



# **CITY OF EXETER**

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# **ALLOTMENT GARDENS RULES & CONDITIONS**



**Exeter City Council**

COMMUNITY AND ENVIRONMENT DIRECTORATE

## 1. DEFINITION OF TERMS

" City Council" means Exeter City Council and includes any Committee of the Council or any officer appointed by the City Council under the Allotments Acts 1908 - 1950

" Rules" means these rules and conditions (regulations).

" City" means the City of Exeter.

"Allotment Officer" means the duly authorised employee of the City Council whose role is to oversee the allotments.

"Manager" means the area allotment manager of a Site who deals with day-to-day matters.

"Allotment Garden" means an area of land used primarily for the production of vegetables and fruit, but which can also be used for the keeping of certain livestock, and the cultivation of other plants.

"Site" means the entire area of land comprising of Plots, the boundaries, tracks, structures, etc.

" Plot," means an area of ground marked out for use as an Allotment Garden, normally in multiples of 25 m<sup>2</sup>. Most plots are 250 m<sup>2</sup>.

"Rod" means 25 m<sup>2</sup>

"Tenant" means a tenant of an Allotment Garden

## 2. ELIGIBILITY OF PERSONS TO TENANT AN ALLOTMENT PLOT

Any person, who is resident or works in the City, is eligible to become a Tenant. The Tenant must be the person / s who will undertake work on the Plot. The City Council and the Manager reserve the right to refuse to allocate more than one Plot to one individual.

## 3. APPLICATION FOR TENANCY OF ALLOTMENT GARDENS

Every application for an Allotment Garden should be in writing to the Manager who will record details of the application. All applications will be recorded in date order of receipt and where a waiting list occurs, Plots will be offered to applicants in this order.

## 4. AGREEMENTS FOR LETTING ALLOTMENT GARDENS

A tenancy agreement must be entered into between the City Council and the Tenant on take up of tenancy of a Plot, at which time a copy of these Rules will be supplied to the Tenant. The agreement to let an Allotment Garden to an applicant may be signed by the Manager on behalf of the City Council.

## 5. PAYMENT OF RENT

The rent of an Allotment Garden is set at a fixed amount for each Rod and must, unless otherwise agreed in writing with the Allotment Officer, be paid yearly in advance on or about the 25th day of March. The rent per Rod is published in the City Council's Fees and Charges booklet. Rent for tenancies commencing after this date shall be pro-rata.

## 6. POWER TO INSPECT ALLOTMENT GARDENS

Any member, manager or officer of the City Council is entitled at any time to enter and inspect any Allotment Garden.

## 7. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

7.1 The tenancy of an Allotment Garden will, unless otherwise agreed in writing, terminate in the following circumstances:

- 7.1.1 Upon the death of the Tenant. It is the responsibility of the deceased's' family to apply to the City Council if they wish to continue the tenancy in their own right.
- 7.1.2 Whenever the tenancy or right of occupation of the City Council terminates, or is known to be or can reasonably be expected to be terminating. (e.g. the land is leased to the City Council and the landowner does not wish to renew the lease).
- 7.2 The tenancy of an Allotment Garden may also be terminated by the City Council by re-entry after one month's previous notice in writing: -
  - 7.2.1 If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not; or
  - 7.2.2 if it appears to the City Council that the Tenant not less than three months after the commencement of the tenancy, has not duly observed the Rules or any other term or condition of the tenancy.
  - 7.2.3 if the Tenant becomes bankrupt or compounds with his creditors.
- 7.3 The City Council may also terminate the tenancy by twelve month's notice in writing expiring on or before the 6<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year. The Tenant may end their tenancy by giving one months notice.

**NOTE:** See General Conditions.

- 7.4 When a Tenant fails to keep the Plot assigned to them in a good state of cultivation, a "Notice of Non-Cultivation" shall be served giving 28 days notice to comply with the Rules.
- 7.5 If the breach of tenancy has occurred due to factors other than non-cultivation, e.g. storage of materials not for use on the Plot, a "Notice of Non- Compliance" shall be served giving 28 days notice to comply with the Rules.
- 7.6 The City Council or the Manager will only serve **one** Notice of Non-Cultivation or **one** Notice of Non- Compliance during the lifetime of the tenancy agreement to a Tenant (s). If the Tenant (s) after the initial notice, fails to comply with the Rules within the required period, the City Council shall be entitled to terminate the tenancy in accordance with 7 (2) above.
- 7.7 It is the Tenants' responsibility to contact the Manager or Allotment Officer if they are unable for health or other reasons to maintain their Plot. It would be appreciated if any Tenant intending to give up their tenancy informs the Manager or Allotment Officer.

## **8. LIABILITIES ARISING FROM LOSS OF TENANCY**

When the tenancy has terminated the Tenant will be liable, unless it is because of death, to remove such items as remain on the Plot to enable it to be re-let to another tenant in good condition and without warranting undue cost to the City Council. If the Tenant has died it will be the responsibility of the next of kin to arrange the removal of property, but the City Council will take into account the circumstances.

