

BRIGHTON & HOVE CITY COUNCIL ALLOTMENT RULES

CONTENTS

Section	Title	Page
1	Application	2
2	Terms & Interpretation	2
3	Assignment / Subletting / Co-working	3
4	Cultivation & Use	3
5	Rent	5
6	Water, Bonfires & Other Restrictions	6
7	Dogs, Animals & Bees	8
8	Unauthorised Persons	8
9	Paths & Headlands	8
10	Structures (including fences)	8
11	Plot Numbers, Notices & Adverts	9
12	Change of Address & Notices	10
13	Inspection	10
14	Termination (ending tenancies)	10
15	Council's Responsibilities	11
16	Complaints Procedure	12
17	Council's Contact Details	12

I. APPLICATION

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

I.2 Where allotment tenancies are rented to a group they are collectively subject to additional rules issued by the authorised officer.

I 2. TERMS AND INTERPRETATION

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

Allotment	A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
The council	Brighton & Hove City Council.
Site	Any area of allotments that are grouped together at one location.
Rent	The annual rent payable for the tenancy of an allotment.
Review notice	Any notice of reviewed rental charges.
Tenant	A person who holds an agreement for the tenancy of an allotment.
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.
Haulage way	A common route within the site for vehicular and pedestrian access to allotments.
Headland	The area of land between an allotment plot and any haulage way or perimeter fence.
Authorised officer	The Allotments Officer or other member of staff of Brighton & Hove City Council.

Other authorised person	The tenant, co-worker or invited guest.
Cultivation	Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds; and the planting and maintenance of lawns, ornamental plants, and herb, flower, fruit and vegetable crops.
Paths	Dividing paths between allotments.
Leisure area	Small area of grass or patio for pastimes, eating and/or relaxing.

3. ASSIGNMENT, SUBLETTING AND CO-WORKING

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

- I **3.2 The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.**

- I **3.3 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.**

4. CULTIVATION AND USE

4.1 Personal Use

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.

4.2 Permitted Use

The allotment is rented to the tenant for the purpose of recreational gardening and/or the cultivation of herb, flower, fruit and vegetable crops.

Part of the area may be used for associated purposes e.g. sheds, compost heaps and a patio. The maximum area for hard landscaping (e.g. a patio, internal paths) is 20% of the plot area.

I 4.3 Storage of Materials within the Plot

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

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

Quantities in excess of the above will be regarded as unacceptable and the tenant requested to remove them. Failure to do so may result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

4.4 Cultivation

Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds.

4.5 Hedges (on the tenants side)

Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a maximum height of 2.0m (6'6") and the sides shall be trimmed at least once per year. Where hedges abut a perimeter boundary, road or vehicular haulage way, the council is responsible for maintaining the outside and top.

4.6 Trees

Tenants must not, without consent of an authorised officer, cut or prune trees outside of their own allotment; plant any trees which will exceed a height of 2.0 metres; and/or allow self-seeded trees to grow on their allotment (especially any that are growing through a perimeter fence).

I 4.7 Weed Control

It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on annual 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 in 4-8 weeks and if there are no improvements in cultivation a notice of termination will be sent. See 15.4.

4.8 Observance of Rules

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). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules may lead to termination of tenancies.

4.9 Authorised Council Officer Instructions

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

allotment or site.

4.10 Ponds

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 2.0m. distance from any haulage way or path. The maximum surface area for a pond is 4 sq.m. and the maximum depth is 1.0m. Tenants are advised to provide secure fencing.

5. RENT

5.1 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.

5.2 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.

I 5.3 A tenant may voluntarily relinquish their allotment garden at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.

5.4 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 may be charged to the outgoing tenant.

5.5 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 the use of newsletters, etc. Failure to give notice to any individual tenant will not invalidate that tenant's rent increase.

- I 5.6 The council may increase the rent without six months notice 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.

6. WATER, BONFIRES AND OTHER RESTRICTIONS

6.1 Water

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. Water supplies will be turned off in the winter months (November to February).

6.2 Bonfires

Bonfires are a last resort for disposing of waste generated on a plot (where there is no green waste collection on site). Bonfires are permitted for the burning of dry, diseased plants, perennial weeds, stalks and prunings. Use of an incinerator or 'burning barrel' will be required for all bonfires between April and October. When leaving your plot ensure the fire is completely extinguished. Bonfires must never be left unattended.

Bonfires are not permitted at any time for the burning of manufactured materials such as plastics and rubber (which give off toxic fumes that aggravate asthmatic and pulmonary medical conditions), these should be disposed of at the designated rubbish depositing area, or civic amenity site.

Tenants should take into consideration local householders and whether people have windows open or washing on the line which is likely to be affected by smoke.

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.

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

6.3 Rubbish and Recycling

Rubbish from external sources may not be deposited on the allotment garden or any other part of the site including any designated rubbish depositing area. Abuse may result in prosecution.

Some sites have waste/recycling bays, separation of materials is important. Green waste bays are for perennial weeds, diseased plants, prunings and stalks.

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.

6.4 Removal of Soil and Similar Materials

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

6.5 Nuisance

Tenants must not discriminate, 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.

6.6 Duty of Care (including chemicals, fuel and hazardous materials)

Tenants, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves.

Particular care should be taken when using strimmers, rotovators and other mechanical/powering equipment.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials. Asbestos is prohibited; if you discover it, please inform an authorised officer of its location.

