

# **Dunnington Parish Council**



## **DUNNINGTON PARISH COUNCIL'S ALLOTMENT TENANCY TERMS AND CONDITIONS**

**Adopted At The Dunnington Parish Council Meeting  
Dated 11 April 2022.**

**Amendments Approved At The Dunnington Parish Council  
Meeting Dated 13 February 2023**

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## **1. Tenancy**

**1.1** The tenancy of an allotment will be offered to a resident of Dunnington in the first instance. If there are vacant allotments and no residents of Dunnington waiting for an allotment then Dunnington Parish Council will consider an application from a non-resident of Dunnington. The non-resident will be subject to the same terms and conditions as if they were a resident of Dunnington. The non-resident will retain the tenancy agreement as if they were a resident of Dunnington but the allotment rent will be higher than that of a Dunnington resident. If a Dunnington resident allotment holder moves out of Dunnington they will continue to be treated as if they were still a resident.

**1.2** The tenancy is granted in accordance with the Allotments Acts 1908, 1922 and 1950.

**1.3** The tenancy of an allotment is personal to the tenant or tenants named in the agreement. Any Dunnington residents living at the same address may be added onto the tenancy agreement.

**1.4** The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

**1.5** Within the 3 months the tenant is within a probationary period. If the tenant undertakes no significant work to a plot (less than 30% of the plot having been cultivated) within the first three months of receiving the plot, they will be asked to cultivate the plot to an acceptable standard as agreed by the Dunnington Parish Council within an agreed timescale. If this is not complied with the tenant will be in breach of their tenancy agreement and the tenancy agreement will be terminated and the plot returned to Dunnington Parish Council for re-letting. There will be no reimbursement on termination of tenancy.

## **2. Cultivation and Weed Control**

**2.1** The tenant is required to dig, mulch, prune and weed their plot according to the seasons and with regards to what is being grown. Only vegetables, herbs, flowers, fruit bushes and dwarf fruits trees are permitted to be grown on an allotment.

**2.2** Plots must be kept clean and maintained in a good state of cultivation throughout the year. The whole plot must be kept tidy, safe and as free from weeds as possible.

**2.3** It is the tenant's responsibility to keep the plot as free from weeds as possible so as not to cause a nuisance to adjoining tenants. Where on inspection or as a result of complaints, a plot with weeds is identified the tenant will be sent a letter asking them to rectify the situation within a specified period of time. A further inspection will be carried out up to four weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination may be sent unless there is a good reason why the plot has not been worked.

**2.4** Any plots that are partially covered for weed suppression or the growing of a crop must have the covering appropriately secured and remain in-situ for only as long as deemed necessary. The covering should be a recognised weed suppressant and no items such as carpet (with the exception of natural fibre carpet) or plastic linings be used.

**2.5** Dunnington Parish Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.

## **3. Permitted Fruit Trees and Fruit Bushes**

**3.1** The only trees permitted on a plot are fruit trees. All fruit trees must be on dwarf rooting stock such as M27 or M9 so that they do not grow more than 2.5 metres (or 8 feet) in height. The only bushes permitted are fruit bushes. The height of fruit bushes should also not be more than 2.5 metres (or 8 feet). This is to ensure that neighbouring plots are not cast in shade, to aid the picking of fruits and to avoid the fruit trees and fruit bushes becoming a nuisance to the site.

**3.2** Dunnington Parish Council reserves the rights to enter any plot with or without the consent of the tenant. Tenants who have fruit trees or fruit bushes that have grown above 2.5 metres (or 8 feet) will be served a notice instructing them to be pruned. Failure to rectify the situation may lead to a termination of tenancy. Where fruit trees or fruit bushes are not pruned back to an acceptable height then Dunnington Parish Council reserves the right to prune back the fruit trees and fruit bushes and charge the cost to the tenant.

**3.3** Should the tenant vacate the plot they may be asked to remove any fruit trees and fruit bushes from their plot. Should Dunnington Parish Council give notice to the tenant to vacate the plot, Dunnington Parish Council may ask the tenant to remove such fruit trees and fruit bushes.

