

## Allotment Rules and Regulations

### Table of Contents

1. Assignment, sub-letting & co-working.....	2
2. Application.....	2
3. Terms and interpretation .....	2
4. The council’s responsibilities .....	3
5. The complaints procedure .....	3
6. Cultivation and weed control.....	3
7. Trees and invasive plants.....	3
8. Hedges & Ponds.....	4
9. Plot use and storage.....	4
10. Water, Bonfires & Other Restrictions .....	4
11. Waste materials and pollutants .....	4
12. Structures and fences .....	5
13. Paths & Road ways.....	5
14. Dogs, livestock and bees .....	6
15. Rent .....	6
16. Observance of Rules.....	7
17. Site safety, security and duty of care .....	7
18. Unauthorized persons .....	8
19. Vehicles, tents and caravans .....	8
20. Plot numbering, plot splitting and notices.....	8
21. Change of address and notices.....	8
22. Tenancy termination.....	9



## 1. Assignment, sub-letting & co-working

- 1.1 The tenancy of an allotment is personal to the tenant named in the agreement.
- 1.2 The tenant may not assign, sublet, or part with possession or control of all or any part of their allotment.
- 1.3 Within the first three months the tenant is within a probationary period if the tenant chooses to return the allotment to the council during this period the tenant will have rental returned minus a £20.00 administration fee. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot, then the tenancy will be terminated, and the plot returned to council for re-letting.

## 2. Application

- 2.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.
- 2.2 Where allotment tenancies are rented to a group, they are collectively subject to additional rules issued by the Council.

## 3. Terms and interpretation

In these rules the words used are to have the following meaning:

- 3.1 **Allotment:** A plot of land that is let by the council for the cultivation of herb, flower, fruit, and vegetable crops.
- 3.2 **The council:** Holbeach Parish Council.
- 3.3 **Tenant:** A person who holds an agreement for the tenancy of an allotment.
- 3.4 **Site:** Any area of allotments that are grouped together at one location
- 3.5 **Rent:** The annual rent payable for the tenancy of an allotment.
- 3.6 **Review notice:** Any notice of reviewed rental charges.
- 3.7 **Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant.
- 3.8 **Roadway:** A common route within the site for vehicular and pedestrian access to allotments.
- 3.9 **Headland:** The area of land between an allotment plot and any roadway or perimeter fence.
- 3.10 **Authorised officer:** A member of staff of Holbeach Parish Council.
- 3.11 **Other authorised persons:** The tenant, invited guest and Holbeach Parish Councillor.
- 3.12 **Cultivation:** Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit, and vegetable crops.
- 3.13 **Paths:** Dividing paths between allotments.
- 3.14 **The non-cultivated leisure area:** Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.



#### 4. The council's responsibilities

- 4.1 **Administration:** Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules.
- 4.2 **Repairs and Maintenance:** Repairs to site perimeter fences, gates and water infrastructure (if applicable); hedges and tree management.
- 4.3 **Rubbish clearance:** To remove rubbish which has been fly-tipped by third parties excluding allotment tenants.
- 4.4 **Liability:** The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants, or contents on allotment.

#### 5. The complaints procedure

- 5.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to Holbeach Parish Council. If you are dissatisfied with the response, then follow the procedure below.
- 5.2 The council's corporate complaints procedure is available from the council offices or from the website.

#### 6. Cultivation and weed control

- 6.1 The cultivated area is defined as the area that is cultivated for crop or flower production.  
Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.
- 6.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe, and free from flowering weeds.
- 6.3 Allotments that have areas that are not suitable for production - such as heavily shaded areas, excessively sloping land or impoverished or polluted soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with the Council .
- 6.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent.

#### 7. Trees and invasive plants

- 7.1 Tenants must not, without consent of Holbeach Parish Council, plant any trees.
- 7.2 Fruit trees are permitted with the written consent of Holbeach Parish Council but will normally be included within the 25% of non-cultivated area and must grow no higher than 2 metres in height.

Where fruit trees are planted outside of the 25% non- cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.

- 7.3 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant, then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.
- 7.4 Invasive plants such as Bamboo, all types of willow and conifers (including Christmas trees) are not permitted to be planted by the tenant. If the invasive plants are not removed by the tenant, then the tenancy will be terminated, and plants removed at cost to the tenant.

## 8. Hedges & Ponds

No hedges or ponds permitted

## 9. Plot use and storage

- 9.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 9.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit, and vegetable crops for consumption by themselves and their family.
- 9.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots, and netting for seasonal use.
- 9.4 Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

## 10. Water, Bonfires & Other Restrictions

Bonfires are strictly prohibited

## 11. Waste materials and pollutants

- 11.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot, all allotment plots are rented as seen.
- 11.2 Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.
- 11.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass, and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 11.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or



bathtubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.

- 11.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow temporary concrete and brick footings will be allowed for a glass house.
- 11.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.
- 11.7 All non-diseased vegetative matter shall be composted and used on the tenant's allotment.
- 11.8 The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.
- 11.9 In the event that a tenant is put on notice for excessive materials such a timber, metal, carpet, or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.
- 11.10 If tenants witness someone illegally fly tipping rubbish onto allotment land, they should immediately contact the police via 101 & inform the Clerk of the incident and incident number.

