



Yarm Town Council
Town Hall & Heritage Centre
High Street
YARM
TS15 9AH

Yarm Town Council – Allotment Tenancy Rules and Regulations

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Foreword

This is the 2026 edition of the Yarm Town Council Allotment Tenancy Rules and Regulations for Yarm Allotment Tenants and is the version to which all tenants should now adhere.

If you require further copies of this document, they can be obtained by visiting the Yarm Town Council website at:

- via email to the Town Clerk: townclerk@yarmtowncouncil.gov.uk

These Allotment Tenancy Rules and Regulations provide every tenant with a clear understanding of what is required of them on their allotment space in one of the Yarm allotment areas throughout their period of tenancy. We would appreciate your help, support and cooperation in ensuring your use of the allotment complies with all the Allotment Tenancy Rules and Regulations

Yarm Town Council would like to thank you and wish you a successful period of allotment gardening.

Contact Us

All allotment related enquiries should be directed to the Town Clerk and/or members of Yarm Town Council's Allotment Committee.

You can do this by using the contact method shown below

- via email to the Town Clerk: townclerk@yarmtowncouncil.gov.uk



Part 1 - Your Tenancy

This Tenancy Agreement is made in line with the Small Holdings and Allotments Acts 1908 – 1950 and applies to all Yarm Town Council owned and rented allotments, whether association managed or otherwise.

1.1 Tenancy Agreement

1.1.1 All plots are let for a year, with the year running from 1st October to the 30th September in any year and thereafter year to year until the tenancy is terminated in accordance with these Rules and Regulations. Termination of tenancy will be in accordance with these Rules and Regulations and subject to the statutory notice provisions set out in the Allotments Acts.

1.1.2 In order to continue a tenancy plot holder must:

The tenant named in the agreement is normally required to pay an initial security payment of £100 when the plot is issued, together with the annual rental payment within 30 days of the plot being allocated. This payment may be waived if the plot is in an uncultivated condition when accepted by the tenant. Any such waiver must first be considered by the Yarm Town Council Allotment Committee and then approved at the next available ordinary meeting of Yarm Town Council.

Annual rent payments are non-refundable. The initial security payment will be refunded only upon termination of the tenancy, provided the plot is returned in a good and satisfactory condition and subject to the approval of Yarm Town Council. Yarm Town Council reserves the right to deduct from the deposit the cost of clearing the plot or removing any structures if the tenant fails to return the plot in a satisfactory condition.

The tenant must sign and return a copy of the Tenancy Agreement to the Town Clerk of Yarm Town Council within 10 working days of accepting an offer of an Allotment.

- (a) Failure to return the issued tenancy agreement will delay the authorisation to commence use of the plot.
- (b) All completed and signed tenancy agreements are to be delivered to the Town Clerk via one of the methods below:
 - By hand to: Yarm Town Hall, High Street, Yarm. TS15 9AH



- By email to: townclerk@yarmtowncouncil.gov.uk

(c) For the duration of any tenancy and occupation of an allotment plot all tenants, existing or new must observe and comply with the current Allotment Tenancy Rules and Regulations. The Allotment Tenancy Rules and Regulations may be updated from time to time. When this happens, these notifications will be sent by post, or by email where the tenant has agreed to receive correspondence electronically, they will also be on www.yarmtowncouncil.gov.uk and it is the responsibility of each tenant to ensure that they are aware of the current Rules at all times.

1.1.3 Each allotment plot tenancy will be held in the name of the applicant (one person) only, even if more than one person intends to work on the plot.

1.1.4 Yarm Town Council, as landlord, retains all rights and powers over the land occupied by any tenant for any period of time.

1.1.5 Yarm Town Council reserves the right to set appropriate annual rent levels and review and revise these levels as necessary to sustainably continue the service.

1.1.6 Any rent increase will take effect from 1st October each year. However, tenants will be given notice of any variation to the rent no later than the start of the financial year (1st April). These notifications will be sent by post, or by email where the tenant has agreed to receive correspondence electronically.

1.1.7 Allotments are primarily provided for residents of Yarm Parish. If a tenant moves outside the Parish, Yarm Town Council may review the tenancy and reserves the right to terminate it in accordance with the statutory notice requirements

1.1.8 Non-Payment of Rent

If the annual rent or any other sum properly due under this Yarm Town Council Allotment Tenancy Rules and Regulations Agreement remains unpaid for 40 days after it has become due, whether formally demanded or not, Yarm Town Council may terminate the tenancy in accordance with Section 1 of the Allotments Act 1922 and the relevant provisions of the Small Holdings and Allotments Acts 1908 – 1950 and these Rules.

Before terminating the tenancy, Yarm Town Council will normally:

a. Issue a written reminder to the tenant requesting payment of the outstanding



amount

b. Allow the tenant a reasonable opportunity to make payment or contact Yarm Town Council to discuss the arrears; and

c. Where the arrears remain unpaid after the 40-day period, serve a Notice to Quit on the tenant in accordance with the statutory requirements.

Failure to pay the outstanding rent within the time specified in the Notice to Quit may result in the termination of the tenancy and repossession of the allotment plot by Yarm Town Council.

Any rent arrears or costs properly incurred by Yarm Town Council may be deducted from the tenant's security payment where applicable.

1.2 New Tenants, Eligibility Criteria and Allocation of Plots

1.2.1 To be eligible for an allotment plot, a person must be at least 18 years old and reside within the parish of Yarm. Residency will normally be verified via the Electoral Register. Where a person is not listed, other reasonable proof of residency may be requested (for example utility bills or photographic ID showing address).

1.2.2 Persons wanting to rent an allotment plot must apply to Yarm Town Council on the form provided for that purpose before they are added to the waiting list. This must be fully completed with all relevant information provided and once the applicant has been verified, they are added to the waiting list.

1.2.3 All plots are let on an 'as seen' basis and Yarm Town Council is not responsible for any works which may be required after acceptance.

1.2.4 When someone confirms their wish to commence a new tenancy, they will be required to sign a Tenancy Agreement and pay an initial security payment and the annual rent on that plot, prior to being allowed to start work on the plot.

1.2.5 New tenants will be expected, within the 3-month probation period, to undertake a specified level of progress or cultivation, agreed at the start of the tenancy with the Town Clerk and representative of Yarm Town Council's Allotment Committee. Failure to do this within this period, could result in the tenancy being terminated, in accordance with Yarm Town Council Allotment enforcement procedure.



- 1.2.6 The first three months of your tenancy are a probationary period. During this time, you are expected to follow all Allotment Tenancy Rules and Regulations. If there is a concern that the rules have not been followed, Yarm Town Council will invite you to a meeting to discuss the issue. You will receive notice of the meeting and have the opportunity to explain your side. If Yarm Town Council decides that a rule has been breached, your tenancy may be ended by serving a Notice to Quit in accordance with these Rules.
- 1.2.7 Plot allocation is restricted to one plot per person except where in prior years allocations were made to tenants for additional plots when Yarm Town Council was unable to find new tenants. When these tenants surrender their plots, Yarm Town Council will revert to restricting one plot to a person.
- 1.2.8 The person at the top of the waiting list will be selected as tenant of the next available allotment if they;
- Still live in the parish of Yarm Town Council and is on the Electoral Register (where the person has recently moved into the parish and is not on the Electoral Register proof of residency is required).
 - Agrees to abide by the Allotment Tenancy Rules and Regulations as set out in this document.
- 1.2.9 Applicants who refuse an offer without good reason may be placed at the bottom of the waiting list.

