

## Allotment Rules and Regulations

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These rules and regulations are made in line with the Allotments Act 1908 to 1950 and apply to all allotments owned and rented by Bishop Auckland Town Council, whether association managed or otherwise.

Any reference to 'Council' means Bishop Auckland Town Council.

### 1. Tenancy Agreement

- 1.1 All plots are let on an annual basis, with the rent year running from 1<sup>st</sup> April to 31<sup>st</sup> March.
- 1.2 In order to continue a tenancy plot holders must:
  - a. Sign and return a copy of the Tenancy Agreement to the Council by 1<sup>st</sup> April each year.
  - b. Pay the required rent within 40 days of the issue of the invoice.
  - c. Manage their plot, in accordance with these 'Rules and Regulations'.
  - d. Observe and comply with any amendments to these rules, which may have been made. These changes will be displayed on the site notice boards and may be sent out with the annual Tenancy Agreement.
- 1.3 The rent is non-refundable.
- 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.
- 1.5 The Council, as landlord, retains all rights and powers over the land.
- 1.6 The Council reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.
- 1.7 Any rent increase will occur on 1<sup>st</sup> April each year; however, tenants will receive 12 months' notice of any variation to this amount.
- 1.8 The Council's 'Allotment Rules and Regulations' apply to all tenants, be they existing or new, including self managed sites.

Where devolved management agreements exist, additional rules may be added, but only with the Council's written agreement.

### 2. Age and Residency for Allotment Tenancies

- 2.1 Allotment garden tenancies will only be granted to residents of Bishop Auckland and who are a minimum of age 18 years.
- 2.2 The allotment garden can only be held in one name at a time. Joint tenancy agreements will not be allowed. (But see 4. Co-workers).

### 3. Allocation

- 3.1 Allotments will be allocated from a waiting list held by the Council (or Association where applicable) on a “first come, first served” basis. However preference will be given to applicants that do not already have an allotment tenancy with the Town Council.
- 3.2 Applicants may be placed on the list for more than one site.
- 3.3 Applicants will be placed on the list in date order upon receipt of a completed application form.
- 3.4 If an applicant refuses more than one offer of a plot they will be removed from the list. They will be entitled to re-apply, but their position on the list will be determined by the date of the new application.
- 3.5 It is the responsibility of all applicants to keep the Council informed of any change in their personal details. The Council will periodically write to those on waiting lists to ensure details are correct and that an individual wishes to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.
- 3.6 The Council reserves the right to:-
  - a. refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues.
  - b. suspend the allocation rules in order to manage allotments sites, e.g. to transfer a current tenant to another allotment plot, to amalgamate a vacant plot into an adjacent plot so that the land can be used more effectively. (This list is not exhaustive).

### 4. Co-workers

- 4.1 A co-worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. Co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co-workers is not permitted. The tenant must have a regular involvement in the maintenance of the allotment garden. The tenant continues to be responsible for the plot even if he or she nominates a co-worker
- 4.2 The Council will allow the tenant of an allotment plot to register another person as described in 4.1 above as an “allotment co-worker”. The tenant is responsible for the co-worker and must inform the Council of co-worker arrangements by submitting an Allotment Co-worker Agreement; this must be signed by both the tenant and the co-worker. A tenant may register only one co-worker.
- 4.3 Co-workers are obliged to abide by the Allotment Rules and Regulations. Any breaches of the Allotment Rules and Regulations will result in a review of the tenancy. The tenant therefore is responsible for the co-worker’s actions at all times. Both tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of, and comply with, the allotment tenancy rules.
- 4.4 Transfer of tenancy to co-workers will only be considered if the co-worker has been registered for a period of three years or longer than the next person to be offered a plot on the waiting list.
- 4.5 A co-worker can only be registered as a co-worker on one Town Council allotment garden tenancy.
- 4.6 The tenant is allowed to terminate a co-worker agreement at any time. The Town Council must be informed of the termination.

- 4.7 The Council reserves the right to refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues, or where there is an ongoing dispute or investigation.

