



Shaftesbury Town Council

Allotment Holder

Best Practice Rules



# Shaftesbury Town Council Allotment Holder Best Practice Rules

The purpose for these rules is to ensure the positive use of Shaftesbury Town Allotments by encouraging effective, enjoyable and community minded food growing/poultry management.

These rules and conditions are made under section 28 of the Small Holdings and Allotment Act 1908 to 1950 and apply to all allotment tenants and members of groups who have been granted group tenancies.

These are best practice rules for Allotment Holders to adopt for the management of their site. They are there for guidance and it is acknowledged that each site requires individual site specific rules in addition. Appendices B and C of the SLA are also attached to these Rules for reference by the tenant.

If you do not wish to adopt these rules, amended or otherwise, please return to the Council a copy of the rules you wish to use. Such rules must meet the same high standards of management, fairness and clarity as these best practice rules and must reflect the Lease Agreement Package. Such rules will also be subject to approval.

## **Shaftesbury Town Council Allotment Holders Rules**

### Guidelines

The purpose for these rules is to ensure the positive use of Town Council Allotment Sites by encouraging effective, enjoyable and community minded food growing.

These rules and conditions are made under section 28 of the Small Holdings and Allotment Act 1908 to 1950 and apply to all allotment tenants and members of groups who have been granted group tenancies.

The Town Councils first priority is to achieve compliance with these rules rather than move to evict a tenant.

Tenants should work with the Town Council to address any concerns as soon as they arise. Tenants must be willing to enter into discussions to rectify any issues raised by the Town Council related to disputes and breaches to avoid, where possible, the use of formal notice periods.

Tenants will be given reasonable notice of any proposed amendments to these rules and will be able to discuss and vote for the same in a fair and open forum – as per the Constitution of this Council. Such agreed amendments will not be applied retrospectively.

<b>Contents</b>	<b>Page Number</b>
1. Application.....	5
2. Terms & Interpretation.....	5
3. Assignment, Group Tenancies & Sub-letting.....	6
4. Plot Inspections.....	6
5. Cultivation & Weed Control.....	7
6. Trees & Invasive Plants .....	7
7. Hedges & Ponds .....	8
8. Plot Use & Storage .....	8
9. Water, Bonfires & Other Restrictions.....	9
10. Waste Materials & Pollutants .....	10
11. Structures & Fences .....	10
12. Paths & Haulage Ways.....	11
13. Dogs .....	12
14. Livestock .....	<a href="#">11</a>
15. Rent .....	12
16. Observance of Rules.....	13
17. Disputes and Harassment.....	13
18. Site Safety, Security & Duty of Care .....	14
19. Unauthorized Persons & Visitors .....	15
20. Vehicles, Tents & Caravans .....	15
21. Plot Numbering & Notices of Information .....	15
22. Change of Address & Notices .....	15
23. Tenancy Termination .....	16

## 1. Application

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

## 2. Terms & Interpretation

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

- 2.1. **Plot:** A plot of land that is let by an individual or an Association for the cultivation of herb, flower, fruit and vegetable crops or the keeping of approved Hens/rabbits.
- 2.2. **The Association:** The elected committee who self manage a Council owned allotment site.
- 2.3. **The Council:** Shaftesbury Town Council
- 2.4. **Tenant:** A person who holds an agreement for the tenancy of an allotment including any and all members under group tenancy.
- 2.5. **Site:** The premises defined in section one of the lease agreement between the Council and Association
- 2.6. **Rent:** The annual rent payable for the tenancy of an allotment.
- 2.7. **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.
- 2.8. **Haulage way:** A common route within the site for vehicular and pedestrian access to allotments.
- 2.9. **Headland:** The area of land between an allotment plot and any haulage way or perimeter fence.
- 2.10. **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.
- 2.11. **Paths:** Dividing paths between allotments.

### **3. Assignment, Group Tenancies & Sub-letting**

- 3.1. The tenancy of an allotment is personal to the tenant named in the agreement. In the case of group tenancies the tenancy belongs to the group itself, covering any and all members of the group, not only the individual named signatory of the tenancy.
- 3.2. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the council to be informed of the other persons name.)

