



# Allotment Federation Rules and Regulations V1.0 2014



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# Part 1 - Your Tenancy

These rules and regulations are made in line with the Allotments Act 1908 to 1950 and apply to all Association owned and rented allotments, whether association managed or otherwise.

## 1.1 Tenancy Agreement

1.1.1 All plots are let on an annual basis, with the rent year running from 1st April to 31st March.

### 1.1.2 **In order to continue a tenancy plot holders must:**

- (a) Sign and return a copy of the Tenancy Agreement to the Allotment Management Team by 31st March each year.
- (b) Pay the required rent within 21 days of the issue of the invoice.
- (c) Fully comprehend and manage their plot, in accordance with these 'Rules and Regulations'.
- (d) Annually observe and comply with any amendments which may have been made to these rules. These changes will be displayed on the site notice boards and may be sent out with the annual Tenancy Agreement.

1.1.3 The rent is non-refundable. New tenants will be required to pay a deposit of £25 for the plot – This will be refunded in full if the plot is left in good order upon tenant terminating their tenancy.

1.1.4 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot.

1.1.5 The Allotment Association, as landlord, retains all rights and powers over the land.

1.1.6 The Allotment Association reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.

1.1.7 Any rent increase will occur on 1st April each year; however, Tenants will receive a minimum of 3 months' notice of any variation to this amount.

1.1.8 The Allotment Associations 'Allotment Rules and Regulations of Tenancy' applies to all Tenants, be they existing or new.

## **1.2 New Tenants, Eligibility Criteria and Allocation of Plots**

1.2.1 To be eligible for an allotment plot, a person must be 18 years or older, and new plot holders from 1<sup>st</sup> April 2014 must reside within the Town of Crewe or less than one mile outside the Borough (Small Holdings Allotment Act 1908 Section 30(2)).

1.2.2 Tenants who move out of the Borough will be required to end their tenancies.

1.2.3 All plots are let on an 'as seen' basis and the Association 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 asked to sign a Tenancy Agreement and pay the rent on that plot, prior to being allowed to start work on the plot.

1.2.5 New Tenants will be expected, within a 3 month period, to undertake a specified level of progress or cultivation, agreed at the start of the tenancy with the Allotment management Team and/or Site Warden. Failure to do this within this period will result in the tenancy being terminated, in accordance with the tenancy enforcement procedure.

1.2.6 If the new Tenant, within the 3 month period, has not observed the Rules and Regulations, then one month's notice may be given to end the tenancy under Section 30(2) Of the Small Holdings Allotment Act 1908.

1.2.7 From 2014, plot allocation will be restricted to one full size plot per person. This is at the discretion of the Management Team providing there is no waiting list for plots.

## **1.3 Primary Users**

1.3.1 The Tenant must be the primary user of the plot and responsible for the activities of the registered partner and visitors to the plot.

## **1.4 Sale and Sub-Letting**

1.4.1 The tenancy of an allotment is personal to the Tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, the Tenant may not assign, underlet or part with possession of all or part of their allotment.

1.4.2 Any structure, shed or greenhouse sold by the Tenant must be removed from the plot forthwith.

1.4.3 The sale or sub-letting of plots is strictly prohibited.

## **1.5 Partnerships**

1.5.1 A Tenant may register one partner to assist on the plot.

1.5.2 A registered partner has no automatic right to assume the tenancy of the plot, if the Tenant makes the decision to surrender the plot.

1.5.3 Any person working the plot who is not registered will not be considered for tenancy upon surrender of a plot by the Tenant.

1.5.4 The Allotment Management Team will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and working the plot for a minimum of 3 years.

1.5.5 In the event of the death of the Tenant please see point 7.3.

1.5.6 A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the Rules and Regulations.

1.5.7 The Allotment Association has the right to dissolve a partnership if they believe it to be necessary for any reason.

