



# Bishopstoke Parish Council

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## ALLOTMENT RULES

In addition to the rules set out below, there are a number of Council documents which Tenants are expected to be aware of and will need to follow and / or sign. These will all be provided to the Tenant at the start of the tenancy and are also available on the Council website ([www.bishopstokepc.org/allotments](http://www.bishopstokepc.org/allotments)).

The Council reserves the right to amend / remove / add to any and all of these documents, including the rules laid out below, at any time. Updates to these documents will be included with the annual rent letter. Any urgent changes that are necessary during the year (such as measure to control the spread of bird flu) will be displayed on both the Council website and on the noticeboards on each allotment site. Tenants are expected to check the noticeboards for these notices.

The current list of additional documents is:

Non-Cultivation Policy	Machinery Disclaimer Form
Health & Safety Guidance	Information from the Site Representatives
Information about the Allotment Association	Allocation of Plots
What To Do If I Cannot Work My Plot	
Agreement for Keeping Chickens (available on request)	

## Section 1 – The Council

### 1 Renting your plot

Each new tenancy will only be granted upon receipt of a deposit of a year's full rent (before any discount is applied).

Rent is due in advance and in full annually and will cover the period from 1<sup>st</sup> October through to the following 30<sup>th</sup> September. Rent letters will usually be sent out during September each year.

### 2 Discounted Rate

Once the Primary Tenant reaches their 70<sup>th</sup> birthday, a discounted rate will apply from the following 1<sup>st</sup> October. Where a prior tenancy agreement exists stating that the discounted rate applies from 60 years old that will be honoured.

### 3 Rent Review

Bishopstoke Parish Council will review the rent, the discounted rate and the age from which the discount applies annually. Any changes agreed will apply from the following rental period.

### 4 Admittance

The Council can refuse to allow any person entry to the site unless they are accompanied by the Tenant or a member of their family.

## **5 Helpers**

The Tenant must provide the site reps and Council with the names of anyone who will be helping to work the plot before the first time the helpers come on site.

## **6 Disputes Between Tenants**

Any dispute between Tenants should first be referred to the site reps and then, if necessary, the Council. The Council will attempt to mediate before any other action is considered. The Council's decision is final.

## **7 Change of Address**

The Council must be kept informed of any change of address of any Tenant.

## **8 Yielding Up**

When the tenancy ends, for any reason, the allotment is to be left in a good condition, and with all tools, other items and any buildings removed from the site, unless agreed in writing by the Council. If the Council incurs costs in making the allotment good before the next tenancy begins, this will be taken from the deposit of the outgoing Tenant. If the costs incurred are higher than the deposit, the Council reserves the right to seek to recover these costs from the outgoing Tenant. Otherwise, the deposit will be returned via BACS within 1 month of the tenancy ending.

## **9 Inspections**

The Council has the right to enter and inspect the allotment at any time. There will be three main inspection points. The first, around mid-April, will be to confirm that work has started on plots. The second, around mid-June, will be to confirm that sufficient cultivation is taking place. The third, around November, will be to confirm that either the plot is appropriately closed down for winter, or that winter crops are being cultivated. All inspections will also check that the allotment is complying with the rules set out here. Failing two inspections in a 12 month period, or failing two June inspections for cultivation, will be considered a breach of the tenancy rules and will result in the ending of the allotment tenancy.

## **Section 2 – Allotment Use**

### **10 Allotment Use**

A minimum of two thirds of the allotted space must be for the production of fruit or vegetables for consumption by the Tenant, their family and friends, or for keeping permitted livestock. The allotment must not be used for commercial or any other purpose. Solely clearing weeds will not be sufficient.

### **11 Invasive Non-Native Plant Species**

The Tenant must not plant or allow to grow any invasive non-native plant currently listed for Schedule 9 of the Wildlife and Countryside Act 1981, or listed by the EU regulation on Invasive Alien Species 2015. If evidence of any listed plant is found then the site reps and the Council must be contacted as soon as possible, and in any case within three working days.

