



# Dalton Piercy Parish Council

## Allotment Rules and Regulations of Tenancy 2024

# Foreward

This is the 2024 edition of the 'Rules and Regulations of Tenancy' for DPPC Allotment Tenants and is the version which all tenants should now adhere to.

If you require further copies of this document they can be obtained by visiting the DPPC website at [www.daltonpiercy-pc.gov.uk](http://www.daltonpiercy-pc.gov.uk) or by telephoning 07535 157536.

This booklet sets out to provide every tenant with a clear understanding of what is required of them on their allotment in Dalton Piercy. We would appreciate your help, support and co-operation in ensuring your use of the allotment complies with the rules, regulations and associated guidance contained in this booklet.

Dalton Piercy Parish Council (DPPC) would like to wish you a successful and happy year of allotment gardening.

**Thank you**

## Part 1 - Your Tenancy

These rules and regulations are made in line with the Allotments Acts 1908 to 1950 and apply to all DPPC owned allotments.

### 1.1 Tenancy Agreement

1.1.1 All plots are let on an annual basis, with the rent year running from 1st April to 31<sup>st</sup> March.

1.1.2 In order to continue a tenancy plot holders must:

- (a) Sign and return a copy of the Tenancy Agreement to the DPPC Clerk by 31<sup>st</sup> May each year.
- (b) Pay the required rent within 40 days of the issue of the invoice.
- (c) Fully comprehend and manage their plot, in accordance with these 'Rules and Regulations'.
- (d) Annually observe and comply with any amendments to these rules, which may have been made.

1.1.3 The rent is non-refundable.

1.1.4 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot.

1.1.5 DPPC, as landlord, retains all rights and powers over the land.

1.1.6 DPPC reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.

1.1.7 Any rent increase will occur on 1st April each year; however, tenants will receive 12 months' notice of any variation to this amount.

1.1.8 DPPC's 'Allotment Rules and Regulations of Tenancy' apply to all tenants, be they existing or new, including self-managed sites. Where devolved management agreements exist, some of the Rules and Regulations of Tenancy, e.g. permitted activities, may be further re-defined or restricted by the particular site management body.

### 1.2 New Tenants, Eligibility Criteria and Allocation of Plots

1.2.1 To be eligible for an allotment plot, a person must be at least 18 years old and reside within the Parish of Dalton Piercy or less than one mile outside the Parish (Small Holdings Allotment Act 1908 Section 30(2)).

1.2.2 Tenants who move out of the Parish will be required to end their tenancies.

1.2.3 All plots are let on an 'as seen' basis and the Council is not responsible for any works which may be required after acceptance.

1.2.4 When someone confirms their wish to commence a new tenancy, they will be asked to sign a Tenancy Agreement and pay the rent on that plot, prior to being allowed to start work on the plot.

1.2.5 New tenants will be expected, within a 3 month probation period, to undertake a specified level of progress or cultivation, agreed at the start of the tenancy with DPPC. Failure to do this within this period will result in the tenancy being terminated, in accordance with the tenancy enforcement procedure.

1.2.6 If the new tenant, within the 3 month period, has not observed the Rules and Regulations, then one month's notice may be given to end the tenancy under Section 30(2) of the Small Holdings Allotment Act 1908.

1.2.7 Plot allocation is restricted to one full size plot per person.

### 1.3 Primary Users

1.3.1 The tenant must be the primary user of the plot and is responsible for the activities of the registered partner and any visitors to the plot.

## 1.4 Sale and Sub-Letting

- 1.4.1 The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, **the tenant may not assign, underlet or part with possession of all or part of their allotment.**
- 1.4.2 Any structure, shed or greenhouse sold by the tenant must be removed from the plot forthwith.
- 1.4.3 The sale or **sub-letting of plots is strictly prohibited.**

## 1.5 Partnerships

- 1.5.1 A tenant may register one partner to assist on the plot.
- 1.5.2 A registered partner has no automatic right to assume the tenancy of the plot, if the tenant makes the decision to surrender the plot.
- 1.5.3 Any person working the plot who is not registered, will not be considered for tenancy upon surrender of a plot by the tenant.
- 1.5.4 DPPC will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and **working the plot** for a minimum of 3 years.
- 1.5.5 In the event of the death of the tenant please **see point 7.3.**
- 1.5.6 A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the Rules and Regulations.
- 1.5.7 DPPC has the right to dissolve a partnership if they believe it to be necessary for any reason.
- 1.5.8 Plot tenancies must be surrendered by the existing tenant before DPPC will consider the application of the registered partner to take over the plot.

## 1.6 Change of Address

- 1.6.1 The tenant must give written notice of change of address within one month of any change. Failure to do so will be deemed a breach of the tenancy Rules and Regulations and DPPC will commence termination of the tenancy.
- 1.6.2 Personal information held by DPPC relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

## 1.7 Written Correspondence

- 1.7.1 Any written correspondence, for example, letters, notices, forms will be deemed to have been served if sent by post to the tenant at his/her last known address (or by an agreed preferred alternative method, i.e. e-mail) or left in a conspicuous place on their plot. All written correspondence is for the attention of, and shall be sent to, the tenant (at the tenant's address).