**3.4** Where possible any bare soil beneath fruit trees or fruit bushes must be planted with productive crops.

#### **4. Maintenance of Trees, Shrubs and Hedges,**

**4.1** Tenants must not, without consent of Dunnington Parish Council, cut or prune trees, shrubs or hedging outside of their own plot, including any that are growing through perimeter fencing. Where hedges abut a perimeter boundary, pedestrian highway or access road, Dunnington Parish Council is responsible for maintaining the boundary. Hedges will be trimmed by Dunnington Parish Council at least once per year so as not to obstruct pedestrian or vehicular access.

**4.2** Hedges should not be cut back during the bird nesting season, which runs from 1<sup>st</sup> March – 1<sup>st</sup> September.

#### **5. Invasive Plants**

**5.1** Invasive plants (*see Appendix 2*) are not permitted. If the invasive plants are not removed by the tenant, then the tenancy will be terminated, and the plants removed at cost to the tenant.

#### **6. Water**

**6.1** Tenants must not construct a pond or bring on to their plot tubs, tanks, or baths. If a tenant fails to comply they will be put on notice and removal costs will be charged to the tenant.

**6.2** Traditional or recognisable water butts sold for the sole purpose of collecting rain water are permitted.

**6.3** Sprinklers are prohibited. Hose pipes may only be used to fill water butts provided this does not prevent other tenants having access to water supplies.

**6.4** Mains water will be available from 1<sup>st</sup> March to 1<sup>st</sup> November. Water supply is subject to season restrictions and hose pipe bans. Dunnington Parish Council is responsible for paying the water company for water used.

**6.5** Any form of unattended mains connected irrigation whether it is open hose flood irrigation or seep hose irrigation pipes and water butts beneath standpipes must be used sensibly and ideally used in the evening to avoid evaporation. Any tenant who in the eyes of Dunnington Parish Council is considered to use excessive quantities of water, or who is seen to consistently monopolise the water tap, will be issued a warning notice and may be charged for the water they have used. Tenants are responsible for ensuring that their water infrastructure complies with Water Fittings Regulations 1999.

#### **7. Bonfires and Other Restrictions**

**7.1** Bonfires are permitted for the burning of dry un-treated, un-painted woody waste or dry weeds not suitable for composting. The burning of any other materials such as plastics, tyres, carpet, wire cable, MDF, laminated wood is strictly prohibited and will lead to immediate termination and referral for prosecution.

**7.2** All fires between 1<sup>st</sup> April and 1<sup>st</sup> November must be contained within an incinerator fit for purpose.

**7.3** Barbeques are not permitted on any allotment site. Anyone witnessed using a barbeque will be issued with a warning notice.

**7.4** Smoke from a bonfire, which is a nuisance to neighbours or impairs the visibility of pedestrians or road users could result in action under the Environmental Protection Act of 1990 or under the Highways Act 1980.

**7.5** Fires must be attended at all times until all material has been burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fires reportedly managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.

**7.6** Tenants may not remove any mineral, sand, gravel, earth, or clay from allotment sites without the written permission of Dunnington Parish Council.

#### **8. Plot Use and Storage**

**8.1** The allotment is rented to the tenant for the purpose of cultivation of vegetables and fruit crops for consumption by the tenant or their family. However limited sale of genuinely surplus produce is acceptable.

**8.2** Only materials for use on the plot may be stored on the plot, such as bean poles, cloches, pots and netting for seasonal use etc.

**8.3** Construction materials, paving and timber infrastructure work must be used within 12 months.

**8.4** Excessive quantities of construction materials will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by Dunnington Parish Council, the tenant charged with the cost and notice of termination given.

## **9. Waste Materials and Pollutants**

**9.1** Only personal garden waste can be used to improve composting. No other types of garden waste from external sources may be deposited on the plot or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.

**9.2** The bringing on the site and use of polluting or harmful materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.