A list of plants that require notification will be provided at the start of the tenancy and updates will be included with the annual rent letter.

## **12 Trees and Bushes**

Any fruit tree, bush or vine must be kept completely within the boundaries of the allotment plot. They must not be allowed to grow taller than 4 metres (13.1 feet) and must be pruned back sufficiently below 4 metres each year to allow for growth the following season. Trees other than fruit trees are not permitted. If at any point a tree causes a nuisance to the owner or occupier of adjoining land the Tenant can be required to remove it, or the Council will remove it and pass the cost onto the Tenant.

## **13 Maintenance of the Plot**

The allotment must be kept tidy and reasonably free from weeds. The Tenant should do all they can to keep the plot free from diseased or harmful plants and pests.

## **14 Compost and Manure**

The Tenant can compost weeds or other vegetable or plant matter from their plot as long as the quantities are reasonable for their use in the cultivation of the allotment, the containers are designed specifically for composting, and the compostable items will not be exposed. Similarly, manure can be deposited on the plot provided the quantities are reasonable for the cultivation of that plot. It is acceptable to bring compostable items, compost or manure onto the plot from outside the allotment if necessary for the cultivation of the plot.

## **15 Livestock**

The Allotment Act 1950 Section 12 permits hens and rabbits to be kept on allotments in certain circumstances. Written permission must first be given by the Council, and all related policies and agreements relating to the keeping of livestock must be followed and signed. The Council reserves the right to withdraw permission. No other livestock, including bees are permitted.

## **16 Watering Allotments**

Tenants are strongly advised to use a water butt or other receptacle designed for the purpose. Anything used for water storage must have a fitted lid and must be regularly cleaned. Hosepipes can be used to water a plot but passive watering such as sprinklers, irrigation systems or just leaving a hose unattended are not permitted. Any hosepipe ban in the area must be followed. If standpipes are available, they must be used considerately with other tenants. If free-standing baths are available, they are only to be used for watering plots, and not for cleaning tools or washing produce. Ponds or other areas of standing water are not permitted. These rules are primarily designed to minimise the risk and maintain control of Legionella bacteria.

## **17 Responsibilities**

The Tenant is responsible for maintaining the allotment in a good condition and for ensuring that any person present on the Allotment with or without the Tenant's permission does not suffer personal injury or damage to their property. The Tenant is expected to take all reasonable precautions to comply with this responsibility, including reading the health and safety guidance document and communication of guidance contained within to all those who may assist the Tenant on their Allotment. Examples of such precautions include but are not limited to the safe storage of tools and chemicals and the immediate removal of any

hazardous objects such as broken glass. It is the Tenant's responsibility to consider taking out Public Liability Insurance to cover the occupation of their allotment land.

**18 Disease**

If disease is suspected or found on site then it must be reported to the site representatives and the Council as soon as possible and in any case in no more than three working days.

**19 Weeds**

The plot must be kept free of weeds.

**20 Sprays**

When using any sprays or fertilizers the Tenant must take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur. The Tenant must comply at all times with current regulations and legislation. All pesticides or chemicals kept on the plot must be stored safely and securely. Any pesticides or chemicals brought onto the Allotment are the sole responsibility of the Tenant.

The use of glyphosate is not permitted.

### **Section 3 – Buildings, Structures and Boundaries**

**21 Boundary Structures**

The Tenant must do their best to keep any hedges, fences, ditches or gates, in or enclosing the site, or in adjoining land, in decent order. Any noticeboard on site must also be looked after. Where an allotment plot is next to a residential property any structure must be placed at least 1 metre away from the boundary of the property with no windows or openings overlooking the property. The Tenant must keep the area between the allotment plot and the residential property clear.

**22 Fencing**

The Tenant must not fence any part of their plot without written permission from the Council.