If the Plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish then the leaving Tenant shall be required to re-imburse the City Council for reasonable costs.

## **9. EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES**

Some or all of these Rules may be waived in certain circumstances provided that an authorised officer of the City Council records any such exemptions. An example may be where land is let to an Association or group.

Except where such exemptions are recorded, these Rules shall apply to any Allotment Garden held under a tenancy made before these Rules came into operation, but not so as to affect any right to compensation for an improvement executed before these Rules came into operation.

## **10. SERVING OF NOTICES**

Any notice may be served on a Tenant either personally or by leaving it at his last known place of residence, or by letter addressed to him there, sent by registered post or the recorded delivery service, or by fixing the same in some conspicuous manner on the Allotment Garden.

## **11. REPEAL OF RULES PREVIOUSLY IN FORCE**

These Rules supersede any previous rules in force on Allotment Gardens or land managed in a similar way by the City Council.

## **12. ADDITIONS TO RULES**

From time to time the City Council may add additional Rules as are necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof.

## **13. KEEPING OF HENS AND RABBITS**

- 13.1 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. The stocking levels of chickens and rabbits should comply with guides to good husbandry as laid down by current legislation and accepted good practice.
- 13.2 A maximum of one Rod of each 10 Rods of Allotment Garden may be used for keeping hens or rabbits.
- 13.3 Tenants of Plots smaller than 10 Rods (250 m<sup>2</sup>) may apply to the Manager, each application will be considered on its' merits. The Manager's decision is final.
- 13.4 Any part of the Allotment Garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the City Council.

## **14. OTHER ANIMALS AND BEES**

No animals other than hens or rabbits may be kept on the Plots. Tenants may apply to their Manager for permission to keep bees on Allotment Gardens. Each application will be considered on its merits, but the beekeeper must be a Tenant, and have valid insurance cover, preferably through membership or affiliation of the British Bee Keeping Association.

## GENERAL CONDITIONS OF TENANCY

The Tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy of all Plots held by the Tenant being terminated. The City Councils' decision is final. See also 7 above.

- 1) The tenant will not use the Allotment Garden for any other purpose than as an Allotment Garden as defined in Section 22 of the Allotments Act 1922.
- 2) Except when in use the gates to the Site MUST be closed and locked at all times to ensure no unauthorised access to the Site.
- 3) The Tenant will keep the Allotment Garden clean, tidy, fertile and in a good state of cultivation. Cultivated plants should be maintained in active, healthy growth with care being taken to minimise the growth of invasive or alien species, noxious weeds and other species that are subject to legislative control.
- 4) Aggressive behaviour will not be tolerated. The Tenant will not cause any nuisance or annoyance to the occupier of any other Allotment Garden to any neighbour adjacent to the Site, or the City Council or its employees. The Tenant is to act in a reasonable manner at all times and not indulge in activities that could be deemed anti-social. Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the Site e.g. Tracks, paths, fences, gates etc.
- 5) Bonfires may only be lit at the times and under the conditions as stated in the Bonfire Rules, see Annex 1.
- 6) The Tenant will not underlet, assign, or part with the possession of the Allotment Garden or any part of it, without the written consent of the City Council.
- 7) The Tenant will not, without the permission of the City Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay. This does not affect routine pruning of the Tenant's own trees and hedges on the Allotment Garden. Tenants are responsible for maintaining the boundary hedges to the Site where they abut the Plot /s.
- 8) The Tenant will not erect any building or structure that could be reasonably be deemed a building, shed, glasshouse, polytunnel or similar on the Allotment Garden without the permission of the Manager: Any such structure must be of a non-permanent construction that will allow it's removal at some point in the future and should not exceed 2.7 m (8') x 2 m (6'6") x 2 m (6'6") high, and be of a type approved by the City Council, for keeping hens or as a general purpose shed. Rabbit hutches should be no larger than 2 m ( 6'6") x 1 m ( 3' 3") x 1 m (3' 3") In the case of glasshouses, consent will be given to structures less than 2.7 m(8') x 2 m (6'6") x 2 m (6'6") high, and polytunnels up to 6.6 m (20') x 2.7 m (8') high. In applying for consent, particulars of the size, materials proposed to be used and the position of the structure should be detailed. An application form can be obtained from your Manager. Unightly structures will be required to be removed / rebuilt.
- 9) Barbed wire or other similar materials must not be used in such a manner as to impede or restrict any path, track or other areas, which may reasonably be expected to be used to provide access to other legitimate users of the Allotment Gardens.
- 10) The Tenant must observe and perform all conditions and covenants contained in the lease (if any) under which the City Council hold the land.