1.3 Primary Users

- 1.3.1 The tenant must be the primary user of the plot. Allotments provided under the Allotments Act are intended for cultivation by the occupier, primarily for the production of vegetables, fruit, and flowers for the use of themselves and their household.

1.4 Sale and Sub-Letting

- 1.4.1 Your allotment tenancy is personal to you and cannot be transferred, sold, or given to anyone else. Under Section 27(4) of the Allotments Act 1908, you may not assign, underlet, or part with possession of your plot.
- 1.4.2 Any shed, greenhouse, or other structure that you own must be removed from



the plot if you decide to surrender your tenancy. Structures cannot remain for use by another person unless approved by the Yarm Town Council.

1.4.3 You cannot sub-let, sell, or share your plot with anyone else. Allowing another person to use your allotment without Yarm Town Council permission is not allowed.

1.4.4 Yarm Town Council will inspect plots to ensure these rules are followed. Any breach may lead to termination of the tenancy.

1.5 Change of Address

1.5.1 The Tenant must notify Yarm Town Council in writing of any change to their postal or email address within one month of the change occurring. Notification may be given by email or by post to Yarm Town Council. Failure to provide updated contact details within the required period may result in a warning being issued. Where Yarm Town Council is unable to contact the Tenant using the details provided, Yarm Town Council may display a written notice at the entrance to the Tenant's allotment plot. Such notice will be deemed a reasonable attempt to contact the Tenant. The Tenant is responsible for ensuring that Yarm Town Council holds current contact details at all times.

1.5.2 Personal information held by Yarm Town Council relating to your allotment tenancy will be held in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any requests for information held by Yarm Town Council in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

1.6 Written Correspondence

1.6.1 Any notice, letter, form or other written correspondence required to be given under this Agreement shall be deemed to have been properly served if, sent by post to the Tenant at their last known address, sent by email where an address has been provided or delivered by hand to the address on file, or leaving it in a conspicuous place on the Tenant's allotment plot.

1.7 Power of Entry and Inspection

1.7.1 The allotments are Yarm Town Council owned land. Any officer of Yarm Town



Council, including the Yarm Town Clerk, Yarm Town Council members and members of Yarm Town Council Allotment Committee, may enter and inspect any/ all allotment plots to ensure compliance with Allotment Tenancy Rules and Regulations of tenancy at any time.

- 1.7.2 All tenants are advised that photographs are a routine part of the inspection process and these pictures are retained by the Yarm Town Council's Allotments Committee for future reference, in accordance with the requirements of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 1.7.3 If you cause hindrance or harassment of a duly appointed Yarm Town Council Allotment Committee member or Yarm Town Council officer in the process of completing an inspection of the plot, then investigation and possible enforcement action will be taken against you in accordance with these Rules.
- 1.7.4 **Regular Inspections** - Plots will be inspected on a regular basis by authorised members of Yarm Town Council's Allotment Committee and/ or other officers as designated by Yarm Town Council. Tenants will be provided with feedback following inspections where issues are identified, and improvement notices will be issued.

Annual Inspections - Notice of annual inspections will be posted on the entrance gates to the relevant allotment area. Inspections can take place during the summer months of June to September but could also take place during other times of the year when required.

Standards and Remedial Action - All plots must be maintained to the minimum standards specified in the allotment tenancy agreement and the current Rules. If a plot is found to be below the required standard, the tenant will be notified in writing and given a reasonable period of at least 28 days to carry out the necessary remedial work.

Failure to remedy deficiencies within the specified period may result in further enforcement action, including termination of the tenancy in accordance with the allotment tenancy agreement.

Exceptional Yarm Town Council Intervention - In exceptional circumstances, where Yarm Town Council undertakes remedial work necessary for the safety,



maintenance, or management of the allotment site, Yarm Town Council reserves the right to recover reasonable costs from the tenant.

General Compliance - All inspections and enforcement actions shall be carried out in accordance with the Allotments Act 1922 and subsequent relevant legislation, and in accordance with Yarm Town Council adopted allotment policies.

1.7.5 Tenant Record of Warnings

- (a) Any warning received by the tenant will remain on record for 3 years (from the date of the warning). This system aims to prevent persistent abusers of the Allotment Tenancy Rules and Regulations.
- (b) Tenants who, in one season, received a first warning, who subsequently took adequate action during the following 3 months of that year, but then commit the same offence within the subsequent 3-year period, could receive a 2nd warning for that offence and risk notice of eviction

1.7.6 Allotment tenants are not allowed to enter another tenant's plot without gaining the relevant prior permission from the plot holder.

1.8 Requests for Extension to Annual Inspection

1.8.1 Tenants who are unable to cultivate their plot due to illness or other personal circumstances should contact the Town Clerk of Yarm Town Council. All personal information provided will be handled in accordance with data protection laws and kept strictly confidential. Contact details for the Town Clerk are provided within this document.

1.8.2 At the discretion of Yarm Town Council, tenants may be granted an extension of up to six months. During this period, tenants will not be subject to the standard inspection or enforcement procedures. Requests for an extension will normally only be considered if the plot is already maintained to a reasonable standard of cultivation. "Reasonable standard of cultivation" refers to a plot that is generally tidy, with no significant neglect of crops or soil.

1.8.3 To request an extension, tenants should submit a written request, including the reason for the request and any supporting documentation. Each request will be assessed fairly and consistently by Yarm Town Council.



1.9 Changing Plots

1.9.1 Notification of Vacancies

When an allotment plot becomes vacant, Yarm Town Council will display a notice on-site advertising the plot as available for transfer. The notice will remain in place for a minimum of 2 weeks.

Application by Existing Tenants

Existing tenants who wish to move to the vacated plot must submit a written request to the Chair of the Yarm Town Council Allotment Committee, expressing their interest in the transfer.

Decision Criteria

If two or more tenants apply for the same plot, the following criteria will be used to decide the transfer: Priority will be given to the tenant whose current allotment is assessed as best kept, based on clearly defined standards (e.g., tidy, well-cultivated, weed-free) as judged by the Chair of Yarm Town Council Allotment Committee. If there is no significant difference in the condition of applicants' existing plots, priority will be given to the tenant with the longest continuous tenancy (seniority).

Appeal Process

Tenants who disagree with the transfer decision may request a review by Yarm Town Council Allotment Committee within 14 days of the decision. The committee's review will be final.

Part 2 - Site Rules

2.1 Authorised Persons

- 2.1.1 Only the tenant, or visitors explicitly authorised by the tenant may enter the allotment site, except during official open days or as permitted under clause 2.1.4.
- 2.1.2 Any authorised person, including members of the Yarm Town Council Allotment Committee, Yarm Town Council members and Yarm Town Council Clerk, may require any unauthorised person to leave the site immediately
- 2.1.3 Persons under the age of 18 may only access the site if accompanied by an adult, or if they have received prior authorisation from a member of Yarm Town Council



Allotment Committee or as permitted under clause 2.1.4

- 2.1.4 non-tenants may be allowed on site to care for the plot in the tenant's absence (e.g., watering plants or tending livestock), but only with prior permission from a member of the Yarm Town Council Allotment Committee.
- 2.1.5 Tenants are responsible for the conduct of all visitors to their plot. Any breach of site rules by a visitor will be treated as a breach by the tenant, and the tenant maybe subject to the same sanctions as if they had committed the breach themselves.
- 2.1.6 If a tenant is temporarily unable to tend their plot due to illness, injury, or other personal circumstances, they may request short-term assistance of up to six months from other allotment tenants, subject to approval by the Yarm Town Council Allotment Committee.

