune trees or hedges outside their plot.

11. Abandonment & Temporary Absence

- a. A plot may be deemed abandoned where it appears unattended for approximately 10 weeks, supported by site inspections, lack of cultivation progress, and unsuccessful attempts to contact the Tenant.
- b. Tenants may request temporary absence for up to 6 months in exceptional circumstances.
- c. Arrangements must be made to maintain the plot during absence.

12. Change of Circumstances & Tenancy Review

- a. Where a Tenant's circumstances change (including ill health, incapacity or death), the tenancy does not automatically transfer to another person.
- b. The Tenant (or their representative) may notify the Council in writing if they wish another person to be considered for the tenancy.
- c. Any such request will be reviewed case by case and is not guaranteed.
- d. The Council reserves the right to require evidence and to consider site demand, waiting lists, and suitability before making a decision.

13. Termination by the Tenant

- a. A Tenant may terminate their tenancy at any time by giving written notice to the Council.
- b. Upon termination, the Tenant must:
 - i. Remove all personal belongings, structures, materials and waste
 - ii. Leave the plot in a safe and lettable condition
 - iii. Reduce all weeds and grass to ground level
 - iv. Return any keys issued
- c. Where a plot is not returned in an acceptable condition, the Council may carry out remedial works and recover the full cost from the Tenant (refer to end of tenancy document).

14. Behaviour, ASB & Social Media Conduct

- a. Zero Tolerance Policy
The Council operates a zero-tolerance policy towards antisocial behaviour (ASB). Tenants must behave respectfully towards other tenants, visitors, Council officers and neighbouring residents at all times.
- b. Tenants must not cause nuisance, annoyance, harassment or intimidation.
- c. Prohibited behaviours include (non-exhaustive):
 - abusive or threatening language
 - obstruction of paths
 - removal of produce from other plots
 - vandalism or deliberate damage
 - discrimination under the Equality Act
 - bullying or harassment (in person or online)
- d. Tenants must not use social media or online forums to harass, defame, abuse or intimidate other tenants, site reps or Council staff.
- e. Tenants must report ASB to the Council in writing. Anonymous or malicious complaints may not be investigated.
- f. The Council may contact the Police immediately where criminal behaviour is alleged or witnessed
- g. Serious ASB, Conviction or Police confirmed criminal activity *will* result in immediate termination (please refer to *clause 41*).

15. Dogs

- a. Dogs must be kept on a short, fixed lead.
- b. Dog fouling must be removed immediately.

16. Water Use & Irrigation

- a. Mains water is a communal resource.
- b. Hosepipes must not be connected to mains water except where a disability exemption is granted.
- c. Hosepipes may be used from harvested rainfall supplies.
- d. Sprinklers and automated irrigation systems connected to mains water are prohibited.
- e. Mains water may be turned off during winter, maintenance work, drought orders or leaks.
- f. Water is not potable.
- g. Washings tools or produce in communal troughs is prohibited.
- h. Water butts must be covered to prevent stagnation, accidents, and insects.

17. Structures

- a. Written permission is required for all structures.
- b. Maximum sizes:
 - Quarter plot shed: 4ft × 6ft
 - Half/full plot shed: 6ft × 8ft
 - Polytunnel: 10ft × 12ft
- c. Glass greenhouses are not permitted. Existing ones may remain until unsafe; then they must be removed.
- d. Structures must be:
 - maintained safely
 - sited 18" inside boundaries
 - used only for allotment purposes only
 - never used for sleeping or residential use
- e. Existing structures installed prior to the introduction of these Terms & Conditions may be permitted to remain at the Council's discretion, provided they are safe, well maintained, and do not cause nuisance.
- f. Unsafe, deteriorated or unauthorised structures may be required to be repaired or removed.

18. Fencing

- a. Written permission is required for fencing.
- b. Fences must:
 - be max height 1.2m
 - be natural materials
 - not be solid panels
 - not contain barbed wire
 - be within the plot boundary

19. Waste, Hazardous Materials & Fly tipping

- a. Bringing waste onto site is prohibited and a criminal offence.
- b. Prohibited materials include tyres, asbestos, carpets, household waste, external soil/vegetation, commercial waste and food waste.
- c. The Council will look to recharge full clearance costs and an admin fee.
- d. Fly tipping must be reported immediately.

20. Composting

- a. Only disease free allotment waste may be composted.
- b. Invasive weeds (bindweed, horsetail, couch grass etc.) must not be composted.
- c. Compost bins must contain compostable material only.
- d. No external waste may be brought onto the site.
 - i. **Exception:** small quantities of raw, unpackaged, plant-based kitchen waste (e.g. vegetable peelings, fruit waste, coffee grounds, tea bags, crushed eggshells) may be brought onto the site solely for use in compost bins or wormeries, provided it does not cause nuisance, attract pests, or create odour.
 - ii. Cooked food, meat, fish, dairy products, oils, fats, pet waste or any packaged food waste are not permitted.

