

## Report for Resolution

**Report to** Cabinet  
19 January 2011

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**Report of** Head of citywide services

**Subject** Allotment rule revision

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### **Purpose**

To consider and adopt the Norwich City Council Allotment rules 2011.

### **Recommendations**

To adopt the attached rules for all the council's allotments (including existing tenancies) with effect from 7 March 2011, in accordance with Small Holdings and Allotments Act 1908 section 28 (as amended).

### **Financial Consequences**

There are no financial consequences as a result of the rules being made.

### **Risk Assessment**

There is a low reputational risk. The introduction of the new rules will affect tenants who have been in breach of the existing agreement for many years, but notices to remedy have never been issued, for instance, keeping pigeons or whole plots being caged and large scale chicken keeping taking place. Although the new rules will formally be adopted the enforcement date for each rule may vary, depending on the complexity of each issue, this is especially the case when livestock are involved. An implementation plan for each rule has been produced, and tenants will be made aware of this when the rules are sent to them.

### **Strategic Priority and Outcome/Service Priorities**

The report helps to meet the strategic priority "Safe and healthy neighbourhoods – working in partnership with residents to create neighbourhoods where people feel secure, where the streets are clean and well maintained, where there is good quality housing and local amenities and where there are active local communities"

**Executive Member:** Cllr Brociek-Coulton

**Ward:** All

## **Contact Officers**

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## **Background Documents**

Small Holdings and Allotments Act 1908

Existing allotment agreement

Allotment rules focus group working papers

Allotment review consultation working papers

# Report

## Background

1. In 2008 a review of the allotment service identified a number of aspects of the service that required improving, and an action plan was produced. In the action plan a revision of the allotment rules was identified as being necessary, to enable the council to manage its allotment sites more effectively and efficiently.
2. It is open to the council to make rules (covering all the aspects of the Allotment rules 2011): Small Holdings and Allotments Act 1908 section 28. Furthermore, Land Settlement (Facilities) Act 1919 makes amendments to the 1908 Act. In particular, by section 21(3) of the 1919 Act:

Rules made by a council under section 28 of the principal act, shall, unless otherwise expressly provided, apply to an allotment, though held under a tenancy made before the rules come into operation.

3. The objectives behind the review of the rules were:
  - To recognise the way in which allotments are used by tenants has changed in recent years and the rules need to reflect this
  - To make it clear what an allotment can and cannot be used for, to enable more timely and robust action to be taken when necessary.
  - To reduce the possibility for misinterpretation, and to ensure that they are applied fairly and equitably to all tenants across all sites
  - To provide guidance to tenants on certain aspects of the tenancy that have caused problems previously
4. In September 2009 a focus group session was held with representatives from those sites that have allotment associations, to help officers shape the draft rules to be sent to all tenants as part of the consultation process. The aim of was to try and pick up any key themes that tenants felt needed to be addressed in the new rules, along with suggested solutions, and also to identify which rules they felt worked well. Posters were put up on those sites without an allotment association asking for people to come forward to get involved. The aim was to have two people from each site participate in the session. 32 out of a possible 36 people attended the session, along with the portfolio holder for allotments.
5. The focus group session was facilitated by a community engagement officer, and all three parks and open spaces officers involved with the management of the allotment sites attended.
6. Following the focus group the output was collated and circulated to all those involved in the session. The response addressed each point raised, if the item had been incorporated into the draft rules, and if it had not the reason for this was explained.

7. A set of draft rules were produced incorporating the focus group's suggestions where possible. These were then reviewed by Legal services and a document produced by the Communications team to be circulated for consultation.
8. All tenants were notified of the consultation exercise in a letter sent with their annual invoice in September 2010, explaining how they could let the council know what they thought about the draft rules and where they could access a copy of the draft rules to comment on, or to contact City Hall if they required a hard copy.
9. The consultation period ran from 17 September until 15 October 2010. At the time of the survey there were 1277 tenants occupying 1561 plots. A total of 56 people responded to the consultation, a response rate of 4.2%. There were 429 hits on the main consultation page of the website, the allotment rules were accessed 334 times and the livestock guidance document was accessed 77 times.
10. At the end of the consultation period each individual comment was evaluated and a response produced. Where appropriate changes to the Allotment rules 2011 have been made.
11. A diversity impact assessment screening and initial assessment of the rule review was completed.

