

CUCKFIELD PARISH COUNCIL



ALLOTMENT RULES AND GUIDELINES

1st February 2018

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1 Introduction

- 1.1 Allotment rules and regulations can be complicated. The following rules, information and guidelines are intended to assist tenants to know what can and can't be done on the allotments. Although reasonably comprehensive they do not purport to cover everything and every eventuality, but provide an idea of what responsibility tenants have. They also provide information to help ensure that they do not cause a nuisance to their neighbours and others or break legislation.
- 1.2 By issuing these guidelines, the Council will endeavour not to interfere unduly with the running of each allotment site but will hope that each tenant will work with their neighbours to help regulate behaviour and assist in the smooth running of the site.

2 Assignment and sub-letting

- 2.1 The tenancy of an allotment is personal to the tenant named in the agreement.
- 2.2 The tenant may not underlet, assign, sub-let or part with possession or control of all or any part of their allotment without written consent from the Council. (Paragraph c)
- 2.3 All tenants will be required to submit a deposit of such amount as the Council may from time to time decide which will be refunded at the time of cessation of the allotment tenancy provided the plot is left in a satisfactory and rentable condition. Currently this deposit is £50.00. To help determine what is considered a 'satisfactory and rentable condition', the Council will seek the advice of the allotment site representative.
- 2.4 Within the first three months the tenant is within a probationary period. If the tenant chooses to return the allotment to the Council during this period, the tenant will have rental returned minus a £10.00 administration fee where applicable. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot, then the tenancy will be terminated and the plot returned to the Council for re-letting.
- 2.5 In such instances of termination, there will be no return of the rental or deposit.

3 Cultivation and weed control

- 3.1 The cultivated area is defined as the area that is cultivated for herb, flowers, vegetable or fruit crops. 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 considered to be cultivated areas. (Paragraph a)
- 3.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or unplanted during any one year will be considered as uncultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds. (Paragraph a)
- 3.3 Allotments that have areas that are unsuitable for production - such as heavily shaded areas, excessively sloping land or impoverished soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with the Council.
- 3.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a letter giving four weeks' notice to rectify the nuisance. A further inspection will be carried out up to 8 weeks after the notice period has expired and if there are no improvements in cultivation a notice of termination will be sent. (Paragraph a)
- 3.5 Invasive plants such as bamboo, all types of willow and fast growing conifers (including Christmas trees) should not be planted as these can be invasive. If invasive plants are not removed by the tenant, then the tenancy may be terminated and plants removed at the tenant's cost.

- 3.6 The Council encourages all tenants to restrict their use of chemicals on allotments but if chemicals are used they should not stray or seep on to neighbouring plots. Wherever possible, tenants should advise their neighbours before chemical controls are used. Carpet and black plastic can be used for weed control on allotments but should be used in moderation.

4 Trees and bushes

- 4.1 To prevent encroachment and overshadowing of neighbouring plots, tenants should not plant trees, bushes and hedging over the height of 2.5 metres (or 8 feet) or allow any tree, bush or hedging to grow above 2.5 metres (or 8 feet). Tenants must not, without the consent of the Council, cut or prune trees outside of their own allotment or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing. (Paragraph d)
- 4.2 Fruit trees are permitted but will normally be included within the 25% of non-cultivated area. Where fruit trees are planted tenants are encouraged to plant productive crops beneath the trees to reduce the amount of uncultivated land on their plot.
- 4.3 Tenants should not allow their fruit trees to grow above 2.5 metres and may be required to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the Council reserves the right to prune back trees and charge the cost to the tenant.
- 4.4 All fruit trees should be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height to prevent causing a nuisance to neighbouring tenants.
- 4.5 The Council may enter any plot, with or without the consent of the tenant, to remove oversized trees and plants as well as cut down excessive growth and will require the tenant to pay for such clearance and may also issue the tenant with notice to quit.