21. Trees & Invasive Plants

- a. Only dwarf fruit trees (max height 2.5m) are permitted.
- b. Invasive or inappropriate species are prohibited, including bamboo, fast-growing conifers and Christmas trees.
- c. Willow and other trees may only be planted with the prior written approval of the Council and only where they form part of an approved planting scheme (for example, Council-installed orchard or agreed site wide planting).
- d. Tenants must remove any prohibited plants when requested to do so.

22. Wildlife & Biodiversity Protection

- a. Hedge cutting is prohibited from 1 March to 31 August.
- b. Netting must be wildlife safe (mesh $\leq$ 2cm).
- c. Tenants must avoid harm to nesting birds, hedgehogs and other protected wildlife.

23. Chemical Use, Pesticides & Herbicides

- a. Tenants must use chemicals (including pesticides, weedkillers, fertilisers, fungicides and insecticides) responsibly and only when absolutely necessary.
- b. Tenants must comply with:
 - DEFRA Code of Practice for Using Plant Protection Products
 - Control of Substances Hazardous to Health (COSHH) regulations
 - Manufacturer's instructions for dilution, application and disposal
- c. Chemicals must never be:
 - Decanted into unlabelled containers
 - Stored on site overnight
 - Left unattended
 - Mixed on communal paths or near water troughs

- d. The following are prohibited:
- Commercial/agricultural-grade pesticides
 - Residual soil sterilants
 - Total weedkillers containing banned substances (e.g., sodium chlorate)
 - Professional herbicides requiring certification
 - Chemical sprays near water troughs, neighbouring plots or wildlife habitats
- e. The Council may require a Tenant to stop using any product considered unsafe or inappropriate for allotment use.

24. Weed Treatment & Invasive Species Management

- a. Tenants must prioritise non chemical methods of weed control (e.g., mulching, hoeing, hand removal).
- b. Glyphosate based products may only be used:
- In small, targeted applications
 - Avoiding drift onto neighbouring plots
 - Not within 2 metres of watercourses
 - Not on windy days or where spray drift is likely
- c. Tenants must not allow chemical spray to drift onto:
- Adjacent plots
 - Paths
 - Communal areas
 - Fruit trees, bushes or food crops belonging to other tenants
- d. Invasive weeds (e.g., bindweed, horsetail, couch grass) must not be composted. They must be dried out thoroughly or disposed of off-site in accordance with the law.
- e. Japanese Knotweed must be reported immediately. Tenants must not cut, dig, pull or disturb knotweed.

25. Fertilisers, Soil Conditioners & Composting Inputs

- a. Only garden safe fertilisers may be used.
- b. The following are not permitted:
- Chemical fertilisers containing urea or ammonium nitrate in bulk
 - Builders' waste or rubble
 - Manure contaminated with herbicide residues (e.g., aminopyralid)
 - Compost brought from domestic green waste collections (due to risk of contamination)
- c. Manure must be well rotted before use to avoid harm to crops.
- d. Tenants must avoid practices that lead to soil compaction, erosion, or contamination.

26. Fuel, Oils & Hazardous Substances

- a. Petrol, diesel, paraffin and other flammable liquids must not be stored on site.
- b. Machine oils, solvents and other hazardous liquids may not be stored or disposed of on site.
- c. Any accidental spillage must be reported immediately and cleaned safely.

27. Environmental Protection & Wildlife Safeguarding

- a. Tenants must take all reasonable steps to protect:
 - Soil structure and fertility
 - Water quality
 - Pollinator habitats
 - Hedgehog nesting sites
 - Birds and amphibians
- b. Netting must be wildlife safe and secured to prevent entrapment.
- c. Tenants must not:
 - Block natural drainage
 - Cause runoff of chemicals into paths or neighbouring plots
 - Leave open containers of chemicals
 - Use poisons or rodenticides (except Council approved bait boxes)
- d. Hedge trimming is prohibited 1st March & 31st August to protect nesting birds.
- e. Ponds must be covered to prevent wildlife drowning and to avoid mosquito breeding.

28. Pollution Prevention

- a. Tenants must prevent pollutants entering:
 - Water troughs
 - Ditches
 - Streams
 - Neighbouring plots
- b. Tenants must not burn:
 - Treated wood
 - Plastics
 - Rubber
 - Painted materials
 - Any waste that emits toxic fumes
- c. Any pollution incident may result in enforcement and recharge of cleanup costs.

