

We are:

Gainsborough Town Council  
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LINCS DN21 2RJ

You can telephone us on (01427) 811573

You can email us at: [townclerk@gainsboroughtowncouncil.co.uk](mailto:townclerk@gainsboroughtowncouncil.co.uk)

Our website is:

<http://parishes.lincolnshire.gov.uk/gainsborough/>

Thank you for reading this. We look forward to working with you to create a brighter future for the allotments in our town.

## THE GUIDE TO TERMS AND CONDITIONS USED IN OUR ALLOTMENT TENANCY AGREEMENT

1. Read through the Allotment Tenancy Agreement and this booklet, The Guide to Terms and Conditions, which explains the agreement in more detail. (In this guide, 'allotment holder', 'plot holder' and 'tenant' all mean the same thing).
2. If you are going to be keeping hens and/or rabbits you must also read the 'Animals on Allotments' policy and fill in an emergency contact form.
3. These documents together make up an agreement in law between You and Gainsborough Town Council. When you have read what we have asked you to and understood it, sign the agreement and give it to your Site Secretary with the money for your rent, key deposit and water charge (if your site has mains water). The Site Secretary will give you a key for the gate and a copy of the agreement you have just signed.  
**PLEASE KEEP THEM IN A SAFE PLACE IN CASE YOU NEED TO LOOK AT THEM.**

If you have any questions or problems in the future, the name and contact details of your Site Secretary are written here:

SITE:

SITE SECRETARY:

SECRETARY'S TELEPHONE NUMBER:

## WHAT THE COUNCIL AGREES TO DO

### **We will be responsible for major repairs and site maintenance**

We will cut the outside of any boundary hedges around the allotment sites and look after any other site boundaries and gates. We will reach an agreement with Site Secretaries about grass cutting on the paths and accessways and about any water supply.

### **We will consult with you on major changes which may affect your tenancy or your allotment**

We will work with the Site Secretary to make a Maintenance and Management Plan for your site and we will discuss any changes about the tenancy agreement and any change in rent at the Allotment Sub-Committee meetings.

### **We will work with a clear set of rules and policies in managing the allotment sites**

These rules and policies will be available to plot holders and members of the public. You can ask for a paper copy from the council offices at Richmond Park or you can view them on our website. This includes the allotment tenancy agreement, this terms and conditions guide as well as other policies the Council has that might affect the allotments. It will also include the Management and Maintenance Plan for each site.

### **We will have a complaints and appeals system.**

We don't always get things right but we are always trying to improve our service. So please tell us if you think we have made a mistake. This does not mean we will just change something to suit you but it does mean that your complaint or appeal will be heard by a group of councillors who will listen to both sides. Details of this can be found on the Town Council website at:

**<http://parishes.lincolnshire.gov.uk/gainsborough/>** or you can phone or email us. Our contact details are on the back cover of this guide.

20. We and You also AGREE the following:

1. We may take back the Allotment to end Your tenancy immediately in the following situations:
  - a) If you break any of the terms and conditions of this agreement and you continue to break them, even after we have written to you and asked you to stop, or
  - b) If you do not pay the rent within forty days of it becoming due each year;

BUT even if we take back the Allotment in these situations, we may still take other action against You ( such as, to recover the cost of clearing an untidy Allotment);
2. We may take back the Allotment early to end Your tenancy if it is needed for any of the reasons given in Section 1(1) of the Allotment Act 1922. We will write and give You three months notice if we have to do this;
3.
  - i) If We need to contact You about any of the terms and conditions in this Agreement, We will write to You at the address you have given us (or Your last known address). We may also fasten a copy of our letter to a place on Your Allotment where it can be clearly seen.
  - ii) If You need to contact Us about anything in this Agreement, then You should write to Us at the address on the front cover of this Agreement and deliver your letter by hand or by ordinary post.
4. If You leave any property on the Allotment after Your tenancy has ended it can be removed and sold but we will write to you and ask you about it first (at Your address or Your last known address).