Tenants who are permanently unable to cultivate their plot should consider surrendering it to Yarm Town Council to allow reallocation to another tenant.

All decisions under these clauses are at the discretion of the Yarm Town Council Allotment Committee, in line with the Allotments Acts 1908–1950 and associated Yarm Town Council guidance.

2.2 Site Hours of Use

- 2.2.1 Allotments may only be accessed during daylight hours (from dawn until dusk).
- 2.2.2 Tenants requiring access outside these hours - for exceptional reasons such as animal husbandry, urgent maintenance, or special events - must obtain prior written permission from the Chair of the Yarm Town Council Allotment Committee.
- 2.2.3 Overnight stays or camping on any part of the allotment site are strictly prohibited.
- 2.2.4 Yarm Town Council reserves the right to delegate authority to authorised personnel, including police or security officers, to ensure compliance with these rules. Anyone found on the site outside permitted hours without authorisation may be asked to leave and could be subject to enforcement action under the Allotments Act 1908 and relevant local bylaws



2.2.5 Parking on the allotment site is permitted only for tenants actively tending their plots. Vehicles must not obstruct access routes or other tenants' plots.

2.3 Keys

2.3.1 Keys for all permanent structures or buildings within the grounds for allotments are deemed as accessible to the Yarm Town Council as they are on the land belonging to the Council and keys must be provided.

2.3.2 Keys for the Allotment Community Hut may be purchased from Yarm Community Allotments Association (YCAA) for a small charge and a refundable security deposit of £10.50.

2.3.3 Replacement keys may be requested from Yarm Community Allotments Association. Where a replacement key is issued, the cost may be deducted from the security deposit. Additional keys may also be purchased from a member of Yarm Community Allotments Association and will be subject to the applicable charge.

2.3.4 All keys must be returned to Yarm Community Allotments Association within 14 days of the termination of tenancy. Upon return of the key(s), the £10.50 security deposit will be refunded, provided the key(s) are returned within the required timeframe. Failure to return the key(s) within 14 days may result in the forfeiture of the security deposit.

Each tenant must keep their allotment site key securely in their possession at all times. Keys must not be lent, shared, or given to any other person.

2.3.5 Copying, duplicating, or otherwise reproducing allotment site keys is strictly prohibited. Any breach of this rule will be treated as a serious matter and may result in termination of the tenancy in accordance with the tenancy agreement and the Allotments Act 1908. Tenants must report any lost or stolen keys immediately to the Chair of Yarm Town Council Allotment Committee

2.4 Locking of Gates

2.4.1 All tenants and authorised persons must ensure that all gates are securely locked upon entry and departure from the allotment site. Gates must be locked even if



they are found to be unlocked at the time of arrival or departure. This requirement is intended to prevent access by unauthorised persons or animals, and failure to comply may be treated as a breach of the tenancy agreement. Only authorised keys, locks, or locking mechanisms approved by Yarm Town Council may be used.

2.5 Reporting of Crime and Anti-Social Behaviour

2.5.1 Allotment tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police and to the Town Clerk or members of the Yarm Town Council Allotment Committee. Reports can be made in writing, by email, or in person. All reports will be investigated promptly, and appropriate action will be taken in line with the Allotment Tenancy Rules and Regulations and Yarm Town Council policies. Our aim is to maintain a safe, healthy, and harmonious environment for all tenants.

2.6 Access

2.6.1 The tenant, their registered partner(s), and family members shall only enter and exit the allotment site via the designated tracks, paths, and gates provided by Yarm Town Council.

2.6.2 No additional entrances, gates, or access points shall be constructed or installed without the prior written consent of Yarm Town Council.

2.6.3 Tenants must not interfere with, alter, or remove any padlocks, fencing, gates, or other security measures installed by Yarm Town Council.

2.6.4 Tenants shall take reasonable care for their own health and safety, and that of any persons present on the site, and shall comply with any safety instructions issued by Yarm Town Council.

2.7 Vehicles on Allotment Sites

2.7.1 It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.

2.7.2 Plot users are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and



persistently block paths will be issued with a warning.

2.7.3 Pedestrians have priority use of allotment tracks at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely.

2.7.4 Drivers must limit their speed to 5 mph.

2.7.5 Yarm Town Council reserves the right to prohibit vehicular access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e. theft or fly tipping) or for the safety of tenants.

2.7.6 Vehicles are parked on allotments sites at the owner's risk.

2.8 Expected Behaviour of Tenants

2.8.1 Tenants must not discriminate against, harass, bully, or victimise any person (including other tenants, Yarm Town Council members, Yarm Town Council Allotment Committee members, or members of the public) on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, gender identity, disability, medical condition, or any other characteristic protected by law. This applies to all forms of conduct, including verbal, written, or physical.

2.8.2 Tenants must not cause harassment, alarm, or distress to any other tenant, Yarm Town Council member, member of the Yarm Town Council Allotment Committee, or member of the public in any form, whether verbal, written, or physical. Tenants are expected to behave in a courteous, respectful, and responsible manner at all times.

2.8.3 Allotment plots and any structures must be used solely for lawful and appropriate purposes. They must not be used for any illegal, immoral, or anti-social activity, including activities that could cause a nuisance or danger to others or to the local community.

2.8.4 Tenants must comply with all applicable UK laws and Yarm Town Council Allotment Tenancy Rules and Regulations while on the allotment site.



2.9 Fault and Repair Reporting

- 2.9.1 Faults or maintenance issues with security gates, locks, water pipes, fences, or other communal allotment infrastructure should be reported to the Clerk of Yarm Town Council. Once identified, minor repairs will be undertaken as soon as reasonably practical by a Yarm Town Council–assigned contractor.
- 2.9.2 Any fault that poses an immediate risk to the security or safety of the site should be reported to the Clerk of Yarm Town Council or Yarm Town Council Allotment Committee immediately. Where necessary, the Clerk of Yarm Town Council or a designated Yarm Town Council representative may authorize urgent repairs to secure the site.
- 2.9.3 Emergency faults arising outside normal working hours, which may compromise site security or safety, should be reported immediately to the Emergency Contact listed in “Useful Contacts”. The Emergency Contact is authorized to take any immediate action necessary to secure the site. Follow-up notification should then be given to the Clerk of Yarm Town Council or Yarm Town Council Allotment Committee at the earliest opportunity.

Part 3 - Your Plot

3.1 Plot ID Numbers

- 3.1.1 The plot number must be shown clearly on each plot at all times, so that they can be easily located by maintenance staff and emergency services.

3.2 Use of Plot

- 3.2.1 The tenant shall use the allotment plot for the recreational growing of vegetables, fruit, flowers and permitted livestock.
- 3.2.2 The ‘cultivated area’ is defined as that part of the plot cultivated for crop or flower production. This should represent 75% of the total plot.
- 3.2.3 The cultivated area may also include lawn, greenhouses, poly tunnels and fruit cages, housing for chickens and rabbits (all structures will require permission to be granted before erection).
- 3.2.4 Allotments must be kept clean and maintained in a good state of cultivation and



fertility throughout the year.

3.2.5 An area that is cleared annually of weeds yet remains un-cropped or unplanted during any one year will be considered as non-cultivated.

3.2.6 Cultivation requires that the tenant annually dig, mulch, prune and weed the plot.

3.2.7 A plot that is completely laid down to 100% lawn or animal housing/runs will be considered as non-cultivated.

3.3 Weeds

3.3.1 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants.