1.5.8 Plot tenancies must be surrendered by the existing Tenant before the Allotment Management Team will consider the application of the registered partner to take over the plot.

## **1.6 Change of Address**

1.6.1 The Tenant must give written notice of change of address within one month of any change.

1.6.2 Failure to comply with 1.6.1 will be deemed a breach of the tenancy Rules and Regulations and the Allotment Management Team will commence termination of the tenancy.

1.6.3 Personal information held by the Allotment Association relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by the Allotment Association in relation to the allotment tenancy will not be divulged to a third party without express written permission of the Tenant.

## **1.7 Written Correspondence**

1.7.1 Any written correspondence, for example, letters, notices, forms will be deemed to have been served if sent by post to the Tenant at his/her last known address (or by an agreed preferred alternative method, i.e. e-mail) or left in a conspicuous place on their plot.

## **1.8 Power of Entry and Inspection**

1.8.1 The allotments are leased to your Association and the Site Warden is entitled, at any time, when directed by the Allotment Management Team to enter and inspect an allotment garden to ensure compliance with rules and regulations of tenancy.

1.8.2 Tenants are advised that photographs are a routine part of the inspection process and these pictures are retained by the Allotment Associations Management Team for future reference, in accordance with the requirements of the Data Protection Act 1998.

1.8.3 You will be in breach of the Rules and Regulations if you cause hindrance or harassment of a duly appointed officer in carrying out inspection of the plot. This will result in an immediate Notice To Quit being issued.

## **1.9 Enforcement of Tenancy Rules and Regulations**

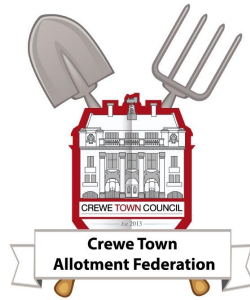
1.9.1 Where there is a proven breach of tenancy, the Association will take enforcement action against the Tenant and begin the eviction process. This may be an instant termination of tenancy and notice to vacate the plot, or a phased warning and opportunity for the Tenant to remedy the matter/situation depending upon the nature of the breach of tenancy.

## **1.10 General Breaches of Tenancy - Enforcement Procedure**

1.10.1 When evidence exists that a general breach of tenancy has occurred, Tenants will be subject to the following enforcement procedure, in order to allow the Tenant opportunity to remedy the breach.

**(a)** 1st Warning Letter - This will outline the nature of the breach(es), give instructions on required actions and **14 days** for the Tenant to rectify the problem.

**(b)** 2nd Warning Letter - If, after the 14 day period, it is found that no, or insufficient action has been taken, then the Tenant will be issued with a 2nd warning letter. This will give the Tenant an **additional 14 days** to rectify the breach. After this period a Notice to Quit will be served.



## **Part 2 - Site Rules**

### **2.1 Authorised Persons**

2.1.1 Only the Tenant, any registered partner or accompanied guest(s) are allowed on the allotment site, except during site open days or in accordance with 2.1.4.

2.1.2 The Site Warden or other authorised person(s) (including, where applicable, association or committee members) may order any unauthorised person to leave the allotment site immediately.

2.1.3 No person under the age of 18 years of age is allowed on site, unless accompanied by an adult or has been given permission in accordance with 2.1.4.

2.1.4 Non-Tenants may be allowed on site when the Tenant is away to water plants, tend to animals etc. if permission has been granted and the Allotment Team/site committee has been informed.

2.1.5 The Tenant is responsible for the behaviour of children and adults visiting the allotments. In an instance where a visitor breaches site rules, then the Tenant will be held equally responsible.

2.1.6 No Dogs are allowed on site unless prior permission has been granted by the allotment association or the site warden. The Dogs must be kept on a short lead at all times and must not stray of the owners plot. All Dog mess must be removed from the allotment site. Failure to comply with this will result in permission being revoked.

