



TANKERSLEY
PARISH COUNCIL

Allotment Rules

2022

Allotments Acts 1908-1950
Animal Welfare Act 2006

As at 13 December 2021

1. Introduction

- 1.1 The Parish Council has power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment site.
- 1.2 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation
- 1.3 We may need to amend these rules from time to time. If we plan to do so, we will consult allotment holders at the time before making changes.
- 1.4 If amended rules are brought in, a copy of these will be provided to those directly affected as soon as is reasonably practicable. We will also provide a copy of current rules, on the Parish Council website and provide a copy on request, to anybody resident in our area.

2. Interpretation and Definitions

- 2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole in order to understand their full effect.
- 2.2 The headings and cross-referencing we have used are for convenience only and do not affect the interpretation of the rules.
- 2.3 The following words have the meanings set out here:
 - **We/us** means Tankersley Parish Council's members and staff responsible for its allotment service.
 - **You** means the tenant of a particular allotment.
 - **Allotment** means the particular allotment garden plot let exclusively to a tenant.
 - **Allotment site** means all the land held by us for allotment use on a particular site, including all the allotments exclusively let (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.
 - **Structure** means building, shed, greenhouse, shelter, animal run or hutch, polytunnel, pond or other similar construction on an allotment.
 - **Your contact details** means the address, telephone number and if appropriate e-mail address that you provide us with in the completed Privacy Notice or any change that you later notify us of.

3. Allocation of tenancies and other allotment users

- 3.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure, which is set out in Appendix 1.
- 3.2 An out-going tenant's particular circumstances or wishes have no influence over the allocation when the tenancy ends.
- 3.3 You may allow other people to come on to the allotment site and/or help you cultivate your allotment. But, subject to paragraph 3.5, you must not:
- assign your tenancy
 - sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anybody else
 - in any way, charge others for permission to use your allotment (or any part of it).
- 3.4 You are responsible for the conduct and activities of anybody you allow on the allotment site in accordance with paragraph 3.3.
- 3.5 Tenants and visitors must act responsibly when on an allotment and not cause a nuisance to local residents or other plot holders.
- 3.6 Only allotment tenants, guests of allotment tenants and council operatives are allowed on the allotments. The general public should not be accessing the allotments unless invited by a tenant or by the Parish Council.
- 3.7 In exceptional circumstances, for particular projects that have a community benefit, we may allow sub-letting of certain allotments. Such arrangements must be made with us in advance and may only go ahead if and when we give written permission.

4. Tenancy preliminaries

- 4.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year from 1 February to 31 January until it ends in accordance with paragraph 17.
- 4.2 Although your tenancy carries on indefinitely it is recognised that there is a need to keep the documentation updated. For this reason, the tenancy agreement will be replaced at least every five years.
- 4.3 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let.

Any dispute about boundaries may be referred to us and our decision is final.

4.4 Before your tenancy begins we will remove any structure which is unsound.

4.5 Subject to paragraph 4.4, you may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter

You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy offer, or ask us to reconsider our decision not to remove the remaining structure

5. Rent

5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (until 31 December) and you must pay it immediately.

5.2 Thereafter you must pay your rent on or before 1 January each year.

5.3 We will write to you at least three weeks beforehand with notification of the rent due for the coming year and details of how it can be paid

6. Use of your allotment

6.1 You must use your allotment wholly or mainly for the production of fruit and vegetables for you and your family or household.

6.2 You must not use your allotment for trade or business, camping or staying there overnight.

6.3 You must cultivate your allotment and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users.

7. Allotment cultivation

7.1 A minimum of 60 per cent of the plot area must be used for cultivation and crops. This area includes open ground and raised beds used for crops, as well as hen houses and runs, greenhouses, tunnels, managed compost heaps, fruit bushes and trees, and areas used for bee hives. But no more than 30% of the plot area can be taken up with structures such as hen houses and runs, greenhouses and tunnels.

7.2 Up to 40 per cent of your plot area may be for leisure and other non-cropped uses. This area includes all paths, sheds, and paving, as well as lawns, ponds, managed meadow and ornamental non-shrubby planting.

