**1. Application**

1.1

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

1.2

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).

1.3

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

1.4

Authorised officers may allow for exceptions to some rules.

1.5

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

1.6

For further information on these rules refer to. Rules will be posted online on the council website ([www.brighton-hove.gov.uk/allotments](http://www.brighton-hove.gov.uk/allotments)) and may be displayed either on notice boards, gates or sent with rent invoices, new tenancy agreements or newsletters.

**2. Tenancy and Probationary Period**

**2.1 The tenancy**

The tenancy of an allotment is personal to the tenant named in the agreement.

**2.2 Subletting**

The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

**2.3 Co-workers**

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.

**2.4 The probationary period**

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 they will have rental returned minus a £20.00 administration fee. The tenant will be expected to put 10% of the plot into cultivation per each month since receiving the plot. The winter months (November, December, January, February) will not count. If the tenant has undertaken no significant work during the probationary period, his tenancy will be terminated.

**3. Cultivation and ‘cultivated areas’**

**3.1 Use your plot**

Allotments must be maintained in cultivation (minimum 75% in cultivation) each 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.

**3.2 What is cultivation**

‘Cultivation’ is growing plants for crop or ornamental purposes through the use of specific gardening methods to achieve this aim (e.g. digging, weeding, pruning, mulching, etc.).

**3.3 Cultivated areas and non cultivated areas**

Cultivated areas include:

- areas used to grow plants (e.g. greenhouses, poly-tunnels, fruit cages);

- areas reasonably used for purposes ancillary to the cultivation (e.g. compost/water storage,

 paths, etc.);

- ‘orchard’ areas with fruit trees, as long as weeds/grass are kept under control under the trees.

(See sections 9 and 10 for allowed sizes of poly-tunnels and glass houses).

Cultivated areas exclude:

- areas of lawn or meadow;

- ponds; and

- sheds and sided structures.

(See sections 6 and 9 for allowed sizes of ponds and structures).

**3.4 Exceptions**

Allotments that have areas that are not suitable for production (impoverished/polluted soil, shades, slopes etc.) may be excused from the 75% rule and extended grassy areas must be agreed.

**3.5 Forbidden uses of the plot - residence**

Tenants must not use their allotment as a place of residence and/or sleep overnight on it.

**3.6 Forbidden uses of the plot - business**

Tenants must use their allotment for personal use and must not carry out any business or sell produce from it for profits. Sales for the benefit of the site association or charities are allowed.

**4. General rules and principles**

**4.1 Weeds**

The tenant has the responsibility to keep under control invasive weeds or weeds that can cause disruption for the adjoining tenants’ gardening.

**4.2 Invasive Plants**

Plants that are known as highly invasive (e.g., invasive or fast growing species of Bamboo or conifers) are not permitted.

**4.3 Trees and bushes**

Woodland trees (such as ash) and all bushes and hedging over the absolute height of 8 feet are not permitted. Tenants must not plant or allow the growth of seedlings of such trees in any part of their allotment or its perimeter paths. Hedge sides shall be trimmed at least once per year so as not to obstruct access. Hedges or trees should not be pruned or cut back during the bird nesting season, (1 March - 1 September).

**4.4 Fruit trees**

All fruit trees which will grow to the absolute height of 10 feet (grown on dwarfing or semi dwarfing rootstocks) are allowed. Fruit trees which grow higher than 10 feet are permitted if they do not, or will not, shade any of the adjacent tenant’s cultivated areas.

**4.5 Pollution and damage**

The bringing on site and/or use of items/substances that can cause irreversible or long term pollution (e.g. as tyres, asbestos, glass bottles, carpets, rubble and hardcore for paths) is not allowed. All potentially toxic materials must be removed from the site. Practices that can cause irreversible damage to the plot (e.g. the deliberate removal of soil, sand, gravel or minerals) are forbidden.

**4.6 Waste**

External materials/items not relating to crop production (e.g. metal shelving, baths, etc.) are not allowed; their bringing to the site shall be treated as illegal disposal of waste. The storage of reasonable amounts of materials for constructions of a shed or structures ancillary to cultivation is allowed only for 12 months.

**4.7 Health and safety**

Tenants have a duty of care to everyone, including visitors, trespassers and themselves. The whole plot must be kept safe. All structures must be maintained in safe order. It is forbidden to keep or store dangerous items (e.g. barbed/razor, fuel) on allotments. Gardening practices must be safe, especially when using mechanical equipment. The tenant is liable for damage or injury caused to persons or properties by their unsafe structures or practices.