### **2.2 Site Hours of Use**

2.2.1 Allotments should only be accessed in the hours of daylight (i.e. dawn until dusk).

2.2.2 Those requiring access to the allotments outside of these hours (i.e. for exceptional needs, such as animal husbandry etc) must contact the Allotment Management Team for permission.



2.2.3 Overnight stays are strictly forbidden.

2.2.4 The Allotment Association reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.

## **2.3 Keys**

2.3.1 All tenants will be issued with one key at a cost.

2.3.2 Any additional or replacement keys will be subject to a charge and require written permission from the Allotment Management Team.

2.3.3 Keys must be returned at the end of the tenancy, failure to do so will incur a charge of £25.00.

2.3.4 Tenants must ensure that keys are kept in their possession and must not be lent out to any third party.

2.3.5 Unauthorised copying of keys is strictly forbidden.

## **2.4 Locking of Gates**

2.4.1 All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival /departure.

## **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 the Allotment Team.

## **2.6 Access**

2.6.1 The tenant, registered partners or visitors must only enter the allotment site by the provided tracks, path and associated gates.

2.6.2 No additional entrances or gates can be installed without prior written permission of the Allotment Team.

2.6.3 Tenants cannot modify or interfere with the padlocks, fences, gates or any other security provision made by the Association.

2.6.4 Tenants must pay due regard to their own personal health and safety and of others who may be around them.

## **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 be driven with due care and consideration, stopping to allow pedestrians and other users to pass safely.

2.7.4 Drivers must limit their speed to 10 mph.

2.7.5 The Allotment Management Team reserve 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.

## **2.8 Expected Behaviour of Tenants**

2.8.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified.

2.8.2 No Tenant must cause another Tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

2.8.3 Allotment plots and any structures may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act on site will be subject to immediate tenancy termination.

2.8.4 In the case of unresolved tenancy disputes, where no one party can be proven as being in breach of any site rules, then the Association reserves the right to end the tenancy of both parties. The Association reserves the right to consult with the Site Warden regarding any such disputes.

## **2.9 Notices and Advertisements**

2.9.1 Notice boards are for the sole purpose of displaying information by the allotment association.

2.9.2 No notices or advertisements are allowed without the permission of the Allotment Management Team.

## **2.10 Water**

2.10.1 The Tenant shall not waste or contaminate water and the Association encourage the use of water saving devices such as water butts. We recommend a minimum of 2 per plot.

2.10.2 All standpipes will be considered as a common resource to be shared with surrounding Tenants.

2.10.3 Sprinklers and Hose Pipes are NOT allowed on certain sites.

2.10.4 Any Tenant who the Allotment Team considers to be using excessive quantities of water, or is seen to consistently monopolise the water supply to the detriment of other Tenants will be issued with a warning.

2.10.5 Any form of unattended mains connected irrigation (such as sprinklers and timed devices) is not permitted.

2.10.6 Alteration or illegal connections to the water supply would be considered a serious breach of tenancy and Tenants who have inherited such connections on their plots are advised to contact the Allotment Management Team.

2.10.7 The Association reserves the right to switch off the water supply for period of time, if necessary for maintenance work or to prevent damage to the water supply infrastructure, I.e. during Winter months. Notification of the supply being turned off will be posted on the site notice board(s).

2.10.8 Tenants are not eligible for rent rebates on sites where water supplies have been temporarily turned off.

## **2.11 External Fencing**

2.11.1 No structures are to be attached to or supported by external fencing. Where this is currently the case, plot holders will be expected to make arrangements to rectify the situation when external fencing replacement or maintenance is undertaken.

## **2.12 Internal Paths and Communal Areas**

2.12.1 Where present, the Tenant shall keep internal paths and communal areas adjoining the allotment, clean and free from flowering weeds and long overgrown grass (that exceeds 15cm) and in good repair.

2.12.2 The Tenant shall not obstruct or allow to become obstructed; any path or road and soil must be kept clear of the edge to enable rainwater to drain away.