This section sets out why we may end your tenancy early. Taking back an allotment is a very serious step and in most cases we will have tried to work with you to avoid it. When you sign the allotment tenancy agreement you agree that the tenancy will end if you break any of the terms and conditions written in it. It will also end (with three months notice) if the land is required for any of the reasons given in the 1922 Act; these are mainly development and mining. This does not happen very often and the Town Council would fight hard on your behalf to protect any sites that were threatened in the future.

At the end of your tenancy the Site Secretary will ask you about anything that is left on your plot. You can only take away with you things that you put there—such as plants or buildings—and not items that were already on your plot when you took it.

## INTRODUCTION

The Town Council is very proud of its allotment sites in Gainsborough and the staff, officers and councillors are working hard towards delivering the best possible service we can for plot holders. Although Gainsborough is a small town and we do not have the bigger budgets of larger councils, we want to be at the cutting edge of modern thinking on allotments. We are very keen to hear what you have to say about the service through your Site Secretaries. They asked us to draw up a new, clearer agreement and we have done. Allotment law says we have to include many things in the Allotment Tenancy Agreement that are not always straightforward so this booklet has been written in Plain English so that everyone can understand it. The terms and conditions in this booklet have been put together to help everyone on your allotment site to get the best use and the most enjoyment from their plot.

We manage all the allotment sites through the Allotment Sub-Committee where some of the councillors and all the Site Secretaries meet to discuss issues that affect all of the different sites. The committee meets about four times a year. Anything that is agreed by the Allotment Sub-Committee has to be voted on by the Full Council before any changes to the management of the allotments are made. If you have any ideas on how the council can improve your allotment service, you can ask your Site Secretary to put them forward at the next Allotment Sub-Committee meeting or you can contact us yourself. We are always happy to listen to suggestions. Any allotment holder or member of the public can go to the meetings but only to listen, not to take part in the meeting itself.

From September 2014, all new allotment holders will be given a 3 month trial period from the date they sign their agreement. This is to make sure that they can give enough time and energy to work an allotment and get it ready for planting. If we - or you - feel that it is too much for you, we will agree to end the tenancy. We will give you back three-quarters of the rent you have paid for your tenancy and any key deposit when you return your site key to us.

From time to time we will need to make changes to the amount of rent you pay, or changes to the Allotment Tenancy Agreement or this Terms and Conditions Guide. Sometimes we will have to make these changes if there are changes in the law. We will always discuss it with the Allotment Sub-Committee first and we will always give you 12 months notice before any changes take place.

## YOUR SITE SECRETARY

The Site Secretary of your allotment site helps to manage the running of that particular site on behalf of both the plot holders and the Town Council. He or she will normally be an allotment holder, too. The Site Secretary helps the council by managing the site's waiting list, dealing with enquiries and letting allotment plots on our behalf. The Site Secretary can help you with everyday matters about the site, giving any advice you ask for or information you might need and by representing your views at the Allotment Sub-Committee meetings.

He or she will also remind plot holders of the rules in the tenancy agreement and in this booklet if needed. If the Site Secretary feels that a rule may have been broken, they will tell you what to do to put it right. If the matter is not put right, they will refer it to us and we will give you a written warning. They will also tell you about any rules that apply just to that site, such as where you are allowed to put your shed. Other than the water charge, none of these rules will ask you to pay any money.

When you sign your tenancy agreement, the Site Secretary will make a note of the number and state of any buildings and of any trees on your plot. They will also note the condition that your plot is in when you take it on.

The Site Secretary will give you a key to the gate of the allotment site. There is normally a deposit to pay for this. You must not make any copies of this key. If you lose it, you will have to pay for another one.

Do remember that the Site Secretary is still an allotment holder. They want to have the time to grow things just like you do. Sometimes they will be happy to chat but not always. Please respect this and let them get on. If you have an urgent problem and the Site Secretary is not there, you can contact the Town Council on 01427 811573 between 9.30am and 3.30pm Monday to Friday. Each plot holder should be prepared to call the emergency services - fire, ambulance, police - if needed.