**5. Inspections, notices and consequences**

**5.1 The Site Rep**

\*\*\*\*Description of the rep and his/her role.

**5.2 Inspections**

Three inspections, carried out by site representatives or authorised officers, must take place during the growing season (1 March – 1 November). The first inspection will be carried out by the Site Rep in Spring. The second and third inspections will be carried out by the Site Rep and council officers/workers. These inspections must be separated by at least one month from each other.

**5.3 Complaints**

Complaints should be corroborated by inspections or by a consultation with the Site Rep and/or witnesses, before leading to official notifications.

**5.4 Under Cultivation/Weed Notices**

Where a plot with extensive uncultivated or abandoned areas, exceeding in total 35% of the plot, is identified by an inspection, the tenant will be issued an Under-Cultivation Notice. Where a plot with weeds or invasive plants out of control is identified by an inspection, the tenant will be issued a Weed Notice. If no steps are taken after a Notice after a month, the Council may issue a termination.

**5.5 Getting There Notices**

If the Council is satisfied that a tenant has taken steps in response to a Notice, the Officer may issue a ‘Getting There Notice’, thus allowing for some additional time to complete the work.

**5.6 Trees/Bushes Notice**

When a plot with trees, hedges or bushes higher than permitted is identified, the tenant will be issued with a Noticeinstructing to prune/cut down the plants to an acceptable height. If no action has been taken after a year from the Notice, the tenancy will be terminated.

**5.7 Other Notices**

Where a plot is identified as being in breach of any other rules, the tenant will be given an appropriate Notice, containing reasonable instructions and, if applicable, deadlines (which must be viable). Failure to act on Notices may lead to tenancy termination. Extreme cases which are treated severely or breaches of strict prohibitions may lead to immediate termination and/or referral for prosecution.

**6. Extenuating circumstances, disabilities and barriers, appeals and records**

**6.1**

When a tenant has received an Under Cultivation or Weed Notice, they can notify any extenuating circumstances (e.g. illnesses or serious issues affecting themselves or their household). The tenant must provide the Council with information about the nature of the circumstance and relevant dates, in particular when the circumstance arose and when it is likely to stop affecting the tenant.

**6.2**

When an extenuating circumstances is notified by a tenant or someone of their behalf, any action related to the tenant’s plot will be suspended for a year starting with the beginning of the illness or crisis. Any Under Cultivation or Weed Notice which have been given in the ignorance of these circumstances will be deleted from the tenant’s history.

**6.3**

The tenant is expected to return to the plot as soon as the allowed period ends, or on 1 March if the allowed period ends during the winter months (1 November – 1 March). The tenant will be expected to put 10% of the plot into cultivation per each month since returning to the plot. The winter months will not count.

**6.4**

Language barriers or mental disabilities which may affect the understanding of written or verbal instructions must be considered when determining the reasons why a Notice or Notices have not been followed by the required action. Purposeful steps to make sure that instructions are understood and followed may need to be taken before issuing a termination in these cases.

**6.5**

In the case of disputes regarding a termination, the Council may be asked by the tenant to consult the Brighton and Hove Allotment Federation Committee.

**6.6**

Under Cultivation or Weed Notices older than two years, which did not lead to tenancy termination, will be considered historical and deleted. A tenant’s cultivation and weed control should be judged on the basis of their recent actions and the current state of their plot.

**6.7**

Notice of different nature will be deleted after six years.

**7. Actions and responsibilities**

**7.1**

The council reserves the right to enter a plot, with or without the tenant’s permission, to prune or remove plants higher than permitted; or to cut down excessive and seeding weed growth, invasive plants or overgrown grass; or to remove dangerous structures or other forbidden items or materials; or to paint the plot number. The tenant will be informed in writing about this work at least a month in advance. The tenant will be charged for the cost of the work, if the work had been caused by their actions or by their repeated failure to act on Notices. In this case, failure to pay for the cost will result in tenancy termination.

**7.2**

Tenants are not responsible for plants, trees or infrastructure which are outside their own allotment. Tenants must not do any work/pruning/repairs outside their plot unless this work has been permitted by either a Council Officer or the site’s Allotment Association/Society.

**7.3**

New tenants are not responsible for trees, waste or dangerous structures found on their new plot. It is their responsibility to instruct the council to take away waste left on site within the first month of taking a plot (an extension beyond the first month may be allowed in certain circumstances). They may also photograph potential polluting materials or unsafe structures to disprove liability.