## 1.8 Power of Entry and Inspection

- 1.8.1 The allotments are DPPC owned land and any **nominated** officer or councillor is entitled, **at any time**, when directed by DPPC to enter and inspect an allotment plot to ensure compliance with rules and regulations of tenancy.
- 1.8.2 Tenants are advised that photographs are a routine part of the inspection process and these pictures are retained by DPPC for future reference, in accordance with the requirements of the Data Protection Act 1998.
- 1.8.3 If you cause hindrance or harassment of a duly appointed officer in carrying out an inspection of the plot, an **immediate** Notice to Quit will be issued.

## 1.9 General Breaches of Tenancy - Enforcement Procedure

1.9.1 When evidence exists that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure, in order to allow the tenant opportunity to remedy the breach.

(a) **1st Warning Letter**

This will outline the nature of the breach(es), give instructions on required actions and **14 days** for the tenant to rectify the problem.

(b) **2nd Warning Letter**

If, after the 14 day period, it is found that no or insufficient action has been taken, then the tenant will be issued with a 2nd warning letter. This will give the tenant an **additional 14 days** to rectify the breach.

(c) **Notice to Quit**

If, after 14 days from the 2nd warning, it is found that no/insufficient action has been taken, then the tenant will be issued with a **Notice to Quit**.

The Notice to Quit informs the tenant that the tenancy will be terminated in **28 days** and the eviction process has commenced.

In this period, they must remove all possessions and locks and leave the allotment plot in an agreed condition.

(d) After the 28 days has expired, a **Notice of Re-entry** will be posted on the allotment plot in a prominent position and the DPPC will then have regained possession of this plot and all items which remain on it.

The tenant will receive a letter to confirm that the tenancy has ended.

## 1.10 Serious Breaches of Tenancy - Enforcement Procedure

1.10.1 Where a serious breach of tenancy has occurred (see list below for definition) then an immediate Notice to Quit will be issued and tenants will be instructed to vacate the plot within 28 days and their tenancy will be ended.

(a) Examples of Circumstances for Immediate Notice to Quit

Abuse/lack of respect or violence towards other tenants, Parish Councillors or members of the public

Criminal activities

Activities which may cause significant harm to human or animal health or to the environment

## 1.11 After Enforcement

### 1.11.1 Tenant Record of Warnings

(a) Any warning received by the tenant will remain on record for **3 years** (from the date of the warning). The warning system aims to prevent persistent abuse of the rules and regulations.

- (b) Tenants who, in one season, received a first warning, subsequently took adequate action that year, but then commit the same offence within the 3 year period, would receive a 2nd warning for that offence rather than another 1st warning.

1.11.2 On termination of the tenancy, any works which are required to bring the plot to the standard that it may be re-let, will be undertaken by the Council and the outgoing tenant charged for this.

## **1.12 Inability to Manage Plot for a Short Period of Time.**

1.12.1 Tenants who are unable to cultivate their plot due to illness, or other personal circumstances, should contact the DPPC to inform them of this. It is advised that tenants who are unable to manage their plots fully, for whatever reason, should contact DPPC for advice and support. All such details will be strictly confidential.

1.12.2 At the discretion of DPPC, tenants may be given a ‘waiver’ of a **maximum of 6 months** and will not be subject to the normal inspection/enforcement procedure within this time. A request for a ‘waiver’ will usually only be considered if the plot is already in a reasonable standard of cultivation.

## **Part 2 - Site Rules**

### **2.1 Authorised Persons**

2.1.1 Only the tenant, any registered partner or accompanied guest(s) are allowed on the allotment site, except during site open days or in accordance with 2.1.4.

2.1.2 Any authorised person(s) (including DPPC Councillors and officers) may order any unauthorised person to leave the allotment site immediately.

2.1.3 No person under the age of 16 years of age is allowed on site, unless accompanied by an adult.

2.1.4 Non-tenants and family members over the age of 16 are allowed on site by the tenant, when the tenant is away, to water plants, tend to animals etc.

2.1.5 The tenant is responsible for the behaviour of children and adults visiting the allotments. In an instance where a visitor breaches site rules, then the tenant will be held equally responsible.

### **2.2 Site Hours of Use**

2.2.1 Allotments should only be accessed in the hours of daylight (i.e. dawn until dusk).

2.2.2 Those requiring access to the allotments outside of these hours (i.e. for exceptional needs, such as animal husbandry etc) must contact DPPC for permission.

2.2.3 Overnight stays are strictly forbidden.

2.2.4 DPPC reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.

### **2.3 Keys**

2.3.1 All tenants will be issued with **one** set of keys.

2.3.2 Any additional or replacement keys will be subject to a charge and **require permission from DPPC**

2.3.3 Keys **MUST** be returned at the end of the tenancy, failure to do so will incur a charge of £25

2.3.4 Tenants must ensure that keys are kept in their possession and must not be lent out to any third party.

2.3.5 Unauthorised copying of keys is **strictly forbidden**.

## 2.4 Locking of Gates

- 2.4.1 All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

## 2.5 Reporting of Crime and Anti-Social Behaviour

- 2.5.1 Allotment tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police and DPPC.