The Site Secretary manages the waiting list for their own site. This waiting list will always put the following people first:

- Gainsborough residents before non-residents;
- People who do not already have an allotment before those who have;
- Individuals before organisations and community groups (who may be offered a letting agreement slightly different to those for individuals).

19. At the end of Your Tenancy (however it comes to an end) You must give back the whole of the Allotment to Us in a tidy condition and properly cultivated. You must also return any keys for the allotment site that You may have. If We ask You to, You must also remove anything You have added during Your tenancy and return the Allotment to the condition it was in at the start of Your tenancy. We may charge You if You do not complete this to Our reasonable satisfaction.

When your tenancy ends—whether you end it or we do— we expect that your allotment will be left in a condition where we can let it again straightaway. If you leave it overgrown with grass or full of weeds then, according to Section 4 of the Allotment Act 1950, we can ask you to pay for the cost of killing the weeds or grass and of digging over the plot ready for the next tenant.

18. You must tell Us, at the address on the front cover of this Agreement, if You change Your address or other contact details.

It is a condition of your tenancy agreement that you always keep us up to date with where you live. If we need to get in touch with you about your Allotment we will write to you at the last address you gave us. If we write and the letter does not reach you (because you have moved and not told us) the information in the letter still counts. So if we write to tell you your plot is untidy, by the time the letter catches up with you it may be too late and you may have lost your tenancy. Always keep us up to date with your contact details; you can write to us, phone or email us. Our contact details are on the front of your allotment tenancy agreement.

## THE FRONT PAGE OF THE AGREEMENT

When you sign your allotment tenancy agreement, you are agreeing to keep to all the terms and conditions in both the agreement itself and this terms and conditions guide.

The 'terms' cover the basics of the tenancy: the people and the allotment involved, how much it will cost and how long the tenancy is for.

The 'conditions' explain what actions the people involved agree to take - or agree **not** to take - during the tenancy.

Allotments are let on what is called a yearly periodic tenancy. The tenancy lasts for the whole of the allotment year but can be renewed the next year and every other year after that provided that you pay the rent and do what you are asked to do in the agreement.

The allotment site is divided up into allotment plots and each plot has a path of its own or one that is shared with the plot next door. The larger pathways that lead in from the main gate and which are wide enough for a vehicle are called accessways.

Please remember that the Town Council does have a right to re-enter the Allotment site from time to time. This right is used for things such as safety and site inspections, improvement work to the site or urgent repair work. The people carrying out the inspections or works could include council officers, contractors working for us or they might be staff from the utility companies (gas, electricity, water) or the emergency services.

As part of their responsibilities for the site, we ask the Site Secretaries to walk round the allotment site every so often to ensure that things are running smoothly and that there are no problems. If there is a problem with your plot they will speak to you about it and we expect that you will put things right.

Where a visit by council staff is planned or routine, we will let you know about it in advance. If there is need for emergency access or we have reason to believe that you have broken your agreement with us, this may not be possible.

Allotment tenancies can be held by one person, as a single tenancy, or as a joint tenancy with one other person. If you are sharing a plot in this way then you must both complete a copy of the agreement, tick the box that says 'joint tenancy' and both write the same plot number on each copy of the agreement. As joint tenants you both have equal responsibility for the state of your allotment plot. Joint tenancies can work really well but if joint tenants fall out between themselves there is very little that the Council can do. Both people have equal rights as our tenants and we cannot take sides or try and sort out problems.

## THE OTHER CONDITIONS

These conditions are about the way you are allowed to use the Allotment. They are printed in the same order as they are in the tenancy agreement and although they don't all need explaining, we have added more detail to each one so that everyone knows what is expected of them.