2.12.3 Where division paths exist, they should provide a clear and unobstructed access of at least 45cm wide and be included in the cultivated area.

2.12.4 In order to facilitate access by emergency services and maintenance vehicles, Tenants of allotment plots adjacent to main access tracks must ensure that:

- (a) The track is kept free of obstructions and hazards at all times;
- (b) Materials and manure are delivered directly into plots and not left unattended;

2.12.5 Tenants must not change or interfere with plot boundaries or encroach into alleys.

## **2.13 Notifiable Pests and Plant Diseases**

2.13.1 Notifiable pests, plant diseases, Injurious weeds and invasive plants should be reported to the Allotment Team.

## **2.14 Pests**

2.14.1 Tenants are advised to contact the Allotment Management Team in order to reduce the occurrence of pests.

2.14.2 All requests for pest control treatment must be made by contacting the Allotment Management Team or Site Warden.

## **2.15 Security and Covert Surveillance**

2.15.1 Tenants are advised that mobile CCTV cameras and other surveillance equipment can and will be deployed by the Association and other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes.

## **2.16 Fault and Repair Reporting**

2.16.1 Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the Site Warden or the Allotment Management Team. Once issues are identified, most minor repairs will be undertaken as soon as reasonably practical by an Association assigned contractor.

2.16.2 Emergency faults which arise out of normal working hours which may compromise the security of the site should be reported to the Site Warden. Emergency contact details can be found on the site notice board.



## Part 3 - Your Plot

### 3.1 Plot ID Numbers

3.1.1 The Tenant's plot number must be shown clearly on each plot at all times, so that it 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 or lawn and permitted livestock.

3.2.2 The cultivated area of the plot is the area defined as the area that is cultivated for crop or flower production, this should represent approximately 75% of the total plot.

3.2.3 The cultivated area may also include greenhouses, poly tunnels and fruit cages, housing for chickens (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 uncropped 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.

### 3.3 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 pernicious 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 extended utility, lawn or conservation areas. Any such exemptions will be at the agreement of the Allotment Management Team.

3.3.6 Up to 25% of the plot may be used for utility purposes this includes sheds, storage areas, workshops, waste incinerators (but not to be used on plots), seating, and housing for animals (only 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.

3.4.2 Hedges must not exceed 2 metres in height.

### **3.5 Unauthorised Use of the Plot**

#### **3.5.1 Commercial Activities**

(a) The Tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade or business.

(b) The bringing onto the plot of produce or materials for the purpose of selling is not permitted. Exemptions exist for activities such as Allotment Association shops and Open Days (which must be registered with the Crewe Allotment Federation).

### **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 The Site Warden & Allotment Management Team have the right to ask the Tenant to remove any items which they deem should not be stored on the plot.

3.6.3 Materials which are to be stored for use on the plot can only be stored for a maximum of 3 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 Crewe Waste and Recycling Centre. Please contact the Allotment Management Team for further details.

3.7.2 The use of the plot for waste recycling or disposal 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 Tenants 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 reasonable 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.

3.7.6 Tenants who fail to remove manure etc. will be issued with a warning and may be liable for clean-up cost.

3.7.7 Tenants who witness illegal fly tipping onto allotment land should immediately contact the Police and/or Site Warden. 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. Failure to do so will be deemed to be fly tipping and the Environmental Enforcement Team will be notified.

3.7.9 The Tenant must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or path ways). This will be deemed to be fly tipping and the Environmental Enforcement Team will be notified.

3.7.10 Tenants who are found to have illegally disposed of waste will be given an immediate Notice To Quit, as this is deemed to be a serious environmentally damaging act.

### **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 on the site notice board or is available from the Allotment Management Team.

### **3.9 Restriction on Open Burning (Bonfires)**

3.9.1 Bonfires are no longer allowed on individual plots. A new Burning area is being set-up on the communal plot. It is the plot holder's responsibility to

Remove ash or unburned waste after a fire. Any Tenants who do not clean up properly after a fire will be issued a warning.