## 2.6 Access

- 2.6.1 The tenant, registered partners or visitors must only enter the allotment site by the provided tracks, path and associated gates.
- 2.6.2 No additional entrances or gates can be installed without prior written permission of DPPC.
- 2.6.3 Tenants **cannot modify or interfere** with the padlocks, fences, gates or any other security provision made by the Council.
- 2.6.4 Tenants must pay due regard to their own personal health and safety and that of others who may be around them.

## 2.7 Vehicles on Allotment Sites

- 2.7.1 It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.
- 2.7.2 Plot users are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Vehicles should not be parked adjacent to the gates unless for purposes of loading and unloading. Owners of vehicles which frequently and persistently block paths will be issued with a warning.
- 2.7.3 Loading/unloading at allotment gates (on Village Green adjacent to Rose Cottage), will be allowed no more than 3 times in any one week up to a maximum of 30mins. each time. DPPC recognise that in **exceptional circumstances** a tenant may anticipate a longer period may be needed. In this case the Clerk **MUST be contacted in advance** to request permission from DPPC.
- 2.7.4 Pedestrians have priority use of allotment tracks at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely.
- 2.7.5 DPPC reserve the right to prohibit vehicular access (both temporarily and permanently), adjacent to the allotments if they believe that it is detrimental to the site, e.g. due to damage to tracks, village greens or issues caused by unauthorised access (i.e. theft or fly-tipping) or for the safety of tenants.

## 2.8 Expected Behaviour of Tenants

- 2.8.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition, which cannot be shown to be justified.
- 2.8.2 No tenant must cause another tenant, officer of DPPC, or member of the public, harassment, alarm or distress. Any use of violence, verbal threats, or damage to another's property will be grounds for **immediate termination of tenancy** and possible prosecution.
- 2.8.3 Allotment plots and any structures may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be issued an **immediate** Notice to Quit.
- 2.8.4 In the case of unresolved tenancy disputes, where no one party can be proven as being in breach of any site rules, then DPPC reserves the right to end the tenancy of either or both parties.

## **2.9 Notices and Advertisements**

- 2.9.1 Notice boards,(if provided) are for the sole purpose of displaying information by DPPC.
- 2.9.2 No notices or advertisements are allowed without the permission of DPPC.

## **2.10 Water**

- 2.10.1 The tenant shall not waste or contaminate water and the DPPC encourages the use of water saving devices, such as water butts.
- 2.10.2 All standpipes will be considered as a common resource to be shared with surrounding tenants.
- 2.10.3 Notwithstanding a ban from the Water Authority, hose pipes are permitted to water directly if hand held or to fill water butts, provided that this does not prevent other tenants having access to water supplies.
- 2.10.4 Any tenant who DPPC considers to be using excessive quantities of water, or is seen to consistently monopolise the water supply to the detriment of other tenants, will be issued with a warning.
- 2.10.5 Any form of **unattended** mains connected irrigation (such as sprinklers and timed devices) are not permitted.
- 2.10.6 Alteration or illegal connection to the water supply is a serious breach of tenancy and tenants who have inherited such connections on their plots are advised to contact DPPC.
- 2.10.7 DPPC reserves the right to switch off the water supply for a period of time, if necessary for maintenance work, or to prevent damage to the water supply infrastructure, i.e. during winter months. Tenants will receive notification if water supplies are to be affected.
- 2.10.8 Tenants are not eligible for rent rebates on sites if water supplies have been temporarily turned off.

## **2.11 External Fencing/Hedges**

- 2.11.1 No structures must be attached to or supported by external fencing. 1m on the inside of the external fence should be kept clear to allow for fence maintenance.
- 2.11.2 All internal fences and hedges must be maintained. (See Section 6.5)

## **2.12 Internal Paths and Communal Areas**

- 2.12.1 Where present, the tenant shall keep internal paths and communal areas adjoining the allotment, clean and free from flowering weeds and long overgrown grass (that exceeds 15cm) and in good repair.
- 2.12.2 The tenant shall not obstruct or allow to become obstructed, any path or road and soil must be kept clear of the edge to enable rainwater to drain away.
- 2.12.3 Where division paths exist, they should provide a clear and unobstructed access of at least 45cm wide and be included in the cultivated area.
- 2.12.4 In order to facilitate access by emergency services and maintenance vehicles, tenants of allotment plots adjacent to main access tracks must ensure that:
  - (a) the track is kept free of obstructions and hazards at all times.
- 2.12.5 Tenants **must not change or interfere** with plot boundaries or encroach into alleys.

## **2.13 Notifiable Pests and Plant Diseases**

- 2.13.1 Notifiable pests, plant diseases, injurious weeds and invasive plants should be reported to DPPC.



## **2.14 Pests**

2.14.1 Tenants are advised to refer to the guidance provided on HBC's website in order to reduce the occurrence of pests.

## **2.15 Security and Covert Surveillance**

2.15.1 Tenants are advised that mobile CCTV cameras and other surveillance equipment can and will be deployed by DPPC and other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes.