29. Communal Deliveries (Manure, Compost etc.)

- a. Communal deliveries must be shared fairly.
- b. Materials must remain on the site or another Council allotment site.
- c. Tenants must not monopolise shared resources.

30. Machinery, Tools & Chemical Storage

- a. Fuels (petrol, diesel, paraffin) must not be stored on site.
- b. Petrol or battery powered machinery may only be used between **Sunrise & Sunset** and must not cause nuisance to other tenants or neighbouring residents.
- c. Chemicals must be removed from site the same day.
- d. Tools must not be left unattended or create hazards.
- e. Generators are discouraged due to noise, fumes, storage risks. Permission may be withdrawn at any time.
- f. Chainsaws (petrol, electric or battery powered) must not be used on allotment sites unless prior permission has been granted by the Council.
Where permission is granted, the Tenant must demonstrate competence, use appropriate PPE, and ensure the activity is carried out safely and without risk or nuisance to others. Permission may be withdrawn at any time.

31. Vehicles & Parking

- a. Vehicles may enter sites only for loading/unloading and parking whilst tending to your plot.
- b. Vehicles must not be left on site overnight.
- c. Trailers must not be left on site.
- d. Parking on or causing obstruction to allotment tracks or paths is prohibited.
- e. Disabled Tenants may request reasonable adjustments.

32. Livestock

- a. Only hens and female rabbits may be kept, and only with written permission.
(Please refer to CSNPC info on keeping Chickens & Rabbits)
- b. Cockerels are prohibited.
- c. DEFRA welfare standards must be followed.
- d. Avian influenza restrictions must be followed immediately.
- e. Where permission has been granted to keep livestock on an allotment plot, the Tenant is solely responsible for ensuring a continuous and adequate supply of drinking water. Tenants are advised that the Council turns off the mains water supply to allotment sites during the winter period and at other times where required (e.g. maintenance, leaks or drought). Tenants must make suitable alternative arrangements for water provision during periods when the mains supply is unavailable.

33. Fires, Bonfires, BBQs & Alcohol

- a. Bonfires are permitted on allotment sites only in accordance with the conditions below.
- b. Bonfires must not be lit when there is a prevailing wind blowing towards nearby houses, roads, public paths or other plots, or when weather conditions (e.g. fog, very still air) are likely to cause smoke to linger.
- c. Bonfires may only be lit around dusk / towards the end of the working day and must be fully extinguished before the Tenant leaves the site.
- d. Only dry, untreated organic material (e.g. dry branches, prunings) may be burned. The burning of plastics, painted or treated wood, rubber, household waste, pallets, or any other prohibited material is not allowed.
- e. Bonfires must never cause a nuisance to other tenants or neighbouring residents. If smoke, smell or ash is causing nuisance, or if an Authorised Officer, Councillor, or site representative asks for a bonfire to be put out, the Tenant must extinguish it immediately.
- f. Bonfires must never be left unattended and a means of extinguishing the fire (e.g. water or soil) must be available at all times.

- g. The Council reserves the right to withdraw the permission to have bonfires, either for an individual Tenant or site wide, if these conditions are not followed or if complaints are received.
- h. BBQs are permissible with permission.
- i. Alcohol is prohibited.

34. Ponds & Water Features

a. Permission Required

Ponds, water features, or any form of standing water deeper than 20cm require written permission from the Council before installation.

b. Approved Ponds Must Be:

- No larger than 1 metre in diameter unless otherwise agreed
- No deeper than 35cm
- Fully covered with rigid mesh for safety
- Positioned at least 1 metre inside the plot boundary
- Maintained to avoid stagnation, algae bloom, or pests
- Constructed from durable, safe materials

c. Prohibited Ponds

The following are not permitted:

- Uncovered ponds
- Wildlife ponds without protective mesh
- Sunken baths, domestic containers, or repurposed items
- Any water feature creating a trip hazard
- Deep ponds or unrestrained water bodies

d. Safety Requirements

Tenants must ensure:

- The pond cover remains secure at all times
- Mesh is strong enough to prevent drowning.
- No sharp or hazardous edges
- No hazards to neighbouring plots or paths

Children must never be left unattended near ponds.

e. Wildlife Protection

Where a pond is permitted:

- It must include an escape route for wildlife (e.g., a brick ramp)
- Chemicals must not be used in or near the pond
- Tenants must avoid harm to amphibians or protected species

f. Mosquito & Pest Prevention

Tenants must prevent:

- Water stagnation
- Mosquito breeding
- Algal overgrowth

The Council may require treatment, modification, or removal if deemed necessary.

g. Council Powers

The Council may:

- Require inspection of ponds
- Order immediate repair if unsafe
- Require removal if permission was not granted or safety conditions are breached
- Remove or drain the pond in emergencies (risk to safety or wildlife)

Costs may be recharged to the tenant.

h. Ponds at End of Tenancy

Ponds must be removed and the ground restored unless the Council agrees otherwise in writing.