### **4. Plot Inspections**

- 4.1. Tenants will be subject to plot inspections, which will take place 3 times in the growing season:
  - i. Late Spring – to evidence beginning of cultivation or appropriate keeping of Hens/rabbits
  - ii. Summer – to see the plot in full cultivation and maintenance as outlined in these Rules or appropriate keeping of Hens/rabbits
  - iii. Autumn – the final inspection of the year to ensure plot will meet standards for the winter period or appropriate keeping of Hens/rabbits
- 4.2. The inspection schedule will be publicised to tenants. Plots can be inspected with or without the tenant being present.
- 4.3. An officer of the Council if so directed may enter allotment plots for inspection of cultivation and general condition of plot, sheds, greenhouses, polytunnels, ponds and any Hens/rabbits and full access must be given by the Tenant to the Officer at a mutually agreed, mutually convenient time.
- 4.4. Conditions of the plot throughout the 3 inspections shall be noted in the form of a check-list against these Rules (photographs may be taken), referring only to rules relevant to plot use type, which will take into account tenants who keep Hens/rabbits.
- 4.5. Inspection check-lists will be kept on record for an agreed period and any breaches will be discussed with the tenant following the inspection and any necessary action taken.
- 4.6. If the Council believes that the tenant may be in breach of these Rules outside of the agreed inspection schedule, they may inspect the relevant plot at any time of the year, upon giving reasonable notice to the tenant. Plots can be inspected with or without the tenant being present.

## **5. Cultivation & Weed Control**

- 5.1. The tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose.
- 5.2. 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.
- 5.3. 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.
- 5.4. The whole plot, including uncultivated areas, must be kept safe and tidy at all times, free of hazards, e.g. broken glass or scrap metal etc Tenants whose plots are found on inspection by the Council not in a satisfactory condition for the time of year will be contacted.
- 5.5. The maximum amount of the Allotment Plot allowed to be hard landscaped e.g. patio, internal paths, sheds, ponds etc is 25%.
- 5.6. The Tenant shall have at least 25% of the Allotment Plot under cultivation of crops after 3 months and at least 75% of the Allotment Plot under cultivation of crops after 12 months and thereafter

## **6. Trees & Invasive Plants**

- 6.1. All trees, bushes and hedging on rented or vacant plots over the absolute height of 2 metres or 6 feet in height are in breach of allotment rules
- 6.2. Tenants must not, without consent of the Council cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of 2 metres 6 feet and/or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing.
- 6.3. Fruit trees are permitted but will normally be included within the 25% of non-cultivated area. 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.

- 6.4. 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. If no successful conclusion has been reached the Council reserves the right to prune back trees and charge the cost to the tenant.
- 6.5. All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2 metres in height.
- 6.6. Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. The Council reserves the right to remove any said trees or plants and charge the cost to the tenant.

## **7. Hedges & Ponds**

- 7.1. Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a height no greater than 2 metres or 6ft. Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access.
- 7.2. Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.
- 7.3. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoin any path on the Allotment Site/
- 7.4. No fast growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.
- 7.5. The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm deep. The pond area will be included as part of the non-cultivated area.
- 7.6. 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 provide secure fencing.
- 7.7. The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Historical baths brought on site before the 2011 rule review that are both functional and above ground will be exempt.

## **8. Plot Use & Storage**



- 8.1. 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 Association). Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 8.2. The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops or Hens/rabbits management, where permitted
- 8.3. Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 8.4. Construction materials, paving and timber for infrastructure work must be used within 12 months.

## **9. Water, Bonfires & Other Restrictions**

- 9.1. Sprinklers are prohibited. Hose pipes may 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.
- 9.2. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 9.3. Mains water will be available from March 1st to October 31st. Water supply is subject to season restrictions and hosepipe bans.
- 9.4. Any form of unattended mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden.
- 9.5. All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, if there is sufficient evidence will be put on notice.
- 9.6. Bonfires are permitted for the burning of materials from the Allotment Plot only i.e. diseased plants and dried-out organic material that will burn without too much smoke or hazardous residue. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited.
- 9.7. 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.