## **2.16 Fault and Repair Reporting**

2.16.1 Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the DPPC Clerk. Once issues are identified, minor repairs will be undertaken as soon as reasonably practical by a DPPC assigned contractor.

2.16.2 Emergency faults which arise out of normal working hours which may compromise the security of the site should be reported to DPPC Clerk and will be undertaken using DPPC's appointed contractors as soon as possible.

## **Part 3 - Your Plot**

### **3.1 Plot ID Numbers**

3.1.1 The plot number (if used) must be shown clearly on each plot at all times, so that they can be easily located by maintenance staff and emergency services.

### **3.2 Use of Plot**

3.2.1 The tenant shall use the allotment plot for the recreational growing of vegetables, fruit, flowers and permitted livestock only and excludes non-fruiting bushes/trees and turf.

3.2.2 The 'cultivated area' is defined as that part of the plot cultivated for crop or flower production. This should represent approximately 80% of the total plot.

3.2.3 The cultivated area may also include greenhouses, poly tunnels and fruit cages, housing for chickens and rabbits (**all** structures will require permission to be granted **before** erection).

3.2.4 Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.

3.2.5 An area that is cleared annually of weeds, yet remains un-cropped or unplanted during any one year will be considered as non-cultivated.

3.2.6 Cultivation requires that the tenant annually dig, mulch, prune and weed the plot.

3.2.7 Plots may be used for social gatherings of partners and guests, such events must not cause nuisance to other plot users or the general public.

### **3.3 Weeds**

3.3.1 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants.

3.3.2 Weed seed heads must be removed before the seed has set.

3.3.3 Long grass or detritus that may harbour pests must be removed.

3.3.4 Tenants must control invasive weeds which spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles).

- 3.3.5 Allotments that have areas that are not suitable for production, such as heavily shaded areas, may with **prior approval** be allowed an extended utility area e.g. lawn or conservation area. Any such exemptions will be at the agreement of DPPC.
- 3.3.6 Up to 20% of the plot may be used for utility purposes, this includes a shed, storage areas, workshop, incinerators, seating, housing for animals (rabbits or chickens). Permission will be required for **any** structures erected on plots (**see Part 6**).

### **3.4 Trees and Hedges**

- 3.4.1 All fruit bushes/trees must be adequately maintained and the maximum height for any bush/tree on an allotment plot is 2 metres.
- 3.4.2 Hedges must be maintained and not exceed 2 metres in height.

### **3.5 Unauthorised Use of the Plot**

#### **3.5.1 Commercial Activities**

- (a) The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade or business.
- (b) The bringing onto the plot of produce or materials for the purpose of selling is not permitted.

### **3.6 Storage of Materials on the Plot**

- 3.6.1 The storage of goods or materials not directly connected with the cultivation of the plot is not permitted.
- 3.6.2 DPPC have the right to ask the tenant to remove any items which they consider should not be stored on the plot.
- 3.6.3 Materials which are to be stored for use on the plot can only be stored for a maximum of 6 months. After this period, the tenant will be asked to remove surplus materials within a set time period.

### **3.7 Waste Disposal**

- 3.7.1 Waste derived from the plot **MUST** be responsibly disposed of at a licensed waste disposal facility. e.g. Burn Road Household Waste and Recycling Centre.
- 3.7.2 The use of the plot for the storage, recycling or disposal of rubbish, scrap metal, hazardous material or other items brought onto the plot is strictly forbidden.
- 3.7.3 The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.
- 3.7.4 The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonable required for the use in the cultivation of the allotment plot).
- 3.7.5 All deliveries of manure etc. onto village greens should be supervised by the tenant and taken onto the plot within **48 hours** and the delivery site left tidy. **See reg.2.7.3**
- 3.7.6 Tenants who fail to remove manure etc. within this agreed period will be issued with a **warning** and may be liable for clean-up cost.
- 3.7.7 Arrangements must be in place for any **building materials** for use on plots, which are delivered onto village greens, e.g. glass/gravel/wood/paving slabs etc. to be taken into the plot **immediately** and stored appropriately. Failure to do so will be considered fly tipping and a **warning** issued.
- 3.7.8 The tenant must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or paths). Tenants found dumping refuse/prunings/organic matter on other plots, will be deemed to be fly-tipping and will receive a **warning**.

- 3.7.9 Tenants found dumping waste/prunings/organic matter, outside the allotment perimeter fence onto village greens, are likely to be given an **immediate Notice to Quit**, as this is a serious, environmentally damaging act.
- 3.7.10 Tenants who witness illegal fly-tipping onto allotment land should immediately contact the Police or DPPC. All reports will be treated in the strictest of confidence.

### **3.8 Composting**

- 3.8.1 Tenants are encouraged to compost organic waste, as a preferred alternative to burning.
- 3.8.2 The tenant shall maintain compost heaps in a tidy condition and they must be in proportion to the size of the plot.