- Existing ponds installed prior to these Terms & Conditions may be reviewed on a case-by-case basis to ensure safety and wildlife protection. The Council may require modifications, additional safety measures, or removal where risks are identified.

35. Beekeeping (Hives, Apiaries & Bee Management)

a. Permission Required

Beekeeping is not permitted by default.

Tenants must apply in writing to the Council for permission before bringing any bees, hives, nucs or apiary equipment onto an allotment site.

Permission is granted case by case, depending on:

- Site suitability
- Location of surrounding plots
- Risk assessment outcomes
- Tenant experience or training
- Availability of a qualified mentoring beekeeper

The Council may refuse an application if the site is unsuitable for apiculture.

36. Illegal Activity

Any illegal activity will be reported to the Police, and the tenancy will be terminated immediately.

37. Unauthorised Persons & Site Security

- Only tenants, registered co-workers, carers, and authorised visitors may enter allotment sites.
- If a tenant believes someone (not listed in point a) has entered an allotment site, they should report it immediately to the Parish Council, office.
- Tenants must not challenge or confront unauthorised persons directly and should prioritise their own safety.

38. Weather & Climate Resilience

- a. The Council accepts no liability for weather damage.
- b. The Council may close sites temporarily during severe weather.
- c. Tenants must secure structures and loose materials in storms/high winds.

39. Council Inspection Powers

Authorised Officers or Councillors may inspect any plot at any time.

40. Allocation of Vacant Plots

Vacant plots will be offered to the waiting list except where succession applies following a tenant's death.

41. Enforcement & Termination of Tenancy

a. Enforcement stages:

1. **1st Warning Notice (Email or Post)**
2. **2nd Warning Notice (Email or Post)**

b. Final Notice (hand delivered)

c. Immediate Termination may occur for:

- violence or threats
- serious ASB
- illegal activity
- severe environmental or safety breaches
- criminal cultivation
- repeated or wilful breaches

d. Rent arrears of 40+ days may result in termination.

e. Tenants ending their tenancy must:

- clear the plot
- remove unsafe structures
- reduce weeds/grass to ground level

Failure may result in recharge costs.

42. Appeals

- a. Tenants may submit a written appeal within 14 days of receiving a Final Notice.
- b. Appeals will be reviewed by the Clerk &/or the Council.
- c. The Council's decision after appeal is final.

43. Service of Notices & Communication

- a. The Council will normally communicate with tenants by email, where an email address has been provided.
- b. Advisory Notices and Warning Notices may be issued by email
- c. Final Notices may be hand delivered to the plot, sent by post, or delivered in person
- d. Notices will be deemed served when issued, even if not read or received.
- e. It is the Tenant's responsibility to ensure their contact details are kept up to date.

Glossary of Terms

Allotment: A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.

The council: Central Swindon North Parish Council

Tenant: A person who holds an agreement for the tenancy of an allotment
Co-worker: A person or persons identified in a co-worker agreement who help a tenant cultivate and allotment plot.

Site: Any area of allotments that are grouped together at one location

Rent: The annual rent payable for the tenancy of an allotment

Review notice: Any notice of reviewed rental charges

Site representative: An allotment tenant who works as a middle person between the Council and the tenants and helps oversee the allotment

Tenancy agreement: A legally binding written document which records the terms and conditions of letting, or a particular allotment(s), to an individual

Allotment Track: A common route within the site for vehicular and pedestrian access to allotments.

Headland: The area of land between an allotment plot and any track, path or perimeter fence

Authorised officer: A member of staff of CSNPC or other person authorised by CSNPC.

Cultivation: Keeping the plot in good productive order by: the maintenance and improvement of soil and the planting, tending, improvement and harvest of crops.

Paths: Dividing paths between allotments

Non cultivated area: Small area (no larger than 25% of plot) of grass, patio or built structures for pastimes, eating and/or relaxing

Acceptance of Terms

These Terms and Conditions will be deemed accepted by the Tenant upon distribution or publication by the Council.

Continued occupation or use of an allotment plot following publication or notification of these Terms and Conditions constitutes acceptance of them.

The Council reserves the right to amend these Terms and Conditions periodically, including to comply with changes in legislation or statutory requirements. Tenants will be notified of any material changes.

I confirm (tick box) that I have received a copy of the T&C's and agree to abide by the rules outlined within.

☐

Name:

Site & Plot:

Date:

Signed:

Received by CSNPC office: Y / N