### **Next steps**

12. Subject to endorsement of the Allotment rules 2011 (Appendix A) by the Cabinet existing tenants will be served with notice of the new rules coming into force on 7 March 2011.
13. The rules will be published in a user friendly format based on that used for the consultation exercise.
14. The rules will be distributed to every allotment tenant two weeks before they come into effect, along with a covering letter explaining the background to the review of the rules, how the consultation feedback was used, how they will be introduced and how to access a summary of the consultation information.
15. The majority of the rules will be enforced as soon as they come into effect on 7 March 2011, others, such as those involving livestock will need to be introduced over a longer period for existing tenants. Officers have visited sites and recorded 'historic' breaches of the rules that have not been addressed previously, to establish a baseline position. Officers will work with tenants to rectify these breaches, within agreed timescales.

# **NORWICH CITY COUNCIL**

## **ALLOTMENT RULES 2011**

### **ALLOTMENTS ACTS 1908 – 1950**

## INDEX

1.	INTRODUCTION	3
2.	INTERPRETATION AND DEFINITIONS	3 – 4
3.	ALLOCATION OF TENANCIES AND OTHER ALLOTMENT USERS	4 - 5
4.	TENANCY PRELIMINARIES	5 - 6
5.	RENT	6
6.	USE OF YOUR ALLOTMENT	6
7.	BOUNDARIES AND ACCESS	6 – 7
8.	STRUCTURES	7 - 8
9.	LIVESTOCK	8
10.	USE OF THE ALLOTMENT SITE	9
11.	NUISANCE AND ANNOYANCE	10
12.	ENFORCEMENT AND DISPUTES	10 – 11
13.	ENDING THE TENANCY	11 – 12
14.	MATTERS ARISING AT THE END OF TENANCIES	12 - 13
15.	GIVING FORMAL NOTICE	13
App. 1	ALLOCATION OF TENANCIES AND OTHER ALLOTMENT USERS – WAITING LIST PROCEDURE	13 – 16
App. 2	USE OF ALLOTMENT – CONDITIONS AND GUIDANCE	16 – 20
App. 3	STRUCTURES – PERMISSION, CONDITIONS AND GUIDANCE	20 – 22
App. 4	LIVESTOCK – PERMISSION, CONDITIONS AND GUIDANCE	22 - 25
App. 5	GUIDANCE ABOUT WILDLIFE ON ALLOTMENT SITES	25 - 26

## 1. INTRODUCTION

- 1.1 The council has power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment sites.
- 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 These rules apply to all the council's allotment sites.
- 1.4 We may need to amend these rules from time to time. If we plan to do so, we will consult allotment users in accordance with our consultation policy at the time before making changes.
- 1.5 If amended rules are brought in, a copy of these will be provided to those directly affected as soon as is reasonably practicable. We will also provide a copy of current rules, on request, to any resident of our area.

## 2. INTERPRETATION AND DEFINITIONS

- 2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole in order to understand their full effect.
- 2.2 The headings and cross-referencing we have used are for convenience only and do not affect the interpretation of the rules.
- 2.3 The following words have the meanings set out here.
  - *We* means Norwich City Council's staff responsible for its allotment service.
  - *You* means the tenant of a particular allotment.

- *Allotment* means the particular allotment garden plot let exclusively to a tenant.
- *Allotment site* means all the land held by us for allotment use on a particular site, including all the allotments exclusively let (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.
- *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.
- *Structure* means building, shed, greenhouse, shelter, animal run or hutch, polytunnel, 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.