### **3.9 Restriction on Open Burning (Bonfires)**

- 3.9.1 Bonfires are banned between 1st April and 30th September each year.
- 3.9.2 Bonfires must be attended at all times. Failure to do this is a serious breach of health and safety and an environmental offence and tenants will be issued with an **immediate Notice to Quit**.
- 3.9.3 Bonfires must be restricted to no more than one cubic metre in size or contained in a metal brazier of approximately 45 gallon size.
- 3.9.4 Suitable methods to extinguish fires must always be available, i.e. water or sand.
- 3.9.5 Only organic material, i.e. perennial weeds, diseased plants or untreated wood may be burnt.
- 3.9.6 The burning of the following materials is strictly forbidden and will lead to **immediate Notice to Quit** and referral for prosecution under the Environmental Protection Act 1990.
- (a) Any material producing black smoke, i.e. rubber, plastics, foam, paint.
  - (b) Any material originating from outside the allotment site.
  - (c) Any other material which may cause environmental damage or harm to human health.
- 3.9.7 Tenants should be aware that any bonfires which cause smoke nuisance under the Environmental Protection Act 1990, Section 80 may be subject to independent enforcement action.
- 3.9.8 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.
- 3.9.9 When lighting bonfires, consideration must always be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighbouring premises.
- 3.9.10 DPPC reserves the right to refuse the lighting of bonfires/BQ's to those tenants who do not show due consideration to the rules.
- 3.9.11 The health and safety of other tenants and neighbouring residents must always be given priority.

### **3.10 Use of Materials as Weed Suppressants**

- 3.10.1 The use of carpets as a weed suppressant is banned, due to the chemical contents and non-biodegradable nature of such items.
- 3.10.2 Other weed suppressants, such a black plastic, should only be used as an aide to clearing the plot and should be removed at the earliest opportunity. Plots which have a large proportion of the ground covered with black plastic for long periods will be considered as non cultivated.

### **3.11 Minerals**

- 3.11.1 The tenants shall not:
- a) sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other person to do so;

- (b) bring in any mineral material which may contaminate the plot, or be detrimental to the soil quality or fertility.

## Part 4 - Health and Safety

### 4.1 Personal Safety

- 4.1.1 Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 4.1.2 DPPC will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment plot.
- 4.1.3 Particular care should be taken when using strimmers, rotavators and other mechanical/powered equipment. Appropriate personal protective equipment should be worn at all times and machinery operated in accordance with the manufacturer's instructions.
- 4.1.4 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

### 4.2 Insurance and Personal Liability

- 4.2.1 Tenants are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities. Activities which may require additional insurance cover could include, for example, storage of hazardous materials, high risk activities or high value items. Tenants may also wish to consider becoming a member of one of the national allotment organisations, where membership benefits may be available.
- 4.2.2 Tenants should seek their own personal liability and property insurance cover against theft, damage and personal injury.
- 4.2.3 Tenants have responsibility for the security of any article taken onto the allotment site.
- 4.2.4 Tenants must have adequate insurance cover for the use of heating appliances or the storage of hazardous materials.

### 4.3 Hazardous Materials on Allotments

- 4.3.1 All tenants with hazardous materials on plots are required to:-
  - (a) register them with DPPC on the 'Hazard Registration' form, on an annual basis and when any additional hazardous substances are brought onto the plot.
  - (b) ensure they are stored correctly and securely and used in accordance with manufacturers' guidelines.
  - (c) display a hazard sign on their gate or in a prominent place.
  - (d) Provide evidence of insurance in accordance with 4.2.4. Failure to adhere to the above rules of tenancy will be deemed a serious breach of tenancy and tenants will be issued with an **immediate Notice to Quit**.
- 4.3.2 The use of **any** heating appliances (including stoves) and the storage of fuels and hazardous materials (such as gas cylinders and chemicals) is strictly prohibited without the prior written consent of DPPC.
- 4.3.3 Tenants wishing to use a heating appliance or to store hazardous substances on allotments must agree to allow DPPC to share their details to relevant third parties, i.e. the emergency services and Police if and when required.

4.3.4 The use of heating appliances or the storage of Hazardous Substances without the required permission is a serious breach of tenancy and tenants will be issued with an **immediate Notice to Quit**, if found to be in breach of this condition.

#### **4.4 Hazardous Material Storage**

##### **4.4.1 Restriction on Pesticides and Fertilizers**

- (a) Under the Control of Pesticides Regulations (COPR) 1986 (as amended 1997) anyone who sells, supplies, stores or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.
- (b) Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions and in an approved container, well out of the reach of vulnerable people and locked away, if necessary.
- (c) Nitrate fertiliser must not be stored within 10 metres of a watercourse or field drain.
- (d) New rules on rodenticides (rat poisons) came into force in 2016, which restrict the purchase and use of professional rodenticide products to those holding a certified 'proof of competence' in rodent pest control.
- (e) Rodenticides approved for amateur use must be used in accordance with manufacturer's instructions (including the use of approved bait boxes where required), and great care must be taken to reduce the risk of exposure for non-target species (such as owls and kestrels as well as poultry) by the immediate collection and disposal of dead rodents.
- (f) It is strongly recommended that tenants do not attempt to treat rodent infestations on allotments themselves, but that the services of a professional pest control company are used. HBC provides a pest control and advisory service for allotment tenants.

