

## **ALLOTMENT RULES**

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### **1. Introduction**

- 1.1 The Council has the power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment site at Bush Road Hellesdon (**The Allotment Act 1908 Section 28**).
- 1.2 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation.
- 1.3 The Council reserves the right to change the rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site notice board, email or letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the notification process.

### **2. Definitions and Interpretations**

- "The Council" means Hellesdon Parish Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the **Allotments Acts 1908 and 1950**.
- "Allotments" means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, limited flowers and fruit.

“Allotment Tenant”	means a person, 18 years or older and residing within the Parish of Hellesdon, who is thereby entitled to rent an allotment plot.
“Allotment Plot”	means a defined area of land that is available to rent for an annual sum.
“Allotment Rent”	means the annual charge for renting an allotment plot for 12 months from 1 October to 30 September. This charge is reviewed annually by the Council and recurring.
“Structures”	means building shed including base, greenhouse, shelter, animal run or hutch, poly tunnel, pond or other similar construction on an allotment.
“Your Address”	means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.
“Family member”	means somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as husband and wife or civil partner, provided they have lived with you as part of your household for at least one year before your death.

### **3. Eligibility Criteria and Allocation of Plots**

- 3.1 To be eligible for an allotment a person must be 18 years or older and reside within the Parish of Hellesdon (**Allotments Act 1908 Section 23 (1)**) and registered on the electoral register.
- 3.2 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their allotment (including any structure). Breach of this rule by any tenant may result in termination of the tenancy agreement.
- 3.3 When a vacant plot is not available, the Council operates a waiting list. When a plot becomes vacant the person on the top of the list is given first choice for the tenancy. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance the plot will be offered to the next person on the list.
- 3.4 Each allotment tenancy will be in the name of one person only.
- 3.5 The number of plots allocated per household is at the discretion of the Parish Council.
- 3.6 All allotment plots are let on an as seen basis and photographs of each plot will be placed on file determining the condition of the plot upon take up.

### **4. Allotment Tenant Responsibilities**

- 4.1 The tenant shall keep their allotment plot in a good state of cultivation, free from perennial weeds.
- 4.2 Allotment plots should be, at a minimum, 70% cultivated.

- 4.3 The plot shall be wholly or mainly cultivated by the tenant for the production of vegetable or fruit crops for their own personal use. The tenant must not use their plot to carry out any business or grow produce for sale.
- 4.4 The tenant may allow family members to come on to the allotment site to help cultivate their allotment. The tenant is responsible for the conduct and activities of anybody they allow on the allotment site.
- 4.5 The tenant shall not deposit, or permit to be deposited any rubbish or extraneous matter on their plot, or any other part of the allotment site. All permitted deposits arising from allotment activities must either be composted on the plot or removed by the tenant to an authorised green waste facility.
- 4.6 Bonfires are not permitted under any conditions or circumstances. Controlled incineration is at the discretion of the council.
- 4.7 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.
- 4.8 The tenant shall keep the edges of the plot, where they abut other plots and common pathways, in good condition and properly edged.
- 4.9 Where there is a surrounding hedge to the plot the tenant shall maintain the inside face of the hedge only. The tenant is not permitted to cut the top of the hedge and the height of the hedge will be determined by the Council.
- 4.10 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.
- 4.11 No asbestos material, barbed wire or glass shall be brought onto the allotment site for any purpose. When historic glass panes in greenhouses and cold frames need replacing, they must be replaced with Perspex/plastic panes.
- 4.12 The tenant shall only store materials that are intended for use for allotment purposes, on the allotment plot. These should be removed if they have not been put to use in compliance with these rules within three months.
- 4.13 Tenants should only use carpet, underlay or similar material sparingly. This should be removed before it disintegrates or becomes overgrown with vegetation. All material must be removed prior to vacating the plot.
- 4.14 The tenant shall not plant any invasive shrubs or trees, other than fruit bearing trees, grown on a dwarf rooting stock to limit height and in any event no plant to exceed 12 feet in height.
- 4.15 The tenant shall not plant a hedge or install any type of fence around or on their plot without obtaining written permission from the Parish Council.
- 4.16 The tenant shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.
- 4.17 The tenant is permitted to bring dogs on site which must be kept on a lead and under control.