### **3. ALLOCATION OF TENANCIES AND OTHER ALLOTMENT USERS**

- 3.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure, which is set out in **appendix 1**.
- 3.2 Family members have a limited priority to take on allotments if the tenant dies, as explained in the appendix. Otherwise, the out-going tenant's particular circumstances or wishes have no influence over the allocation when the tenancy ends.
- 3.3 You may allow other people to come on to the allotment site and/or help you cultivate your allotment. But, subject to paragraph **3.5**, you must not:
  - assign your tenancy

- sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anybody else
- in any way, charge others for permission to use your allotment (or any part of it).

3.4 You are responsible for the conduct and activities of anybody you allow on the allotment site in accordance with paragraph **3.3**.

3.5 In exceptional circumstances, for particular projects that have a community benefit, we may allow sub-letting of certain allotments. Such arrangements must be made with us in advance and may only go ahead if and when we give written permission.

#### **4. TENANCY PRELIMINARIES**

4.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year from 1 October to 30 September until it ends in accordance with part **13**.

4.2 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our decision is final (see paragraph **12.8**).

4.3 Before your tenancy begins we will remove any structure which is unsound.

4.4 Subject to paragraph **4.5**, you may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter (see paragraph **8.2**). You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy offer, or ask us to reconsider our decision not to remove the remaining structure.

4.5 We used to provide and maintain sheds on some allotments but no longer do so. Any such sheds therefore fall within paragraph **8.2** (remaining structures for which you are responsible). Use of those sheds is shared with neighbouring tenants in some cases. If so, the maintenance responsibility is shared too.

## **5. RENT**

- 5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (until 30 September) and you must pay it immediately.
- 5.2 Thereafter you must pay your rent on or before 1 October each year.
- 5.3 We will write to you at least three weeks beforehand with notification of the rent due for the coming year and details of how it can be paid.
- 5.4 From time to time we operate concessions, which may reduce the rent due for unwaged or older tenants.

## **6. USE OF YOUR ALLOTMENT**

- 6.1 You must use your allotment wholly or mainly for the production of fruit and vegetables for you and your family or household.
- 6.2 You must not use your allotment for trade or business, camping or staying there overnight.
- 6.3 You must cultivate your allotment and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. You must comply, in particular, with the requirements of parts **7 to 9** and the conditions and guidance set out in **appendix 2**.

## **7. BOUNDARIES AND ACCESS**

- 7.1 You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the allotment site or owners or occupiers of neighbouring premises.
- 7.2 You must not:
- use barbed wire at all and/or fencing of more than two metres high
  - obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments

- enclose your allotment to such an extent that it is inaccessible for inspection by us. In exceptional cases we may agree to have a key in order to obtain access where it would otherwise be inaccessible. Paragraph **12.1** deals with our right of access
- go on to other allotments except with the permission of the tenant (see paragraph **10.3**).

7.3 Paragraphs **4.2** and **12.8** deal with resolution of boundary disputes.

7.4 You must allow access through your allotment to other tenants where that is their only reasonable means of access to get to their allotment.

## **8. STRUCTURES**

8.1 You must not install any structure (see definition in paragraph **2.3**) on your allotment unless you:

- get our written permission to do so
- comply with the conditions and guidance for doing so
- maintain it in reasonable condition.

8.2 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began. Paragraphs **4.3 - 5** deal with structures at a change of tenancy.

8.3 **Appendix 3** deals with the factors to be taken into account as regards permissions, conditions and guidance for installations.

8.4 If you fail to comply with paragraphs **8.1 and 8.2** we may:

- ask you to remove it
- remove and dispose of it ourselves if you fail to do so and recharge you for these costs.

- 8.5 As well as, or instead of, proceeding in accordance with paragraph **8.4**, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see parts **12 and 13**).
- 8.6 The above requirements for installations of structures also apply to alterations of structures if what is proposed would make the structure substantially different (as opposed to works of maintenance and repair).