- 7.3 Your plot must be 60 per cent cultivated and produce a crop at least annually, with weeds being kept under control throughout the year. Cultivation includes pruning and training of fruit, or digging, hoeing or mulching for other cropped areas as well as the growing of green manures.
- 7.4 Plots will be expected to be 60 per cent worked in spring, with soil prepared and signs of crops or flowers being grown. Managed wildflower areas or cut grass under fruit will also be considered as cultivated land. In the winter, tidy plots free from seeding weeds will be considered as cultivated.
- 7.5 Some of your plot may be sheet mulched with a woven black membrane or black plastic. New tenants may mulch up to 50 per cent of their plot in year one.
- After year one 20 per cent of the plot may be sheet mulched in summer.
- 7.6 During winter months tenants may sheet mulch 100 per cent of their cultivated area. Where perennial crops are grown through sheet mulch then this area will be considered as cultivated and not part of the sheet mulched area.
- 7.7 After three months, or such other time as may have been agreed when the tenancy began, the tenant will have their first inspection. If the inspections shows that a new tenant has not made a recognisable start on their allotment, their tenancy will be ended.
- 7.8 If a tenant has a reason why they cannot work their plot, they must contact us and arrange an extension in advance of this inspection.

8. Boundaries and access

- 8.1 You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the allotment site or owners or occupiers of neighbouring premises.

New hedging may only be planted with our written agreement.

- 8.2 You must not:

- use barbed wire or razor wire under any circumstances
- erect fencing more than two metres high
- obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments
- enclose your allotment to such an extent that it is inaccessible for inspection by us.
- go on to other allotments except with the permission of the tenant

9. Structures

9.1 You must not install any structure (see definition in paragraph 2.3) on your allotment unless you:

- Obtain our prior written consent
- maintain it in reasonable condition.

9.2 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began.

9.3 If you fail to comply with paragraphs 9.1 and 9.2 we may:

- ask you to remove it
- remove and dispose of it ourselves if you fail to do so and charge you for these costs.

10. Waste restrictions

10.1 Building materials such as recycled doors, pallets, roofing materials, windows, and UPVC may only be brought onto the allotment for constructing permitted structures

10.2 If glass structures are broken on the plot, the tenant must remove broken glass from the allotment

10.3 Excessive quantities of any building materials are in breach of rules, however limited quantities of building materials such as blocks, bricks, metal or timber will be allowed as long as they are used to help grow crops

10.4 Some children's play equipment, including small swings and trampolines, will be allowed as long as they are kept in good repair. Paddling pools and bulky play equipment, including large trampolines and swings, are not allowed on site.

10.5 You may not use your allotment to store household furniture, leisure equipment or any other household items that are not used for cultivation.

Usable garden furniture for recreation purposes is allowed.

11. Potentially polluting materials

11.1 The following products are examples of materials not allowed on allotments as they may release polluting chemicals into the soil.

- Any non-crop related chemicals or fuels.

- 11.2 Only small quantities of crop-related licensed chemicals may be stored on the allotments. These must be stored according to the manufacturer's instructions in a safe, secure place and be for allotment use.
- 11.3 Excessive quantities of allotment litter, such as plastic pots, containers, sheeting or cans, may be liable to a waste notice as such materials can pollute the soil and spread onto other plots

12. Livestock

- 12.1 The only kinds of livestock you may keep on your allotment (subject to paragraph 12.2) are fowl (but not cockerels), rabbits and bees.
- 12.2 You must get our written permission to keep bees, inform of us your intention to keep fowl or rabbits, and (in all three cases) comply with the conditions for doing so.
- 12.3 Appendix 2 deals with the factors to be taken into account as regards permissions and the conditions for keeping livestock on your allotment.
- 12.4 If you fail to comply with paragraph 12.2, we may:
- ask you to remove livestock
 - remove and dispose of them ourselves if you fail to do so and charge you for these costs.
- 12.5 We may also proceed in accordance with paragraph 9.3 if it is necessary in the interests of public safety, for example to contain the spread of disease
- 12.6 As well as, or instead of, proceeding in accordance with paragraph 9.3, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy.

13. Use of the allotment site

- 13.1 You only have rights in respect of your allotment and the shared facilities of the allotment site.
- 13.2 Hedges – new hedging may only be planted in agreement with the Parish Council.
- 13.3 You must:
- respect the safety of other users of the allotment site

13.4 You must not:

- go on to other allotments except with permission of the tenant
- dump anything (including green waste) on vacant allotments or other parts of the allotment site
- make bonfires or open fires on the allotment site
Barbecues within contained units are permitted on plots but any gas cannisters used must be removed from the allotment site.
- in any other way make use of or cultivate vacant allotments or other parts of the allotment site
- have firearms (including air guns) or explosives on the allotment site.

13.5 You may only have dogs on the allotment site if you keep them on leads and clear up any dog fouling.

13.6 Allotment infrastructure – any tenant found to have interfered with Parish Council infrastructure eg water supplies and fencing provided by the Parish Council, will be in breach of rules and risk possible tenancy termination.

