

Brighton & Hove Allotment Rules, March 2010

I 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 The tenant may share cultivation by registering a co-worker. Co-workers must sign an agreement, countersigned by the tenant and sent to the council. For further information on co-workers refer to supplementary guidance notes.

1.4 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 the council for re-letting.

2 Cultivation and weed control

2.1 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.

2.2 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.

2.3 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 a council officer.

2.4 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.

3 Trees and invasive plants

3.1 Tenants must not, without consent of a council officer, cut or prune trees outside of their own allotment; plant any trees which will exceed a height of 2 metres; and/or allow self-seeded trees to grow on their allotment (including any that are growing through a perimeter fence).

3.2 All trees, bushes and hedging over 2 metres in height are in breach of allotment rules and will lead to a notice and possible termination.

3.3 Fruit trees are permitted 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.

3.4 Tenants who have fruit trees that have grown above 2 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.

3.5 All fruit trees must be selected so as to avoid breaching the 2 metre height rule. Trees must be grown on dwarfing rootstocks such as M9 or M26 and pruned so as not to exceed 2 metres in height. Trees on semi dwarfing rootstocks may be planted but only if grown as restricted forms, being trained and pruned into Cordons or Espaliers.

3.6 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and plants over 2 metres in height 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.

3.7. Invasive plants such as Bamboo, all types of willow and conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the tenant then the tenancy will be terminated and plants removed at cost to the tenant.

4 Hedges and ponds

4.1 Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a maximum height of 2 metres and the sides shall be trimmed at least once per year.

4.2 Where hedges abut a perimeter boundary, road or vehicular haulage way, the council is responsible for maintaining the outside and top.

4.3 Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.

4.4 No conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

4.5 The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm. The pond area will be included as part of the non cultivated area.

4.6 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any haulage way or path. Tenants are advised to erect secure fencing.

4.7 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto an allotment will be considered waste and will result in a tenant being put on notice.

5 Plot use and storage

5.1 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 (unless sold for the benefit of charity or the allotment association of that site.) Tenants may not use their allotment as a place of residence and/or sleep overnight.

5.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.

5.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

5.4 Construction materials, paving and timber for infrastructure work must be used within 12 months.

5.5 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.

6 Water, Bonfires & Other Restrictions

6.1 Sprinklers are prohibited. Hose pipes may only be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies.

6.2 Mains water will be available from 1st March to 31st October. Water supply is subject to seasonal restrictions and hosepipe bans.

6.3 Any form of unattended mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden and will lead to notice of termination.

6.4 All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants.

6.5 Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution.

6.6 All open fires between 1st April and 1st November must be contained within an incinerator barrel, however small contained fires will be permitted for barbequing.

6.7 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

6.8 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.

6.9 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.

6.10 The council reserves the right to prohibit bonfires on a specific plot and/or group of plots.

6.11 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the council.

7 Waste materials and pollutants

7.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council 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.

7.2 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.

7.3 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.

7.4 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 bath tubs - 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.

7.5 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 concrete and brick footings will be allowed for a glass house.

7.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.

7.7 All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in an incinerator.

7.8 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.

7.9 In the event that a tenant is put on notice for excessive materials such as 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.

7.10 If tenants witness someone illegally fly tipping rubbish onto allotment land they should immediately contact the police.

8 Structures and fences

8.1 Sheds and sided structures shall be included within the 25% area allowed for non cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.

8.2 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.

8.3 Tenants may put up one shed 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 site representative or council officer is required for poly tunnels, with tunnel size and layout agreed in advance. No tunnel or glasshouse should exceed 2.13 metres in height.

8.4 Where a new tenant has a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.

8.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.

8.6 The maximum size of a shed is 3 metres long x 2metres wide x 2.13m high, (9 feet x 6 feet x 7 feet).

8.7 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.

8.8 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).

8.9 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.

8.10 It is an offence to attach or hang any materials to any council fencing.

9 Paths & haulage ways

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

9.2 A single main path no wider than 75cm, as well as narrow internal paths (being spurs from the main path and being no wider than 50cm) will also be included within the cultivated area. Wider paths will be allowed on steeply sloping plots where raised beds require wider access.

9.3 Paths that exceed the dimensions stated above shall be included within the non cultivated area.

9.4 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.

9.5 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.

9.6 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users.

9.7 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from allotment sites.

10 Dogs, livestock and bees

10.1 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**. Tenants who fail to keep dogs on leads will receive a notice.

10.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.

10.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.

10.4 The placing of beehives on an allotment is subject to acceptance by the tenant of direct responsibility for insurance and compliance with the Bee Keepers Agreement, which will be issued by the council.

10.5 The placement of bees on site without an agreement will be subject to immediate removal at cost to the tenant and an agreement will not be agreed retrospectively.

