



Exeter
City Council

**ALLOTMENT GARDENS
RULES & CONDITIONS: 2014**

Introduction

- a) The City Council has the power to make rules in order to regulate and manage the letting and use of Individual allotments on its allotment sites.
- b) The Tenant is bound by the City Council's Rules and Conditions and by any relevant legislation being at the time in effect.
- c) Changes to these rules apply to all Council Allotment tenancies and the revised Rules replace those previously in force.
- d) These Rules apply in general to all the Council's allotment sites. Any specific variations will be notified to the Tenant to whom it applies.
- e) These Rules may be amended from time to time and a copy of these will be made available as defined under 'Notification'.
- f) Failure to comply with the Rules or conditions of tenancy will result in action being taken to terminate the tenancy.
- g) The Council accepts no responsibility for loss by accident, fire, theft or damage on any Allotment. Tenants are advised not to store any items of value on the allotment.
- h) Any costs incurred by the Council in undertaking works in default of a Notice or clearing away any material at the termination of the tenancy will be recharged to the Tenant.
- i) At the commencement of the tenancy the Tenant shall assume responsibility for all items on the Allotment.
- j) The Council reserves the right to alter, amend or suspend these rules in relation to a specific Tenancy.

Terms and Interpretation

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

Allotment: An Allotment Garden (as defined Allotment Act 1922) is an area of land that is let by the Council for the cultivation of vegetable crops, fruit, flowers and herbs.

Authorised officer: The Service Manager (Business & Commercial Operations) or an Officer of the Council delegated by them to perform the function.

Cultivation: Keeping the Allotment in good productive order or maintained in a manner acceptable to the Authorised Officer. The maintenance and improvement of soil, the control and prevention of flowering weeds and self set plants which may be a nuisance to other tenants, the production of ornamental plants, vegetable crops, fruit, flowers and herbs.

Notice: A formal direction to an individual Tenant served under the Conditions of their Tenancy (whether oral or in writing)

Notification: Any general information regarding the management of the Allotments which will be displayed as follows

- The City Council's web site
- By Notice affixed at the Entrance of the Allotment site
- By Notice available at the Council's offices

Paths: Dividing paths between Allotments.

Principal Path: A common route within the site for vehicular and pedestrian access to allotments.

Rent: The annual rent payable for the tenancy of an Allotment.

Site: Any area of Allotments that are grouped together.

Structure: A building, shed, greenhouse, shelter, hard standing, animal run or hutch or poly tunnel.

Tenancy agreement: A legally binding written document which together with the Rules and Conditions records the terms of letting of a particular allotment(s). The Tenancy confers rights, privileges and responsibilities to the Tenant over the Allotment and shared facilities of the site.

Tenant: A person that resides within the City boundary, who holds the Tenancy Agreement and is the primary user of an Allotment.

The Council: Exeter City Council.

Rules:

1. Assignment and Sub-letting

- The Tenancy of an Allotment is personal to the Tenant named on the agreement
- The Tenant may not assign or sublet all or part of their Allotment or structures thereon.
- The Tenant may share the use of the Allotment and or structures by agreement with the Authorised Officer.
- The tenant or their visitors may not enter onto or cross another Allotment without the express permission of the Tenant of that Allotment or in the case of a vacant Allotment, the Authorised Officer.

2. Cultivation and Weed Control

- The Allotment is let on the condition that it is maintained in a state of proper Cultivation and must be maintained in such a manner that 60% of the area is in a state of active Cultivation unless by agreement with the Authorised Officer.
- It is the Tenant's responsibility to keep the Allotment free of weeds & seeds that may cause a nuisance to adjoining Tenants.

3. Trees, Hedges and Invasive Plants

- The planting of trees on the Allotment (with effect from 1/10/2014) is restricted to those on dwarfing rootstocks.
- Tenants must not, without consent of the Authorised Officer, cut or prune any trees outside their own Allotment.
- Large or invasive plants including (but not confined to) bamboo, willow and forms of hazel may not be grown on the allotment.
- Tenants are responsible for maintaining any hedge or fence on their Allotment. Hedges abutting the Allotment should be trimmed so as not to obstruct pedestrian or vehicular access or restrict the use of adjoining Allotments.

4. Water storage and Ponds

- Ponds must be temporary and should not be constructed of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any Principal Path or path.
- The maximum surface area for a pond is 2.5 square metres and will be no deeper than 50cm deep. Ponds should be protected sufficiently to prevent potential accidents.
- Water storage containers must be suitable and deemed appropriate by the Council for the purpose.