5 Hedges

- 5.1 Tenants are responsible for maintaining any hedge or pathway on or abutting their plot. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides should be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. (Paragraph e)
- 5.2 Hedges should not be cut back during the bird nesting season, which runs from the 1st March - 1st September.
- 5.3 No fast growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

6 Plot use and storage

- 6.1 The allotment is rented to the tenant for the purpose of cultivation of herb, flowers, vegetable or fruit crops.
- 6.2 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. Tenants should never use their allotment as a place of residence and/or sleep overnight there.
- 6.3 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 twelve months.
- 6.4 Quantities in excess of the above would be unacceptable and the tenant may be ordered to remove them. Failure to do so will likely result in the materials being removed by the Council and the tenant charged with the costs. The Council may also terminate the tenancy.

7 Water, Bonfires and Other Restrictions

- 7.1 Water should always be used wisely. 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.

- 7.2 Mains water will be available generally from 1st March to 31st October. Water supply is subject to seasonal restrictions and the Council will abide by hosepipe bans.
- 7.3 Tenants should not use any form of unattended mains connected irrigation – such as open hose or seep hose irrigation.
- 7.4 All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. No tenant should use excessive quantities of water or monopolise the water supply to the detriment of fellow tenants.
- 7.5 Bonfires are permitted for the burning of untreated or unpainted woody waste. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited as they may emit toxic fumes.
- 7.6 All open fires should be contained within an incinerator barrel, however, small contained fires will be permitted for barbequing.
- 7.7 Tenants are reminded that smoke from a bonfire could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or the smoke could affect the comfort or quality of life of the public. Such nuisance could result in action under the Environment Protection Act 1990. Tenants who light a fire within 50feet (15.24 metres) of the centre of a highway may also be guilty of an offence under the Highways Act 1980 so tenants should always take care if there is a need to light a bonfire.
- 7.8 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. Unsafe fires or those producing excessive smoke may lead to prosecution and the tenant may be issued with notice to quit.
- 7.9 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site.
- 7.10 The Council can, if necessary, prohibit bonfires on a specific plot and/or group of plots.
- 7.11 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Council. (Paragraph d)

8 Waste materials and pollutants

- 8.1 In addition to allotment rules, waste regulations apply to materials brought on site by tenants. New tenants should immediately advise the Council if they find that toxic waste has been left on their plot by the previous tenant.
- 8.2 Waste from external sources, including green waste, should not be deposited on the allotment or any other part of the site as this may result in possible prosecution and notice to quit.
- 8.3 Tenants should not bring on site and use polluting materials such as tyres, asbestos and glass as this can be considered as illegal disposal of waste and could result in immediate notification and referral for prosecution. The bringing on site and use of rubble and hardcore for paths and other forms of construction is also prohibited. Generally, all items brought onto the plot should assist with crop production.
- 8.4 Tenants should not cover their plot with hard surfaces. 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. However, narrow concrete and brick footings is allowed for a glass house.
- 8.5 The use of glass bottles for any form of construction or raised bed is forbidden and could result in notice to quit.
- 8.6 All non-diseased vegetative matter should be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in a domestic incinerator on the tenant's plot
- 8.7 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on their plot, and if the tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim the costs from the tenant.

- 8.8 If tenants witness someone illegally fly tipping rubbish onto allotment land they should immediately contact the Police.

9 Structures and fences

- 9.1 Sheds and sided structures will be included within the 25% area allowed for non-cultivation. Poly-tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 9.2 Any structure on the allotment must be temporary and maintained in a safe condition 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. (Paragraph f)
- 9.3 Tenants may put up one shed and no more than two greenhouses (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the Council is required for erecting a shed and poly-tunnels, with tunnel size and layout to be agreed. No shed, poly-tunnel or glasshouse should exceed 2.5 metres in height. Structures should be positioned to ensure they do not throw shadow on to neighbouring plots nor obstruct paths especially when doors are open.
- 9.4 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). All structures must be removed before the end of the expiration of the tenancy.
- 9.5 Where a tenant agrees with the outgoing tenant to take on a plot with a structure then the new tenant is responsible for the structure being maintained in a safe condition.
- 9.6 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and tenants are asked that the colour is in keeping with the natural environment.
- 9.7 The maximum size of a shed is 2.5 metres long x 2 metres wide x 2.5 metres high, (8 feet x 6 feet x 8 feet).
- 9.8 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.
- 9.9 Solid fences adjacent to neighbours' plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height. (Paragraph e)
- 9.10 Tenants should not attach or hang any materials to any Council fencing. In the event of any resulting damage the tenant will be required to pay for any repairs or replacements.