1. You must pay the rent on 25th March in each year.

The allotment year runs from 25th March to 24th March the following calendar year. Each year, we will ask you to pay your rent for the allotment year ahead. Where allotment sites have a mains water supply, you will be asked to pay a fixed amount each year towards that, too (see condition 8).

Both your rent and water charge should be paid to your Site Secretary on, or as soon as possible after, the 25th March. He or she will give you a receipt for what you have paid. Some allotment sites have a meeting (at a weekend) before this date so that plot holders can pay their rents and be told about any changes in rent or changes to their tenancy agreements. We will **always** give you 12 months notice of any changes we are planning to either of these.

The dates and times of any meetings will be shown on the site notice board at least two weeks beforehand. If your site does not have a meeting, there will be a notice on the board to remind you when your rent is due. It is a good idea to look at the notice board often, as we use it to let you know about any changes in site management or about any site inspections that we are planning to make.

Site Secretaries will be on their allotment site as much as they can be around rent collection day but it is your job to take your payment to them and not their job to chase you for it! Paying your rent on time helps the site to run smoothly. Late payments without any explanation can lead to you losing the tenancy of your plot.

17. Only You, or people acting for You, are allowed to bring cars onto the allotment site for carrying gardening materials, equipment or produce.

Just as we described with dogs, bringing a car onto your allotment site is a privilege and not a right. Allotment sites were not designed with cars in mind and you must always think about how bringing your own car on to the site will affect other people. You must not block the whole accessway with any vehicle; other plot holders should be able to walk past it. You must also keep your car from blocking anybody else's plot path. If another plot holder wants to get their car to a plot further along from yours then you must be prepared to move yours to let them past and then move your car again when they want to leave. When you have finished unloading, move your car so that other plot holders can bring their cars on to load or unload. Anyone who keeps blocking the accessways/plot pathways and who refuses to unblock them will receive a written warning from the Council.

On some sites the accessways are covered with grass, not tarmac or stones, and you should not bring your vehicle on to the site when the weather has been wet. Ordinary vehicle wheels make ruts in the accessways and you may churn up the surface with your tyres, skid onto somebody else's plot or get stuck yourself. If you cause any damage in any of these ways when the ground is wet, you will be asked to pay to put it right.

No part of your allotment must ever be used to park any vehicle. The weight of the vehicle will ruin the soil by pressing it down too firmly. There is roadside parking outside the gates of most of our allotment sites.

If we feel that allowing cars onto our allotment sites is causing a nuisance then we will stop them from being brought on altogether.

16. You must not do or allow anything on the Allotment which might be (or become) a nuisance, annoyance or danger to neighbouring property or its owners or occupiers.

Having an allotment is as much about being able to get on with other people as it is about gardening. As a plot holder you may find that you have other plots around you on all four sides. If you make an effort to get on with your neighbours by being thoughtful and friendly, you can make good friends who will be happy to help you. But if you are difficult, demanding and quarrelsome with those four neighbours then you will not enjoy visiting your allotment and you cannot expect to be treated well yourself.

You must always obey the laws of the land in the way you use your allotment, even if something hasn't been spelled out in this agreement. You will also be breaking your agreement with us if you are convicted of carrying out criminal offences on your plot, on the allotment site or even if it was connected with the allotment site. Offences to do with drugs (growing, possession, selling), anti-social behaviour (violence, assault, theft, vandalism) or racial or other hate crime will not be tolerated and you will lose your tenancy.

Showing respect for your neighbours and other plot holders on your site helps to keep everyone happy. You must not take things from other people's plots without asking (even if they did let you do it last year)! Don't walk along other people's plot paths either, unless they invite you to; you only have permission in your tenancy agreement to walk over the accessways. Children are the allotment holders of the future and are welcome to enjoy the allotment with you but under 18's must not visit on their own. You are also responsible for the safety and for the actions of your children on your plot and on the site as a whole.

It is up to you whether you decide to lock your shed. We advise you not to keep anything of value in your shed but a lock on the door may make thieves think the shed contains something worth stealing. Then they might break your lock/shed door to look inside. It is not possible to keep allotment sites 100% secure but closing the gates each time you go through them and locking them when you leave helps to put off would-be thieves.