14. Nuisance and annoyance

14.1 You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people.

It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds.

- Rowdy behaviour, including excessive noise, shouting or swearing.
- Failing to maintain boundaries.
- Failing to keep livestock in accordance with part 9.
- Failing to comply with the rules as to use of the allotment site

14.2 You must not harass, intimidate or abuse anybody else on the allotment site.

14.3 Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.

- 14.4 Remember that you are responsible for other people you allow on to the allotment site (see paragraph 3.4).

15. Criminal activity and safe guarding

- 15.1 Tenants should report all criminal activity on the allotments to the police and, where possible, create a crime reference number. If the police investigate and find an illegal act has taken place, the Parish Council may then be able to take action.
- 15.2 Tenants who the Parish Council have reasonable grounds to believe have been undertaking criminal activity on an allotment site, and where this is supported with information from the police, will have their tenancy ended.

16. Enforcement and disputes

- 16.1 We may come on to your allotment at any time to inspect it. Paragraph 8.2 requires you to make your allotment accessible.
- 16.2 Unless it is urgent that we take immediate enforcement action against you, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.
- 16.3 During the first three months of your tenancy (or such other time that was agreed when you took out the tenancy), we appreciate that it may take some time to bring your allotment under proper cultivation.
- 16.4 If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.
- 16.5 In fairness to those on the waiting list, if it appears that you are not cultivating your allotment or you don't pay your rent on time, and you have not contacted us to give a reasonable explanation, we will take immediate steps to end your tenancy. Paragraph 17.3 explains how we may do this.
- 16.6 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 16.7 We may charge you for any costs we incur in taking action to deal with any breach of these rules.

16.8 If you are not satisfied with the service we provide, you can use our Complaints Policy and Procedures.

Details of our Complaints Policy and Procedures are on the Parish Council website.

www.tankersleypc.org

16.9 Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final

17. Ending the tenancy

A By you

17.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (but we can manage the allotment site and the waiting list more efficiently if you give us advance notice).

B Death

17.2 If you die during your tenancy, the tenancy ends immediately upon our being notified of or ascertaining the death.

C By us

17.3 We may end your tenancy by re-entry at any time after giving you one month's written notice if:

- the rent (or any of it) is unpaid 40 days after it is due (in other words, after 1 January in any year)
- we are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months (or such other time that was agreed) has elapsed since the beginning of your tenancy)
- you are not currently resident in the parish or resident within 1 mile of the parish boundary (as explained in Appendix 1, you must be a resident in the parish or live within 1 mile of the parish boundary when you take up an allotment tenancy).

17.4 We may at our discretion with regard to long term allotment users waive the residence requirement. The exercise of this discretion will be carried out formally and documented by the full Parish Council.

- 17.5 We may end your tenancy by re-entry at any time after giving you three months' written notice if the allotment is required for some other purpose.
- 17.6 We may end your tenancy, in any circumstances, by giving you 12 months' written notice, and provided that the notice period expires in the winter months (either on or before 6 April of any given year or on or after 29 September of any given year).

18. Matters arising at the end of tenancies

- 18.1 At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules
- 18.2 You may remove any structures that you have installed. Any that remain once the tenancy has ended will be removed by us or passed on to the next tenant (see paragraphs 4.3 and 4.4) at our discretion.
- 18.3 Anything else (including livestock) that remains once the tenancy has ended may be removed by us.
- 18.4 We may charge you our costs of putting right anything arising from your failure to comply with these rules.

19. Giving formal notice

- 19.1 When we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods.

- Handing it to you in person.
- Posting or delivering it to your address.
- Leaving it on your allotment in a sealed transparent envelope so it is clearly visible

- 19.2 Your contact details are the ones that you last notified us of in the context of your allotment (see paragraph 2.3).

It is your responsibility to notify us of any change of address and to your contact details during your tenancy and this should be done within 2 months of the change taking place.

- 19.3 When you need to give formal notice to us about your tenancy you must do so in writing and by any one of the following three methods

- Emailing it to the Clerk.

- Handing it to the Clerk.
- Posting or delivering it to the Clerk

If at the time there is no Clerk you may use any of these methods to give formal notice to the Chair of the Parish Council.

Appendix 1

Allocation of tenancies – waiting list procedure

Numbers in bold refer to the main rules (not the paragraph numbers of the Appendix)

This Appendix is supplementary to paragraph 3 of the rules and should therefore be read in conjunction with that part.