3.3.2 Weed seed heads must be removed before the seed has set.

3.3.3 Long grass or detritus that may harbour pests must be removed.

3.3.4 Tenants must control invasive weeds which spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles).

3.3.5 Allotments that have areas that are not suitable for production, such as heavily shaded areas, excessively sloping land, impoverished or polluted soils, or buildings/concreted areas which existed previously may be allowed an extended utility area. Any such exemptions will be at the agreement of the Yarm Town Council Allotment Committee /Yarm Town Council.

3.3.6 Up to 25% of the plot may be used for utility purposes, this includes sheds, storage areas, workshops, waste incinerators, seating, housing for animals (other than rabbits or chickens). Permission will be required for any structures erected on plots (see Part 6).

3.4 Trees and Hedges

3.4.1 All fruit trees must be adequately maintained and the maximum height for any tree on an allotment plot is 3 metres. Where a fruit tree exceeds this height tenants should prune/reduce height.

3.4.2 No new trees shall be planted without the permission of Yarm Town Council's Allotments Committee Chair.

3.4.3 Hedges must not exceed 2 metres in height.



3.5 Unauthorised Use of the Plot

3.5.1 Commercial Activities

(a) The tenant must not use the allotment plot, nor permit it to be used, for any trade, business, or commercial purpose.

(b) The tenant must not bring onto the plot any produce, goods, or materials intended for sale.

(c) An exemption applies only to sales conducted through the recognised Yarm Community Allotments Association Shop, and only with the prior approval of Yarm Town Council.

3.6 Storage of Materials on the Plot

3.6.1 The storage of goods or materials not directly connected with the cultivation of the plot is not permitted.

3.6.2 Yarm Town Council Allotments Committee have the right to ask the tenant to remove any items which they consider should not be stored on the plot for security or safety reasons.

3.6.3 Materials which are to be stored for use on the plot can only be stored for a maximum of 6 months. After this period, the tenant will be asked to remove surplus materials within a set time period.

3.7 Waste Disposal

3.7.1 Waste derived from the plot must be responsibly disposed of at a licensed waste disposal facility. Tenants may take waste materials from allotments to the local Household Waste and Recycling Centre which is Haverton Hill Road, Billingham, Stockton-on-Tees, TS23 1PZ. Slots must be booked online via Stockton-on-Tees Borough Council. Opening Times: 8am to 7pm (Summer, April-Oct), 8am to 6pm (Winter, Nov-Mar). Closed Christmas Day, Boxing Day, and New Year's Day. You must have photographic ID (e.g., driving licence) as proof of residency in the Stockton on Tees Borough.

3.7.2 The use of the plot for the storage, recycling or disposal of rubbish, scrap metal, hazardous material or other items brought onto the plot is strictly forbidden.



- 3.7.3 The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.
- 3.7.4 The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for the use in the cultivation of the allotment plot).
- 3.7.5 All deliveries of manure etc. should be supervised by the tenant and taken onto the plot immediately. Manure left in the lane/pathways will be considered fly tipping and enforcement action will be taken against the tenant who ordered it and the person who delivered it.
- 3.7.6 Tenants who fail to remove manure etc. will be issued with a warning and be liable for clean-up cost.
- 3.7.7 Tenants who witness illegal fly tipping onto allotment land should immediately contact the Police or the Yarm Town Council. All reports will be treated in the strictest confidence.
- 3.7.8 Any building materials which are delivered to sites, e.g. window frames for greenhouses, must be taken into the plot immediately and stored appropriately. Failure to do so will be considered fly tipping and a warning will be issued.
- 3.7.9 The tenant must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or path ways). Tenants found dumping refuse, or organic matter in the lane or on a vacant plot, will receive a warning.
- 3.7.10 Any tenant found to have disposed of waste unlawfully, or to have undertaken any activity that causes environmental harm within the allotment site or surrounding area, will be considered to be in breach of their tenancy agreement. Yarm Town Council reserves the right to take appropriate action, which may include formal warning, recovery of any associated costs, reporting the matter to the relevant authority, and/or termination of the tenancy in accordance with the terms of the agreement.
- 3.7.11 Yarm Town Council at its discretion may provide a skip on site for the use of tenants to clear old out buildings and large items of refuse.



3.8 Composting

3.8.1 Tenants are encouraged to compost organic waste, as a preferred alternative to burning.

3.8.2 The tenant shall maintain compost heaps in a tidy condition and they must be in proportion to the size of the plot.

3.8.3 Advice on composting can be found online.

3.9 Restriction on Open Burning (Bonfires)

3.9.1 Bonfires are permitted throughout the year and tenants must adhere to the below rules.

3.9.2 Fires are not allowed to burn between 10.00 a.m. and 4.00 p.m.

3.9.3 Bonfires must be attended at all times. Failure to do this is a serious breach of health and safety and an environmental offence.

3.9.4 Bonfires must be restricted to no more than one cubic metre in size or contained in a metal brazier of approximately 205 litres.

3.9.5 Suitable methods to extinguish fires must always be available, i.e. water or sand.

3.9.6 Only organic material, i.e. perennial weeds, diseased plants or untreated wood may be burnt.

3.9.7 The burning of the following materials is strictly prohibited. Any breach may result in the immediate issue of a Notice to Quit under the terms of the tenancy agreement and may be reported to the local authority for investigation under the Environmental Protection Act 1990.

(a) Any material likely to produce black or toxic smoke, **e.g.** rubber, plastics, foam, painted or treated wood, or similar materials

(b) Any material brought onto the site from outside the allotment site for the purpose of burning.

(c) Any other material which may cause environmental pollution or pose a risk to human health.

3.9.8 Tenants should be aware that any bonfires causing a smoke nuisance under



Section 80 of the Environmental Protection Act 1990 may be subject to independent enforcement action.

- 3.9.9 Tenants who light a fire within 50 ft (15.24 m) of the centre of a highway may be committing an offence under the Highways Act 1980.
- 3.9.10 When lighting bonfires, consideration must always be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighbouring premises. A guidance note on this is provide at the end of this document.
- 3.9.11 Yarm Town Council will issue warning to those tenants who do not show due consideration to the rules and its guidance notes on Open Burning (bonfires).
- 3.9.12 The health and safety of other tenants and neighbouring residents must always be given priority.
- 3.9.13 Fires larger than one cubic metre or exceeding the capacity of a standard 205 litre brazier should not normally be lit on the allotment site. Where tenants consider it necessary to carry out a larger controlled burn, they should first seek permission from Yarm Town Council. Tenants are encouraged to notify the local fire service in advance of any planned large controlled burn, including the proposed date, time and location, to avoid unnecessary emergency call outs.

3.10 Use of Materials as Weed Suppressants

- 3.10.1 The use of carpets as a weed suppressant is **BANNED** due to the chemical contents and non-biodegradable nature of such items. Tenants who use such methods will receive a warning in the first instance and these items need removing immediately.
- 3.10.2 Other weed suppressants, such a black plastic/polythene, should only be used as an aide to be clearing the plot and should be removed at the earliest opportunity. In any event the use of plastic sheeting will only be permitted for a maximum of 4 months. Plots which have a large proportion of the ground covered with black plastic/polythene for long periods will be considered as non-cultivated.
- 3.10.3 The use of a breathable membrane material as a weed suppressant around plants is preferred to plastic/polythene sheeting or carpets.



3.11 Minerals

3.11.1 The tenants shall not:

- (A) Connect any additional methods of non-monitored watering of any plot via irrigation methods. This would be classed as a serious breach.
- (B) Draw water from the taps on any of the allotments to take to another location for use in any function. This would be classed as a serious breach.
- (B) Sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other person to do so;
- (C) Bring in any mineral material which may contaminate the plot or be detrimental to the soil quality or fertility.