10.6 No animals or livestock (other than bees) may be kept overnight on allotment land.

11 Rent

11.1 The tenant must pay the invoiced rent within 40 days of the due date and may, if qualified, claim any concessions the council offers only at the time of invoicing.

11.2 The rent year runs from 1st October to 30th September. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.

11.3 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 refund will be payable unless the plot is surrendered within the initial 3 month probationary period.

11.4 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.

11.5 Student and unemployed persons concessions will be granted for one year only and will need to provide annual proof of on-going status for further concessions. If proof is not provided before 1st October billing then the concessionary rate will be automatically removed.

11.6 All tenants over the age of 60 will be eligible for a concessionary 25% discount on submission of documented proof of date of birth. Concessionary evidence must be provided before 1st October in order to receive concession for the following year and the concession will be automatically applied annually until the tenancy ends.

11.7 The council may increase the rent where any enhanced facilities are provided on a particular site, after consultation with tenants and agreed by 2/3rds of those tenants responding to any survey or questionnaire.

11.8 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.

11.9 Rent may be increased 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 news letters etc. Failure to give notice to any individual tenant will not invalidate the tenants rent increase.

12 Observance of Rules

12.1 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).

12.2 Rules will be posted online on the council website www.brighton-hove.gov.uk, and may be displayed either on notice boards, gates and/or sent with rent invoices/new allotment tenancy agreements/newsletters. 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.

12.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

12 Site safety, security and duty of care

13.1 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.

13.2 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.

13.3 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.

13.4 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 and Allotment Federation regarding any such disputes.

13.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves.

13.6 Any structure or any other item considered hazardous should be removed after instruction from a council officer. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.

13.7 Storage of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on an allotment then please inform the site representative or a council officer.

13.8 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.

13.9 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

13.10 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.

13.11 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.

13.12 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 their site representative and the police.

14 Unauthorized persons

14.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

14.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

14.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches allotment rules then the tenant will be held equally responsible.

14.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

15 Vehicles, tents and caravans

15.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.

15.2 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

16 Plot numbering, plot splitting and notices

16.1 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 haulage way or main access path.

16.2 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.

16.3 If the council agrees or decides 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 (do not put posts over water supply pipes) or by some other safe and visible method.

16.4 In the case of ten rod or 250 square metre plots being split into two 125 sq metre plots then plots must be divided equally. The direction and line of the plot split must be agreed with the site representative.

16.5 Site Society or Association, Federation and 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.

17 Change of address and notices

17.1 Tenants must immediately inform the council, in writing, of changes of address or status.

17.2 If a tenant moves to an address outside of the boundary of the Brighton & Hove City Council they will have their tenancy terminated. This rule excludes existing tenants prior to January 2010 at St Louis and Eastbrook allotments who live in Adur District Council.

17.3 Notices to be served by the council on the tenant may be:

- a) 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
- b) Served on the tenant personally; or
- c) Placed on the plot.

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

17.5 Written information for the council should be sent to: Brighton & Hove City Council, Cityparks, Stanmer Nursery, Stanmer Park, Lewes Road, Brighton BN1 9SE or by email allotments@brighton-hove.gov.uk

18 Application

18.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

18.2 Where allotment tenancies are rented to a group they are collectively subject to additional rules issued by the authorised officer.

19 Terms and interpretation

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

19.1 **Allotment:** A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.

19.2 **The council:** Brighton & Hove City Council.

19.3 **Tenant:** A person who holds an agreement for the tenancy of an allotment.

19.4 **co-worker:** A person or persons identified in a co-worker agreement who help a tenant cultivate an allotment plot. Refer to appendix for further information.

19.5 **Site:** Any area of allotments that are grouped together at one location

19.6 **Rent:** The annual rent payable for the tenancy of an allotment.

19.7 **Review notice:** Any notice of reviewed rental charges.

19.8 **Site representative:** An allotment tenant who works as a middle person between the council and the tenants and helps oversee the allotment.

19.9 **Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group.

19.10 **Haulage way:** A common route within the site for vehicular and pedestrian access to allotments.

19.11 **Headland:** The area of land between an allotment plot and any haulage way or perimeter fence.

19.12 **Authorised officer:** A member of staff of Brighton & Hove City Council.

19.13 **Other authorised person:** The tenant, co-worker or invited guest.

19.14 **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.

19.15 **Paths:** Dividing paths between allotments.

19.16 **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.

20 The council's responsibilities

20.1 Administration

Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

20.2 Repairs and Maintenance

Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.

20.3 Rubbish clearance

To remove rubbish which has been fly-tipped

20.4 Liability

The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment.

21 The complaints procedure

21.1 The council aims to provide a high quality allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to Cityparks. If you are dissatisfied with the response then follow the procedure below.

21.2 The council's corporate complaints procedure is available from any council office/reception or from the complaints advice line freephone 0500 291229 who can also supply this information in Braille, large print and other formats/languages.

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.

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).