## **9. LIVESTOCK**

- 9.1 The only kinds of livestock you may keep on your allotment (subject to paragraph **9.2**) are hens (but not cockerels), rabbits and bees.
- 9.2 You must get our written permission to keep bees, inform of us your intention to keep hens or rabbits, and (in all three cases) comply with the conditions and guidance for doing so.
- 9.3 **Appendix 4** deals with the factors to be taken into account as regards permissions, sets out the conditions, and provides further information about guidance.
- 9.4 If you fail to comply with paragraph **9.2**, we may:
- ask you to remove livestock
  - remove and dispose of them ourselves if you fail to do so and recharge you for these costs.
- 9.5 We may also proceed in accordance with paragraph **9.4** if it is necessary in the interests of public safety, for example to contain the spread of disease.
- 9.6 As well as, or instead of, proceeding in accordance with paragraph **9.4**, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see parts **12 and 13**).

## **10. USE OF THE ALLOTMENT SITE**

10.1 You only have rights in respect of your allotment and the shared facilities of the allotment site.

10.2 You must:

- respect the safety of other users of the allotment site
- have regard for the security of the allotment site, including locking the entrance gate where appropriate
- drive at a speed that is appropriate to the site conditions. We recommend a speed of 5mph.

10.3 You must not:

- go on to other allotments except with permission of the tenant
- dump anything (including green waste) on vacant allotments or other parts of the allotment site
- in any other way make use of or cultivate vacant allotments or other parts of the allotment site
- have firearms (including air guns) or explosives on the allotment site.

10.4 You may only:

- use the shared facilities for the purposes for which they are intended. For example, you must not use the water supplies for car washing. **Appendix 2** deals with restrictions on watering your allotment
- have dogs on the allotment site if you keep them on leads and clear up any dog fouling.

10.5 You must take into account the guidance about wildlife set out in **appendix 5**.

## **11. NUISANCE AND ANNOYANCE**

11.1 You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds.

- rowdy behaviour, including excessive noise, shouting or swearing.
- failing to maintain boundaries in accordance with part 7.
- failing to keep livestock in accordance with part 9.
- failing to comply with the rules as to use of the allotment site in accordance with part 10.

11.2 You must not harass, intimidate or abuse anybody else on the allotment site.

11.3 Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.

11.4 Remember that you are responsible for other people you allow on to the allotment site (see paragraph 3.4).

## **12. ENFORCEMENT AND DISPUTES**

12.1 We may come on to your allotment at any time to inspect it. Paragraph 7.2 requires you to make your allotment accessible.

12.2 Unless it is urgent that we take immediate enforcement action against you, and subject to paragraph 12.4, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.

12.3 During the first three months of your tenancy, we appreciate that it may take some time to bring your allotment under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.

12.4 In fairness to those on the waiting list, if it appears that you are not cultivating your allotment or you don't pay your rent on time, and you have not contacted us to give a

reasonable explanation, we will take immediate steps to end your tenancy. Paragraph **13.3** explains how we may do this.

- 12.5 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 12.6 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.
- 12.7 If you are not satisfied with the service we provide, you can use our complaints procedure. If a problem cannot be resolved under our own complaints procedure, you can refer the matter to the local government ombudsman. Details of our complaints procedure and the ombudsman scheme are available on request.
- 12.8 Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final.

### **13. ENDING THE TENANCY**

#### **A. BY YOU**

- 13.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (but we can manage the allotment site and the waiting list more efficiently if you give us advance notice).

#### **B. Death**

- 13.2 If you die during your tenancy, the tenancy ends immediately upon us being notified of or ascertaining the death. Part **3** and appendix 1, which supplements it, deal with the limited priority of your family members for a tenancy in these circumstances.

#### **C. By us**

- 13.3 We may end your tenancy by re-entry at any time after giving you one month's written notice if:

- the rent (or any of it) is unpaid 40 days after it is due (in other words, after 1 October in any year)
- we are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months has elapsed since the beginning of your tenancy)
- you are not currently resident in our administrative area or within one mile of the boundary (as explained in **appendix 1**, you must be resident in the area when you take up an allotment tenancy).