1. **Registering on the waiting list**

1.1 To register on the waiting list, applicants must contact the Clerk in writing (post or e-mail). They must complete and return a Privacy Notice

1.2 Prospective tenants must

- Be individuals (applications for the benefit of companies, associations or other organisations must be made on their behalf by a named person, who would remain responsible throughout the tenancy)
- Be over 18
- Be residents of the parish or live within 1 mile of the parish boundary
- Not be a member of a household that already has a plot on the allotment site

2. **Priority for allocating allotments**

2.1 The Parish Council maintains 2 waiting lists.

- List A is for residents of the parish.
- List B is for people who are not parish residents but live within 1 mile of the parish boundary.

2.2 Priority will be given to List A when allocating allotments.

2.3 If a large allotment plot becomes vacant it will be offered first to the tenants of the small plots on the allotment site.

If no tenant of a small plot wants the large plot it will be offered in accordance with paragraph 2.4 below.

2.4 When an allotment becomes vacant it will be offered to the person who has been on waiting list A for the longest time.

If for some reason the person offered the plot turns it down then the plot will be offered to the next person on Waiting list A. This will continue until the allotment plot is taken.

If no-one on Waiting list A wants the plot, or there is no-one else on Waiting List A, the plot will be offered to the person who has been on waiting list B for the longest time and the same process will apply.

2.5 The waiting list will be made public but to comply with data protection laws it will be pseudonymised.

2.6 Applicants will be removed from the waiting list when either they have accepted an offer or they have refused three offers.

In these circumstances (immediately or at any time thereafter) applicants may re-register on the waiting list (as new applicants with no accrued priority).

3. **Discretion and Flexibility**

3.1 We retain discretion to operate allocations with a degree of flexibility in order to meet local circumstances. We will do this to help make sure that those without an allotment tenancy and on the waiting list have a fair opportunity of being offered one.

3.2 We will consider requests by existing tenants to exchange allotments with each other or for another available.

NOTE

No allotments may be exchanged without our written consent and the completion of a new tenancy agreement.

Appendix 2

Livestock – permission and conditions

Numbers in bold refer to the main rules (not the paragraph numbers of this Appendix)

- 1. General Requirements for keeping livestock**
- 1.1 You may with our prior written consent keep bees, rabbits or fowl on your allotment.
- 1.2 The conditions for keeping all three kinds of livestock (fowl, rabbits and bees) are that you:
 - comply with all animal welfare legislation
 - make sure they have adequate housing, diet and water
 - arrange for them to be checked at least once a day (except bees, which need checking less often depending on season, location and risk eg vandalism)
 - provide us with two emergency 24-hour contact telephone numbers
 - post emergency contact details on your allotment in a conspicuous place in case you need to be contacted because of problems with your livestock when you are not on the site
 - comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs (DEFRA) (or such government department or agency that may replace DEFRA in respect of such restrictions or regulations)
 - dispose of carcasses in accordance with legislation and do not bury them on your allotment (or elsewhere on the allotment site)
 - remove all livestock and related equipment at the end of your tenancy.
- 1.3 You must ensure that your arrangements for keeping any of the three kinds of livestock comply with all parts of these rules. You should bear in mind, in particular, that you must:

- use your allotment mainly for the production of fruit and vegetables (see **paragraph 6.1**)
- not use it for trade or business (**see paragraph 6.2**)
- not cause a nuisance or annoyance (see **paragraph 11.1**).
In particular you must make sure that any livestock you keep does not encroach on to another tenant's plot.

1.4 You must also ensure that all structures for keeping any of the three kinds of livestock comply with part 8 and this Appendix, which supplements it. Remember that:

- you must get our written consent to install structures
- the number of animals you keep must be limited to the space available so as to meet welfare requirements and comply with all relevant legislation, regulations and conditions.

1.5 Keeping livestock carries particular responsibilities.

Failure to meet animal welfare standards may be a criminal offence and result in prosecution.

You should not acquire any of the three kinds of livestock, or related equipment until you have the necessary permission and are confident you can comply with the conditions.

2. **Permission and conditions for keeping bees**

Each application for permission will be considered on its particular merits.

We will consider the numbers of hives already kept nearby and the particular situation of your allotment.

Allotments next to roads are not suitable. Identical proposals to keep bees may, therefore, be treated differently depending on when they are made and where they are for.

If we consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of premises on Pilley Lane.

You must be able to demonstrate that you would be able to comply with the conditions for keeping bees, including, where appropriate, documentary evidence of qualifications, registration and insurance.