##### **4.4.2 Disposal of Pesticides, Fertilisers and Other Chemicals**

- (a) Unwanted pesticides, fertilisers or other chemicals should never be included in the household rubbish, burned, placed in skips or poured into any kind of drainage system or watercourse. HBC can be contacted for information on safe disposal of pesticides and fertilizers.
- (b) Due to the risk of fire, spillage or contamination pesticides, fertilisers and other chemicals should not be stored longer than necessary on allotments and certainly not beyond their expiry dates.

#### **4.5 Storage and Handling of Fuel for Heating and Machinery**

4.5.1 Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. In order to reduce risk to the public and emergency services, the following restrictions will be operating:-

##### **4.5.2 Restriction on Gas Cylinders**

- (a) Only canisters containing LPG are to be used on plots for heating/lighting (subject to 4.3).
- (b) Acetylene is strictly forbidden.
- (c) The maximum canister size is 15kg, of which only two canisters (be they full or empty or any stage between) are permitted on a plot at any one time.

#### **4.6 Restriction on Flammable Liquids**

4.6.1 Maximum inclusive total of 20 litres (4.4 gallons) of flammable liquid (paraffin, petrol, diesel, methylated spirits, oil, etc.) can be stored by tenants on plots.

- 4.6.2 All flammable liquids must be in containers specifically designed for their storage with appropriate, visible and readable safety warnings on the outside of the container.
- 4.6.3 All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.
- 4.6.4 Containers to be kept in adequately secure and ventilated circumstances.
- 4.6.5 Fuel in machinery or heaters is not included in this storage total, but should not exceed an additional inclusive total of 10 litres (2.2 gallons) for the plot.
- 4.6.6 All spillages must be cleaned up immediately and significant spillages **MUST** be reported to DPPC.
- 4.6.7 Sand, cat litter or proprietary oil absorbent must be kept nearby in case of spillage.
- 4.6.8 Paraffin, gas, petrol, diesel, methylated spirits, oil etc. heaters must not be left switched on and unattended. Doing so will be considered a serious breach of tenancy and a **Notice to Quit** will be to the tenant of the plot, where breach exists/occurred.

## Part 5 - Livestock

### 5.1 Animals on Allotments

5.1.1 The Allotment Act 1950 allows the following animals on allotments:

- (a) Chickens
- (b) Rabbits

5.1.2 Where a flock of 50 fowl or more is kept, the said flock must be registered with DEFRA under the Avian Influenza (Preventative Measures) Regulations 2005.

- (a) Cockerels are currently not banned from allotments, but this will be kept under review to ensure the presence of cockerels does not become a nuisance to neighbouring properties. If a noise nuisance occurs, then tenants could be referred for prosecution under the Environmental Protection Act 1990 (Sections 79 and 80) Noise Nuisance Regulations. DPPC reserves the right to request that the tenant remove any cockerel that is found to be causing a nuisance.

5.1.3 The keeping of the following animals may also be considered, but are subject to prior written approval by DPPC:

- Bees
- Small mammals (including ferrets, guinea pigs)
- Birds (including pigeons, doves, turkeys, ducks and geese)

5.1.4 Tenants wishing to keep any type of animal on their plot must first submit a compulsory Animal Registration Form to DPPC and resubmit annually, even if details have not changed.

5.1.5 Full details of the type and number of animals must be given.

5.1.6 If tenants cannot be clear or precise about the exact number of each type of animal, they are requested to indicate a maximum number.

5.1.7 DPPC reserve the right to decline applications for animals or request a revision of the number of animals kept on a plot, where it is felt necessary.

5.1.8 All registrations are required to be confirmed each year by the 31<sup>st</sup> May.

5.1.9 Hoofed animals (horses, cows, pigs, goats and sheep) are not permitted to be housed on allotments (horses are defined as; horses, ponies and donkeys) (except subject to 5.2).

5.1.9 Dogs are not permitted to be housed on allotments (except subject to 5.2).

## 5.2 Exemptions

- 5.2.1 Dogs and horses historically kept/registered on allotment sites prior to April 2010 may be subject to an exemption and will be allowed to stay on the plot for the remainder of their lives, subject to the following criteria:
- (a) All dogs **must** be micro chipped and details supplied to DPPC. Unchipped dogs will not be permitted to stay on allotment plots.
  - (b) All horses **must** be micro chipped, passported and details to be supplied to DPPC.
  - (c) Exempt animals will be subject to an annual inspection, failure to allow access by DPPC will result in the permission being revoked.
  - (d) Dogs should not be a source of nuisance (barking/ howling) and if deemed to be so, then DPPC has the right to ask the tenant to remove the animal(s).
- 5.2.2 Tenants who bring new/additional unregistered dogs/horses onto the allotments will be in breach of their tenancy and will receive a **warning** and previous permissions for other dogs/ horses will be revoked.
- 5.2.3 It is a requirement to keep dogs on a lead or under close control, so that they do not stray onto other plots.
- 5.2.4 Under the Dangerous Dogs Act 1991 and Amended 2014, it is illegal to allow a dog to be dangerously out of control anywhere. Your dog is considered dangerously out of control if it injures someone or makes someone worried it might injure them. The Dangerous Dogs Act applies to all dog owners, no matter what size or breed of dog you have.
- 5.2.5 Tenants must ensure the responsible removal and appropriate disposal of dog faeces, in accordance with the 'Public Space Protection Orders' under the Anti-Social Behaviour Crime & Policing Act 2014). If dog foul becomes a problem on a site, then all existing permissions for dogs to be housed on the site will be revoked.
- 5.2.6 It is the responsibility of the tenant to remove and legally dispose of any dead livestock from their plot. Advice may be obtained from HBC.