**23 Buildings**

Any building must have written permission from the Council. All buildings must be placed at least 30cm (1 foot) away from any path. Connection to services is not permitted. The Tenant is responsible for maintaining the building in good condition and for the removal of the building at the end of the tenancy. Buildings that will usually gain permission include a shed, a greenhouse and a poly tunnel. Any structure erected without the Council's permission may be removed without notice with the costs being recharged to the Tenant.

**24 Sheds**

Tenants will usually receive permission for one shed on their plot. The maximum size of any shed must be 1.83m by 2.44m (6 feet by 8 feet) except for plots of 2.5 rods (63 m<sup>2</sup>) or less, where the maximum size is 1.83m by 1.22m (6 feet by 4 feet). If an old shed is to be brought on site then the Council must be informed what the roof is made of – any felt roof must be replaced with brand new felt before it is brought on site.

When a Tenant notifies the Council their intention to vacate their plot and leave a shed, it is the Tenant's responsibility to arrange the disposition of any buildings or tools as they see fit.

**25 Greenhouse**

Tenants will usually receive permission for one greenhouse on their plot. The maximum size is 1.83m by 2.44m (6 feet by 8 feet). Any greenhouse near a path must be shielded on the path side from potential damage that may result from stones being flicked up when the path is strimmed. Glass panels must be properly maintained including measures to protect people from broken or damaged panels prior to repairs taking place. If an existing greenhouse is too close to a path the Council may require extra protective measures or that the greenhouse is moved.

**26 Poly Tunnel**

Tenants will usually receive permission for one poly tunnel on their plot. The maximum size is 2.44m by 3.05m (8 feet by 10 feet).

**27 Taking Over From a Previous Tenant**

If tools, buildings or other items are left by one Tenant and are taken over by the new Tenant then that Tenant accepts this is at their own risk and also accepts responsibility for ensuring that any necessary repairs are made and that they are kept in a good condition going forward.

**28 Barbed Wire**

Barbed wire is not permitted along any path set out by the Council within the site.

## **Section 4 – Site Responsibilities**

**29 Pathways**

Pathways must be kept clear of plants, trees and any other materials. Temporary blocking of a path for the delivery of manure is allowed, but only with written permission from the Council. The Tenant is responsible for maintaining half the footway between allotment plots and any other verge adjoining the plot. The minimum width of the paths between allotments is 60cm (2 feet). Weedkiller must not be used on any of the footways, which are to be kept as grass.

**30 Protected Animal or Reptile Species**

If a protected species of animal or reptile is found on the allotment site, the Tenant must follow the law concerning the disturbance or protection of such species. Guidance for specific species subject to protection, for example slow worms, can be sought from the Council.

**31 Bees**

Any bees' nest found on the allotment site must be left undisturbed and the Council notified as soon as possible, and in any case within three working days.

**32 Fuels**

No combustible or pressurised fuels are to be stored on the allotment. There is no requirement to drain machines or tools when not in use.

**33 Vehicles and Parking**

Parking is only permitted in designated parking spots. Some sites may allow vehicle access to

certain parts of the site but this will depend on both the weather and the time of year. Vehicles and trailers must not be left unattended and may be removed without notice by the Council with any associated costs being recovered from the Tenant.

The Council accepts no responsibility whatsoever for damage to individuals or their vehicles, or for recovery costs, for anyone using any part of the allotment site.

**34 Dogs**

Any dogs brought on site must remain on a leash. It is the Tenant's responsibility to ensure that anyone they permit onto the site keeps their dogs on a leash. It is also the Tenant's responsibility to see that any fouling by any such dog is disposed of properly.

**35 Children**

The Tenant must ensure that any children brought onto the site are closely supervised at all times.

**36 Bonfires**

Bonfires should only be lit when necessary, and Tenants must attempt to keep the frequency of bonfires to a minimum.

Bonfires should only take place after 6pm when British Summer Time applies and after 4pm during the remaining part of the year. Check your bonfire for wildlife before lighting it.