Part 4 - Health and Safety

4.1 Personal Safety

- 4.1.1 Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 4.1.2 Yarm Town Council shall not be liable for any loss, damage or injury arising from activities undertaken by tenants, their partners, family members or visitors in connection with the use of an allotment plot, except where such liability cannot lawfully be excluded or limited.
- 4.1.3 Particular care must be taken when using strimmers, rotovators, or other powered machinery. Appropriate personal protective equipment (PPE) should be worn at all times, and all equipment must be operated strictly in accordance with the manufacturer's instructions.
- 4.1.4 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

4.2 Insurance and Personal Liability

- 4.2.1 Tenants may take out public liability insurance through the Yarm Community Allotments Association at a reduced rate of £5. Tenants are strongly advised to seek professional advice regarding their personal and public liability, and property insurance, to ensure coverage is appropriate for their activities. Activities that may



require additional insurance could include, for example, storage of hazardous materials, high-risk activities, high-value items. Tenants may also wish to consider joining a national allotment organisation, as membership may include insurance benefits.

4.2.2 Tenants are responsible for obtaining their own personal liability and property insurance to cover theft, damage, or personal injury.

4.2.3 The security of any items brought onto the allotment site is the responsibility of the tenant or owner. Yarm Town Council accepts no liability for loss or damage of personal property, regardless of the cause.

4.2.4 Tenants must ensure they have adequate insurance cover when using heating appliances or storing hazardous materials on the allotment site.

4.3 Hazardous Materials on Allotments

4.3.1 All tenants with hazardous materials on plots are required to:

(a) Advise Yarm Town Council in writing when hazardous substances are brought onto the plot; and provide Yarm Town Council with information on the substance and reason for its use. Tenants will also provide an annual update each year, even if there are no changes.

(b) Tenants must ensure that Hazardous Materials are stored correctly and securely and used in accordance with manufacturers' guidelines.

(c) Display a hazard sign on their gate or in a prominent place.

(d) Provide evidence of insurance in accordance with 4.2.4 covering the use of such Hazardous Materials.

4.3.2 The use of any heating appliances (including stoves) and the storage of fuels and hazardous materials (such as gas cylinders and chemicals) is strictly prohibited without the prior written consent of the Yarm Town Council.

4.3.3 Tenants wishing to use a heating appliance or store hazardous substances on an allotment may be required, where necessary for safety or emergency response purposes, to consent to Yarm Town Council sharing relevant contact details with appropriate authorities, such as the emergency services or police, if required.



4.3.4 The use of heating appliances or the storage of Hazardous Substances without the required permission is a serious breach of tenancy and will result in investigatory process being implemented. See process above.

4.4 Hazardous Material Storage

4.4.1 Restriction on Pesticides and Fertilizers

- (a) Under the Control of Pesticides Regulations 1986 or as amended; anyone who sells, supplies, stores or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.
- (b) Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions in an approved container, well out of the reach of vulnerable people and locked away, if necessary.
- (c) Nitrate fertiliser must not be stored within 10 metres of a watercourse or field drain.

4.4.2 Disposal of Pesticides and Fertilisers

- (a) Associations and plot holders must contact Yarm Town Council when required for guidance on the safe disposal of pesticides and fertilisers.
- (b) Pesticides and fertilisers must never be disposed of in household rubbish, burned, placed in skips, or poured into drains, watercourses, or any other part of the environment. Disposal should be carried out in accordance with Yarm Town Council instructions, which may include taking products to approved hazardous waste or recycling facilities.

4.5 Storage and Handling of Fuel for Heating and Machinery

4.5.1 Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. In order to reduce risk to the public and emergency services, the following restrictions will be operating: -

4.5.2 Restriction on Gas Cylinders


- (a) Only canisters containing LPG are to be used on plots for heating and lighting (subject to 4.3).
- (b) Acetylene is strictly forbidden.



- (c) The maximum canister size is 15kg, of which only two canisters (be they full or empty or any stage between) are permitted on a plot at any one time.

4.6 Restriction on Flammable Liquids

- 4.6.1 Maximum inclusive total of 20 litres (4.4 gallons) of flammable liquid (paraffin, petrol, diesel, methylated spirits, oil, etc.) can be stored by tenants on plots.
- 4.6.2 All flammable liquids must be in containers specifically designed for their storage with appropriate, visible and readable safety warnings on the outside of the container.
- 4.6.3 All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.
- 4.6.4 Containers to be kept in adequately secure and ventilated circumstances.
- 4.6.5 Fuel in machinery or heaters is not included in this storage total but should not exceed an additional inclusive total of 10 litres (2.2 gallons) for the plot.
- 4.6.6 All spillages must be cleaned up immediately and significant spillages **MUST** be reported to the Yarm Town Council.
- 4.6.7 Sand, cat litter or proprietary oil absorbent must be kept in case of spillage.

 <p>Stockton-on-Tees BOROUGH COUNCIL</p>	<p>Please find below guidance lines to be followed at all times if you intend to have a bonfire:-</p>
<p>Where possible all green waste and garden refuse should be composted and only resort to burning if it is absolutely necessary (for example diseased plant material that cannot be composted). If a bonfire is the most practical and Environmentally friendly way to dispose of dry garden waste then the following rules will apply:-</p> <ul style="list-style-type: none">• Only burn dry materials.• Avoid lighting a fire in unsuitable weather conditions as smoke hangs in the air on damp, still days. On windy days check the direction of the wind as smoke may be blown into neighbouring houses.• Never leave a fire unattended or leave it to smoulder, douse it with water if necessary.• Never burn household rubbish, tyres or anything containing plastic, foam or paint.• Only burn garden waste that has accumulated on the allotment. Do not bring household waste or materials from home to burn on the garden or allow contractors specifically those in the building industry to use the allotment as a dumping ground.• Never use old engine oil, meths or petrol to light the fire or to encourage it.• Be considerate to others avoid burning at weekends and on bank holidays when people want to enjoy their gardens. <p>I would hope that implementation of the guidance rules will help to minimise the problems caused by allotments holders when having a bonfire, however I must inform you that any contravention of these rules could be deemed as causing a nuisance which may result in the termination of your tenancy agreement.</p>	



Part 5 – Livestock & pets

5.1 Animals on Allotments

5.1.1 The Allotment Act 1950 allows the following animals on allotments:

- (a) **Chickens**
- (b) **Bees**
- (c) **Pigeons**

5.1.2 Where a flock of 50 fowl or more is kept, the said flock must be registered with DEFRA under the Avian Influenza (Preventative Measures) Regulations 2005.

5.1.3 From 1st October 2020, cockerels are not permitted on any allotment site.

5.1.4 If a noise nuisance occurs, then tenants will be referred for prosecution under the Environmental Protection Act 1990 (Sections 79 and 80) Noise Nuisance Regulations. Yarm Town Council reserves the right to request that the tenant remove any item or animal that is found to be causing a noise nuisance.

5.1.5 The keeping of the following animals may also be considered, but are subject to prior written approval by the Yarm Town Council:

- Birds. The keeping of pigeons is restricted to the Worsall Road Site only.
- The keeping of Chickens must be at a distance of 10m or more from the boundary fence adjacent to domestic properties.
- Fish and Wildlife Ponds: The installation or maintenance of fish ponds or wildlife ponds may be permitted with prior written approval. Any pond must be safely constructed, appropriately maintained, and must not create a hazard, nuisance, or drainage issue. Yarm Town Council may require protective measures such as secure edging, shallow wildlife designs, or covers where necessary.