**9.3** The following items are prohibited from being brought on site: road sweepings, earth, rubble, hard core, other construction materials, plastics or metal materials such as shelving or angle iron. If items are required for securing purposes they should be discussed with Dunnington Parish Council prior to bringing on site and if agreement is provided it should be removed from the site immediately it is no longer required or at the end of the tenancy. Bringing any of the materials listed that have not been agreed by Dunnington Parish Council may result in tenancy termination. Dunnington Parish Council reserves the right to amend the list of polluting or prohibited materials as it sees fit.

**9.4** The use of glass on a plot is forbidden and will result in a notice and possible termination.

**9.5** All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned as per Condition 7 or taken to one of City of York Council's waste disposal sites.

**9.6** If tenants witness someone illegally fly tipping rubbish onto allotment land, they should contact the Parish Clerk.

**9.7** Only manure in quantities as may reasonably be required for immediate cultivation shall be deposited on the tenant's allotment.

## **10. Temporary Structures, Hedges and Fences**

**10.1** Only temporary structures such as those in 10.2 will be permitted. No temporary structure shall be erected on any plot if it exceeds 8ft x 2ft x 3ft either vertical or horizontal. A temporary structure is defined as one that has minimal or no foundation. Dunnington Parish Council provides a communal shed which tenants may use for the storing of their tools.

**10.2** Cold frames, cloches, plant supports such as runner bean supports are permitted.

## **11. Notice Boards, Paths, Haulage Ways and Parking**

**11.1** The tenant must use their best endeavours to protect the fence or hedge enclosing the land and also any noticeboards erected by Dunnington Parish Council from any mishap.

**11.2** Any paths within allotments must be kept free from flowering weeds and long overgrown grass must not exceed 15cm (6 inches) high.

**11.3** Should there be shared paths between two allotments these must be maintained, kept cut and clipped up to the nearest half width by each adjoining tenant. Paths must be clear of obstruction at all times.

**11.4** Vehicular accesses must not be obstructed or parked on except for loading and unloading only. Vehicles which frequently and persistently block access may be barred from the allotment sites.

**11.5** Vehicles should not be parked on an allotment site except in the case of the Undergate allotment site. Tenant's vehicles may park at the Undergate allotment site but only at the area designated at the top of the allotment site. Tenants who park their vehicles in an unacceptable manner will be issued with a warning letter.

## **12. Dogs, Livestock and Bees**

- 12.1** Dogs must not be brought onto the allotments or any part of the site unless they are a guide or assistance dog or kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads or otherwise restrained will receive a notice.
- 12.2** Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have their dog(s) barred from the allotment site.
- 12.3** The burial of any pets or animals or internment of ashes on allotment land is strictly forbidden and will result in termination of tenancy.
- 12.4** Beehives are not permitted on any allotment site. The placement of bees on the site will be subject to immediate removal at cost to the tenant.
- 12.5** No livestock shall be kept on any allotment. Any livestock on the site will be subject to immediate removal at cost to the tenant.

## **13. Rent, Bond and Keys**

- 13.1** The tenant must pay the invoiced rent within 21 days of the due date.
- 13.2** The rent year runs from the 1<sup>st</sup> April to 31<sup>st</sup> March and is payable in advance. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 13.3** Tenants at the time of signing an Allotment Agreement will be required to pay a Bond in respect of each plot taken. The Bond will be held as security by Dunnington Parish Council should a tenant breach the tenancy agreement.
- 13.4** The Bond amount will be reviewed at the same time as any proposed rent increases by Dunnington Parish Council and will apply to any new tenancy Allotment Agreements.
- 13.5** The tenant will be provided with a key to the communal shed by the Dunnington Parish Council's Parish Clerk.
- 13.6** The tenant will be responsible for the safe keeping of their key and must not loan or give their key to anyone else without permission from Dunnington Parish Council.
- 13.7** A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end without any pro rata rent refund.
- 13.8** The departing tenant shall clear their plot before the end of the tenancy. Dunnington Parish Council will clear the plot if this is not undertaken by the tenant. The full cost of any clearance minus the Bond shall be charged to the outgoing tenant.
- 13.9** Rent and bonds will be charged in accordance with the scale of charges as shown on Dunnington Parish Council's website including annual increases. Rent demands will be issued annually in advance on the 1<sup>st</sup> April each year. Failure to give notice to an individual tenant will not invalidate the tenant's rent liability.
- 13.10** All key(s) must be returned to Dunnington Parish Council's Parish Clerk when a tenant terminates their allotment.