13.4 We may end your tenancy by re-entry at any time after giving you three months' written notice if the allotment is required for some other purpose.

13.5 We may end your tenancy, in any circumstances, by giving you 12 months' written notice, and provided that the notice period 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).

#### **14. MATTERS ARISING AT THE END OF TENANCIES**

14.1 At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules. You must also return the key to the allotment site.

14.2 You may remove any structures that you have installed. Any that remain once the tenancy has ended will be removed by us or passed on to the next tenant (see paragraphs **4.3 and 4.4**) at our discretion.

14.3 Anything else (including livestock) that remains once the tenancy has ended may be removed by us.

14.4 We may recharge you our costs of putting right anything arising from your failure to comply with paragraph **14.1**.

## **15. GIVING FORMAL NOTICE**

- 15.1 When we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods:
- handing it to you in person
  - posting or delivering it to your address
  - leaving it on your allotment in a sealed transparent envelope so it is clearly visible.
- 15.2 Remember that your address is the one that you last notified us of in the context of your allotment (see paragraph **2.3**). It is your responsibility to notify us of any change of address during your tenancy.
- 15.3 When you need to give formal notice to us about your tenancy you must do so in writing and by any one of the following three methods:
- emailing it to our main customer contact email address
  - handing it to one of our allotment staff in person
  - posting or delivering it by hand to Norwich City Council, City Hall, Norwich NR2 1NH or any office used by us at the time for the provision of our allotment service.

## **APPENDIX 1**

### **ALLOCATION OF TENANCIES AND OTHER ALLOTMENT USERS – WAITING LIST PROCEDURE**

*Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)*

1. This appendix is supplementary to part **3** of the rules and should therefore be read in conjunction with that part.

## **(1) REGISTERING ON THE WAITING LIST**

2. In order to register on the waiting list, applicants must complete and return an application form. Application forms are available on request by contacting our customer centre by email, in person at, or by writing to, Norwich City Council, City Hall, Norwich, NR2 1NH, or by telephone.
3. Applicants may register for a tenancy offer at up to three of our allotment sites. They may register generally for any allotment on the site in question or for a particular allotment. A list of the sites and their locations are available on our website [www.norwich.gov.uk](http://www.norwich.gov.uk) or on request.

## **(2) PRIORITY FOR OFFERS – EXPLANATIONS AND PRELIMINARIES**

4. For the purposes of making offers (as explained in the next section of this appendix), the following provisions apply.
5. The tenant conditions are that prospective tenants are:
  - individuals (applications for the benefit of companies, associations or other organisations must therefore be made on their behalf by a named person, who would remain responsible throughout the tenancy)
  - over 18
  - residents of Norwich (within our administrative area)
  - not people we have information about that would give us reason to believe they would be unsuitable tenants (in other words, evidence that they may not comply with these rules if offered a tenancy).
6. If there is more than one family member the tenancy may be offered to (following the death of the last tenant), we will consult with them but our decision as to whom we offer the tenancy is final.
7. A person is only considered to have an allotment tenancy already if the size of the plot they have a tenancy for and the tenancy they would otherwise be offered, when combined, is more than a standard-sized allotment. As a general rule the standard size is 250 square metres but the exact size varies from site to site.

### **(3) PRIORITY FOR OFFERS**

8. Subject to the explanations and preliminaries (as explained in the last section of this appendix) and local discretion and flexibility (as explained in the next section), tenancies will be offered in the following order of priority.

(1) If the last tenancy of an available allotment ended because the last tenant died (in accordance with paragraph **13.2**), it will be offered to a family member (as defined in paragraph **2.3**) provided that:

- the allotment is in reasonable condition and the last tenant has complied with these rules

and the family member:

- asks us to do so before we have offered the tenancy to a person on the waiting list who would otherwise be entitled
- meets the tenant conditions
- does not already have an allotment tenancy.