5.1.6 Full details of the type and number of animals must be given and Yarm Town Council limits the keeping of Chickens to a maximum of 10

5.1.7 If tenants cannot be clear or precise about the exact number of each type of animal, they are requested to indicate a maximum number.



5.1.8 Yarm Town Council reserves the right to refuse applications for certain animals or to request a reduction in numbers if necessary.

5.1.9 Horses, ponies, donkeys, cows, pigs, goats, and sheep are not permitted.

5.1.10 Domestic animals are not permitted to be housed or kept overnight in any area of the allotments.

5.1.11 Tenants are responsible for removal and lawful disposal of any deceased animals. Advice may be sought from Yarm Town Council.

5.2 Pet animals

5.2.1 Any visiting dogs must be kept on a lead or under close control at all times. "Close control" means the dog is within immediate sight or hearing and can be restrained immediately. Dogs must not stray onto other plots, cause a nuisance, or damage crops or property. Dogs must not be housed, kept, or left unattended within any allotment space, building, or structure at any time. Plot holders are responsible for supervising their dogs at all times.

5.2.2 Under the Dangerous Dogs Act 1991 (as amended in 2014), it is an offence for a dog to be dangerously out of control in any place. A dog is considered dangerously out of control if it injures someone or causes them to fear injury. This law applies to all dog owners, regardless of the dog's breed or size. Plot holders are fully responsible for any injury, damage, or nuisance caused by their dogs while on the allotment site.

5.3 Inspections

5.3.1 Yarm Town Council reserves the right to undertake regular inspections of any animals being kept on allotment plots, in accordance with the tenancy agreement. Tenants must allow reasonable access for these inspections which can be made without notice to ensure the animals welfare.

5.3.2 If, during an inspection, the welfare of any animal is found to be at risk or compromised, Yarm Town Council may request that the tenant take appropriate remedial action, including relocating the animal to more suitable accommodation.

5.3.3 Failure to comply with a welfare request may result in the matter being reported to the appropriate enforcement authorities, such as the RSPCA or local authority



animal welfare officers, for further action under the Animal Welfare Act 2006.

5.4 End of Tenancy

5.4.1 Where tenants have given up their plot or have been evicted and leave animals behind, the Local Authority may arrange for the care, rehoming, or removal of such animals in accordance with the Animal Welfare Act 2006 and any other relevant legislation. Tenants remain responsible for any reasonable costs incurred by the Local Authority for the care, accommodation, or veterinary treatment of these animals, provided the Local Authority has given written notice of the costs and an opportunity to collect the animals within a reasonable timeframe. The Local Authority may involve authorised bodies (such as the RSPCA) to ensure the welfare of the animals.

Part 6 – Structures

6.1 Consent/Permissions

6.1.1 The tenant shall not erect, extend, or significantly alter any structure on the allotment without prior written consent from Yarm Town Council.

6.1.2 To request permission, the tenant must submit a written application to Yarm Town Council including:

- (a) Proposed use of the structure (horticultural or animal welfare purposes only)
- (b) Details of heating or fuel use
- (c) Structural dimensions (height, width, footprint in metres)
- (d) Description, drawing, or photograph of the structure
- (e) Foundation type
- (f) Construction materials

6.1.3 Yarm Town Council may refuse any application if the structure does not comply with the rules below or is otherwise considered unsuitable. Decisions must be reasonable and communicated in writing.

6.2 Structure Parameters



6.2.1 Structures permitted in the 75% cultivation area.

- (a) Poly tunnels
- (b) Greenhouses
- (c) Fruit cages
- (d) Water butts and composters
- (e) Chicken or pigeon housing
- (f) Paths
- (g) Incinerator/brazier

6.2.2 Structures which MAY be permitted. If permission is granted, the following will be counted in the 25% utility area, subject to permission from the Yarm Town Council Allotment Committee.

- (a) Bases for sheds/greenhouses, not exceeding 16m²
- (b) Storage/potting/tool sheds
- (c) Patios
- (d) Ponds/wildlife areas
- (e) Small pigeon lofts/animal housing (excluding kennels)
- (f) Temporary storage areas

6.2.3 Structures which ARE NOT permitted

- (a) Structures larger than 16 m²
- (b) Large pigeon lofts or animal housing
- (c) Fences higher than 2m
- (d) Structures constructed from brick or blockwork
- (e) Dog kennels
- (f) Stables
- (g) Patios/pathways greater than 25% of the total plot area (i.e. where hard pathways are required for increased accessibility)
- (h) Brick built chimneys

6.2.4 Height Restrictions (Ground-Based, Single Storey)

- a. Maximum eaves height: 1.82 m (6 ft)



b. Maximum ridge height: 2.74 m (9 ft)

6.2.5 Foundations

- (a) Tenants are responsible for removing all foundations at the end of tenancy.
- (b) Concrete bases are not permitted. Temporary foundations (e.g., slabs on sand) are acceptable for sheds and greenhouses.

6.2.6 Area

- (a) No individual structure can exceed 16m²
- (b) There should be at least 1m spacing between any structure and an external allotment fence for maintenance.
- (c) All structures must be adequately secured to the ground to prevent uplift with sheds and greenhouses requiring a footing on slabs bedded on sand.
- (d) All structures must remain within plot boundaries and avoid underground utilities (e.g., water pipes)

6.3 Guidance for Structure Use and Construction

6.3.1 Use of Structure

- (a) Any proposed structure or alteration to an existing structure on an allotment plot, must have a clear horticultural purpose in relation to the cultivation, maintenance of the plot or the welfare of permitted animals, for example:
 - Cultivation Greenhouses, poly tunnels, fruit cages, compost areas, water butts
 - Storage Tools and materials for plot use only; small quantities of fertilizers, pesticides, herbicides, and fuels in line with Section 4; securely stored animal feed.

6.3.2 Heating of Structure

- (a) Any heating appliance must be registered with Yarm Town Council
- (b) All structures are within a Smoke Control Zone (Clean Air Act 1993). Use of fuels and appliances must comply with legal restrictions
- (c) It is also an offence to acquire 'unauthorised' fuels for use within a smoke control area, unless it is used in an 'exempt appliance'. Offences can incur fines up to £1,000 The current maximum level of fine is £1,000 for each offence.



(d) For advice, contact Stockton-on-Tees Borough Council Environmental Health Team

6.3.3 Materials

(a) Reclaimed or Recycled Materials

- Yarm Town Council will need detailed information about what will be used and how it will affect the external appearance. For example, old doors used as external walls are likely to be unacceptable.

(b) New Materials

- Brick and blockwork are not permitted as they are not easily removed and will also require additional planning permission.

6.3.4 Internal Fences

- (a) Solid fences adjacent to neighbours' plots should not exceed 1m in height and wire and trellis fences should not exceed 1.5m in height.

6.4 Restrictions on Structures

6.4.1 Tenants may put up maximum of 2 sheds (provided they do not exceed the permitted size limitations) per plot and this will be included within the 25% utility area (see 6.2.2).

6.4.2 All greenhouses, poly tunnels and fruit cages will be considered within the 75% cultivation area (see 6.2.1).

6.4.3 No structure will be permitted which will impact on the ability to use or enjoy the plot of neighbouring tenants, e.g. cause shading.

6.4.4 Any structure on the allotment must be maintained to an appropriate appearance and condition. If Yarm Town Council is not satisfied with the state of the structure, the tenant must either repair it to Yarm Town Council's satisfaction or remove the structure within 28 days of instruction to do so.