5. Allotment Use and Storage

- Tenants must use their Allotment and any structures on it for their own personal use and must not carry out any business thereon or sell produce from it.
- The Tenant may use the Allotment only for those horticulture purposes that the Council deems appropriate.
- Only materials for use on the Allotment may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- Storage of other items is not permitted.

6. **Water, Bonfires & Other Restrictions**

- Hosepipes or similar siphoning devices are not to be used to remove water from any water trough and Tenants must take every precaution to prevent contamination of the troughs or water supplies, e.g. tools and containers should not be rinsed in the troughs.
- The water supply to the site will be turned off between the 1st October and 1st April to avoid frost damage to pipes
- Bonfires are permitted only between 1 October and 31 March and only on Tuesday afternoons or the first Saturday afternoon of the month.
- Nuisance to neighbours must be avoided
- All bonfires must be extinguished by dusk
- No material other than that produced on the Allotment may be burnt.
- The use of accelerants is prohibited.
- Only dry vegetable material may be burnt.
- All potentially hazardous materials should be removed from the allotment site and disposed of at the relevant civic amenity site.
- Tenants may not remove soil or similar materials from the site.

7. **Waste Materials and Pollutants**

- Waste material, including green waste, may not be brought onto the Allotment site.
- Compostable material originating from the Allotment must be stored for use in a composter or purpose built enclosure.
- The use of concrete for shed bases, glass houses or for paving, or any solid brick and cement structures is not permitted. (dry laid concrete slabs are permitted)
- The Tenant must not allow any decaying matter to remain on the Allotment Garden which may cause a nuisance or annoyance.

8. **Structures Paths and Fences**

- 8.1
- **The written permission of the Council is required before any structure may be placed on an Allotment.**
 - Any structure on the Allotment must be temporary and must be maintained in safe condition.
 - Structures shall be made from non hazardous materials and shall be in keeping with the general environment. The use of tyres and similar materials is not permitted.
 - If the Council is not satisfied with the condition of the structure the Tenant must either repair it to the Council's satisfaction or remove the structure within one month of an instruction to do so.
- 8.2
- **Structures must be adequately secured.**
 - Structures must be kept within the boundary of the Allotment and must not be constructed over underground utilities (e.g. water supply pipes).
 - Solid fences adjacent to neighbours Allotments should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.
 - The use of barbed (type) wire is prohibited
 - No materials, plant or structures are to be attached to Council fencing.

8.3 Structures at the termination of the Tenancy

- The Council accepts no responsibility for structures left on the allotment at the termination of the tenancy.
- Any such structures should be removed by the outgoing tenant unless it is left by agreement in writing with the Authorised Officer for the benefit of the incoming tenant or others on the site.

8.4 Paths & Principal Paths

- All paths between Allotments must be maintained at a minimum of 600mm (2 feet) wide and be cut and maintained to the nearest half width by each adjoining tenant.
- Paths must be kept clear of obstructions at all times.
- Principal Paths must not be obstructed or parked on by vehicles.

9. Dogs, Livestock and Bees

- Dogs must not be brought onto any Allotment unless they are kept on a lead or otherwise restrained at all times. Dogs may not foul the site or stray onto other Allotments
- The burial of animals on any Allotment land is strictly forbidden.
- Any Allotment holder contemplating keeping bees on their Allotment must contact the Council and a Bee Agreement finalised and agreed by both parties prior to the bees being sourced.
- No animals or livestock (other than bees, hens and stock rabbits) may be kept overnight on Site.
- A maximum of ten hens or four stock rabbits, (being rabbits more than six months old), may be kept on any ten Rods of Allotment Garden.
- A maximum of two Rods (approx 50m²) of each 10 Rod (approx 250 m²) Allotment may be used for keeping hens and 1 Rod (approx 25m²) for rabbits.
- Tenants who wish to keep livestock or bees on Allotments smaller than 10 Rods (approx 250 m²) must obtain the prior written consent of the Council so to do.
- Any part of the Allotment used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Council.

10. Rent

- Rents will be reviewed and will rise by the amount agreed by the Council prior to the 1st April each year.
- Rent increase will apply to all tenants irrespective of whether the individual tenant has been advised of the increase. It is the tenant's responsibility to acquaint themselves of the increase.
- Any increase in rent will apply from the 30th September of each year and will be announced by way of a Notification.
- If the rent remains unpaid for a period of more than 40 days from the due date, the Allotment shall be considered vacant and will be re-let.
- The rent year runs from 30th September. Tenants taking up an allotment within the rent year will be required to pay for the remainder of the year pro rata.
- A tenant may relinquish their Allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- The tenant must remove any items or derelict structures from their Allotment before the end of their tenancy.