## **5. Restriction on Assignment**

- 5.1 The tenant must not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

## **6. Rent**

- 6.1 Allotment garden rent is payable in advance to the Council on 1<sup>st</sup> April each year.
- 6.2 The rent of a plot will be based on its size in square meters. All allotment plots are charged the same rate per square meter.
- 6.3 To encourage cultivation a 50% discount is given if the allotment plot is more than half cultivated.
- 6.4 The discount does not apply to plots where permission has been given for horses or other large animals to be kept on the plot.
- 6.5 The rent must be paid in full within 40 days of issue of the invoice after which period the Council can legally give 30 days notice to quit for non-payment or any shortfall in payment.
- 6.6 The Council will periodically review annual rent levels. Twelve months notice will be given of any variation. (See 1.6 / 1.7 above)

## **7. Pro-rata Rents**

- 7.1 New tenancies beginning after April will be charged a pro-rata rent based on the remaining full months left to run to 31 March. (Allotment garden rent ÷ 12 months x remaining full months to end of March).

## **8. Use of Land**

- 8.1 The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and these Rules and Regulations, wholly or mainly for the production of vegetables or fruit crops for the consumption by the tenant or his/her family. (Certain exceptions may apply. See 12 Livestock)
- 8.2 Any business use is strictly prohibited.

## **9. Cultivation**

- 9.1 Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 50% of the total plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season.
- 9.2 The remaining 50% of the plot is to be kept tidy. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause nuisance to other plot holders by

allowing weeds to seed. The tenant will be responsible for dealing with any moles which enter their plot. The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.

## **10. Restrictions on Cropping**

- 10.1 Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others as they grow.
- 10.2 No more than 30% of a plot may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

## **11. Use of Chemical Sprays and Fertilisers**

- 11.1 The tenant must take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm.

## **12. Livestock**

- 12.1 The tenant must not, without the written consent of the Town Council, keep any animals, hive bees or livestock of any kind on the land, except for hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must comply with any animal husbandry conditions laid down by the Council and government agencies. Further details are available from the Department of Environment, Food and Rural Affairs (DEFRA) website.
- 12.2 Any part of the allotment garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Town Council.
- 12.3 The keeping of larger animals e.g. horses, ponies, goats etc is prohibited on all Council owned allotment sites.

**N.B.** An exemption to Rule 12.3 applies to tenants of plots at Mill Race that hold permission to keep such animals as at 12<sup>th</sup> December 2017. These permissions will not be transferred to other plots or new tenants.

## **13. Dogs**

- 13.1 Dogs must not be kept or kennelled permanently or overnight on an allotment. Any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash and must not cause nuisance or disturbance to other allotment holders or visitors. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

## **14. Bee Keeping**

- 14.1 The Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies. Although the keeping of honey bees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing using our beekeeping application form. We will then carry out limited consultations on the site. Each application will be determined on its own merits.
- 14.2 The tenant should dispose of a hive and remove it from the site if he/she decides to no longer keep bees.

## **15. Trees, Shrubs and Materials**

- 15.1 The tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay. Please contact the Council if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. (See 10 Restrictions on Cropping for rules on fruit growing).

## **16. Hedges, Fences, and Boundary Features**

- 16.1 The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres, keep all drainage ditches properly cleansed and maintained and keep in good repair any existing boundary fences and gates on the allotment garden.
- 16.2 The tenant must not, without the written consent of the Council, erect any fence whatsoever sub- dividing any allotment garden. Allotment garden plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause them to lean or rot, and impedes any maintenance. Any boundary disputes should be referred to the Council to determine.

## **17. Buildings and Structures**

- 17.1 The tenant must not erect any building, wall or fence on the allotment garden without the Council's written consent. Where the allotment site is managed by an association, the association must also consent to the request.
- 17.2 Application for the erection of any such building or structure should be made using the Council's request form.
- 17.3 Where an application is approved by the Council (and association where applicable) the tenant should then enquire with Durham County Council's Planning Services whether formal planning permission is required. Where applicable planning permission should be obtained before any building work is started.

## **18. Barbed Wire**

- 18.1 The tenant of an allotment garden must not use barbed wire or razor wire for a fence adjoining any path set out by the Council on the Allotment Gardens.

## **19. Wells**

- 19.1 Tenants who have a well on their allotment garden are responsible for the safe maintenance of it and for providing and maintaining a strong, raised well surround and cover. No new wells may be dug at all.