6.4.5 Any structure must be temporary and able to be removed, when the tenancy ends.

6.4.6 No structures are to be attached to or supported by external fencing (see 2.11.1).

6.4.7 Structures which lie outside the parameters of the structural criteria listed above



require planning permission and Yarm Town Council has the right to refuse any structure which they deem to be unacceptable for allotments (see 6.2.3).

6.5 Fences

6.5.1 External

- a). What is Yarm Town Council responsible for; the Allotment Site - External Perimeter Fencing.
- b). Allotment Tenants; none.

6.5.2 Internal

- a). What is Yarm Town Council responsible for; no fencing.
- b). What are tenants responsible for; Internal boundaries between plots, including costs associated with restoration of such (and footpaths) if removed.

6.6 Compliance

These rules are made under

- Small Holdings and Allotments Act 1908
- Allotments Act 1950
- Local Government (Miscellaneous Provisions) Act 1976
- Clean Air Act 1993
- Tenants must comply with all applicable health, safety, and environmental legislation and any local council bylaws.

Part 7 - End of Tenancy

7.1 Termination of Tenancy by Tenant

7.1.1 The tenant may give up the tenancy of the allotment plot by submitting a letter or email to the Town Clerk confirming their intention to surrender the plot and giving one calendar months' notice of the surrender. The email to be used for this is townclerk@yarmtowncouncil.gov.uk

7.1.2 Upon termination of the tenancy, no refund of the annual rent will be made if the tenant vacates the plot before the end of the current rental year (October –



September).

The security deposit will be refunded provided the plot is left in a clean, tidy, and satisfactorily cultivated condition. All structures or sheds on the plot must be removed unless written permission for them to remain has been given by the Council. Refunds will be issued following inspection and approval by Yarm Town Council

- 7.1.3 On notification of termination of tenancy, the tenant must meet and agree with Yarm Town Council on the condition which the plot must be surrendered in and the tenant must take any action necessary to meet this.
- 7.1.4 Failure to leave the plot in the agreed condition will result in Yarm Town Council undertaking the work and a charge may be made to the tenant if the initial security payment fails to cover these works required.
- 7.1.5 When the tenant leaves the plot, he/she must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its contents and any lock or padlock removed.

7.2 Termination of Tenancy by Yarm Town Council

- 7.2.1 Yarm Town Council may require the tenant to vacate the allotment site by:
 - (a) Re-entering the allotment site after providing a 'Notice to Quit' in accordance with the eviction procedure set down in these Allotment Tenancy Rules and Regulations. This will occur if the tenant has breached any of the Allotment Tenancy Rules and Regulations of tenancy. [Section 11: Breaches of Tenancy - Enforcement Procedure will be implemented.](#)
 - (b) Re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for building, mining or any other industrial purpose (or roads or sewers necessary in connection with any of those purposes); or if the land is required by Yarm Town Council for the purpose (other than agriculture) for which the land was acquired by Yarm Town Council ; or has been appropriated under any statutory provision.
- 7.2.2 Providing a notice, in writing, with 12 months or longer notice expiring on or before 6th April or on or after 29th September in any year. Where Yarm Town Council holds an allotment site under lease, on determination of that lease



arrangement, the tenancy of the allotment plot will be terminated. **[Section 11: Breaches of Tenancy - Enforcement Procedure will be implemented.](#)**

7.2.3 Should any tenant be evicted from an allotment plot, further applications will not be considered within a 5-year period following the date of eviction.

7.3 Death of a Tenant

7.3.1 The tenancy of the allotment shall terminate upon the death of the tenant, and next of kin will be allowed adequate time to remove personal possessions and produce from the plot.

7.3.2 The plot will be returned into the possession of Yarm Town Council in the interim period until a new tenant is assigned.

7.3.3 Upon the death of a tenant, any spouse, co-habiting partner or member of the tenant's household who has been regularly involved in working on the allotment with the tenant may be given the opportunity to take over the tenancy of the plot. This offer will be made after an application and due consideration of the Yarm Town Council.

7.3.4 Plots will not be transferred to a next of kin unless they fit the criteria of section 1.5.

7.3.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site. This is a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit, if found to be in breach of this condition.

[Part 8 – Feedback and Complaints Procedure \(Allotments\)](#)

Yarm Town Council aims to provide high-quality services that meet the needs of local residents. We are committed to making our allotment services efficient, effective, and responsive to the community.

We welcome feedback, compliments, and suggestions from allotment tenants and members of the public. If you feel our allotment services are working well, we would be pleased to hear about your positive experiences. Suggestions for improving allotment sites or services are also encouraged, as they help us continually improve what we provide.



If you are not satisfied with any aspect of the allotment service, please tell us. Your feedback helps us understand what has gone wrong and how we can improve.

All feedback and complaints will be treated seriously. We will listen carefully to what you have to say and aim to respond promptly. Any information you provide will be handled confidentially and in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018.

Raising a concern or making a complaint will not affect your allotment tenancy or access to Yarm Town Council services.

How to Provide Feedback or Make a Complaint

Feedback, suggestions, compliments, or complaints can be submitted to the Town Clerk or Yarm Town Council Allotment Committee using the following method:

Email: townclerk@yarmtowncouncil.gov.uk

Complaints Procedure

Stage 1 – Initial Complaint

Please contact the Town Clerk in the first instance. Many concerns can be resolved quickly and informally.

- Your complaint will normally be acknowledged within 5 working days.
- A response will normally be provided within 10–15 working days.

Stage 2 – Review by the Council

If you are not satisfied with the response, you may request that the matter be reviewed by Yarm Town Council or Yarm Town Council Allotment Committee.

The Yarm Town Council will review the complaint and respond within 20 working days where possible.

External Review

If your complaint is not resolved to your satisfaction, you may contact the Monitoring Officer at Stockton-on-Tees Borough Council for advice regarding governance or administrative matters.

Please note that the Local Government and Social Care Ombudsman does not normally investigate complaints about town or parish councils directly. However, you may seek independent advice if you believe proper procedures have not been followed.



Continuous Improvement

Feedback from tenants and residents helps ensure that the allotment sites managed by Yarm Town Council continue to meet the needs of the community. We appreciate the time taken to share your experiences and suggestions.

[Part 9 - Useful Contacts](#)

Yarm Town Council Allotments Service

- Email townclerk@yarmtowncouncil.gov.uk
- Address Yarm Town Hall, High Street, Yarm. TS15 9AH

Yarm has dedicated Police Officers and Police Community Support Officers (PCSOs) in each ward.

Any suspicious or criminal activity on an allotment site (e.g., arson, theft, criminal damage, anti-social behaviour, or threatening behaviour) should be reported to the Police immediately. Logging these incidents is essential so the Police can monitor potential illegal activity on the allotments and allocate resources effectively.

Please also let Yarm Town Council know

- **Dial 101 - Non-Emergency**
- **Dial 999 in an Emergency**
- **Log via the COPA app (see below)**



Download the app using our QR codes
or search 'COPA' in your app store.

APPLE USERS SCAN
THIS QR CODE



Download on the
App Store

ANDROID USERS SCAN
THIS QR CODE



GET IT ON
Google Play

Brought to you by the Police and
Crime Commissioner for Cleveland.



Part 10 - Yarm Town Council - Allotment Tenancy Agreement

This agreement is between: Yarm Town Council ("The Council")



And the tenant named	
Date of this agreement:	

Yarm Town Council hereby agrees to let and the tenant agrees to hire as a yearly tenant the allotment plot in the below location	
Area name:	
Plot number	

A security deposit of £100 is required on commencement of this agreement	
Yearly rent is payable at the rate of:	
The annual rent rate shall be subject to review each year. Tenants will be provided with written notification of any revised rate no later than 1st April, the commencement of the new financial year.	