3.9.2 All bonfires now require a permit which must be obtained from the Site Warden at least 24 hours in advance.

3.9.3 Bonfires must be attended at all times and failure to do this would be deemed a serious health and safety and environmental offence and Tenants will be issued with an immediate Notice To Quit.

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

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

3.9.6 The burning of the following materials is strictly forbidden and will lead to immediate Notice To Quit and referral for prosecution under the Environmental Protection Act 1990.

- (a) Any material producing black smoke, i.e. rubber, plastics, foam, paint.
- (b) Any material originating from outside the allotment site.
- (c) Any other material which may cause environmental Damage or harm to human health.

3.9.7 Tenants should be aware that any bonfires which cause smoke nuisance under the Environmental Protection Act 1990, Section 80 may be subject to independent enforcement action.

3.9.8 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.

3.9.9 The Allotment Federation reserves the right to refuse bonfire permits to those Tenants who do not show due consideration to the rules.

3.9.10 A limited number of permits will be issued on each permitted burning weekend and these will be subject to regular checks. When Tenants request a permit. If the allocation has been filled, they will be given priority for the next permitted burning period.

3.9.11 The health and safety of other Tenants and neighbouring residents must always be given priority.



3.9.12 Any Tenant found burning materials on their plot and not in a controlled burning zone will be issued a warning. Three of these warnings will lead to a termination of your plot.

### **3.10 Use of Materials as Weed Suppressants**

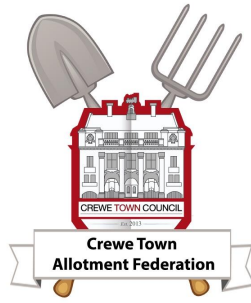
3.10.1 The use of carpets as a weed suppressant is banned, due to the chemical contents and non-biodegradable nature of such items.

3.10.2 Other weed suppressants, such as black plastic, should only be used as an aid to clearing the plot and should be removed at the earliest opportunity.

### **3.11 Minerals**

3.11.1 The Tenants shall not:

- (a) Sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other person to do so;
- (b) 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 The Allotment Association will not be held responsible for any damage or injury resulting from activities undertaken by Tenants or their guests on, or in connection with, their use of the allotment plot.

4.1.3 Particular care should be taken when using strimmers, rotavators and other mechanical / powered equipment. Appropriate personal protective equipment should be worn at all times and machinery operated 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 are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities. Activities which may require additional insurance cover could include, for example, storage of hazardous materials, high risk activities or high value items.

4.2.2 Seek their own personal liability and property insurance cover against theft, damage and personal injury.

4.2.3 Tenants will be responsible for the security of any article taken onto the allotment site.

4.2.4 Tenants must have adequate insurance cover for the use of heating appliances or the storage of hazardous materials and copies of these must be presented annually on registration of hazardous materials.

## 4.3 Hazardous Materials on Allotments

4.3.1 All Tenants with hazardous materials on plots are required to:-

- (a) register them with the Allotment Association on the 'Hazard Register' on an annual basis and when any additional hazardous substances are brought onto the plot;
- (b) Ensure they 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 (this will be provided at cost by the Allotment Management Team when permission has been granted for storage);
- (d) Failure to adhere to the above rules of tenancy will be deemed a serious breach of tenancy and Tenants will be issued with an immediate Notice To Quit.
- (e) The Tenant must provide evidence of insurance in accordance with 4.2.4.

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) are strictly prohibited without the prior written consent of the Allotment Management Team.

4.3.3 Tenants wishing to use a heating appliance or to store hazardous substances on allotments must agree to allow the Allotment Team to share their details to relevant third parties, i.e. the emergency services and police if and when required.

4.3.4 The use of heating appliances or the storage of Hazardous Substances without the required permission will be deemed 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.