- 4.18 The tenant shall not keep, or allow other persons to keep animals or livestock on the allotment site, including chickens and rabbits, without permission from the Council. If agreed, all animals should be kept in accordance with the Animal Welfare Act and RSPCA guidance. Under the Allotment Act 1950, eggs laid by hens on the allotment site may not be sold. Please note that the water supply to the allotment site is turned off during the winter months. There is a bee apiary next to the allotment site and anyone interested in the keeping of bees should contact the Parish Clerk.
- 4.19 The tenant shall not alter, or permit anyone to alter the water supply system on the allotments provided by the Council and shall not connect or permit to be connected a hosepipe longer than one metre in length, to the water standpipe supply.
- 4.20 Tenants shall keep a one metre strip weed free, adjacent to any external chain-link fence which borders their plot to allow for the planting of hedging material as required by Council.
- 4.21 Disputes and Tenant behaviour:-
- a. Any disputes between tenants should be referred to the Council and the decision of the Council will be binding on all tenants involved in the dispute.
  - b. Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers or members of the public. Tenants should act in a polite and courteous manner and not discriminate against any person with a protected characteristic under the Equality Act 2010.
  - c. The Council operates a corporate complaints procedure and relevant details can be obtained from the Council.
- 4.22 When using pesticides or fertilisers on their plot, the tenant must:
- a. Take all reasonable care to ensure that other plots, paths, hedges and trees are not adversely affected and to minimise risk to members of the public, birds and other wildlife. Compensation may be sought due to any damage occurring in this respect.
  - b. Comply at all times with current pesticide regulations including storage.
- 4.23 The tenant is responsible for the safety of their allotment. Some insurance companies offer public liability cover through home policies and the tenant should make relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings, occurring on their allotment site.

## **5. Council Responsibilities**

- 5.1 The Council will provide and maintain records including name, address, telephone number and email address, for both current tenants and those on the council's waiting list. All records are secure and held in accordance with our GDPR policy.
- 5.2 The Council will provide and manage a notice board on site.

- 5.3 The Council is not responsible for the clearing of moles, bees, wasps, rats, rabbits or any other identifiable pest. However, the Council will take action if it is deemed necessary and arrange appropriate pest control with related costs to be reimbursed by plot holders.
- 5.4 The Council will provide a water supply with water access points spaced around the site. The Council will arrange to have the water supply turned off during the winter months (between beginning of October and April each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.
- 5.5 The Council will assist security by providing boundary fences and hedges, with lockable access gates at the site. Tenant will be provided with access to the site and to the toilet block. If tenants are issued with keys belonging to the council, on no account should these be copied. There will be a £10 charge for any lost keys which require replacing. The code to unlock the post to allow vehicular access to the southern end of the allotments will be displayed on the notice board in the toilet block and changed periodically.
- 5.6 The Council will arrange for grounds maintenance operations to be carried out. This will include periodic litter picks, grass cutting and weed control of the public areas and trimming of the top and outside of boundary hedges.
- 5.7 The Council will provide, maintain/clean the toilet facilities and access to these facilities will be provided to all allotment tenants.
- 5.8 The Council will maintain the car park area and expect allotment tenants to use this area. Vehicles should only be driven up to the individual allotments for the purpose of loading and unloading.

**6. Buildings and Structures (see separate Shed, Structures and Tree Policy attached)**

- 6.1 Buildings and structures must not be installed or erected without written permission from the Council. Applications to install or erect a structure must be accompanied by a specification of the proposed structure and include dimensions. An application form is available from the council.
- 6.2 Each allotment plot is restricted to one shed, one greenhouse (no glass panes) or poly tunnel, one pond and a fruit cage, each of which not to exceed the following sizes:

	Length	Width	Depth	Area
Greenhouse / Shed	8 Feet (2.44m)	6 Feet (1.82m)		
Poly Tunnel	8 Feet	6 Feet		
Pond			18 inches (0.46m)	20 Feet <sup>2</sup> (1.86m <sup>2</sup> )
Fruit / Vegetable Cage	Not to exceed 25% of the plot			
Hen House or run	See clause 4.18			
Hen Run				
No structures are to be over 6feet 6inches (1.98m) in height				

- 6.3 All structures on allotments, whether erected by the tenant or in situ on the allotment plot on commencement of tenancy, must only be used in connection with the use and management of allotment plots.
- 6.4 All such structures should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the structure forthwith.
- 6.5 Sheds must be of a dark oak in colour and have an apex roof. All sheds must be placed on the existing shed bases and the door should face the path. If no shed base exists on the plot then guidance as to the shed position should be sought from the Parish Council office before erection.
- 6.6 When a tenant ceases their tenancy on a plot, they will be expected to remove their buildings and structures from the allotment site before vacating. Such buildings, structures or belongings must be removed by the tenant within one month of notification, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant or disposed of by the Council, with associated costs charged to the outgoing tenant.
- 6.7 Tenants are advised not to store valuable equipment and materials in any structure.
- 6.8 Tenants must not store lubricants, flammable or dangerous chemicals on the allotment site and compensation may be sought by the Council or neighbouring plot holder in the event of damage caused by any accidents resulting from any contravention of this rule.
- 6.9 Tenants are permitted to install compost bins/compost structures intended for such purpose and support structures for soft fruits. Compost bins/compost structures must be covered over in order to discourage rat infestation.