## **14. Observance of Terms and Conditions**

- 14.1** Tenants must observe and comply with Dunnington Parish Council's current Terms and Conditions and any that Dunnington Parish Council may make at any time in the future (e.g., statutory law changes, local restrictions such as bonfire and water restrictions).
- 14.2** Terms and Conditions will be posted online on Dunnington Parish Council's website and may be displayed either on notice boards, gates and/or sent with rent invoices, new tenancy agreements or newsletters. Failure to observe the Terms and Conditions will lead to the tenant being put on notice and possibly tenancy termination. In certain extreme instances a breach of the allotment site Terms and Conditions can lead to immediate termination of tenancy.
- 14.3** Tenants must comply with reasonable or legitimate directions given by Dunnington Parish Council's Parish Clerk in relation to an allotment or site.

## **15. Allotment Site Safety, Security and Duty of Care**

- 15.1** Tenants must comply with Dunnington Parish Council's Code of Conduct, their Regulations, and any Statutory Legislation currently in force.
- 15.2** The allotments and sites or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed illegal or immoral or anti-social act will be subject to immediate tenancy termination.
- 15.3** In the case of 2 tenants having an unresolved dispute and no one party can be proven as being in breach of the Allotment Terms and Conditions then Dunnington Parish Council reserves the right to end the tenancy of both parties. Dunnington Parish Council reserves the right to consult with any allotment site representatives or other appropriate agency regarding any such disputes.
- 15.4** Tenants have a duty of care to everyone, including visitors, trespassers and themselves.
- 15.5** Any structure or other item considered hazardous should be removed after instruction from Dunnington Parish Council's Parish Clerk. Failure to do so will see Dunnington Parish Council remove the structure or item with costs charged to the tenant and may result in termination.
- 15.6** Storage of fuels including petrol and other hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution and any unused fuel should be removed from the allotment site at the end of the day. Any fuel must be in a suitable marked labelled container. If hazardous materials such as asbestos are found on your allotment then please inform Dunnington Parish Council's Parish Clerk.
- 15.7** Particular care should be taken when using strimmers, rotavators and other mechanical powered equipment both in relation to the user and any third party person. Appropriate personal protective equipment should be worn at all times.
- 15.8** Unsafe working practices may result in termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 15.9** Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.
- 15.10** All tenants and authorised persons must ensure on exiting that they are the last person to leave the allotment site and that any structures or gates are secured on exiting.
- 15.11** Dunnington Parish Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment site. Tenants are advised not to store any item of value on the allotment site and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the police and to Dunnington Parish Council's Parish Clerk.
- 15.12** The tenant shall indemnify Dunnington Parish Council against costs, claims and liabilities which may arise in connection with their negligence.

## **16. Unauthorised Persons**

- 16.1** Only the tenant or a person authorised or accompanied by the tenant is allowed on the site, unless already advised that access is not permitted by Dunnington Parish Council's Parish Clerk.
- 16.2** Dunnington Parish Council's Parish Clerk may order any unauthorised person on the allotment site in breach of these Terms and Conditions to leave immediately.
- 16.3** The tenant is responsible for the behaviour of children or adults visiting the allotment. In an instance where a visitor breaches the Terms and Conditions then the tenant will be held responsible.
- 16.4** Allotments are not suitable for private gatherings and those visiting should be there for the purpose of undertaking works on the allotment or with adult supervision.
- 16.5** The playing of amplified music, illegal activity such as drug use or underage drinking is forbidden.

## **17. Vehicles, Tents and Caravans**

- 17.1** Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles such as camper vans are not permitted on any allotment sites.
- 17.2** Overnight erection of tents, yurts and other permanent or temporary structures, as well as overnight camping are not allowed on allotment sites.