This tenancy is governed by the current Yarm Town Council Allotment Tenancy Rules and Regulations set out in this agreement and www.yarmtowncouncil.gov.uk	
Signed for Tenant	



Tenant contact telephone number(s)	
Tenant Email address	
Tenant Home address	
Tenant Emergency contact name & Number(s)	
Signed for Yarm Town Council	



11: Breaches of Tenancy - Enforcement Procedure

The purpose of this procedure is to ensure breaches are handled fairly, consistently, and in accordance with principles of natural justice.

Where a breach of the tenancy agreement has occurred, save in the case of non-payment of rent which is dealt with in accordance with section 1.1.8 of these rules, the following procedure will be followed

1. STAGE 1: First breach of R&R's

Where a breach of R&R's has been identified, Yarm Town Council will arrange to speak to the tenant or arrange a formal meeting dependant on the severity of the breach.

Allotment plot non cultivation improvement notices can be issued with a stage 1 notice either with or without any meeting taking place or in solely writing. An immediate and sustained improvement notice will be issued at this point.

Any person found not to be a resident of Yarm via checks of electoral role or other means can be issued with a notice to quit at this stage either with or without any meeting taking place or in solely writing. If this is lack of residency is disputed then the tenant can follow the appeals procedure.

Failure to comply with this notice will result in movement to STAGE 2: Second breach of R&R's.

STAGE 2: Second breach of R&R's

Where a breach of R&R's has occurred, Yarm Town Council will investigate and will arrange to speak to the tenant, or arrange a formal meeting dependant on the severity of the breach.

All matters discussed are confidential and will not be discussed outside of this meeting by anyone present. Such a breach of confidentiality by a member of the Yarm Town Council will be classed as a breach of the code of conduct.



Following investigations, which may result with the issue of a first warning to the tenant and notice requiring the behaviour or action to cease or improve immediately, or within a specified period. This warning can be issued either verbally or in writing dependant on the seriousness of the alleged breach.

First breach of R&R warnings will not be taken to or agreed by the full Council and can be implemented by the Councillor who held the investigation meeting/ discussion with the tenant.

Decisions are made at the discretion of Yarm Town Council members involved in the meeting, taking into account breach severity, tenant history, and mitigating circumstances. Any first warning issued, will be recorded and considered during investigations of future breaches for a period of 3 years.

If 2 warnings are issued in relation to the same breach of these R&R's at any stage and are within any rolling 12-month period then the tenancy can be terminated with immediate effect. This will be following a second investigation meeting being arranged with the tenant. If the tenant fails to attend the meeting they will be notified of the eviction verbally or via letter.

APPEAL PROCEDURE: In the case of a tenant appealing any action taken by the Council, the tenant must notify the Council giving their reasons for appeal, this must be in writing to the Town Clerk and be received by the Town Clerk or Chair of the Allotment committee within 14 days of any warning (verbal or written) being issued. The tenant will then be invited to an appeal meeting.

At least 7 days before the agreed date of the appeal meeting the tenant must provide copies of any documents they wish to use during the appeal, along with any written witness statement(s) which are to be given to the Council via the Allotment committee Chair or Town Clerk.

Any second warning issued, will be recorded and considered during investigations of future breaches for a period of 3 years.

If 2 warnings are issued in relation to the same breach of these R&R's within any 12-month period then the tenancy can be terminated with immediate effect following the second investigation meeting being held with the tenant.



2. STAGE 3: Third breach of R&R's

Where there has been a further breach of the R&R's then the Town Clerk or a member of Yarm Town Council Allotment Committee will write to the tenant inviting the tenant to a meeting. This letter will set out the details of the further breach and send the tenant copies of any documents or statements upon which the Council will use during this meeting.

The tenant must provide to the Town Clerk a written statement responding to the breaches as notified and will provide copies of any documents they wish to rely upon during this meeting. If the tenant wishes to provide evidence of any witnesses, then a written statement from the witness must also be obtained by the tenant. Any witness statement and relevant supporting documents must be provided to the Council at least 7 days before the date of the meeting.

- Councillors who may later hear any appeal should not participate at a breach of R&R's meeting.
- Yarm Town Council may proceed in the tenant's absence if reasonable notice has been given and no reasonable attempts have been made by the tenant to contact a member of the Council asking for provision of suitable alternative dates if they are unable to attend on the initial date provided to them.
- The Town Clerk or other Council member will be present to take minutes but will not participate in any decision-making.
- Tenants may be accompanied by a support person, family member, or advisor (e.g., Citizens Advice), this is limited to one person.
- Legal representation is not normally required but may be permitted at Yarm Town Council's discretion if they are notified at least 7 days before the meeting.
- Decisions are made at the discretion of Yarm Town Council members involved in the meeting, taking into account breach severity, tenant history, and mitigating circumstances. The meeting will normally be held by at least two members of Yarm Town Council Allotment Committee.

All matters discussed are confidential and will not be discussed outside of this meeting by anyone present. Such a breach of confidentiality by a member of the Yarm Town Council will be classed as a breach of the code of conduct.

Yarm Town Council will consider the investigating meeting and decide on an



outcome at the next available meeting during a confidential session per Schedule 12A of the Local Government Act 1972.

- Decision on the outcome of the investigation will be made by councillors present, and the Town Clerk will record minutes, but will not vote.
- Decisions are made at the discretion of Yarm Town Council, taking into account breach severity, tenant history, and mitigating circumstances.
- The Town Clerk will notify the tenant of the decision in writing, including any required timescales for rectification or vacating the allotment. Any warning issued, will be recorded and considered during investigations of future breaches for a period of 3 years.

If 2 warnings are issued in relation to the same breach of these R&R's at any stage, and are within any 12-month period then the tenancy can be terminated with immediate effect following the second investigation meeting being held with the tenant.

APPEAL PROCEDURE: In the case of a tenant appealing any action taken by the Council, the tenant must notify the Council giving their reasons for appeal, this must be in writing to the Town Clerk and be received by the Town Clerk or Chair of the Allotment committee within 14 days of any warning (verbal or written) being issued. The tenant will then be invited to an appeal meeting.

At least 7 days before the agreed date of the appeal meeting the tenant must provide copies of any documents they wish to use during the appeal, along with any written witness statement(s) which are to be given to the Council via the Allotment committee Chair or Town Clerk.

Appeal Decisions

- The appeal meeting will be considered at the next Yarm Town Council meeting.
- Yarm Town Council will only discuss after moving into confidential session as per Schedule 12A of the Local Government Act 1972.
- Councillors present at that meeting will make the final decision on the appeal outcome.
- The Town Clerk will record minutes and notify the tenant of the final Yarm Town Council decision in writing.



Future Applications Following Tenancy Termination

Where a tenancy is terminated due to a breach:

- Any future application for a Yarm Town Council allotment will be considered at Yarm Town Council's discretion.
- Yarm Town Council may refuse applications where previous breaches indicate the applicant may be unsuitable.

Statutory Compliance

- All tenancy terminations should comply with the Allotments Acts 1908–1950.
- Written notice of termination will specify the grounds and effective date in accordance with statutory notice periods.

Yarm Town Council confidentiality and Record Keeping

- Yarm Town Council will maintain confidentiality and retain records of warnings, investigations, hearings, and appeals within the remit of Data protection legislation.