(2) If the last tenancy of an available allotment did not end because of death or no qualifying family member accepts an offer, it will be offered to the person who has been on the waiting list for the site the longest provided they:

- meet the tenant conditions
- do not already have an allotment tenancy.

(3) If no qualifying person still accepts an offer, it will be offered to those who already have an allotment tenancy but otherwise in accordance with the above provisions.

### **(4) LOCAL DISCRETION AND FLEXIBILITY**

9. We retain discretion to operate allocations with a degree of flexibility in order to meet local circumstances. We will do this to help make sure that those without an allotment tenancy and on the waiting list have a fair opportunity of being offered one.

10. We will consider requests by existing tenants to exchange allotments with each other or for another available.
11. Where a family member or a waiting list applicant would qualify for an offer if they did not already have an allotment tenancy, we will consider requests to give up that tenancy in order to qualify. This may be advantageous where the existing tenancy is for an allotment smaller than the standard size.
12. But, we will not permit arrangements if they disadvantage those on the waiting list who do not already have an allotment tenancy.
13. When an allotment becomes available, we may offer more than one tenancy (in other words we may offer two or more tenancies of what will then be smaller allotments). We will take into account the length of the waiting list.

#### **(5) REMOVAL FROM WAITING LIST**

14. Applicants will be removed from the waiting list when either they have accepted an offer or they have refused three offers. But in either case (immediately or at any time thereafter) applicants may re-register on the waiting list (as new applicants with no accrued priority).

## **APPENDIX 2**

### **USE OF YOUR ALLOTMENT – CONDITIONS AND GUIDANCE**

*Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)*

1. This appendix is supplementary to part **6** of the rules and should therefore be read in conjunction with that part.

## **(1) STORAGE AND MATERIALS**

2. You may only keep items on your allotment that are for use on it, for example, you must not store vehicles there.
3. You must comply with current regulations relating to the use of chemicals and harmful substances. You should select sprays and dressings that will minimise harm to people and wildlife.
4. You must not:
  - allow excessive plant and other organic waste to accumulate on your allotment – arranging to compost waste of that kind wherever possible
  - bring asbestos based products on to your allotment
  - use concrete on your allotment (except for pre-cast products laid on a loose bed)
  - remove from your allotment any soil, gravel, sand, stones or other minerals.
5. You should only:
  - store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. And you must remove them if they have not been put to use in compliance with these rules within six months
  - use carpet, underlay or similar material sparingly and you must remove it before it disintegrates or becomes overgrown with vegetation.
6. Remember that you are liable for our costs of putting right anything arising at the end of your tenancy (see part **14**). Dealing with residual concrete, timber, scrap and old carpet etc is one of the most time consuming and expensive tasks when allotments become vacant.

## **(2) BONFIRES**

7. Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.
8. You may only have bonfires between 1 October and 31 March and between 9am and sunset.
9. You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.
10. You must ensure that the location of the fire and the weather conditions are safe.
11. You must not:
  - use petrol, paraffin or other accelerants
  - leave a bonfire unattended – you must remain present until the fire is fully extinguished
  - burn non – organic waste (for example plastics and carpet).
12. Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the pile of material to be burnt, if necessary by moving it to another location.
13. Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site (see paragraph **10.1**).

## **(3) WATERING**

14. You may use hosepipes provided you do not leave them unattended, connections are watertight and you comply with hosepipe bans or similar restrictions imposed.
15. You must not use a sprinkler system.

16. Remember that you must not use the water supply except for your allotment (see paragraph **10.4**).

#### **(4) TREES**

17. You must get our written permission before cutting down any trees.
18. You may only plant orchard trees (in other words edible fruit and nut trees).
19. If there are already more than three trees on your allotment, you must get our written permission before planting any more.
20. Trees must be planted at least two metres away from the boundary of neighbouring allotments and so that the mature canopy does not overhang neighbouring allotments.
21. Remember that you must keep weeds under control (see paragraph **6.3**). You must therefore ensure that woody weeds (for example, self-sown sycamores) do not develop.