2. You must use the Allotment only as an allotment garden, as shown in Section 22 of the Allotment Act 1922.

Section 22 of the Allotment Act 1922 says (amongst other things) that allotment gardens should be 'wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by himself or his family', so this is what we mean here.

Three quarters of your allotment must be used for growing and more than half of your plot is to be used for growing fruit and vegetables. Green manures can be grown between crops, too, and these count towards your total area of fruit and vegetables. You can grow other things like herbs and flowers on your allotment - which are very good for encouraging insects to pollinate your crops -but you must always grow more fruit and vegetables than anything else.

If you want to have a lawn or a patio, put up sheds or greenhouses or have housing for rabbits and hens, then these things added together must not take up more than a quarter of your plot. A greenhouse or polytunnel counts towards your 'growing' space only if you use it each year during the growing season.

We will not tell you how you should arrange your plot but whatever you include must fit in with Section 22 and with the tenancy agreement as a whole. Sleeping overnight on the allotment is not allowed though no-one minds if you enjoy a nap in your deckchair on a sunny afternoon! You must not use the buildings on your plot as a workshop or garage or to store things which are not used to help you manage the allotment.

3. You must keep the whole of the Allotment properly managed and clear of litter.

We do not expect your plot to be totally weed free at all times but there must not be a lot of them at any time, particularly if they are weeds that can spread across to other plots or land. It is not enough just to keep the weeds down on your allotment; we do expect you to use it for growing things. So while you might have some parts of your plot under black plastic to stop the weeds growing to begin with, we also want to see signs that you are growing - or preparing to grow - on 75% or more of your allotment.

Allotment sites are inspected at least twice a year and we may send you a 'non-cultivation' letter if it does not look as if you are getting on with your plot. The letter will ask you to make a real improvement. If you have not made this improvement within the time we give you, we will ask you to give up your tenancy.

You are responsible for keeping your plot path tidy and the grass on it cut. Paths make it more difficult for some weeds to spread from one planting area to another and paths between plots should ideally be wide enough for a wheelbarrow.

Some weeds can be very difficult to remove and you may need specialist advice to get rid of them. If you find any Japanese Knotweed, Himalayan Balsam or Giant Hogweed on your plot then you must tell your Site Secretary and/or the Town Council straight away. See your notice board for pictures to identify them.

Barbed wire, razor wire, spikes, glass or anything that might cause injury to people or animals must not be used as part of any hedge on the boundary of your allotment. Neither must they be used within arms length of any boundary.

Any manure on your allotment that has not been dug in must be covered to stop weeds growing on the surface and spreading around the site. During windy weather, litter can blow onto the allotment site from the nearby streets. If it lands on your plot, please pick it up rather than letting it collect. No one wants to garden in a sea of old carrier bags and crisp packets. If something blows onto your allotment that clearly belongs to someone else, such as the lid from a compost bin, be a good neighbour and try and find out who it belongs to. You would appreciate someone else doing the same thing if it belonged to you!

15. You must take all reasonable care when using sprays or fertilisers to ensure that any hedges, trees and crops are not damaged or water supplies polluted.

We want to encourage our allotment holders to manage their plots in ways that are good for the environment and to use as few man-made chemicals as possible. Chemical weed killers are not a quick fix for dealing with an overgrown plot but they can help to play a part in getting it under control. If you are going to use chemicals we suggest that you try those that do the least harm to the useful wildlife - like bees and ladybirds - that share the allotment site with you. Any garden chemicals that you use on your plot must be approved by the Health and Safety Executive (HSE). You must follow the instructions for how to use them and how to get rid of any that's left that you don't want or need.