**7.4**

Tenants vacating their plot shall remove any items or derelict structures from their plot before the end of the tenancy. A month extension can be agreed with the Allotment Officer, in certain circumstances. The Council may dispose of any items or derelict structures which were not removed by the tenant and the outgoing tenant will be charged of the cost of disposal.

**8. Ponds and sunken baths**

**8.1**

For Health &Safety reasons, ponds should be sited at least 2 metres distance from any haulage way or main paths and sunken baths are not permitted. It is recommended to fence the ponds.

**8.2**

Pond should not exceed 1.5 square metres and will be no deeper than 75cm.

**8.3**

Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material.

**9. Fires**

**9.1**

For Health &Safety reasons, fires must be attended at all times until the fire is extinguished.

**9.2**

The burning of any artificial, artificially treated or polluting materials (e.g. plastics, tyres, carpet, MDF, etc.) is severely and strictly prohibited.

**9.3**

All fires between 1st April and 1st November must be contained within an incinerator barrel. Small open fires will be permitted for barbequing. Open fires between 1st November and 1st April must be kept to a manageable size.

**9.4**

Smoke from a bonfire, which could be a nuisance to neighbours could result in action under the Environment Protection Act of 1990. Persistent offenders may have their tenancy terminated. 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.

**9.5**

The council reserves the right to prohibit bonfires on a specific areas. The prohibition Notice will include a statement of reasons.

**10. Water.**

**10.1**

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

**10.2**

Any form of unattended mains connected irrigation (e.g. sprinklers, open hose flood irrigation or seep hose irrigation) is strictly and severely prohibited. Hose pipes may be used if hand held.

**10.3**

All stand pipes and water butts beneath standpipes will be considered as a common resource. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, will be issued a Notice, which may result in termination.

**11. Structures**

**11.1**

For Health & Safety reasons, all structures must be safe and must be adequately secured to the ground (sheds and glass houses will require a footing on slabs bedded on sand).

**11.2**

Any structure on the allotment must be temporary. 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 or shed.

**11.3**

Tenants may put up one shed and no more than two greenhouses/poly-tunnels on their plot.

**11.4**

No shed will exceed the size of 3 metres long x 2metres wide x 2.13m high, (9 feet x 6 feet x 7 feet).

**11.5**

No glasshouses/poly-tunnels will exceed 2.13 metres (7 feet) in height and should cover more than 20% of the allotment. Permission from the site representative or council officer is required for larger sizes.

**11.6**

All structures must be kept within the boundary of the allotment and must not be constructed over infrastructures for water supply.

**12. Plot numbering, borders, fences, shared access/haulage ways**

**12.1**

Tenants must mark their 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.

**12.2**

Plots will be clearly separated by main ‘border paths’, which should be wide enough for pedestrian access. Fences instead of paths, if established for more than ten years, will be considered historical and allowed to remain.

**12.3**

The tenant has the responsibility for the nearest halves of his border paths.

**12.4**

All border paths must be kept fit and safe for pedestrian access and access by wheelbarrows. This requires removing/preventing potential tripping hazards and maintaining the grass adequately short.

**12.5**

Solid fences along border paths or adjacent to neighbours plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height, so as not to shade the neighbour’s cultivated areas.

**12.6**

Tenants whose plot is adjacent to the perimeter fence have the responsibility to maintain the part of the perimeter path that runs along their plot.

**12.7**

It is an offence to attach or hang any objects to any council fencing that may cause damage.

**12.8**

Haulage ways must not be obstructed by vehicles or other items. 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.

**12.9**

Parking on plots is strictly prohibited. Persistent offenders may have their tenancy terminated.

**13. Dogs, livestock and bees**

**13.1**

Dogs must be kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads will receive a notice.

**13.2**

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

**13.3**

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

**13.4**

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

**13.6**

No animals other than bees may be kept overnight on allotment land.

**14. Authorised persons, authorised information, and security**

**14.1**

Only the tenant, or persons authorised or accompanied by the tenant are allowed on the site.

**14.2**

Private gatherings on plots should not cause nuisance to other tenants.

**14.3**

The Council officer and site reps may order any unauthorised person on the site in breach of these rules to leave immediately.

**14.4**

No notices or advertisements except for those published by the Council, site association or Federation are allowed on the site.

**14.5**

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. Exceptional opening times, during which the gates are kept open, may be authorised by the site reps or the site’s association.

**14.6**

Tenants should report incidents of theft/vandalism, or illegal fly tipping on the site to their site representative and the police.

**15. Appropriate behaviour and children**

**15.1**

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.

**15.2**

The playing of amplified music, or persistent shouting from adults or children are forbidden. Complaints will be investigated. Complaints about adults or children trespassing other tenants’ plots will be investigated.