If permission to keep bees on the allotment is granted you **MUST**

- have a formal bee-keeping qualification, or have performed competently in both an approved theory and practical course and have a minimum of one years' experience of bee-keeping

- display emergency contact telephone numbers on your allotment
- register with the National Bee Unit
- maintain public liability insurance of £5 million or such other amount as is recommended by the National Bee Unit. You must provide us with a copy of your insurance.
- produce documentary evidence of your qualifications, registration and/or insurance within seven days, if required by us to do so
- only carry out handling at times when the number of people close by is likely to be minimal
- ensure hives are sited at a safe distance from neighbouring premises and enclosed with a two metre high screen, or other barrier
- remove the bees if required to do so by us, for example, because they are causing a nuisance.
- Remember that you must not store dirty or excessive amounts of unused bee-keeping equipment

3. Permission and conditions for keeping rabbits

3.1 The Animal Welfare Act 2006 makes it an offence to fail to:

- Provide a suitable environment for the rabbits
- Provide a suitable diet and fresh water
- Allow the rabbits to exhibit normal behaviour
- House several rabbits together as they are social animals
- Protect them from pain, injury, suffering and disease.

3.2 The rabbits must be provided with a grassed enclosure surrounded by fencing sunk at least 50cm into the ground and designed to keep out predators and prevent the rabbits from burrowing out.

3.3 In order to maintain healthy teeth and claws the rabbits must have daily access to the enclosure and must be provided with a gnawing block.

3.4 Within this enclosure, the rabbits require a large weatherproof and predator-proof home.

This must be raised off the ground, out of direct sunlight and protected against strong winds.

- 3.5 Within the home, each rabbit requires a separate, covered sleeping area and a clean layer of wood shavings and plenty of hay or shredded paper for bedding. The home must be cleaned every day and the bedding replaced weekly.
- 3.6 During the winter months additional protection is required against the cold; this may be insulating material wrapped around the home or a shed around the shed.
- 3.7 The rabbits must be provided with a mixed diet of grass, rabbit pellets, apples, carrots, dandelions, a good quantity of hay and a constant supply of fresh, clean drinking water in a drip feed bottle with metal spout.
- 3.8 Food must be stored in airtight containers in a vermin-proof location.
- 3.9 There may be no more than one rabbit per square metre of outdoor space and no more than three per square metre of the shelter.
- 3.10 You must keep a register of rabbits, giving full medication history. You must produce the register to us every 3 months or more frequently if requested.
- 3.11 We may seek veterinary advice regarding any animals that appear to be suffering or neglected. Where we seek veterinary advice regarding any animal, we may charge you the costs.

4. Permission and conditions for keeping fowl

- 4.1 You may keep hens (but not cockerels) and ducks under this agreement. If you wish to keep any other type of bird you must first receive our written consent.
- 4.2 The Animal Welfare Act 2006 requires that you:
- provide a suitable environment for the birds
 - provide a suitable diet and fresh water
 - allow the birds to exhibit normal behaviour
 - house social birds with others
 - protect them from pain, injury, suffering and disease
- 4.3 Subject to DEFRA restrictions regarding avian flu or any other notifiable disease, the birds must have daily access to an outdoor area and a suitable shelter (see below), with fresh water and food. There may be no more than one bird per square metre of the space outdoors and no more than three per square metre of the shelter.
- 4.4 The birds must be provided with a fully roofed shed giving shelter from cold, direct sunshine and extremes of weather, with clean bedding of straw or wood shavings and adequate ventilation and warmth.

4.5 The birds must be provided with a permanent run the structure of which is fully enclosed and includes a covered roof.

4.6 Hens require roosting perches and a dry place to dust bathe.

4.7 The area given over to the birds must be protected from predators such as foxes by suitable fencing around the shed and pasture area

The only acceptable form of fox control on an allotment is a commercial repellent.

4.8 A suitable balanced feed must be available at all times; laying hens require a calcium supplement and chickens must have access to insoluble grit to aid digestion.

If the birds have access to grass, keep this short to prevent long strands inhibiting digestion.

4.9 Fresh water must be provided and changed daily.

4.10 Young chicks must be provided with suitable drinkers which prevent them climbing in and drowning and ducklings must be provided with shallow troughs to avoid getting immature feathers wet.

4.11 The area around ducks' water troughs is likely to get muddy, so these should be moved frequently.

4.12 You must keep a register of birds, giving full medication history. You must produce the register to us every 3 months or more frequently if requested

4.13 We may seek veterinary advice regarding any animals that appear to be suffering or neglected.

Where we seek veterinary advice regarding any animal, we may charge you the costs.