Bees are very important to our allotments as they pollinate most of our fruit and many of our vegetables. Bees have suffered a lot over the last few years from disease, mites and the cold winters. In September 2013 the European Union banned the use of three neonicotinoid insecticides because a number of scientific studies think they are to blame for huge losses to bee numbers. From November 2013 gardeners using these chemicals could be prosecuted and fined. Please check your pesticide bottles to make sure they do not contain THIAMETHOXAM, CLOTHIANIDIN or IMIDICLOPRID. If you find these ingredients, do not use the product and get in touch with West Lindsey District Council, who are responsible for waste disposal in Gainsborough, to find out how you should get rid of them safely. The Royal Horticultural Society has a list of all chemicals banned since 2002 and the products they were used in. You can look on this webpage <http://apps.rhs.org.uk/advicesearch/Profile.aspx?pid=820> or there is a printed version on your site notice board.

If you choose to use garden chemicals, and you need to mix them on site, you must collect water to dilute then from the tap/well in a **clean** watering can and take it back to your allotment for mixing. Do not let the clean watering can touch any part of the sprayer or second watering can you are using to apply the weed killer or other chemical. Equipment should be rinsed out on your plot afterwards and should not be brought anywhere near a clean water supply. Be very careful where you are spraying. If you accidentally spray any part of a hedge or tree and that hedge or tree dies, we will ask you to pay for or plant a new one. If you accidentally damage your neighbours crops then you will have to pay for or replant them, too.



14. You may not store oil, fuel, lubricants or other flammable liquids in any shed.

We appreciate that from time to time you may need to bring fuel and lubricants onto the allotment site to use with machinery to maintain your plot, like strimmers, lawnmowers and rotavators. After you have finished strimming, mowing or rotavating we would like you to take these flammable liquids home with you each day. Although we try our best to make our sites secure, we sometimes get uninvited visitors who come onto the sites at night and take things from allotment plots. Finding you have had your property stolen is bad enough but please don't make it worse by leaving flammable materials on site so that these people can burn your shed down as well!. It is not a good idea to leave your machinery on the plot either. Where thieves find things to steal, they will keep coming back for more.

**If you find any asbestos on your site you must not touch it or go near it** and you should tell your Site Secretary about it as soon as possible. Asbestos was used as a building material in the 1950s and there are still some pieces left over on allotment sites. We are carrying out surveys of all our allotment sites so that we can get a professional contractor to come and remove it safely. We want to make sure that we get rid of it all at the same time so it is going to take a while to put together an allotment map for each site.

4. You must keep any buildings and other structures on the Allotment in good repair and condition.

You are allowed two buildings on your allotment without asking for our permission first. They must be of the type and have the size limit given here:-

A **shed** must be no bigger than 240cm (8 feet) by 180cm (6 feet)

A **greenhouse** must be no bigger than 240cm (8 feet) by 180cm (6 feet)

A **polytunnel** must be no bigger than 457cm (10ft) by 305cm (15ft)  
(please remember that the plastic cover will need replacing every few years)

You can also build housing for your hens/rabbits but it must not be bigger than the sizes given in the Council's 'Animals on Allotments' policy. You must read that policy before you sign your allotment tenancy agreement.

These size limits also apply if you are replacing existing buildings. You are responsible for the condition of the buildings on your plot. We may ask you to repair or take down buildings that are old or no longer safe. Think about the design of your buildings and where you will put them on your plot so that they are not a nuisance to your neighbours. Remember that condition 2 says that the floor space taken up by all your buildings plus any lawn or patio added together must only take up one quarter (25%) of your whole allotment. Caravans do not count as allotment buildings and must not be brought onto any allotment site.

If you have any cold frames, fruit cages or other structures - like wigwams for beans - these, too, must be well kept and checked regularly, especially after windy weather. We understand that strong winds can cause a lot of damage to allotment buildings. Make sure, as far as you can, that buildings are fastened together well and be prepared to clear up any damage as quickly as you can afterwards, especially if your property has blown onto other people's plots. Some sites will have rules about where you can place buildings on your plot. Please ask your Site Secretary about this **before** you start to put up any buildings on your allotment.

