

## **CULTURE & COMMUNITY DEVELOPMENT**

### **Allotment and Leisure Gardens Rules and Procedures**

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#### **1. Definitions and Interpretations**

- "The Council" means St Albans City and District Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.
- "Allotments" means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.
- "Allotment Tenant" means any person, 18 years or older and residing within the District Council area of St Albans, who is thereby entitled to rent an allotment plot situated within one of the Council's allotment sites.
- "Allotment Plot" means a defined area of land, within each allotment site, that is available to rent for an annual sum.
- "Allotment Rent" means the annual charge for renting an allotment plot for 12 months, from the 1<sup>st</sup> April to 31<sup>st</sup> March. This charge is reviewed annually by the Council, and notified in writing to all tenants 12 months in advance.
- "Concession Charges" means the reductions in annual charge for people's Rent who have retired at the national retirement age, or for people on low income.
- " Minimum Charge" means the minimum invoice amount that will be issued by the Council.

## 2. Eligibility Criteria and Allocation of Plots

- 2.1 To be eligible for an allotment a person must be 18 years or older and resident within the District of St. Albans (**Allotments Act 1908 Section 23 (1)**).
- 2.2 The Council will supply information regarding available plots, on a site by site basis, and provide site maps to allow applicants to visit and inspect potential plots before making a decision to confirm their interest in a particular plot. The Council also has informal arrangements with a number of existing allotment tenants who have agreed to show interested potential tenants around their site.
- 2.3 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.
- 2.4 All allotment plots are let on an as seen basis. The Council is not able to carry out improvement or clearance works for new tenants.
- 2.5 When a vacant plot is not available, the Council operates a Waiting List for each site. When a plot becomes vacant the person on the top of a list is given first choice for the tenancy. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”. Each list is operated independently for each site and due to the current high demand, people can only be added to one waiting list.
- 2.6 The Council rents out plots and half plots, and due to the increasing demand for allotment plots the Council is splitting a number of whole plots in order to increase the availability of space to prospective tenants. New tenants are being restricted to being able to rent either a plot or half plot, according to what becomes available at the time. Existing tenants who currently rent more than one plot will not be affected, but will not be allowed to increase their holding, or retain this larger number of plots if they make an application to change sites.
- 2.7 The Council has acknowledged the increase in demand for allotment plots, and in view of this, its key priority is to get people off the waiting list, and onto plots. It has, however, introduced a progression scheme for existing tenants. The aim of this scheme is to allow existing allotment tenants who have a half sized plot, and have outgrown their existing plot space, to apply to the Council to be added to a Progression List for their site. Those on these lists will be given the opportunity, as suitable plots become available, to exchange their half sized plot to a single full sized plot. For example, you have a half sized plot and are on the progression waiting list and a full sized plot becomes available, you will be given first refusal on this full sized plot and if you decide to accept the offer, you will be required, in

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exchange, to relinquish the tenancy of your current half sized plot. Your half sized plot will then be offered by the Council to the next person on the site waiting list

The progression list will be a stand alone list and will work in the same way as the existing site waiting list. The application and allocation criteria is as follows:

- The person must have been a tenant at the site for a minimum period of 12 months.
- They must not have received any Non Cultivation letters or Notices to Quit from the Council within the previous 12 month period.
- Must not currently hold more than one half sized plot.
- The named tenant must apply direct to the Council in writing or via email at [allotments@stalbans.gov.uk](mailto:allotments@stalbans.gov.uk)
- Plots are offered on an as-seen basis

2.8 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot. Where another person works the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person can make a representation to the Council, seeking the Council's agreement to take over the tenancy. The Council will consider such representations on a case-by-case basis.

2.9 Plot allocation is restricted to the equivalent of one full size plot per household. Tenants cannot go back on the waiting list for additional plots. However, see clause 2.7 for details on how to progress from a half sized plot to a single full sized plot.

### 3. Allotment Tenant Responsibilities

3.1 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to cause a nuisance to neighbouring plots. (see 6.3).

3.2 Tenants must only use their allotment plot for their own personal use, and must not use their plot to carry out any business or grow produce for sale.