## **18. Plot Numbering, Plot Splitting and Notices**

**18.1** Tenants must keep their allotment number clean and legible to be visible from the main access pathway.

**18.2** Where allotment plots do not have the numbers clearly on display Dunnington Parish Council reserves the right to paint numbers on water butts or fencing. Plots without numbering are in breach of tenancy and can be put on notice by Dunnington Parish Council's Parish Clerk.

**18.3** If Dunnington Parish Council agree or decide that an allotment plot is suitable for dividing into 2 equal half plots then Dunnington Parish Council's Parish Clerk will organise marking the boundary line. The direction and line of the plot split must be agreed by Dunnington Parish Council.

**18.4** Any Society or Association, Federation and Dunnington Parish Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the allotment site except with written consent of Dunnington Parish Council.

## **19. Change of Address and Notices**

**19.1** Tenants must immediately inform Dunnington Parish Council's Parish Clerk, in writing or by email of changes of address or status.

**19.2** Notices to be served by Dunnington Parish Council on the tenant may be sent to the tenant's address in the Tenancy Agreement (or as notified to Dunnington Parish Council under these Terms and Conditions) by post, registered letter, recorded delivery, hand delivered or served on the tenant personally.

**19.3** Notices served under rule 17.2 will be treated as properly served even if not received.

**19.4** Written information for Dunnington Parish Council should be sent to Dunnington Parish Council's Parish Clerk.

## **20. Application**

**20.1** These Terms and Conditions are made pursuant to Allotments Acts 1908 to 1950.

## **21. Terms and Interpretation**

In these Terms and Conditions, the words used are to have the following meaning:

**21.1** Allotment - A plot of land on a site that is let by Dunnington Parish Council to a tenant for the cultivation of herbs, vegetables crops, fruit trees, fruit bushes and flowers.

**21.2** The Parish Council - Dunnington Parish Council

**21.3** Tenant - A person who holds an agreement for the tenancy of an allotment.

**21.4** Site or Sites - Undergate Allotments or The Green Allotments and any other plot of land designated as an allotment site and let by Dunnington Parish Council.

**21.5** Rent - The annual rent payable for the tenancy of an allotment having regard to the Allotments Act 1950.

**21.6** Review notice - Any notice of reviewed rental charges.

**21.7** Site representative - An allotment tenant who acts as a point of contact between Dunnington Parish Council and the tenants and helps oversee the allotment.

**21.8** Tenancy agreement - A legal binding written document which records the terms and conditions of letting, of a particular allotment to an individual.

**21.9** Haulage way - A common route within the site for vehicular and pedestrian access to allotments.

**21.10** Parish Clerk - The Parish Clerk employed by Dunnington Parish Council.

**21.11** Cultivation - The keeping of the plot in good productive order by the maintenance and improvement of soil. The control and prevention of flowering and non-flowering weeds.

The production of vegetable crops, fruit trees, fruit bushes, herbs, and flowers.

**21.12** Paths - The dividing paths between allotments and any other paths on allotment sites.

## **22. Dunnington Parish Council's Responsibilities**

**22.1** Administration – The keeping of waiting lists, Allotment GDPR Consent and Tenancy Allotment Agreement Forms, letting plots, rent collection, terminations, enforcement of the terms and conditions and risk assessments.



**22.2** Repairs and maintenance – Repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways, vacant plot management, hedges, and tree management.

**22.3** Rubbish clearance – To only remove rubbish which has been fly-tipped from an external source and to carry out investigations and to take necessary enforcement action.

**22.4** Liability – Dunnington Parish Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants, contents, or vehicles on an allotment plot.

**22.5** Dunnington Parish Council will provide water to the allotment sites and will pay the water bill in respect of those sites.

### **23.The Complaints Procedure**

**23.1** Dunnington Parish Council aims to provide a high quality allotment service. If, however, a tenant is unhappy with the service, in the first instance they should email Dunnington Parish Council's Parish Clerk. If the tenant is dissatisfied with the response, then they should access City of York Council's website for their formal complaints procedure.

### **24.Termination of Tenancy Agreement By Dunnington Parish Council**

The legal termination procedures are under THE SCHEDULE in The Allotment Act 1922 Section 1 Sub-section (1), as amended by the Allotments Act 1950 Section 1 (1).