Only clean and dry material of vegetable origin should be burnt. On no account should materials from outside the allotment be brought onto the site and burnt.

Burning should only take place when the wind is blowing in a suitable direction which will not carry smoke towards any neighbouring properties. Check weather conditions to ensure that you will not encounter significant wind.

Bonfires must not be left unattended or left to smoulder. Tenants must ensure that before leaving the bonfire it has been completely put out.

The environmentally friendly alternative of composting should be carried out where possible. Alternatively, green garden waste can be disposed of at Household Waste Recycling Centres.

## **Section 5 – General Rules**

**37 Nuisance and Annoyance**

The Tenant will not cause any nuisance or annoyance to other tenants on site, or to the owners or occupiers of land next to the allotment site.

**38 Entering another Tenant's plot (Trespass)**

Tenants are not permitted to enter onto another plot without the express permission of that Tenant except in cases of emergency. Any agreement must include details of who is permitted to enter the plot, and when the agreement will start and end, and must be communicated to the site representatives or the Council before it starts.

**39 Illness / Holiday**

If a Tenant becomes unwell and is unable to work their plot, it is the Tenant's responsibility to inform the site representatives or the Council as soon as possible. It is also the Tenant's responsibility to arrange for the maintenance of their plot. The minimum required maintenance is that the plot be kept reasonably free of weeds and any grass the Tenant is

responsible for be kept strimmed. It may be possible to reach an agreement where the Council arranges for the strimming on the understanding that this service will be billed to the Tenant.

Any agreement with other tenants / family members / anyone else to maintain the plot in the absence of the Tenant must be communicated to the site representatives or the Council prior to the agreement starting. Details should include when the agreement starts, who is involved, and (if known) when the agreement is to end. This applies to both illness and holidays.

**40 Theft**

Any removal of crops, equipment or other items (including diseased crops) from another Tenant's plot without the express permission of that Tenant will be considered theft. As above, an arrangement allowing one or more other Tenant's to harvest crops from a plot can be made. Any arrangement, including the people involved and the dates covered, must be communicated to the site representatives or the Council before it starts.

**41 Alienation (Subletting)**

The Tenant is not allowed to sublet the plot, assign any part of the plot to someone else to use, or part with possession of the plot or any part of it. This includes giving permission to another Tenant to grow crops on your plot.

**42 Plot Numbers**

All Tenants must display their plot number somewhere prominent and visible on their plot.

**43 Adverts**

Tenants must not display notices or adverts on the site.

**44 Clear Access to Council Buildings**

No building, semi-permanent structure, compost heap, trellis, fruit cage or similar is allowed to be placed within 1 metre of Council buildings. This is to ensure there is sufficient access to maintain the building.

**45 Abuse**

Abuse of anyone by a Tenant or anyone they have allowed to enter the site will not be tolerated.

**46 Waste, Refuse and Removal of Material**

All waste must be disposed of responsibly. With the exception of items necessary for cultivation and composting, and manure, no other material shall be deposited within the allotment site. Disposal of waste from the allotment will be through composting, by removal from the site or by depositing it in a receptacle provided for the purpose. It is not permitted to remove timber or trees from outside the plot, nor to take, sell or carry away any mineral, gravel, sand, earth or clay without written permission from the Council.

The Tenant must not allow soil, stones, weeds or other vegetable or plant matter to be deposited by anyone within the allotment site with the exception of bringing material in to compost on their own plot.

**47 Legal Obligations**

The Tenant shall at all times during the tenancy observe and comply fully with all acts; enactments; statutory instruments; local, parochial or other bylaws; and other orders or regulations affecting the Allotment or allotment site. The Tenant is also expected to comply fully with all laws, such as Health and Safety, which may affect the use of machinery on site, and to comply with the regulations set by Bishopstoke Parish Council regarding the use of Council machinery. These regulations are displayed on the Council website and in the storage shed where the Council machinery is kept.