## 4.4 Hazardous Material Storage

4.4.1 Restriction on Pesticides and Fertilizers

- (a) Under the Control of Pesticides Regulations (COPRA 1997) 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 should contact the Allotment Team for information on the safe disposal of pesticides and fertilisers.

(b) Pesticides should never be included in the household rubbish, burnt, placed in skips or poured into any kind of drainage system or watercourse.

#### **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.

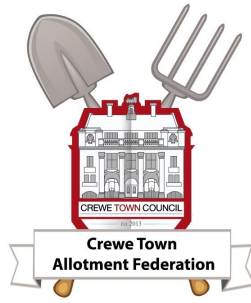
4.6.3 All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.

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 Site Warden or Allotment Management Team.

4.6.7 Sand, cat litter or proprietary oil absorbent must be kept in case of spillage.



## Part 5 – Livestock

### 5.1 Animals on Allotments

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

(a) **Chickens** (although cockerels are banned from sites)

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

5.1.3 All other plots will be kept under review to ensure the presence of livestock does not become a nuisance to neighbouring properties. 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. The Allotment Team reserve the right to ban livestock from site.

5.1.4 The keeping of the following animals may also be considered, but are subject to prior written approval by the Allotment Management Team:

- **Bees**

5.1.5 Tenants wishing to keep any type of animal on their plot must first submit an annual compulsory Animal Registration Form to the Allotment Management Team.

5.1.6 Full details of the type and number of animals must be given.

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 The Allotment Management Team reserve the right to decline applications for certain animals or request a revision of the number of animals kept on a plot, where it is felt necessary.

5.1.9 All registrations are required to be confirmed each year by the 31st March.

5.1.10 Hoofed animals (horses, cows, pigs, goats and sheep) are not permitted to be housed on allotments.

5.1.11 Dogs are not permitted to be housed on allotments.

5.1.12 Animals will be subject to an annual inspection, failure to allow access by the Allotment Management Team will result in the permission being revoked.

## **5.2 Inspections**

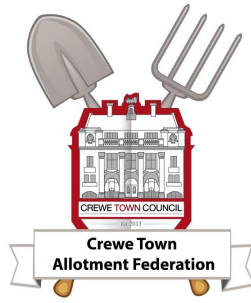
5.2.1 The Allotment Association has the right to undertake regular inspections of animals being kept on allotment plots.

5.2.2 If the welfare of any animal is deemed to be compromised, then the Allotment Management Team will demand that remedial action be taken or that the animal is removed to more suitable accommodation.

5.2.3 Failure to comply with these requests will result in referral for prosecution under The Welfare of Animals Act 2006.

## **5.3 End of Tenancy**

5.3.1 Where Tenants have given up plots or have been evicted and they fail to remove their animals, these animals will be taken into the possession of the Allotment Association and the Tenant will be responsible for any charges for accommodating these animals or for veterinary treatment.



## Part 6 – Structures

### 6.1 Consent/Permissions

6.1.1 The Tenant shall not, without prior written consent of the Allotment Association Management Team ("Structures" form), **erect** any structures, or **extend** or make **significant alterations** to any existing structures.

6.1.2 The "Structures" form needs to be fully completed and include details of the following:

- (a) Use of structure
- (b) Heating of structure
- (c) Structural dimensions (i.e. total height, width, building footprint) in metres
- (d) Description, picture or drawing of proposed structure
- (e) Foundation type
- (f) Materials used in construction

### 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) Hen or Rabbit housing
- (f) Paths
- (g) Incinerator/brazier

6.2.2 Structures which MAY be permitted in the 25% utility area, subject to permission from the Allotment Management Association Team

- (a) Permanent Concrete bases for sheds/greenhouses, are not permitted.
- (b) Storage/potting/tool sheds
- (c) Patios
- (d) Ponds/wildlife areas
- (e) Animal housing (excluding kennels)
- (f) Temporary storage areas

6.2.3 Structures which MAY NOT be permitted and which will require additional planning consent or environmental permits

(a) Large communal areas (i.e. association meeting rooms/association shops)

(b) Structures larger than the permitted sheds

(c) Large chicken coops/animal housing

(d) Fences higher than 2m

(e) Structures constructed from brick/block work

(f) Caravans/portacabins/shipping containers

(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 - ground based single storey structure

(a) Maximum height to eaves 1.82 metre (6feet)

(b) Maximum height to ridge from ground 2.74m (9 feet).