**24.1** Dunnington Parish Council shall be entitled to terminate the tenant's Tenancy Agreement in any of the following ways:

- (i) by giving a minimum of 12 months' written Termination Notice to expire on or before the 6th day of April or on or after the 29th day of September in any year, or
- (ii) by giving 3 months' written Termination Notice expiring at any time:
  - (a) where Dunnington Parish Council requires the plot for any purpose for which it was acquired by Dunnington Parish Council (other than use of the allotment for agriculture) or has appropriated them to another purpose under any statutory provision, or
  - (b) if Dunnington Parish Council requires the allotments for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of the aforementioned purposes; or
  - (c) in a case of an emergency less than 3 months' notice may be given
- (iii) by giving 1 month's written Termination Notice if:
  - (a) the rent is in arrears 40 days or more after it has become due, whether demanded or not; or if the tenant becomes bankrupt or compound with his creditors; or
  - (b) the tenant breaches any of the terms and conditions of their Tenancy Agreement
  - (c) where the tenant is resident more than one mile out of the borough, district, or parish for which the plot is provided unless agreed otherwise by Dunnington Parish Council under condition **1.1**.

**24.2** If the tenant passes away, Dunnington Parish Council automatically has a right of re-entry and to re-let the plot.

**24.3** In the event of the plot not being sufficiently cultivated, but no earlier than 3 months following the date of the tenant's Tenancy Agreement, Dunnington Parish Council shall issue a non-cultivation notice giving 1 month for the tenant to comply and cultivate. If the tenant does not comply by the end of this notice period, Dunnington Parish Council will serve a 1 month Termination Notice – see Termination Procedures clause **24.1**.(iii) (b) and Cultivation clause **2.3**.

**24.4** In the event of Non-Payment of rent Dunnington Parish Council shall issue a Non-Payment of Rent Notice giving 1 month for the tenant to comply. If the tenant does not comply by the end of this notice period, Dunnington Parish Council will serve a 1 month Termination Notice – see Termination Procedures clause **22.1**.(iii) (a).

**24.5** Any notice required to be given by Dunnington Parish Council to the tenant shall be sufficiently served on the tenant either by handing it to the tenant personally or by leaving it at or sending it by ordinary post or email to the tenant at the last known address of the tenant or by affixing the same in some conspicuous manner on the

tenant's plot. Any notice required to be given by the tenant to Dunnington Parish Council shall be sufficiently given if signed by the tenant and sent by ordinary post or email to Dunnington Parish Council's Parish Clerk.

## **25.Termination of Tenancy Agreement By The Tenant**

**25.1** The tenant may terminate their tenancy agreement by:

- (i) giving Dunnington Parish Council's Parish Clerk 1 months' written Termination Notice expiring at any time; or
- (ii) giving Dunnington Parish Council's Parish Clerk a Termination Notice in writing after the tenant has been served with a Notice to review the rent. The tenant's Termination Notice must be given before the commencement date of the revised rent.

**25.2** The tenant's Termination Notice should state the plot number and allotment site.

**25.3** The tenant should endeavour to surrender their allotment prior to their annual rent being invoiced for in order to avoid being issued a bill for the following year.

## **26.Repayment of Bond**

**26.1** On termination of an allotment any keys must be returned to Dunnington Parish Council's Parish Clerk.

**26.2** The bond will be returned to the tenant provided the allotment is left in a good standard of cultivation with no rubbish present.

**26.3** If the allotment is not left in a good state of cultivation and free from rubbish the bond will not be returned or will be used as part payment if the cost of clearing the allotment is greater. Any costs in excess of the bond will be recovered from the tenant by Dunnington Parish Council.