- 9.8. 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.
- 9.9. All potentially toxic materials should be removed from the allotment site and disposed of appropriately.
- 9.10. The Council, with good reason and publicised to all plot holders, reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 9.11. Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Council.

## **10. Waste Materials & Pollutants**

- 10.1. Waste regulations apply to materials brought on site by existing tenants.
- 10.2. Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site.
- 10.3. The bringing on site of waste materials, such as tyres and carpet is NOT permitted for gardening purposes.
- 10.4. The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. 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.
- 10.5. The use of glass bottles for any form of construction or raised bed is forbidden.
- 10.6. All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned as laid out in Section 9.
- 10.7. 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 in line with notice procedures.
- 10.8. If tenants witness someone illegally fly tipping rubbish onto allotment land they should contact the Town Council on 01747 852420.

## **11. Structures & Fences**

- 11.1. 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.

- 11.2. 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 will be contacted and if no successful conclusion has been reached the Council reserves the right to remove the structure and charge the cost to the tenant.
- 11.3. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Plot. A deposit of £75 will be required for any structure that is using glass, to be held as a clearance deposit if glass remains on a plot following the end of the Tenancy.
- 11.4. 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.
- 11.5. The maximum size of a shed is 2.4 metres long x 1.22 metres wide x 2.13m high, (8 feet x 4 feet x 7 feet).
- 11.6. Oil ,fuel, lubricants or other inflammable liquids shall not be stored in any shed
- 11.7. The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment Plot.
- 11.8. 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.
- 11.9. All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 11.10. 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.

## **12. Paths & Haulage Ways**

- 12.1. Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).
- 12.2. 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.
- 12.3. Paths that exceed the dimensions stated above shall be included within the non cultivated area.

- 12.4. 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.
- 12.5. All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 12.6. 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 the allotment site, at the discretion of the Council.

### **13. Dogs**

- 13.1. 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.
- 13.2. Tenants with dogs must ensure their dogs do not persistently bark or harass allotment tenants.
- 13.3. The burial of any pets or animals on any allotment land is strictly forbidden.

### **14. Livestock**

- 14.1. The Tenant shall not keep animals or livestock including Bees on the Allotment excepting hens (no Cockerels)/or rabbits which shall not be kept by way of trade or business.
- 14.2. Hens/rabbits must be kept so that they are prejudicial to health or a nuisance.
- 14.3. The Association is within their rights to invite Officers from the Council – including Environmental Health – and RSPCA, or equivalent, to inspect Hens/rabbits kept on site on a regular basis. Inspection by these parties can take place with or without permission of the tenant should concern arise. Any decision made by the Council or RSPCA, or equivalent, on matters associated with keeping Hens/rabbits will be final

### **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 1<sup>st</sup> January – 31<sup>st</sup> December. 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.
- 15.3. A tenant may voluntarily relinquish their allotment at any time giving 14 days notice,

or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.

- 15.4. 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 or clearance shall be charged to the outgoing tenant. The plot will be left clean and tidy.
- 15.5. Rent may be increased annually to coincide with the beginning of each new allotment year, provided that the Council takes reasonable steps to give at least 90 days notice. This notice may be in writing to individual tenants and/or displayed prominently at notice boards. Failure to give written notice to any individual tenant or failure on the tenant's part to read any information left on notice boards will not invalidate that, or any other, tenant's rent increase.

## **16. Observance of Rules**

- 16.1. A breach of any of these Rules may lead to the Notice to Quit procedures agreed by the Council.
- 16.2. Tenants must comply with any reasonable or legitimate directions given by the Council In relation to the allotment site.