- 11) The Tenant must not allow any decaying matter to remain on the Allotment Garden which may cause a nuisance or annoyance, or deposit any matter in the hedges, ditches or dykes situated in the Site or on land adjacent to the Site. The Tenant is expected to compost all waste material and to maintain the fertility of the soil on their Plot(s). Compost containers not to exceed 1.5 m (4' 6") high x 5 m (15') x 2 m (6') and must not be made of or contain toxic material.
- 12) No dogs are to be brought onto the Site unless on a lead. Under no circumstances will dogs be allowed to foul the Site.
- 13) The Tenant will observe and perform any other special condition which the City Council consider necessary to preserve the Allotment Garden from deterioration, or to comply with any other legal and legitimate requirement made of or by the City Council.
- 14) A 600mm(2') path must be maintained and not obstructed by the Tenant where such paths have been provided.
- 15) 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, eg. Contaminated containers should not be rinsed in the troughs.
- 16) The Tenant must not enter any Plot, other than their own, without the permission of the relevant Plot holder, or in the case of a vacant Plot, the Manager.
- 17) Tenants are required to notify the City Council or Manager of any change of address and telephone number.
- 18) The Tenant shall not park a vehicle anywhere on the Site other than within the defined parking area. No vehicle, trailer or similar equipment is to be left on the Site when the Tenant is not present.
- 19) No toxic or hazardous materials should be stored without the permission of the Manager, and where such permission is given it remains the Tenant's responsibility to ensure such materials are stored safely and securely. Any pesticides must comply with current legislation regarding their use and storage. The storing of material other than for direct and immediate use on the Plot is prohibited. All such materials must be stored in a safe manner e.g., glass for cloches, and not be allowed to become a hazard or nuisance to others e.g., sheet materials should be secured against blowing away in high winds.
- 20) The Tenant shall not erect any notice or advertisement upon the Allotment Garden or the Site
- 21) The Tenant must at all times observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment Garden.
- 22) The Tenant must not leave any tools or other equipment unattended on common pathways or other areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.
- 23) The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the City Council accepts no responsibility for the loss of or damage to such items however caused nor does the City Council accept any responsibility for any injury caused by such items howsoever caused.

# **ANNEX 1**

## **BONFIRES ON ALLOTMENTS**

Please compost rather than burn. Many weeds, and in fact almost any non-woody plant can be composted; provided that sufficient heat is generated composting will destroy weed seeds. However, pernicious weeds such as Japanese Knotweed and plants infected with fungal diseases like Club Root, Downey Mildew or White Rot should be burnt (when dry) or taken to an approved tip.

Please move stored material that is to be burnt to a new location prior to starting the fire to ensure that any animals etc. within can escape.

**PERMISSIBLE BURNING TIMES: 1<sup>st</sup> OCTOBER to 31<sup>st</sup> MARCH**

**Tuesdays: After 12 p.m.**

**First Saturday of the Month only: After 12 p.m.**

**BONFIRES MUST NOT BE STARTED BEFORE 12PM & MUST BE EXTINGUISHED, IF NOT BURNT OUT, BY DUSK.**

- **NO MATERIAL OTHER THAN THAT PRODUCED ON YOUR PLOT IS TO BE BURNT.**
- **ONLY BURN WHEN SUITABLE WEATHER CONDITIONS PERMIT TO AVOID CAUSING A NUISANCE TO LOCAL RESIDENTS.**
- **ONLY ORGANIC MATTER SUCH AS WOOD, PRUNINGS AND DRY VEGETABLE MATTER TO BE BURNT.**
- **START YOUR BONFIRE WITH A SMALL PILE, WHEN IT IS VERY HOT ADD MORE MATERIAL TO IT GRADUALLY. WAIT UNTIL THIS HAS VIRTUALLY BURNT, THEN ADD MORE ETC.**
- **NON-VEGETABLE MATTER SUCH AS PLASTIC, RUBBER, ROOFING FELT OR BITUMEN, CARPET. ETC SHALL NOT BE BURNT. FLAMMABLE LIQUIDS SUCH AS OLD SUMP OIL SHALL NOT BE BURNT OR USED TO LIGHT FIRES.**
- **EXTINGUISH THE BONFIRE BEFORE LEAVING THE SITE - DO NOT LET THE FIRE SMOULDER AFTER YOU HAVE GONE.**
- **ONLY BURN ON YOUR OWN PLOT, DO NOT LIGHT FIRES FOR OTHERS.**
- **IN THE EVENT OF A REASONABLE COMPLAINT TO THE PLOTHOLDER FROM ANOTHER TENANT, OR A MEMBER OF THE PUBLIC, WITH REGARD TO A NUISANCE BEING CAUSED THE BONFIRE MUST BE EXTINGUISHED IMMEDIATELY.**

**PLEASE NOTE: ANY VIOLATION OF TIMES OR CONDITIONS WILL LEAD TO TERMINATION OF TENANCY.**

*Exeter City Council will not accept liability for any loss, damage or nuisance caused to other plots or adjacent land, nor any injury caused by bonfires. Any such loss, damage, nuisance or injury caused will be regarded as the responsibility of the person lighting the fire.*