## Appendix 1: List of banned chemicals

### 1. Insecticides

- **Bifenthrin**, A chemical in product from brand Bayer Bug and Disease Killer, Doff All in One Garden Pest Killer, and Scotts Rose Clear 3, its uses for terminating various unwanted insects.
- **Chlorpyrifos**, it is a common chemical to take away vegetable root flies.
- **Dimethoate**, Doff Systemic Insecticide is the name of the manufacturer. This chemical is banned due to its toxic compounds. It is a hazardous chemical to sap-feeding insects
- **Lindane**, Many insects and disturbing plants product such as Doff Gamma BHC Dust, Doff Weevil Killer, and Doff Ant Killer contain this chemical. It serves as a soil fertilizer to destroy pests.
- **Malathion**, a chemical substance to take care of unwanted insects and mites that can damage plants.
- **Permethrin**, a chemical that you can see in Homebase All in One Insecticide brand. I mainly to overcome various insects.
- **Pirimicarb**, A substance to eliminate aphids. It is sap-sucking insects that cause a lack of plant vigor also it distorted plant growth. Some aphids transmit plant viruses which can be a problem on fruit and vegetables such as strawberries, raspberries, tomatoes, cucumbers, dahlias, tulips, sweet peas, and many other plants.
- **Pirimiphos-methyl**, it is a glasshouse pests product that can pollute the soil in long-term usage.
- **Resmethrin**, a chemical to destroy houseplant insects.
- **Rotenone**, a substance in products such as Bio Liquid Derris Plus, Doff Derris Dust, Vitax Derris Dust that eliminate various leaf pests.
- **Tar oils and tar acids**, both compounds are useful to eliminate aphids eggs on fruit trees. It also acts as a disinfectant for vine weevil eggs.

### 2. Fungicides

- **Carbendazim**, a garden chemical as a solution for various plants diseases.
- **Copper oxychloride**, a highly important substance with vary of usage. It controls of celery leaf spot, peach leaf curl, potato blight, tomato blight, apple, and pear canker. Moreover, it manages a healthy bacterial canker of plums and cherries, rust on currants and gooseberries, cane spot on raspberries and loganberries. It also prevents damping-off and foot rot of seedlings of edible and ornamental garden plants.
- **Copper sulphate**, it is a strong garden chemical to damping off in seedlings.
- **Copper sulphate plus hydrated lime** (Bordeaux mixture), controls blight on potato and tomato, celery leaf spot, apple canker, bacterial canker on cherry and plum, peach leaf curl, and also blackcurrant and gooseberry rust.
- **Difenoconazole**, it can be found in a brand such as Westland Plant Rescue Fungus Control. It is liquid concentrate. It controls powdery mildew, rust, and blackspot on roses and rust and powdery mildew on fruit and vegetables.
- **Mancozeb**, that eliminates for various plant diseases.
- **Penconazole**, another garden chemicals to overcome diseases on roses an ornamentals
- **Sulfur (Sulphur candle)**, a glasshouse fumigant to kill fungal spores on exposed surfaces. However, it has high pollution level in the soil. It is the main chemical in items such as Growing Success Deadfast Greenhouse sulfur candle. Sulfur is harmless in form of candles is a cleaning agent rather than pesticides.
- **Sulfur (Green sulphur)**, it is a garden chemical to control of powdery mildew on various fruit, ornamentals, and vegetables. It is useful for treating molds in greenhouse staging, seed trays, and boxes.
- **Sulfur (Yellow sulphur)**, it controls powdery mildew on various plants such as fruit, ornamentals, and vegetables. Moreover, it storages rots of bulbs, corm, and tubers.
- **Thiophanate methyl**, a liquid form chemical to eliminate clubroot.
- **Triforine and bupirimate**, it specializes for rose usage.

### 3. Weedkillers, mosskillers and plant growth regulators

- **Ammonium sulphamate**, woody weeds, and stumps
- **Atrazine**, it treats unplanted ground around established trees and shrubs. Europe band this chemical but some other country like the USA still permits it. People coming in to contact with this substance can lead to health problems, menstrual issues, and cancer.
- **Dichloroprop**, for lawn weeds use but proven to have a bad impact on human and animals.
- **Diuron**, gardeners use this chemical to overcome weeds on hard surfaces
- **Glufosinate ammonium**, its bad effect to the environment cause this chemical to be banned to garden usage.
- **Paraquat**, this garden chemical for weed in instant contact. Therefore people that use this are highly exposed to a dangerous substance. It causes an issue for any animals and human with a toxic problem such as lung, liver, kidney and heart damage.
- **Simazine**, it is useful to terminate unwanted weeds that hinder the flower and other plants. However, it is dangerous for any animals accidentally coming in to contact with this substance. Humans also need to be careful with this chemical. It is so dangerous that some countries ban the use of this chemical, import, export and sell.
- **Sodium chlorate**, another garden chemical that destroys weeds but also destroy other plants, animals and has an effect on human.
- **TBA (2,3,6 - trichlorobenzoic acid)**, another garden chemical for lawn weeds that receives a ban from the international usage.