10 Paths and haulage ways

- 10.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass. It is a good rule of thumb not to let the grass on paths grow to more than six inches. (Paragraph b)]
- 10.2 As a guide, a single main path of about 0.75 metre, as well as narrow internal paths - being spurs from the main path and about 0.50 metre - will also be included within the cultivated area. Wider paths may be necessary on steeply sloping plots or where raised beds require wider access.
- 10.3 Excessively wide paths shall be included within the uncultivated area.
- 10.4 Shared paths between two allotments must be maintained, and kept cut and clipped up by each adjoining tenant. Paths must be kept clear of obstructions at all times.
- 10.5 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 10.6 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users.

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

11 Dogs, livestock and bees

- 11.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads or remove any fouling or allow their dog to become a nuisance to others may be barred from bringing their dogs to allotment sites and depending on the circumstances may receive notice to quit.
- 11.2 The burial of any pets or animals on any allotment land is strictly forbidden and will result in the tenant receiving notice to quit.
- 11.3 Cockerels are not allowed to be kept on an allotment. Any tenant that wishes to keep hens on their allotment must advise the Council in writing and:
- provide details of the structure to be erected for their keep;
 - confirm that the hens will be kept in accordance with RSPCA Guidelines at least;
 - confirm the maximum number of hens to be kept;
 - confirm that all eggs from these hens are for personal consumption.
- 11.4 No other animals or livestock may be kept overnight on allotment land.
- 11.5 The keeping of bees is not allowed on any allotment land.

12 Rent

- 12.1 The tenant must pay the invoiced rent within 40 days of the due date and at the time of invoicing may, if qualified, claim any special discounts the Council offers.
- 12.2 The rent year runs from the 1st April to the 31st March. A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial three-month probationary period as mentioned above.
- 12.3 The automatic seniors discount of 50% will be reduced to 25% with effect from 1 April 2019 for tenants in receipt of any State Benefits.
- 12.4 Outgoing tenants should remove any items or structures from their plot before the end of the tenancy. The Council may dispose of any such material not removed and will recover the full cost of disposal from the outgoing tenant.
- 12.5 Rent may be increased at any time provided the Council takes reasonable steps to give twelve 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 tenant's rent increase.

13 Observance of rules

- 13.1 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, policy changes etc.)
- 13.2 Changes will be posted online on the Council website www.cuckfield.gov.uk, and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements etc. Failure to observe rules may lead to tenants being given notice to quit. In certain extreme instances a breach of site rules may lead to the immediate termination of tenancy.
- 13.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 13.4 Tenants must observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the allotment land.
- 13.5 Any officer of the Council shall be entitled at any time to enter and inspect allotment plots.

14 Site safety, security and duty of care

- 14.1 Tenants must not discriminate against, harass, bully or victimise any other person 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 if they are disadvantaged by any condition.
- 14.2 Tenants must not cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's person or property will be grounds for immediate termination of tenancy and possible prosecution. (Paragraph b)
- 14.3 The allotments and site or any structures on them must not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will receive an immediate termination of tenancy and possible prosecution.
- 14.4 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 regarding any such disputes.
- 14.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves and should indemnify themselves and the Council against any possible claim.
- 14.6 Any structure or any other item considered hazardous should be removed after instruction from the Council. Failure to do so may result in the Council removing the structure or item, charging the full costs of such removal to the tenant and the tenant may also receive notice to quit.
- 14.7 Storage of fuels and hazardous materials is prohibited. Only chemicals necessary for gardening purposes can be stored. All chemicals must be locked away and out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends the use of organic alternatives wherever possible. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform your site representative or the Council. (Paragraph i)
- 14.8 Particular care should be taken when using a strimmer, rotovator and other mechanical or powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 14.9 Unsafe working practices may result in notice to quit and the tenant will be liable for any damage or injury caused by unsafe working practices.
- 14.10 Tenants must not use barbed or razor wire nor bring or allow to be brought onto the allotment any firearm or ammunition for a firearm or any projectile or device for launching projectiles. (Paragraph l)
- 14.11 The Council will not be 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 their site representative and the Police.