#### **(5) TRAPS AND SNARES**

22. You may only set traps to catch or kill rats. You must ensure that they are regularly checked and do not endanger other wildlife, people or pets.

#### **(6) ALLOTMENT NUMBERING**

23. You should display the plot number on your allotment. One of the main difficulties in ensuring that vacant allotments are re-allocated efficiently is that prospective tenants cannot easily identify the allotments in question.

#### **(7) PUBLIC LIABILITY**

24. Bear in mind your responsibility as tenant for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make your own enquiries as necessary.

## APPENDIX 3

### STRUCTURES – PERMISSION, CONDITIONS AND GUIDANCE

*Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)*

1. This appendix is supplementary to part **8** of the rules and should therefore be read in conjunction with that part.
2. The meaning of a structure for these purposes is defined in paragraph **2.3**.
3. Your application for permission to install a structure must be accompanied by a specification of the proposed structure, including dimensions and a sketch.
4. You must check if any other permission is required, in addition to our permission as owner of the site, such as planning permission.
5. No more than 15 per cent of your allotment may be used for structures.
6. The schedule at the end of this appendix sets out the maximum dimensions for other common structures for which permission may be given.
7. Structures must be placed at an appropriate edge of the allotment and in such a way as neither to interfere with boundaries or access (see part **7**) nor to cause a nuisance or annoyance to other users of the allotment site or owners or occupiers of neighbouring premises (see part **11**).
8. Buildings should be sectional and constructed of either new or perfectly sound second-hand material. Brick buildings are not permitted.
9. Bases should be constructed of sleepers, precast paving stones or loose bedded brickwork.

10. Water capture equipment should be attached to all structures where possible.
11. Part 6 and appendix 2, which supplements it, deal with use of your allotment and should be borne in mind. Remember, in particular, that asbestos and concrete must not be used anywhere on your allotment.
12. Part 14 deals with matters arising at the end of tenancies and has particular relevance to removal of structures and potential recharges.
13. Permissions will contain the full conditions and guidance to which they are subject.

**SCHEDULE TO APPENDIX 3 – MAXIMUM DIMENSIONS FOR COMMON STRUCTURES**  
*All dimensions are in metres*

<u>Structure</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Depth</u>	<u>Area</u>
Greenhouse/ polytunnel	3.7	2.5	2 (eaves) 2.6 (ridge)	N/A	9.25m <sup>2</sup>
Shed	2.5	1.8	2 (eaves) 2.6 (ridge)	N/A	4.5m <sup>2</sup>
Pond				0.5	3m <sup>2</sup>
Hen house	2.7	1.8	2 (eaves) 2.6 (ridge)	N/A	4.8 m <sup>2</sup>
Hen run	3.6	3.6	2	N/A	6m <sup>2</sup>
Rabbit hutch	2.5	1.2	1	N/A	3m <sup>2</sup>
Rabbit run	2	2	1.2	N/A	4 m <sup>2</sup>

## **APPENDIX 4**

### **LIVESTOCK – PERMISSION, CONDITIONS AND GUIDANCE**

*Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)*

1. This appendix is supplementary to part **9** of the rules and should therefore be read in conjunction with that part.

#### **(1) PERMISSION FOR KEEPING BEES**

2. Each application for permission will be considered on its particular merits.
3. We will consider the numbers of hives already kept nearby and the particular situation of your allotment. Allotments next to roads, footpaths or cycleways are not suitable. Identical proposals to keep bees may, therefore, be treated differently depending on when they are made and where they are for.
4. If we consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of neighbouring premises.
5. You must be able to demonstrate that you would be able to comply with the conditions for keeping bees, including, where appropriate, documentary evidence of qualifications, registration and insurance.