For a list of up to date banned chemicals please visit:

DEFRA: <https://www.gov.uk/government/organisations/department-for-environment/>

## Appendix 2: Invasive plants covered by legislation in England

Scientific Name	Common Name
<i>Allium paradoxum</i>	Few Flowered Leek
<i>Allium triquetrum</i>	Three corned Garlic
<i>Azolla filiculoides</i>	Water Fern
<i>Cabomba caroliniana</i>	Carolina WaterShield Fanwort
<i>Carpobrotus edulis</i>	Hottentot Fig
<i>Cotoneaster bullatus</i>	Hollyberry Cotoneaster
<i>Cotoneaster horizontalis</i>	Cotoneaster
<i>Cotoneaster integrifolius</i>	Entire leaved Cotoneaster
<i>Cotoneaster microphyllus</i>	Small leaved Cotoneaster
<i>Cotoneaster simonsii</i>	Himalayan Cotoneaster
<i>Crassula helmsii</i>	Australian Swamp, New Zealand Pygmyweed Stonecrop
<i>Crocsmia × crocosmiiflora</i>	Montbretia
<i>Diphysma crassifolium</i>	Purple Dewplant
<i>Eichhornia crassipes</i>	Water Hyacinth
<i>Elodea</i> spp.	Waterweeds
<i>Fallopia japonica</i>	Japanese Knotweed
<i>Fallopia japonica × Fallopia sachalinensis</i> [F. × bohemica]	Hybrid Knotweed
<i>Fallopia sachalinensis</i>	Giant Knotweed
<i>Gunnera tinctoria</i>	Rhubarb Giant
<i>Hydrocotyle ranunculoides</i>	Floating Pennywort
<i>Heracleum mantegazzianum</i>	Giant Hogweed
<i>Impatiens glandulifera</i>	Himalayan Balsam
<i>Juncus planifolius</i>	Rush Broad-leaved
<i>Lagarosiphon major</i>	Curly Waterweed,
<i>Lamiastrum galeobdolon</i> subsp. <i>argentatum</i>	Variegated Yellow Archangel
<i>Ludwigia grandiflora</i>	Water Primrose
<i>Ludwigia peploides</i>	Floating Water Primrose

Ludwigia uruguayensis	Water Primrose
Myriophyllum aquaticum	Feather Parrot's
Parthenocissus inserta	False Virginia Creeper
Parthenocissus quinquefolia	Virginia Creeper
Pistia stratiotes	Water Lettuce
Polygonum perfoliatum	Weed Mile-a-minute
Rhododendron luteum	Yellow Azalea
Rhododendron ponticum	Rhododendron
Rhododendron ponticum × Rhododendron maximum	Rhododendron
Rosa rugosa	Japanese Rose
Rubus spectabilis	Salmonberry
Sagittaria latifolia	Duck Potato
Salvinia molesta	Giant Salvinia

For a list of up to date invasive weeds please visit:

RHS: <https://www.rhs.org.uk/>

DEFRA: <https://www.gov.uk/government/organisations/department-for-environment/>

### **Appendix 3: List of banned materials and fuels**

- Asbestos
- Carpet
- Vinyl Flooring
- Tyres
- Plastics and Plastic Containers
- MDF
- Laminated Wood
- Scrap Metal
- Painted Timber
- Hardcore
- Excessive Building Materials
- Glass
- Chemical Drums
- Kitchen Scraps
- Petrol - not to be kept on site
- Diesel – not to be kept on site