



# **Leiston-cum-Sizewell Town Council**

## **ALLOTMENT PLOT HOLDER RESPONSIBILITIES AND REGULATIONS**

# Allotment Plot Holder Responsibilities and Regulations

*This Allotment Plot Holder Responsibilities and Regulations document dated September 2019 supersedes all previously issued rules for Leiston-cum-Sizewell Town Council Allotments.*

## **Allotment Plot Holder Tenancy Agreement made by the Leiston-cum-Sizewell Town Council with respect to Allotment plots in the parish of Leiston-cum-Sizewell.**

### **INTERPRETATION OF TERMS**

Throughout these rules the expression “The Council” means the Leiston-cum-Sizewell Town Council and includes any Committee of the Council and/or any Allotment managers appointed by the Council under the Allotment Acts 1908 to 1950.

### **DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT PLOTS**

Any man or woman who at the time of application to the council for an allotment plot is resident in the parish of Leiston-cum-Sizewell, shall be eligible to become a Tenant of an allotment plot, subject to the statutory provision that one person shall not hold allotments acquired under the above mentioned Acts exceeding five acres or two hectares.

### **DIVISION OF LAND INTO ALLOTMENT PLOT**

The Council before giving notice of their intention to let any land for allotment plots shall divide the land and shall cause a plan to be prepared showing each allotment plot and distinguishing it by a separate number.

### **1. ASSIGNMENT OF ALLOTMENT**

- 1.1 The tenancy of an allotment is personal to the Tenant named in the agreement. The rental year runs from the 1st of October to 30th of September each year.
- 1.2 When a plot is surrendered the plot must be left in a good condition.
- 1.3 If the Council have to take back a plot, then no refund for plot is issued.
- 1.4 The Tenant may not assign, sublet or part with possession or control of all or any part of their allotment plot.
- 1.5 Within the first 3 months the Tenant is within a probationary period. If the Tenant chooses to return the Allotment plot to the Council during this period, the Tenant will have rentals returned minus a £5 administration fee. If the Tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first 3 months of receiving the plot, then the tenancy will be terminated, and the plot returned to the Council for re-letting and the deposit is retained by the Council.
- 1.6 The Tenant shall permit the inspection of the allotment plot and any structure placed thereon at all reasonable times by any officer of the Council.
- 1.7 Tenants taking up an allotment plot within the rent year will pay a portion of the rent based on 1/12th of the annual rent for each completed month remaining. A Tenant may voluntary relinquish the allotment before any year-end, but no rebate will be payable.

This agreement is subject to the Council's Allotments Rules (and any changes to them) made under Section 28 of the Small Holdings and Allotments Act 1900 (as amended) the local Government Planning and Land Act 1980 and any other relevant legislation.

## **THE TENANT SHALL DURING THE TENANCY CARRY OUT THE FOLLOWING OBLIGATIONS:**

### **2. CULTIVATION AND WEED CONTROL**

- 2.1 The allotment shall be kept in a clean, decent and good condition. This shall include the provision of a path of one metre to any boundary as marked on the allotment plan. Fences and hedges to the said plot shall be kept trimmed and in decent order. The Tenant shall not remove, obstruct or permit the obstruction of any paths on the allotment plan.
- 2.2 Allotments must be maintained in a good state of cultivation (minimum 75% cultivated) and fertile throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated.
- 2.3 The whole plot, including any uncultivated/leisure areas must be kept tidy safe and free from weeds. It is the Tenant's particular responsibility to keep the plot free of flowering weeds that cause a nuisance to adjoining Tenants. Where on inspection or as a 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 4 weeks after the notice period has expired and if there are no improvements in cultivation a notice of termination will be sent.
- 2.4 Tenants should take caution when using pesticides so as to not contaminate or cause nuisance to neighbouring plots.

### **3. TREES AND INVASIVE PLANTS**

- 3.1 The Tenant shall not without first obtaining written consent of the Council, cut, top or fell any tree growing on the allotment.
- 3.2 No tree other than a traditional fruit bearing trees should be permitted on the allotment without the permission of the Town Council. Traditional fruit bearing trees must not exceed 3 metres in height and 3 meters in spread. Should the Town Council deem it necessary to reduce the trees to within these restrictions the plot holder shall be liable for the costs.
- 3.3 All fruit trees must be selected so as to avoid breaching height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 meters.
- 3.4 The Council reserves the right to enter any plot with or without the consent of the Tenant to remove oversight trees and plants over 2.5 metres (or 8 feet) in height, as well as cut down excessive and seeding 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 the removal costs will result in tenancy termination.
- 3.5 Invasive plants such as bamboo, all types of willow and fast-growing 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 the cost of the Tenant.