**15.3**

It is strictly and severely prohibited to use the allotments and site or any structures thereon for any illegal, immoral or anti-social purpose.

**15.4**

No tenant must cause harassment, alarm or distress to others. Any use of violence or threats of violence or damage to an others property will be treated severely.

**15.5**

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. Complaints about any such actions will be investigated.

**15.6**

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.

**16. Overnight stay: vehicles, tents and caravans**

**16.1**

Motor vehicles including caravans and live-in vehicles cannot be parked overnight or deposited on the allotment. The Council officer or site reps may give exceptional permissions.

**16.2**

Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land. The Council officer or site reps may give exceptional permissions.

**17. Plot splitting and rights to upsize/downsize**

**17.1**

No plots should be smaller than 5 rods (125 square meters). No plots smaller than 10 rod (250 square metres) should be split. The direction and line of the plot split must be agreed with the site representative.

**17.2**

The proportion of whole plots (10 rods, 250 square metres) and half plots (5 rods, 125 square meters) existing in each site should be protected to allow a range of choices for new tenants. The number of plot which are split during each year should be approximately balanced by the number of half plots which have been recombined.

**17.3**

Tenants of half plots have the right to take over the remaining half if it becomes available under the following conditions: a) if the tenants do not have a history of correctly issued notices and correctly retained under rule 6.6. in the past 3 years from its availability and b) have applied for this half plot more than a year before. Requests should be made in writing to the allotment officer.
**17.4**

Tenants of full plots can downsize by swapping with another tenants in the same site, or if there is no other solution and if their plot is not smaller than 10 rods, by relinquishing half their plot. Requests should be made in writing to the allotment officer.

**17.5**

In small sites (less than 100 plots), the first person on the list will be offered the plots that have become available. If the applicant wants a half plot, and there are no half plots available, only then a full plot of 10 rod or larger can be halved.

**17.6**

In large sites (more than 100 plots), when a full plot becomes available (including previously split plots), site reps will search through the first 10 from the top of the waiting list for an applicant for a full plot. If only half plots are available, the list will be processed in chronological order.

**17.7**

If an applicant wants a full plot and no full plots are available, they can choose to remain on the top of the waiting list.

**18. Rent**

**18.1**

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

**18.2**

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

**18.7**

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.

**18.9**

Rent may 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 newsletters etc. Failure to give notice to any individual tenant will not invalidate the tenants rent increase.

**19. Change of address and notices; relinquishing the plot**

**19.1**

Tenants will provide the Council with their address and other relevant information on their Tenancy Agreement. Any change of address/information must immediately be notified in writing.

**19.2**

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.

**19.3**

Notices to be served by the council on the tenant may be sent to the tenant’s address by post, registered letter, recorded delivery or hand delivered; or served on the tenant personally.

**19.4**

Notices served under paragraph 19.3 will be treated as properly served even if not received

**19.5**

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.

**19.6**

To relinquish the allotment the tenant will contact the Allotment Officer at Cityparks and state in writing that they wish to give up the plot. The tenant will be issued a form which they will have to complete. The best time to surrender a plot is August or early September. Surrendering a plot prior to invoicing will prevent a bill for the following year.

**20. The council’s responsibilities**

**20.1**

Availability: the Council will make sure that its address is available to tenants and will make sure to respond to contacts within a reasonable time. The contact addresses are: Cityparks, Stanmer Nursery, Stanmer, Lewes Road, Brighton, BN1 9SE, allotments@brighton-hove.gov.uk.

**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; management of trees, bushes and hedges outside individual plots, on vacant plots or when this work has not been caused by a tenant or by their repeated inaction at Notices.

**20.3**

Rubbish clearance: to remove rubbish which has been fly-tipped. To remove rubbish from newly let plots, when this rubbish has been notified within a month from the letting. Extensions to this deadline may be given in certain circumstances.

**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.

**20.5**

Complaints procedure: 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 Cityparks. If you are dissatisfied with the response then follow the procedure below.

**20.6**

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.

**20.7**

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 in accordance with the detailed in these rules; 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).

**21.Terms and interpretation**

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

**21.1**

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

**21.2**

The council: Brighton & Hove City Council.

**21.3**

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

**21.4**

Co-worker: a person or persons identified in a co-worker agreement who help on the plot.

**21.5**

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

**21.6**

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

**21.7**

Site representative: an allotment tenant who works on a voluntary basis as a middle person between the council and the tenants and helps oversee the allotment.

**21.8**

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.

**21.9**

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

**21.10**

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