3.3 The tenant shall not deposit, or permit to be deposited any refuse, rubbish or extraneous<sup>1</sup> matter on their plot, or any other part of the allotment site. All arisings from the permitted allotment activities shall either be composted on the plot, removed to the official site rubbish collection point or burnt as outlined in 3.4.

3.4 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders. Under the **Environmental Protection Act 1990** it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore the tenant must conform to the following requirements:

<sup>1</sup> Any matter which is not relevant/essential/pertinent to the use of an allotment.

- No bonfires are permitted between 1 April to 30 September
  - From 1 October to 31 March, bonfires are permitted on Tuesdays after 12pm and the first Saturday of the month after 12pm.
  - Bonfires must be extinguished, if not burnt out, by dusk.
  - Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift etc)
  - Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots.
  - Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.
  - Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
  - In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately
- 3.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.
- 3.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or in a boundary hedge
- 3.7 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.
- 3.8 The tenant shall not plant any shrubs, conifers or trees that are non fruiting, or have non edible fruits. When planting fruit trees such as apples, pears and plums, the tenant must use dwarf rootstock. At Burydell Allotment site the tenant must seek approval for planting fruit trees and soft fruit from the landlord – through the Council.
- 3.9 The tenant shall not, without the written consent of the Council, plant a hedge or install any type of fence around or on their plot.
- 3.10 Where a plot adjoins a boundary hedge or ditch, the tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches kept cleared.
- 3.11 The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots. On the Burydell Allotment site the tenant must seek approval from the landlord, through the Council, to bring a dog on site.
- 3.12 The tenant shall not keep, or allow other persons to keep animals or livestock (except hens or rabbits, but not cockerels) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to demonstrate

that this can be done in a way that is not detrimental to the health of the hens or rabbits, and will not cause a nuisance to other allotment tenants - S12 Allotments Act 1950. Any structure required to keep hens or rabbits on a plot is subject to the provisions of Section 5 of these rules.

- 3.13 The tenant shall not be permitted to keep bees and beehives on the allotments, without the written consent of the Council. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants.
- 3.14 The tenant shall not alter, or permit anyone to alter the water supply system on the allotments provided by the Council, and shall not connect or permit to be connected a hose pipe to the water taps.
- 3.15 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their Allotments (including any structure shed or greenhouse). Breach of this rule by any tenant may result in termination of the tenancy by the Council.
- 3.16 The Council reserves its right to change the allotment rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site noticeboard or by letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.
- 3.17 Disputes and Tenant behaviour
- 3.17.1 Any disputes between tenants should be referred to the Council and the decision of the council will be binding on all tenants involved in the dispute
- 3.17.2 Tenants shall not at any time use offensive language or offensive / aggressive behaviour towards other tenants, Council Officers or members of the public. The Council shall reserve the right to issue one month's Notice to Quit if this condition is not adhered to.
- 3.17.3 The Council operates a corporate complaints procedure, and details can be obtained from the Council.
- 3.18 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.
- 3.19 When using any pesticides or fertilisers on their plot, the tenant must:
- a) take all reasonable care to ensure that other plots, grass roads and paths, hedges and trees are not adversely affected, and must make good or replant as necessary should any damage occur.

- b) select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests.
- c) comply at all times with current pesticide regulations

3.20 The tenant shall not, without the written consent of the Council, install ponds on their plot(s). Requests to install ponds on allotment plot(s) will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:

- Size of allotment plot
- Proposed size of pond
- Proposed location of pond on allotment plot
- Proximity to communal paths and roadways

3.21 The Tenant is required when entering or leaving the allotment site to lock the gate behind them

#### 4. Council Responsibilities

4.1 The Council will provide and maintain computerised allotment records in accordance with **the Data Protection Act 1998**. The Council will also provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, [www.stalbans.gov.uk/allotments](http://www.stalbans.gov.uk/allotments)

4.2 The Council will provide and manage a notice board on each allotment site, and will permit allotment tenants and societies to use it to display suitable and relevant notices.

4.3 The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.

4.4 The Council will promote best practice on all its allotment sites, and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

4.5 The Council will provide, and maintain in good working order, a water supply to every site, with water access points spaced around the site. The Council will arrange to have the water supply turned off during the winter months (between the beginning of November and late March each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.

4.6 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. All keys provided by the Council remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.