6.2.5 Foundations

(a) A Tenant will be required to remove (or pay for the removal of) foundations at the end of the tenancy.

6.2.6 Area

(a) No individual structure can exceed 16 square metres.

(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 glass houses requiring a footing on slabs bedded on sand.

(d) All structures must be kept within the boundary of the plot and not constructed over 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, e.g.**

- Greenhouse, poly tunnel, compost area, water butts and fruit cages;

- **Storage, e.g.**

- Low risk garden tools and materials for use on the plot only;

- Potentially hazardous liquids, e.g. fertiliser, pesticides, herbicides and fuels will be permitted in small quantities in accordance with the rules and regulations.

- Animal feed, which should be stored securely to prevent pest infestations.



### **6.3.2 Heating of Structure**

- (a) All heating appliances to be used on allotments must be registered on the "Hazards Substances Registration" form.
- (b) Under the Clean Air Act 1993, it is an offence to emit smoke from the chimney of a building from a furnace or any fixed boiler, if located in a designated smoke control area.

### **6.3.3 Materials**

- (a) Reclaimed or Recycled Materials
  - The Allotment Management Team 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 block work may not be 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 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.

## **6.4 Restrictions on Structures**

6.4.1 Tenants may put up one shed (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).

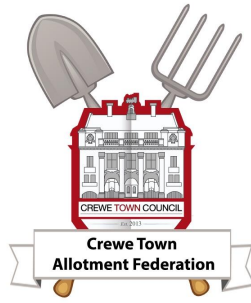
6.4.3 No structure will be permitted which will impact on the ability to use or enjoy the plot of neighbouring Tenants, i.e. cause shading.

6.4.4 Any structure on the allotment must be maintained to an appropriate appearance and condition. If the Allotment Association is not satisfied with the state of the structure, the Tenant must either repair it to the Allotment Team'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 below require planning permission and the Allotment Management Team has the right to refuse any structure which they deem to be unacceptable for allotments (see 6.2.3).



## **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 giving 28 days notice, in writing, to the Allotment Associations Team, or less if agreed.

7.1.2 On termination of tenancy, no refund of the annual rent will be given.

7.1.3 On notification of termination of tenancy, the Tenant must meet and agree with the Allotment Management Team 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 the Allotment Association undertaking the work and a charge will be made to the Tenant.

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.

7.1.6 All keys must be returned to the Allotment Management Team within 14 days of the termination of tenancy, failure to do so will result in a charge of £25.00

### **7.2 Termination of Tenancy by the Allotment Association**

7.2.1 The Allotment Association 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 Rules and Regulations. This will occur if the Tenant has breached any of the rules and regulations of tenancy.
- (B) Re-entering the allotment site after providing three months' notice, in writing, to the Tenant if the land is required for installation of any major infrastructure (or roads or sewers necessary in connection with any of those purposes)

### **7.3 Death of a Tenant**

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

7.3.2 The plot will automatically be returned to the possession of the Allotment Association in the interim period until a new Tenant is assigned.

7.3.3 Upon the death of a Tenant, any registered partner who meets the requirement of section 1.5, may be given the option to take over the tenancy. This offer will be made at the discretion of the Allotment Management Team.

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 ashes or remains can be scattered or buried on the allotment plot/site.

## **Part 8 – Useful Contacts**

Please check Site Notice Board for contacts on your site.