## **17. Disputes and Harassment**

- 17.1. Disputes with the Council or another tenant should follow the Council
- 17.2. 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 Association reserves the right to end the tenancy of both parties.
- 17.3. The Council and Tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 17.4. 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.
- 17.5. No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy as per paragraph 23.4 and possible prosecution.
- 17.6. Complaints about harassment are, in the first instance, to be referred to the Council

which will investigate the matter. If the complaint is satisfied at that point then the matter will end there. The complainant will be able to respond within one month of the decision with reasons. If the complainant is not satisfied then both parties within one month of the decision may lodge all papers and evidence relating to the matter with the Council for a decision.

## **18 Site Safety, Security & Duty of Care**

- 18.1 Tenant's plots, the allotment 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.
- 18.2 Tenants, even when not on site, have a duty of care to other on the allotment site or adjacent to it. This includes visitors, trespassers, other tenants, themselves and wildlife. This is particularly relevant in relation to:
- i. The timing and usage of mechanical equipment such as trimmers and rotovators, and the means to power them use as petrol, oil and gas. Tenants should only bring sufficient fuel onto the plot for their requirements and take away any fuel left over
  - ii. The prevention of obstruction of paths and haulage ways
  - iii. The sturdy construction of any structures or features on the plot
  - iv. The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommend application and storage methods, rates and precautions much be adhered to and containers disposed of safely
  - v. The safe storage and usage of tools
  - vi. Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
  - vii. Security and maintenance of structures on your plot
- 18.3 It is the tenant's duty to inform the Council of any accelerants stored on their plot – in case of fire, this information will be supplied to the Fire Brigade before they tackle the fire in question
- 18.4 Unsafe working will be seen as a breach of these rules, and may result in immediate termination of tenancy. The tenant shall be liable for any damage or injury caused by unsafe working practices.
- 18.5 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.
- 18.6 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 Association and the police.

## **19 Unauthorized Persons & Visitors**

- 19.1 Only the tenant, or a person authorised or accompanied by the tenant, is allowed on the site., other than the public footpaths.
- 19.2 The tenant is responsible for the behaviour of pets, children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 19.3 A tenant's plot(s) are not suitable for large private gatherings of 12 people or more. The playing of amplified music by tenants is forbidden.

## **20 Vehicles, Tents & Caravans**

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

## **21 Plot Numbering & Notices of Information**

- 21.1 Council information may be displayed on notice boards where provided. If tenants wish to display a notice relating to the allotment site, they must seek authorisation by the Council. Commercial notices are not permitted.
- 21.2 Responsibility for referring to the notice boards regularly lies with the tenant

## **22 Change of Address & Notices**

- 22.1 Tenants must immediately inform the Council, in writing, of changes of address or status.
- 22.2 Notices to be served by the Council on the tenant may be:
  - i. Sent to the tenant's address in the Tenancy Agreement (or as notified to the Association under these rules) by post, registered letter, recorded delivery or hand delivery; or
  - ii. Served on the tenant personally; or
  - iii. Placed on the plot

- 22.3 Notices served under paragraph 22.2 will be treated as properly served even if not received.
- 22.4 Written information for the Council should be sent to The Town Hall, High Street, Shaftesbury, Dorset SP7 8JE.

## **23 Tenancy Termination**

- 23.1 The Tenant may terminate the tenancy at any time by giving 14 days notice in writing to the Council, so that the allotment may be let to a new tenant without delay.
- 23.2 The Council may terminate plot tenancies in line with agreed notice periods in any of the following ways:
- i. If the tenant is in breach of any of these rules of their tenancy agreement.
  - ii. If the Lease is terminated by the Council
- 23.3 The Council may terminate plot tenancies by giving one month's notice to quit if rent is in arrears for 40 days or more (whether formally demanded or not).
- 23.4 The Council may terminate plot tenancies with immediate effect:
- i. On the death of the named tenant (it is at the Council's discretion if they wish to offer the plot in question to the deceased tenant's family member in the first instance before reverting to the waiting list)
  - ii. The Council believes the tenant to have committed an illegal, violent or dangerous act, which brings the site or Council into disrepute
- 23.5 In exceptional circumstances, under the Lease Agreement Package Shaftesbury Town Council may terminate a plot tenancy, in line with the above agreed notice periods.