11. Observance of Rules

- These Rules supersede any previous rules in force on Allotment Gardens or land managed in a similar way by the City Council.
- The Authorised Officer reserves the right to amend or waive any Rule in respect of a particular Tenancy where they consider the need is justified.
- Tenants must observe and comply with current rules and regulations and those which the

Council may make at any time in the future.

- Rules will be posted online on the Council website www.exeter.gov.uk, and will be displayed either on Site notice boards or gates.
- Tenants must comply with any reasonable or legitimate directions given by the Authorised Officer in relation to an allotment or site.
- If a Tenant fails to use or keep their Allotment in compliance with these Rules they shall be served a Warning Notice giving them 28 days to remedy the situation as specified.
- Failure to comply with the requirements of the Warning Notice will result in a Notice to Quit the Allotment.
- The Notice to Quit will require the Tenant to deliver vacant possession of the Allotment within one calendar month of the date of service of the Notice.
- It is the Tenant's responsibility to notify the Council in writing if they are unable for health or other reasons to maintain their Allotment.
- A Warning Notice will be served before a Notice to Quit except where in the opinion of the Council's Service Manager the use of the Allotment or the behaviour of those associated with it is such that the Tenancy should be terminated immediately.
- A Notice to Quit will be served if two previous Warning Notices have been served during the course of the tenancy.
- The Authorised Officer reserves the right to enter onto the Allotment without prior notice to inspect the condition thereof or undertake emergency repairs.

12. Site Safety and Security

- No Tenant may cause or permit harassment, alarm or distress to another occupier or user of the Site.
- It is the responsibility of the Tenant to ensure that their use and occupation of the Allotment does not represent a danger to themselves or other visiting the Site.
- Anything on the Allotment which is considered hazardous by an Officer of the Council shall be removed.
- Storage of fuels, other than small amounts (5 litres) for immediate use is prohibited.
- Tenants may not bring, use or allow the use of barbed or razor wire or any similar material on the Allotment.
- All Tenants must lock gates on entry and departure to prevent access by unauthorised people or animals. This applies even if the gate is found to be already unlocked on arrival / departure.
- The Tenant is responsible for the behaviour of children and adults visiting the Allotment.
- Nothing shall be done on the Allotment that will cause a nuisance to users of the other Allotments or those adjoining the Site.

13. Vehicles, Tents and Caravans

- Motor vehicles may only be parked with a designated parking area.
- Caravans and live-in vehicles are not permitted on any Allotment land overnight.
- The overnight use of tents or other temporary structures is not permitted on the Site.

14. Allotment numbering and Notices

- Tenants must mark the Allotment number on the outside of a shed or greenhouse, or on a post, and keep it visible from the Principal Path or main access path.
- Only Site Society or Association, Federation and Council information may be displayed on Allotment notice boards, where provided.

15. Change of Address and Notices

- Tenants must immediately inform the Council in writing of changes of address and contact

details.

- If a Tenant moves to an address outside of the boundary of the Exeter City Council their tenancy will be terminated.
- Notices to be served by the Council on the Tenant may be sent to the Tenant's address in the Tenancy Agreement (or as subsequently notified to the Council under these rules) by ordinary post or served on the Tenant personally; or placed on the Allotment.

Written information for the Council should be sent to Exeter City Council or by email to allotments@exeter.gov.uk

16. Interpretation of Rules, Disputes etc

- Interpretation of these rules will be made by the Authorised Officer.
- The Council's decision in any dispute is final and is delegated to the Service Manager (Business & Commercial Operations) in consultation with the Portfolio Holder for Environment, Health and Wellbeing.
- Where allotment tenancies are rented to a group they are collectively subject to additional rules issued by the Authorised Officer.

17. Tenancy Termination

The Tenancy will be terminated where the right of occupation of the land by the Council is terminated.

Otherwise the Council will give the tenant one month's written Notice to Quit if:

- The rent is in arrears for 40 days or more (whether formally demanded or not)
- The Tenant is in breach of any of these rules or of their tenancy agreement
- The Tenant no longer resides within the City
- The Tenant has given 28 days' notice to terminate the Tenancy either by post to Exeter City Council Civic Centre Exeter.EX1 1JN or by emailing allotments@exeter.gov.uk giving details of the Allotment name and the Allotment number.
- Upon the death of a Tenant, their partner may apply to the Council within four weeks to take over the Tenancy.

Any costs incurred by the Council in respect of the condition of the allotment at the termination of the tenancy will be recharged to the outgoing tenant.