## 5.3 Inspections

- 5.3.1 DPPC has the right to undertake regular inspections of animals being kept on allotment plots.
- 5.3.2 If the welfare of any animal is found to be compromised, then DPPC will ask that remedial action be taken or that the animal is removed to more suitable accommodation.
- 5.3.3 Failure to comply with these requests will result in referral for prosecution under the Animal Welfare Act 2006.

## 5.4 End of Tenancy

- 5.4.1 Where tenants have given up plots or have been evicted and they fail to remove their animals, these animals will be taken into the possession of the Local Authority and the tenant will be responsible for any charges for accommodating these animals or for veterinary treatment.

# Part 6 - Structures

## 6.1 Consent/Permissions

- 6.1.1 The tenant shall not, without prior written consent of DPPC **erect** any structures, or **extend** or make **significant alterations** to any existing structures.

6.1.2 The “Structures” form needs to be fully completed and include details of the following:

- (a) Use of structure.
- (b) Heating of structure.
- (c) Structural dimensions (i.e. total height, width, building footprint) in metres.
- (d) Description, picture or drawing of proposed structure.
- (e) Foundation type.
- (f) Materials used in construction.

## 6.2 Structure Parameters

6.2.1 Structures permitted in the 80% cultivation area

- (a) Poly tunnels
- (b) Greenhouses
- (c) Fruit cages
- (d) Water butts and composters
- (e) Hen or Rabbit housing
- (f) Paths
- (g) Incinerator/brazier

6.2.2 Structures which **MAY** be permitted in the 20% utility area, subject to permission from DPPC

- (a) Bases for sheds/greenhouses, not exceeding 16metre square
- (b) Storage/potting/tool sheds
- (c) Patios
- (d) Ponds/wildlife areas
- (e) Animal housing
- (f) Temporary storage areas

6.2.3 Structures which **ARE NOT** permitted

- (a) Structures larger than the permitted 16 metre square based sheds
- (b) Large pigeon lofts/animal housing
- (c) Fences higher than 2m
- (d) Structures constructed from brick/block work
- (e) Dog kennels
- (f) Stables
- (g) Patios/pathways greater than 20% of the total plot area (i.e. where hard pathways are required for increased accessibility)
- (h) Brick built chimneys

6.2.4 Height - ground based single storey structure

- (a) Maximum height to eaves 1.82 metre (6 feet)
- (b) Maximum height to ridge from ground 2.74m (9 feet).

6.2.5 Foundations

- (a) The tenant will be required to remove (or pay for the removal of) foundations at the end of the tenancy.
- (b) Concrete bases for sheds/other structures are not permitted.



## 6.2.6 Area

- (a) No individual structure can exceed 16 square metres.
- (b) There should be at least 1m spacing between any structure and an external allotment fence for maintenance.
- (c) 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.
- (d) All structures must be kept within the boundary of the plot and not constructed over underground utilities (e.g. water pipes).

## 6.3 Guidance for Structure Use and Construction

### 6.3.1 Use of Structure

- (a) Any proposed structure or alteration to an existing structure on an allotment plot, must have a clear **horticultural purpose** in relation to the cultivation, maintenance of the plot or the welfare of permitted animals, for example:

Cultivation, e.g.

- greenhouse, poly tunnel, compost area, water butts and fruit cages;

Storage, e.g.

- low risk garden tools and materials for use on the plot only;
- potentially hazardous liquids, e.g. fertiliser, pesticides, herbicides and fuels will be permitted in small quantities in accordance with **Section 4**;
- animal feed, which should be stored securely to prevent pest infestations.

### 6.3.2 Heating of Structure

- (a) All heating appliances to be used on allotments must be registered on the “Hazard Registration” form.
- (b) Under the Clean Air Act 1993, it is an offence to emit smoke from the chimney of a building, from a furnace or any fixed boiler, if located in a designated smoke control area.
- (c) It is also an offence to acquire ‘unauthorised’ fuels for use within a smoke control area, unless it is used in an ‘exempt appliance’. The current maximum level of fine is £1,000 for each offence.
- (d) DPPC allotments lie within the Hartlepool smoke control zone therefore are subject to the above restrictions.
- (e) For further information please contact Hartlepool Borough Council’s Environmental Health Team.

### 6.3.3 Materials

- (a) Reclaimed or Recycled Materials

DPPC will need detailed information about what will be used and how it will affect the external appearance. For example, old doors used as external walls would be unacceptable.