## 12. Structures and fences

- 12.1 Sheds and sided structures shall be included within the 25% area allowed for noncultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 12.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair, it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.
- 12.3 Tenants may put up no more than two sheds and no more than two greenhouses (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the Council is required for poly tunnels, sheds, greenhouses, with the size and layout agreed. Which shall not be installed until permission is granted.
- 12.4 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 12.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. Asbestos).
- 12.6 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.
- 12.7 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 12.8 It is an offence to attach or hang any materials to any council fencing.

## 13. Paths & Roadways

- 13.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).



- 13.2 Shared paths between two allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 13.3 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 13.4 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all roadways have free access for other users.
- 13.5 Roadways must not be obstructed - or parked on - by vehicles. Roadways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block roadways may be barred from allotment sites.

#### 14. Dogs, livestock, and bees

- 14.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained **at all times** you must remove all excrement. Tenants who fail to keep dogs on leads will receive a notice.
- 14.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.
- 14.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.
- 14.4 The placing of beehives on an allotment is strictly forbidden, unless agreed by Council on a case by case basis on Agricultural plots only..
- 14.5 No animals or livestock may be kept on allotment land.

#### 15. Rent

- 15.1 The tenant must pay the invoiced rent within 40 days of the due date.
- 15.2 The rent year runs from the 1<sup>st</sup> October to 30<sup>th</sup> September for certain sites and 1<sup>st</sup> April to 31<sup>st</sup> March for other sites. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount on the due date. A deposit equal to the annual rent will be paid on the signing of the agreement. This will be refunded as long as the allotment is returned in good condition
- 15.3 A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.
- 15.4 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.
- 15.5 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council may agree to dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.
- 15.6 Rent may increase at any time provided the council takes reasonable steps to give at least six-months' notice by way of signs on notice boards and gates, or by letters etc. Failure to give notice to any individual tenant will not invalidate the tenants rent increase.



## 16. Observance of Rules

- 16.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 16.2 Rules will be posted online on the council website [www.holbeach.parish.lincolnshire.gov.uk/](http://www.holbeach.parish.lincolnshire.gov.uk/) or sent with rent invoices/new tenancy agreements. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.
- 16.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

## 17. Site safety, security, and duty of care

- 17.1 Tenants must not discriminate against, harass, bully, or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 17.2 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.
- 17.3 The allotments and site or any structures thereon may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 17.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative regarding any such disputes.
- 17.5 Tenants have a duty of care to everyone, including visitors, trespassers, and themselves.
- 17.6 Any structure or any other item considered hazardous should be removed after instruction from the Council. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.
- 17.7 Storage of hazardous materials is prohibited. Usage hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform the Clerk.
- 17.8 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 17.9 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 17.10 Tenants may not bring, use, or allow the use of barbed or razor wire on the allotment any historic barbed wire on the plot must be accompanied by a barbed wire warning sign.
- 17.11 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.



- 17.12 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the police.

## 18. Unauthorized persons

- 18.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 18.2 A authorised officer of the Council or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 18.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.

## 19. Vehicles, tents, and caravans

- 19.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.
- 19.2 Overnight erection of tents, yurts, and other temporary structures, as well as overnight camping, are not allowed on allotment land.

## 20. Plot numbering, plot splitting and notices

- 20.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the roadway or main access path.
- 20.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by the Council.
- 20.3 If the council agree or decide that an allotment plot is suitable for dividing into two half plots, then the tenant is responsible for marking the boundary line with a minimum of two posts or by some other safe and visible method.
- 20.4 Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the Council.

## 21. Change of address and notices

- 21.1 Tenants must immediately inform the council, in writing, of changes of address or status.
- 21.2 If a tenant moves to an address outside of the boundary of Holbeach Parish Council they should contact the clerk and it will be judges on a case-by-case basis
- 21.3 Notices to be served by the council on the tenant may be:
- Sent to the tenant's address in the Tenancy Agreement (or as notified to the council under these rules) by post, registered letter, recorded delivery, or hand delivered; or
  - Served on the tenant personally; or



c) Placed on the plot.

21.4 Notices served under paragraph 17.3 will be treated as properly served even if not received

21.5 Written information for the council should be sent to: Holbeach Parish Council, Coubro Chambers, 11 West End, Holbeach, PE12 7LW or by email to: clerk@holbeachpc.com

## 22. Tenancy termination

The council may terminate allotment tenancies in any of the following ways:

- a) By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
- b) At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining, or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation and appropriate compensation.
- c) By giving one month's written notice to quit if:
  1. The rent is in arrears for 40 days or more (whether formally demanded or not); or
  2. The tenant is in breach of any of these rules or of their tenancy agreement; or
  3. Automatically on the death of the named tenant, (normally there would be no objection, in the first case, to a family member or co-worker taking on the tenancy).

Version	Date Approved	Amendments Made	Next Review Date
V1	19/04/2022		11/04/2023
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