15 Unauthorised persons

- 15.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 15.2 Council officers or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 15.3 The tenant is responsible for the behaviour of children and adults visiting their allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 15.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

16 Vehicles, tents and caravans

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

17 Plot numbering and notices

- 17.1 Tenants should mark their allotment number on the outside of a shed or greenhouse, or on a post, and keep it clear and legible so as to be visible from the haulage way or main access path.
- 17.2 Council or allotment site information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the Council.

18 Change of address and notices

- 18.1 Tenants must immediately inform the Council, in writing, of changes of address or status.
- 18.2 If a tenant moves to an address outside of the boundary of Cuckfield Parish Council, they may have their tenancy terminated if there are Cuckfield residents on the waiting list. In such instances the Council will take into account the length of tenancy and the condition of the plot and use discretion in allowing such out of Parish tenants to remain.
- 18.3 Notices to be served by the Council on the tenant may be:
- a) sent to the tenant's address in the Tenancy Agreement (or as subsequently notified to the Council) by post, registered letter, recorded delivery or hand delivered; or
 - b) served on the tenant personally; or
 - c) placed on the plot.
- 18.4 Notices served under paragraph 18.3 will be treated as properly served even if it is not received.
- 18.5 Written information for the Council should be sent to: Cuckfield Parish Council, The Queen's Hall, High Street, Cuckfield, West Sussex RH17 5EL or by email to admin@cuckfield.gov.uk

19 Application

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

20 Terms and interpretation

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

- 20.1 Allotment: A plot of land that is let by the Council for the cultivation of herb, flower, vegetable or fruit crops.
- 20.2 The Council: Cuckfield Parish Council.
- 20.3 Tenant: A person who holds an agreement for the tenancy of an allotment.
- 20.4 Site: Any area of allotments that are grouped together at one location
- 20.5 Rent: The annual rent payable for the tenancy of an allotment.
- 20.6 Review notice: Any notice of reviewed rental or deposit charges.
- 20.7 Site representative: An allotment tenant who works as a middle person between the Council and the tenants and helps oversee the allotment.
- 20.8 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.

- 20.9 Haulage way: A common route within the site for vehicular and pedestrian access to allotments.
- 20.10 Authorised officer: A member of staff of Cuckfield Parish Council.
- 20.11 Authorised person: The tenant or invited guest.
- 20.12 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.
- 20.13 Paths: Dividing paths between allotments.
- 20.14 The non-cultivated leisure area: Small area (no larger than 25% of plot) of grass, patio or built structures, for storage, pastimes, eating and/or relaxing.

21 The Council's responsibilities

- 21.1 Administration
 - a) keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.
- 21.2 Repairs and Maintenance
 - b) repairs to site perimeter fences, gates and water infrastructure; hedges and tree management.
- 21.3 Rubbish clearance
 - c) to remove rubbish which has been fly-tipped.
- 21.4 Liability
 - d) the Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotments.

22 The complaints procedure

- 22.1 The Council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, please write to the Parish Clerk with your complaint or suggestion. If you are dissatisfied with the response, the Council has a formal complaints procedure which is available from the Council Offices.

23 Tenancy termination

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

- 23.1 By giving at least 12 months' written notice to quit expiring at any time between 29th September to 6th April inclusive.
- 23.2 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.
- 23.3 By giving one month's written notice to quit if:
 - a) the rent is in arrears for 40 days or more (whether formally demanded or not); or
 - b) the tenant is in breach of any of these rules or of their tenancy agreement; or
 - c) automatically on the death of the named tenant. (Paragraph m)
 - d) if the tenant becomes bankrupt or compounds with creditors
- 23.4 The tenancy may also be terminated by the Council or the tenant by giving at least 12 months' previous notice in writing expiring on or before 6th April or on or after 29th September in any year. (Allotment Act 1922. Section 1(1) (e))