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- 4.7 The Council will arrange for ground maintenance operations to be carried out on every site through its Grounds Maintenance contract. This will include grass cutting on all the roads, (but not the small paths between plots), boundary hedge cutting and the removal of allotment rubbish from the official site collection points. This work excludes designated communal plots which are managed by the allotment association or tenants' group.
- 4.8 The Council is willing to arrange, provided that there is sufficient demand, for autumn fall leaves that have been collected from parks and open spaces, to be delivered to allotment sites to be composted and used by allotment tenants.

## **5. Buildings and Structures**

- 5.1 The Council, as landlord, will give permission for tenants to erect one shed and one greenhouse on every plot with neither to be larger than 1.9 metres by 2.6 metres (approximately 6 feet by 8 feet). Written permission from the Council is required to erect any further provision or structure larger than this size, such as polytunnels. Such larger structures may also require planning permission.
- 5.2 Landlord's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.
- 5.3 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.
- 5.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith
- 5.5 Buildings and structures must not be installed on a permanent base, and must be at least 8 metres away from any riverbank.
- 5.6 When a tenant ceases their tenancy on a plot, they will be expected to remove their buildings and structures from the allotment site before their plot is re-allocated. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.
- 5.7 Tenants must not remove, demolish or alter in any way sheds or structures provided by the Council and the Council is not liable for loss or damage to any contents stored in sheds and structures owned by the Council.

- 5.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, lubricants or other inflammable materials.
- 5.9 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.
- 5.10 In relation to Nunnery 2, the footprint of the site is protected and is designated as a scheduled monument. The installation of any structure deeper than 15cm (6 inches) is therefore prohibited. A site plan showing the extent of the scheduled area is available on the Council's website: [www.stalbans.gov.uk/allotments](http://www.stalbans.gov.uk/allotments)

## 6. Site Management

- 6.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.
- 6.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers to meet allotment tenants, and to receive feedback.
- 6.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:
- A minimum area equal to 50% of the total plot should be cultivated and in active use during the main growing season (March to September)
  - The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum cultivation area is obtained.
  - Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass. The minimum cultivation rule is still expected.
  - The Council will allow new tenants a reasonable period of time to reach these standards, especially if they have taken over a plot in poor condition.
- 6.4 Any site problems should be reported to the Council as soon as possible.

## 7. Termination of Allotment Tenancy Agreements

- 7.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of

one month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

7.2 The Council reserves the right to cancel an allotment tenancy via one month's written Notice To Quit pursuant to **Section 30 (2) of The Allotment Act 1908** if:

7.2.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or

7.2.2 It appears to the Council that the Tenant of an allotment, not less than three months after the commencement of the tenancy thereof; is resident more than one mile outside the District for which the allotments are provided.

7.2.3 It appears to the Council, not less than three months after the commencement of the tenancy thereof, the Tenant is not duly observing the rules affecting the allotment plot/site (**The Allotment Act 1908 Section 28**), or any other term or condition of his/her tenancy;

7.3 Where the council issues a Notice to Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

7.4 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice To Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.

7.5 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months notice in writing pursuant to **Section 1 of the Allotments Act 1922**. In all other circumstances the Council shall give tenants 12 months written Notice To Quit expiring before 6<sup>th</sup> April or after 29<sup>th</sup> September in any year.

7.6 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

## 8. Charges

8.1 In March each year tenants will be sent an invoice in advance for allotment rent covering the forthcoming year -1<sup>st</sup> April to 31<sup>st</sup> March. New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until the 31<sup>st</sup> March. After that they will receive the annual invoice in March.

- 8.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in March, giving them 12 months notice of the introduction of any new allotment charges.
- 8.3 The Council's allotment charges include a 50% reduction for tenants who have reached the national retirement age, or who are on a low income.
- 8.4 A one off administrative charge of £10 is payable by new tenants. This amount is non-refundable. The 50% reduction criteria, as detailed in 8.3 also applies to this charge.

## 9. Change of Address and Notices

- 9.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.
- 9.2 Notices to be served by the council on the tenant may be:
- a) Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered', or
  - b) Served on the Tenant personally or
  - c) Left on the Allotment plot
- 9.3 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; **Interpretation Act 1978 Section 7.**

If you have any queries about these rules please contact the Allotment Team on 01727 819329.

**The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment sites.**