- (b) New Materials

Brick and block work is not permitted as they are not easily removed and will also require additional planning permission.

#### 6.3.4 Internal Fences

- (a) 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.

### 6.4 Restrictions on Structures

- 6.4.1 Tenants may put up **ONE** shed (provided they do not exceed the permitted size limitations) per plot and this will be included within the 20% utility area. A 'Structures' form will need to be completed and submitted to DPPC for consent **prior** to the erection of the shed. **(see 6.1)**.
- 6.4.2 All greenhouses, poly tunnels and fruit cages will be considered within the 80% cultivation area **(see 6.2.1)**.
- 6.4.3 No structure will be permitted which will impact on the ability to use or enjoy the plot of neighbouring tenants, e.g. cause shading.
- 6.4.4 Any structure on the allotment must be maintained to an appropriate appearance and condition. If DPPC is not satisfied with the state of the structure, the tenant must either repair it to DPPC's satisfaction, or remove the structure within 28 days of instruction to do so.
- 6.4.5 Any structure must be temporary and able to be removed, when the tenancy ends.
- 6.4.6 No structures are to be attached to or supported by external fencing.
- 6.4.7 Structures which lie outside the parameters of the structural criteria listed above require planning permission and DPPC has the right to refuse any structure which they deem to be unacceptable for allotments **(see 6.2.3)**.

### 6.5 Fences

- 6.5.1 "External fencing" comprises the fence around the external perimeter of the whole allotment site, including security of access gates. Maintenance of external fencing is DPPC's responsibility.
- 6.5.2 "Internal fencing" comprises the inward facing side of the external allotment fence and gate of an individual tenant's plot and any section of fence which forms the boundary between plots. General maintenance of the internal allotment fencing and gate is the tenant's responsibility.

## Part 7 - End of Tenancy

### 7.1 Termination of Tenancy by Tenant

- 7.1.1 The tenant may give up the tenancy of the allotment plot by giving 28 days notice, in writing, to DPPC, or less if agreed.
- 7.1.2 On termination of tenancy, no refund of the annual rent will be given.
- 7.1.3 On notification of termination of tenancy, the tenant must meet and agree with DPPC on the condition which the plot must be surrendered in and the tenant must take any action necessary to meet this.
- 7.1.4 Failure to leave the plot in the agreed condition will result in DPPC undertaking the work and a charge will be made to the tenant.
- 7.1.5 When the tenant leaves the plot he/she must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its contents and any lock or padlock removed.
- 7.1.6 All keys must be returned to DPPC Clerk within 14 days of the termination of tenancy, failure to do so will result in a charge of £25.

### 7.2 Termination of Tenancy by DPPC

- 7.2.1 DPPC may require the tenant to vacate the allotment site by:

- (a) Re-entering the allotment site after providing a 'Notice to Quit' in accordance with the eviction procedure set down in these Rules and Regulations. This will occur if the tenant has breached any of the rules and regulations of tenancy.
- (b) Re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for building, mining or any other industrial purpose (or roads or sewers necessary in connection with any of those purposes); or if the land is required by DPPC for the purpose (other than agriculture) for which the land was acquired by DPPC; or has been appropriated under any statutory provision.

7.2.2 Providing a notice, in writing, with 12 months or longer notice expiring on or before 6th April or on or after 29th September in any year. DPPC is not obliged to issue a Notice to Quit.

### **7.3 Death of a Tenant**

7.3.1 The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.

7.3.2 The plot will automatically be returned to the possession of DPPC in the interim period until a new tenant is assigned.

7.3.3 Upon the death of a tenant, any registered partner who meets the requirement of section 1.5, **may** be given the option to take over the tenancy. This offer will be made at the discretion of DPPC.

7.3.4 Plots will not be transferred to a next of kin unless they fit the criteria of section 1.5.

7.3.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site.

## **Part 8 - Complaints Procedure**

DPPC will make every effort to resolve an issue informally. If we are not able to do this a tenant can appeal to DPPC for an internal review. Any information a tenant provides will be treated confidentially. Personal information held by DPPC relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by DPPC in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

If the tenant is unwilling to accept the decision of the internal investigation, they may wish to take their case for adjudication by the Local Government and Social Care Ombudsman.

## Part 9 – Useful Contacts

### Dalton Piercy Parish Council

- Website [www.daltonpiercy-pc.gov.uk](http://www.daltonpiercy-pc.gov.uk)
- Email [Clerk@daltonpiercy-pc.org.uk](mailto:Clerk@daltonpiercy-pc.org.uk)
- Telephone 07535 157536

### NEIGHBOURHOOD POLICING

**Hartlepool has dedicated Police Officers and Police Community Support Officers (PCSOs) in each ward.**

Any suspicious or criminal acts on an allotment site (e.g. arson, theft, criminal damage or threatening behaviour) should be reported to the Police. It is important that these activities are logged with the Police in order for them to monitor illegal activities on allotments.

**Dial 101 - Non Emergency**

**Dial 999 in an Emergency**

Cleveland **CRIMESTOPPERS**

**0800 555 111**

Call anonymously with information about crime.

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