### **4. PONDS**

- 4.1 No pond is to be constructed without written approval from the Council and any such pond is to be adequately and securely guarded.
- 4.2 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the allotment space by existing Tenant will be seen as unwanted waste and will result in the Tenant been 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 (unless sold for the benefit of charity or Allotment association for 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 beanpole, 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 material being removed by the Council the Tenant charged with the cost and notice of termination given.

## 6. NUISANCE, WATER, BONFIRES AND OTHER RESTRICTIONS

- 6.1 No nuisance or annoyance shall be caused by the Tenant to any Tenant of any other part of the allotments provided by the Council.
- 6.2 Water supplies subject to season restrictions and hose pipe ban.
  - 6.2.1 **When a temporary hose pipe ban is NOT in force in Leiston.**

The use of hose pipes and sprinklers other than those that are handheld or those that are being used to fill water butts is banned.
  - 6.2.2 **When a temporary hoses pipe ban IS in force in Leiston**

The use of hose pipes is banned entirely with the exception of those used to fill water butts (exemptions maybe sought in cases of disability and/or infirmity by seeking permission in writing from the Town Clerk).
- 6.3 ***No bonfires are permitted to be lit on SUNDAYS or MONDAYS.***
- 6.4 Bonfires are permitted for the burning of untreated or unpainted wood 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.
- 6.5 Smoke from a bonfire could be a nuisance to neighbours by interfering with the use and enjoyment of their own plot or property or could affect the comfort of quality life for the public and could result in action under the Environmental Protection Act of 1990.
- 6.6 Fires must be attended at all times until all materials have 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 excess smoke will result in an instant notice and may lead to tenancy termination.
- 6.7 All potential toxic material should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove such materials will lead to termination and recovery of removal costs.
- 6.8 The Council reserves the right to prohibit bonfires on specific plot and/or group of plots.
- 6.9 No carpets or similar material should be placed on plots other than commercial produce product specifically for the purpose of suppressing weeds and in any case without the permission of the Town Council.
- 6.10 The use of air rifles is strictly prohibited on all allotment plots and Council owned land.

## **7. WASTE MATERIALS AND POLLUTION**

- 7.1 The Tenant should not dispose or allow others to dispose, on the said allotment, any earth, refuse or other materials except only manure in quantities such as may reasonably be required for immediate use and cultivation. Garden waste may only be left on site if it originates from that plot or is appropriate for and being used for compost and is in reasonable quantities. Abuse will result in immediate tenancy termination and prosecution.
- 7.2 Should the Council consider it necessary to remove any materials building or vehicle from the said allotment or to carry out any work in order to return the ground to a reasonable state of cultivation, the Council may carry out this work and recover any costs incurred from the Tenant .
- 7.3 The bringing on site and use of polluting material - 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 prohibit. The bringing on site of tyres, plastics and 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.
- 7.5 All non-diseased vegetation matter shall be composted and used on the Tenant's allotment. The disease plants and perennial weeds can be burned in an incinerator.
- 7.6 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.
- 7.7 In the event that a Tenant is put on notice for excess materials - such as timber, metal, carpet, or tyres been 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.
- 7.8 If Tenants witnesses someone illegally fly tipping rubbish onto allotment land, they should immediately contact the police and notify the Council.

## **8. STRUCTURES AND FENCING**

- 8.1 Tenants may not bring or use barbed/razor wire are on the allotment.
- 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 Any structures erected on the allotment shall not be made from hazardous materials and the colour shall be in keeping with the natural environment.
- 8.4 All sheds should be of standard size.
- 8.5 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs needed on sand.
- 8.6 All structures must be kept within the boundary of the allotment.
- 8.7 Solid fence adjacent to neighbours' plots should not exceed one metre in height and wire and trellis fence is should not exceed 1.5 metres in height.

## **9. PATHS AND HAULAGE WAYS**

- 9.1 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.