#### **(2) CONDITIONS**

6. The conditions for keeping all three kinds of livestock (hens, rabbits and bees) are that you:
  - comply with all animal welfare legislation
  - make sure they have adequate housing, diet and water (bearing in mind that the supply of running water on the allotment sites is not available all year round)

- arrange for them to be checked at least once a day (except bees, which need checking less often depending on season, location and risk, e.g. vandalism)
- provide us with two emergency 24-hour contact telephone numbers
- display emergency contact telephone numbers on your allotment
- comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA in respect of such restrictions or regulations)
- dispose of carcasses in accordance with legislation and do not bury them on your allotment (or elsewhere on the allotment site)
- remove all livestock and related equipment at the end of your tenancy.

7. The additional conditions for keeping bees are that you:

- have a formal bee-keeping qualification, or have performed competently in both an approved theory and practical course and have a minimum of one year's experience of bee-keeping
- register with the National Bee Unit
- maintain public liability insurance of £5 million
- produce documentary evidence of your qualifications, registration and/or insurance, within seven days, if required by us to do so

- only carry out handling at times when the number of people close by is likely to be minimal
- ensure hives are sited at a safe distance from neighbouring premises and enclosed with a two metre high screen, or other barrier
- remove the bees if required to do so by us, for example, because they are causing a nuisance.

Remember that you must not store dirty or excessive amounts of unused bee keeping equipment. Part 6 and appendix 2, which supplements it deals with use of your allotment and excessive storage.

8. You must ensure that your arrangements for keeping any of the three kinds of livestock comply with all parts of these rules. You should bear in mind, in particular, that you must:
- use your allotment mainly for the production of fruit and vegetables (see paragraph 6.1)
  - not use it for trade or business (see paragraph 6.2)
  - not cause a nuisance or annoyance (see paragraph 11.1).
9. You must also ensure that all structures for keeping any of the three kinds of livestock comply with part 8 and appendix 3, as well as welfare recommendations which supplements it. Remember that:
- you must get written permission to install structures
  - no more than 15 per cent of your allotment may be used for structures.

And the number of animals you keep must be limited to the space available so as to meet welfare requirements and comply with all relevant legislation, regulations and guidance.

### **(3) GUIDANCE**

10. If you keep any of the three kinds of livestock, we will provide you with details as to compliance with the above conditions.
11. Keeping livestock carries particular responsibilities. Failure to meet animal welfare standards may be a criminal offence and result in prosecution. You should not acquire any of the three kinds of livestock or related equipment until you have the necessary permission and are confident you can comply with the conditions and guidance.
- 12 Remember that we may come on to your allotment at any time and you must give access where necessary (see paragraph **12.1**).

## **APPENDIX 5**

### **GUIDANCE ABOUT WILDLIFE ON ALLOTMENT SITES**

1. Allotment sites might contain wildlife that is protected by law. In most case, the presence of protected species will not affect your normal allotment activities. For more detailed information on protected wildlife, please contact, please contact the government's wildlife advice agency (a link to current details is maintained on our website).
2. All wild birds and their eggs and nests are legally protected, and it is an offence to kill them or deliberately destroy or disturb their eggs or nests.
3. All native British reptiles are legally protected against deliberate killing or collection. Slow-worms and grass snakes are the species most likely to occur on allotments. Both species are harmless to humans, and slow-worms in particular are beneficial as they eat slugs and other garden pests. Reptiles like to hide away, and if found they should be left alone.

4. All native British amphibians have some legal protection. In the case of the three species most likely to be found on allotment sites (common frog, common toad and smooth newt), this only applies to preventing them being offered for sale. The much rarer great crested newt has a higher level of protection, and it is an offence to intentionally kill, disturb, or destroy the habitat of this species.
5. The hedgehog, another beneficial animal that eats garden pests, is often found on allotments and it is an offence to deliberately kill or injure one.
6. If you discover a bee swarm or wild colony on the allotment site you should tell us as soon as possible.