5. You must keep the inner half of any hedges on the edge of the Allotment in good condition and cut them at least once each year, if needed. They must only be cut between October and February. Hedges between plots should be no higher than 150cm (5ft) and hedges at the edge of a site should be no higher than 180cm (6ft).

If a hedge makes up one of the boundaries on your plot then we trust you to look after it. It needs to be kept tidy and healthy and must not be allowed to grow so wide that any part of it blocks the plot pathway or accessways or sticks out into your plot. Hedges are some of the most valuable nesting sites for birds and so can only be cut during autumn and winter. You may trim any pieces of new growth that stick out too far with secateurs but no more. You can be fined for deliberately disturbing nesting birds!

If the hedge divides your plot from the next one, we ask you to keep it trimmed to the centre line and for your neighbour on the other side of the hedge to do the same. If the hedge is on the edge of the allotment site, cut your side to the centre line and we will cut the outside.

Please remember that you are not allowed to plant new hedges (or put up fences) without our permission in writing. Also you must not take down any hedges around your allotment or make any gaps in them to create extra entrances to your plot.

13. You must not allow any dogs anywhere on the allotment site, except when secured by a lead or chain.

There is no automatic right to bring a dog on to any of our allotment sites. Bringing your dog with you is another allowance, like selling the real surplus, but we can take it away from anyone at any time. When you bring your dog onto the allotment site, we expect you to take the following steps to make sure it does not become a nuisance to other plot holders:

- Your dog must **always** be on a lead, either held by you or fastened to something on your plot that is strong enough to stop your dog from pulling loose
- You must bag up your dogs faeces (dirt) straightaway and take it off site to put in a bin as soon as you leave
- Apart from walks (remember the lead), your dog must be kept only on your own plot and its lead must be fastened so that it cannot reach any shared path or any accessway.
- Do not let your dog urinate on other peoples crops as you walk anywhere on the allotment site
- Not everyone is keen on dogs. You must not walk your dog along other plot holders paths unless you are asked to by that plot holder
- Do not let your dog become a nuisance to others. Repeated barking or howling spoils other plot holders enjoyment
- Your dog must not be left on its own on the allotment site, overnight or even for ten minutes

If we find you are ignoring these rules, we will write to you and ask you to leave your dog at home in the future.

12. You must not carry on any business or trade of any kind whatever on the Allotment.

This is a very important rule and breaking it will mean that you can lose your tenancy but we will make one small allowance: if you have a real surplus of a crop you are allowed to sell it. Allotment law says that allotments are for growing a number of crops for you and your family and we expect you to be doing this. You cannot just grow one or two crops and then claim you have a surplus to sell but a real surplus may be sold or given away.

We are making this allowance because we feel it is wrong to see good, home-grown food go to waste. More people in our town will benefit from those fruit and vegetables being shared out locally (either sold or given away) than they will from it going onto the compost heap. You are still allowed to swap plants and produce with other allotment holders on your site just as you have always done but we will evict anyone who grows crops just to sell and takes advantage of this allowance.

Surplus produce is usually produced in a good growing season by plants that need pollinating to crop. Fruit is a good example of this. A few fruit bushes can give you a small crop one year and a bumper harvest the next, giving you more than your family can easily use. We count this as a real surplus. With other crops like potatoes, root crops, onions and brassicas what you plant/sow is what you get (or less, in a poor growing season). It is unlikely that you will have a surplus of any of these crops very often and we understand that. Please ask your Site Secretary about this if you are not sure.

**YOU MUST NEVER SELL ANYTHING AT ALL STRAIGHT FROM THE ALLOTMENT SITE.** Surplus crops must be taken for sale elsewhere. No kind of business at all is allowed to take place on the allotment site, not even storing things before selling them somewhere else. More than anything else, allotments are for growing food for families. We expect you to use any money you get from selling your real surplus to be spent on things to do with your plot such as seed, plants and tools. Remember, too, that any money you get from selling your surplus may need to be declared as income so you should always tell the Inland Revenue or the benefits office about it.