- 9.2 All paths should be wide enough for pedestrians to easily cross to neighbouring Tenants plot.
- 9.3 Where car parking and vehicle access is permitted on an allotment site, the Tenant must ensure that all haulage ways have free access for other cars.
- 9.4 Haulage ways must not be obstructed or parked on by vehicles. Haulage ways may be parked up on 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 No livestock or poultry of any kind shall be kept upon the allotment, unless for the Tenants own domestic consumption and not without the express permission of the Council. No cockerels will be permitted on any Allotment site.
- 10.2 No dog shall be brought into or kept in the area of the allotments by the Tenant or one acting with his/her authority or approval unless properly leashed and any litter arising from this should be cleaned up and removed from the site.
- 10.3 Tenants with persistently barking dogs or dogs that harass Tenants will be put on notice and shall have dogs barred from allotment sites.
- 10.4 Bees may only be kept when permission is asked from the Town Council. A separate Guidance and Regulation on Bee Keeping Document and a Beehive Agreement can be obtained through the Council for those wishing to keep bees.
- 10.5 The placement of bees on site without written permission from the Town Council is forbidden.
- 10.6 The placement of bees on site without a Beehive Agreement will be subject to immediate removal at cost to the Tenant and a Beehive Agreement will not be agreed retrospectively.
- 10.7 The placing of beehives on an allotment is subject to acceptance by the Tenant of direct responsibility for insurance and compliance with the Beehive Agreement, including notifying the Department of Agriculture of their location. Beehives are subject to requests in writing.
- 10.8 No animals or livestock (other than bees and hens) may be kept overnight on allotment land or close to residential properties.
  - 10.8.1 The platform of a hen coop should be raised high enough (600mm) to allow cats and/or small dogs to pass underneath.
  - 10.8.2 The fencing should be buried well into the ground (300mm) around the coop and run.
  - 10.8.3 No more than 20 hens should be kept on one plot.
- 10.9 Feeding of foxes or feral animals is not permitted at any time.
- 10.10 Feeding of birds is only permitted during the winter months and all food should be placed on a raised platform to avoid attracting vermin.
- 10.11 The trapping, killing and/or removal of foxes from any allotment sites is not permitted.
- 10.12 The use or storage of traps by plot holders for the capturing of any mammal, reptile or amphibian is prohibited. Any traps must be removed from plots with immediate effect.
- 10.13 Any bird or animal carcasses/remains must be incinerated immediately and not left on the allotment site.
- 10.14 Any plot holder found to be carrying out any of the above detailed in 10.11 to 10.13 will have their plot tenancy terminated with immediate effect.

## **11. RENT**

- 11.1 Rental increases are generally proposed by the Allotments Working Group and agreed by the Leiston-cum-Sizewell Town Council, giving a full one year's notice of any pending increases.
- 11.2 Rent may be increased at any time provided the Council takes reasonable steps to give at least six months' notice by the way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's 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 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment plot.

## **13. 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 and in particular during the use of strimmer's, rotovators and other equipment, obstructions on paths and the application of chemicals, pesticides or fungicides or by the construction of any features on the allotment.
- 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 Petrol, oil fuel or other inflammable liquids must be stored safely in appropriate containers and in appropriate amounts. Storage of large quantities of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution.
- 13.8 Particular care should be taken when using 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 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the 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, as well as the Council.

#### **14. UNAUTHORISED PERSONS**

- 14.1 Only the Tenant, or person authorised or accompanied by the Tenant is allowed on the allotment plots.
- 14.2 The authorised officer or other authorised persons may order any unauthorised person on 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 site 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 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 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 authorised officer. Tenants are not to interfere or otherwise deface any notice erected by the Town Council nor erect any form of notice without the express permission of the Town 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 Notices to be served by the Council on the Tenant may be:
- 17.2.1 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, via email or through a phone call;
  - 17.2.2 Served on the Tenant personally;
  - 17.2.3 Placed on the plot.
- 17.3 Notices served under paragraph 17.2 will be treated as properly served even if not received.
- 17.4 Written information for the Council should be sent to: Leiston-cum-Sizewell Town Council, Council Office, Main Street, Leiston, IP16 4ER or via email: [assets@leistoncouncil.gov.uk](mailto:assets@leistoncouncil.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 i.e. a school/community group they are asked to select a designated named Tenant but are collectively subject to all the rules of the site.

## 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:** Leiston-cum-Sizewell Town Council.

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

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

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

19.6 **Review Notice:** Any notice of reviewed rental charges.

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

19.8 **Haulage Way:** A common route within the site of vehicular and pedestrian access to allotments.

19.9 **Authorised Officer:** A member of staff appointed by the Leiston-cum-Sizewell Town Council.

19.10 **Other Authorised Person:** The Tenant or invited guest.

19.11 **Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil; ornamental plants, herb, flower, fruit and vegetable crops; the control and prevention of flowering weeds.

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

## 20. THE COUNCIL'S RESPONSIBILITIES

The Council shall pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the Allotment.

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, gate 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 and need not replace any shed and or greenhouse which is destroyed or damaged.

## 21. THE COMPLAINTS PROCEDURE

21.1 The Council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone, write or email the Leiston-cum-Sizewell Town Council.

**Contact Number:** 01728 830388. **Address:** Council Offices, Main Street, Leiston, IP16 4ER.

**Email:** [assets@leistontowncouncil.gov.uk](mailto:assets@leistontowncouncil.gov.uk)

## 22. TENANCY TERMINATION

On the termination of this tenancy, the Tenant shall be entitled to receive such compensation as is provided by the Allotment Act 1908 to 1980, but if the Tenant shall have paid or promised any compensation by any incoming Tenant of the allotment shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promise.

It is the policy of Leiston-cum-Sizewell Town Council to encourage all plot holders to join the Leiston Allotment Holders and Gardeners Association (LAHGA). Application forms can be found at the Council Offices or at the Allotment shop on Valley Road Allotments, any Saturday between 10am to 12noon, for further information please contact Ray Balls on 01728 832654.