## **20. Nuisance**

- 20.1 The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property.
- 20.2 Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to quit. The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property.

**21. Children**

21.1 Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

**22. Depositing Refuse / Disposal of Rubbish**

22.1 The tenant is responsible for disposing of all waste and rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items.

22.2 The tenant must not deposit, or allow anyone else to deposit, waste of any type (green waste, builders rubble, white goods, tyres etc) anywhere on the allotment garden site, or place any waste or decaying matter in the hedges or ditches adjoining the land.

22.3 Tenants must not add to any illegal rubbish dumped on the site.

22.4 The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used.

22.5 Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

**23. Bonfires / Burning Rubbish**

23.1 It is an offence under the Environmental Protection Act 1990 to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.

23.2 Smoke from bonfires can be annoying to neighbours, ruining their enjoyment of their garden. Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems. Causing a nuisance in this way could lead to the termination of a tenancy. Further advice is available from the Council.

23.3 The burning of rubber, plastics and such material is strictly prohibited.

**24. Vehicles**

24.1 The tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.

**25. Not to Display Advertisements**

25.1 The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement or writing of any kind, other than the plot letter or number.

## 26 Change in Circumstances

- 26.1 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.
- 26.2 Tenants who are unable to work their plot as a result of illness or have other reasons for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

## 27. Legal Obligations

- 27.1 The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations. Where the land is held under a lease by the Council, the tenant must observe and perform all conditions and covenants in the lease.

## 28. Special Conditions

- 28.1 The tenant of an allotment garden must observe and perform any other special conditions set by the Council where it considers it necessary to preserve it from deterioration.

## 29. Inspection

- 29.1 Any duly authorised Officer or Member of the Council shall be entitled at any time to enter and inspect an allotment garden.

## 30. Failure to Comply

- 30.1 Allotment garden sites and plots will be regularly inspected by the Council. Tenants who fail to comply with these Rules and Regulations will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings. Ultimately the Council has the power to give tenants a Notice to Quit as per the allotment garden tenancy agreement between the Council and allotment garden tenant.

## 31. Enforcement

- 31.1 The following enforcement procedure will apply:
- a. **Informal Warning** – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.
  - b. **Formal Warning** – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
  - c. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

## 32. Power of Eviction

- 32.1 In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate notice to quit, without progression through stage 31.1 a and b.

### **33. Termination of Tenancy**

- 33.1 The tenant must hand back to the Council vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the provisions of these rules and regulations.
- 33.2 In the event of the death of a tenant, the tenancy shall terminate on the following 31<sup>st</sup> March. In these circumstances the Council will consider transferring the tenancy to an immediate family member (husband, wife or civil partner) or a registered co-worker (subject to 4.4). Where there are no immediate family members or registered co-worker the Council may take vacant possession of the plot with immediate effect.
- 33.3 A tenancy will terminate whenever the tenancy or right of occupation of the Council to the land terminates.
- 33.4 It may also be terminated by the Council by:-
- a. re-entry after one month's notice:-
    - i. if the rent is in arrears for not less than 40 days; or
    - ii if the tenant is not duly observing the Rules affecting the allotment garden, or any other term or condition of his/her tenancy, or if the tenant becomes bankrupt or compounds with his/her creditors.
  - b. by re-entry by the Council at any time after giving three months previous notice in writing to the tenant on account of the allotment garden being required
    - i for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision or
    - ii for building, mining or any other industrial purpose or for roads and sewers necessary in connection with any of those purposes.
- 33.5 The tenancy may also be terminated by the Council by twelve months notice in writing expiring on the thirty-first day of March in any year.
- 33.6 A tenant may terminate a tenancy at any time. Rent is non-refundable.

### **34. Service of Notices**

- 34.1 Any notice may be served on a tenant either personally or by leaving it at their last known address.

### **35. Amendment**

- 35.1 Bishop Auckland Town Council reserves the right to amend these rules at any time.

### **Contact details**

For further information or queries please contact:

Bishop Auckland Town Council  
The Four Clocks Centre  
154a Newgate Street  
Bishop Auckland  
Co Durham  
DL14 7EH