Obstruction of paths and haulage ways is not permitted.

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

6.7 Illegal or Immoral Activity

The allotments and site or any structures thereon may not be used for any illegal or anti-social purpose.

6.8 Site Security

All tenants and authorised persons must lock gates where provided 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.

0 Carpets

No carpets will be permitted on a plot for the purposes of suppressing weeds.

7. DOGS, ANIMALS AND BEES

7.1 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.

7.2 Animals or livestock must not be kept on allotments.

7.3 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 authorised officer.

8. UNAUTHORISED PERSONS

I 8.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

I 8.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

9. PATHS AND HEADLANDS

9.1 Paths within allotments must be kept free from flowering weeds and rank growth must not exceed 150mm (over 6" high).

I 9.2 Shared paths between two allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.

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

9.4 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.

10. STRUCTURES (sheds, greenhouses, poly tunnels and fences)

10.1 Tenants may put up one shed and one greenhouse on their plot. Maximum size of shed or greenhouse is, length 3.65m

(metres) x width 2.43m x height 2.13m (12'x8'x7'). The foundations should be no deeper than 0.91m (3'). Permission from the authorised officer is required for poly tunnels and size agreed.

10.2 Any structure on the allotment must be temporary and maintained in safe order with a neat 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.

I 10.3 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.

I 10.4 All structures must be adequately secured to the ground to prevent uplift.

10.5 Fences adjacent to perimeter boundaries and haulage ways should not exceed a height of 2.0m. Solid fences adjacent to neighbouring plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5m in height.

10.6 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). Contact an authorised officer if unsure of location.

I 10.7 Motor vehicles may not be parked overnight or deposited on the allotment. See 5.4.

11. PLOT NUMBERS, NOTICES AND ADVERTS

1 11.1 Site Society or Association & Federation 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.

11.2 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.

If a whole allotment is divided into two half plots 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.

The council reserves the right to mark numbers on plots in any of the above ways if the tenant does not.

12. CHANGE OF ADDRESS AND NOTICES

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

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

- 1 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**
- 2 b) Served on the tenant personally; or**
- c) Placed on the plot.**

12.3 Notices served under paragraph 12.2 will be treated as properly served even if not received.

1 12.4 Written information for the council should be sent to: The Allotment Officer, Environment, Brighton & Hove City Council, Bartholomew House, Bartholomew Square,

Brighton, BNI IJP or e-mail allotments@brighton-hove.gov.uk.

13. INSPECTION

13.1 Any allotment and any structure on it may be inspected by an authorised officer of the council or the police at any time and tenants must give whatever access if required with or without notice.

14. TERMINATION

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

1 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 months written notice to quit if:

1. The rent is in arrears for 40 days or more (whether formally demanded or not); or

1 2. The tenant is in breach of any of these rules or of their tenancy agreement; or

2 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).

14.2 For tenant terminating. (See 5.3 and 5.4)

15. COUNCIL'S RESPONSIBILITIES

15.1 Administration

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

15.2 Repairs and Maintenance

Repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways, vacant plot management, hedges (see 4.5) and tree management. (See 4.5. and 4.6).

15.3 Rubbish

To remove rubbish which has been fly-tipped or rubbish placed in any designated rubbish disposal areas. (Tenants should report anyone who brings rubbish onto the site from outside, to the authorised officer).

N.B. All of the above is subject to budget.

15.4 Plot Clearance

The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The council will only carry out this action once the tenant has been informed and a notice of termination has been sent to them. The tenant will be charged the full cost on each occasion that this occurs.

15.5 Liability

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. Report incidents of theft and

vandalism to an authorised officer and police.

I 16. COMPLAINTS PROCEDURE

The council aims to provide a high quality of allotment service and obtain best value from its contractors. If, however, you are unhappy with the service, in the first instance telephone or write to the Allotment Officer. If you are dissatisfied with the response then follow the procedure below.

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

I 17. COUNCIL'S CONTACT DETAILS

Any issues or problems relating to allotments/leisure gardens may be clarified by writing to the address below, or telephoning the help line on:

Tel: 01273 292225 (24 hour answering).
e-mail: allotments@brighton-hove.gov.uk
web page: www.brighton-hove.gov.uk

**The Allotments Officer
Brighton & Hove City Council
Bartholomew House
Bartholomew Square
BRIGHTON
BN1 1JP**

Updated May 2005

Name: _____
Address: _____

Postcode: _____
Telephone: _____

**Allotment Officer
Brighton & Hove City Council
Bartholomew House
Bartholomew Square
Brighton
BN1 1JP**

Dear Sir / Madam,

**I no longer wish to use Plot Number _____ on the
_____ Site as from ___ / ___ / ___ (date) and I will
remove all of my belongings from my allotment. Any belongings
that I do not remove will be removed by the council and disposed
of after the above date or the tenancy has expired (whichever is
sooner). The full cost of disposal will be reimbursed to the council
by myself.**

Additional Information (if any) _____

Yours sincerely,

Signature _____ **Print Name** _____

OFFICE USE ONLY:

RECORD PROCESSED __/__/__

**WHEN YOU NO LONGER REQUIRE YOUR ALLOTMENT,
PLEASE FILL IN AND TEAR OUT THIS FORM THEN RETURN
IT TO THE ADDRESS BELOW**