## **7. Site Management**

- 7.1 The Council will arrange for regular site inspections, to ensure that the site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections. Photographic evidence will be used to aid inspections.
- 7.2 The site inspections will include checking the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. If it is determined that a breach has occurred, a letter of warning will be sent to the tenant.
- 7.3 If there is no visual improvement after a second routine inspection, a second warning letter will be sent to the tenant.
- 7.4 Where there is no visual improvement after a third routine inspection, the tenant will be issued with a notice to quit letter.
- 7.5 The Parish Council will consider extenuating circumstances, but would request that the tenant raises these at the earliest opportunity.

7.6 The tenant will be expected to agree and comply with any readjustment of boundaries or plots that may be found necessary after the Council has carried out any detailed survey of their allotment plot.

## **8. Termination of Allotment Tenancy Agreements**

8.1 Tenants may have many reasons to cancel their tenancy agreement and the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. On return of a Notice to Quit form together with the keys, any deposit monies will be reimbursed to the tenant, subject to a satisfactory inspection of the plot.

8.2 The Council reserves the right to cancel an allotment tenancy via one month's written Notice to Quit pursuant to **Section 30 (2) of the Allotment Act 1908** if:

- a. Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
- b. It appears to the Council that the tenant of an allotment, not less than three months after commencement of the tenancy thereof; is resident more than one mile outside the Parish for which the allotments are provided.
- c. Where the rules of the allotment site have been breached (see section 7)

8.3 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to **Section 1 of the Allotments Act 1922**. The tenant shall on termination of the tenancy be entitled to compensation only in the event and to the extent prescribed by **section 2, sub-sections 2 and 3, of the Allotments Act 1922**, as amended by **the Allotments Act 1950** but not further or otherwise.

8.4 The Council shall on termination of the tenancy be entitled to recover compensation from the tenant by virtue of **section 4 of the Allotments Act 1950** in respect of any deterioration of the land caused by the failure of the plot holder to maintain the land in a clean and good state of cultivation and fertility.

8.5 The Council may terminate a tenancy in any circumstances pursuant to **section 1 (a) of the Allotments Act 1922**, as amended by the **Allotments Act 1950**, by giving the tenant 12 month's (or longer) written notice, provided that the notice expires in the winter months (either on or before 6 April of any given year or on or after 29 September of any given year).

8.6 On the death of a tenant, the Council shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden. Alternatively, the tenancy shall, unless otherwise agreed in writing, terminate two months after the death of a tenant.

## 9. Charges

- 9.1 The Council reviews the allotment charges on an annual basis, as part of its budget setting process. The annual rent is subject to review and one year's notice will be given regarding any adjustments to the charge.
- 9.2 ~~A new tenant shall pay a one off £15.00 Administration fee and a £30 refundable deposit on the uptake of a new allotment. The deposit is repayable at the end of the tenancy, subject to a satisfactory inspection of the plot prior to vacating.~~
- 9.3 In September each year, tenants will be sent an invoice in advance for allotment rent covering the forthcoming year - 1 October to 30 September and payment must be received with 30 days of receipt of the invoice. Water and pest control charges will be invoiced in arrears, for the previous year. Water consumption is measured via a meter and associated costs divided between allotment holders.

## 10. Change of Address and Notices

- 10.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.
- 10.2 Notices to be served by the Council on the tenant may be:
- a. Sent to the Tenant's last known address in the Tenancy Agreement (or notified) to the Council under these rules by first or second class post, registered letter, recorded delivery, hand delivered, or
  - b. Served on the Tenant personally or
  - c. Left on the Allotment Plot
- 10.3 Notices served under sub-paragraph (a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; **Interpretation Act 1978 Section 7.**

Should you have any queries regarding these Rules please contact the Parish Council Office on 01603 301751 or email [contact@hellesdon-pc.gov.uk](mailto:contact@hellesdon-pc.gov.uk)