6. You are only allowed to plant fruit trees on the Allotment and these should be grown on dwarfing or semi-dwarfing rootstocks. Fruit trees must not make up more than 25% of the total area of your plot when they are fully grown.

Most fruit trees are grafted onto a rootstock. The grafted part comes from a tree of a particular variety, such as a Bramley apple. No matter what sort of rootstock the Bramley apple is grafted on to, the tree will always produce Bramley apples. The rootstock affects how tall and wide the tree will grow. Your allotment probably looks like a big piece of ground but if you planted it with several standard fruit trees, they would soon take up your whole plot. Not only that, they would probably take up all the water and nutrients from your allotment and from your neighbour's plot, too. Tall trees can make fruit picking difficult and cast a lot of shade around where they are planted. Trees grown on dwarfing or semi-dwarfing rootstocks are still of a manageable size even when fully grown and make it easier for you to harvest a crop. They might need more care to begin with - such as staking - but they start to crop earlier in their lives and an M9 apple (which has a dwarfing rootstock) can still produce 25-50lbs of fruit when it is mature, which is plenty of apples for most families.

When you are planting fruit trees, think carefully about where you will put them. It is much better to plant them towards the centre of your plot so that, as they grow, they will not shade the plots on either side of yours. It will also stop the branches from sticking out onto paths, accessways or other allotments and creating a nuisance. The canopy or 'spread' of your fruit trees counts towards your total area for growing fruit and vegetables, even if you have a lawn or flowers planted underneath. Before you plant you will need to work out how wide your tree will be when it is fully grown. If you are planting more than one tree you will need to add these measurements together to make sure that they will not take up more than a quarter of your whole plot.

You may inherit trees with your plot. Some will be old and have value for wildlife and others can give you a crop of fruit in your first year, if you are lucky. Not all these trees will be fruit trees but you are NOT ALLOWED to remove any trees growing on any site. The only cutting allowed is the pruning of fruit trees to encourage fruiting and then only if you know what you are doing! Cutting plum trees during the winter can give them silver leaf disease, a fungus which can kill the tree.

If a tree on your plot is causing you a problem, speak to your Site Secretary to see if there is anything that can be done.

Information on different rootstocks for fruit trees can be found here:-

**<https://www.keepers-nursery.co.uk/rootstocks.aspx?fruittype=99>**

7. You may keep rabbits and hens on the Allotment but they must be kept according to the Animal Welfare Act 2006 and the Town Council's 'Animals on Allotments' policy.

**If you want to keep hens and rabbits you must complete an emergency contact form before you sign this Allotment Tenancy Agreement.** No other livestock of any kind must be kept on the Allotment without our written permission.

The Animal Welfare Act 2006 makes owners responsible for ensuring that the welfare needs of their animals are met.

These include the need:

- For a suitable environment (place to live).
- For a suitable diet.
- To exhibit normal behaviour patterns.
- To be housed with, or apart from, other animals (if applicable).
- To be protected from pain, injury, suffering and disease.

Anyone who is cruel to an animal, or does not provide for its welfare needs, may be banned from owning animals, fined up to £20,000 and/or sent to prison.

The Town Council's 'Animals on Allotments' policy tells you in more detail about how we expect you to look after livestock on our allotment sites. We have used what is said in the Animal Welfare Act 2006 to guide us in writing this policy. If you are hoping to keep hens or rabbits you should read the policy before you sign your allotment tenancy agreement.

The Allotment Act 1950 says that you are allowed to keep hens and rabbits on your allotment but that they must not be allowed to become a nuisance. If you are thinking of keeping hens or rabbits we will need emergency (24 hour) contact details for you in case there is a problem with the animals on your plot. For instance, if they escape you will need to catch them again quickly to stop the becoming a nuisance to other plot holders or people who live nearby.

If you have our permission in writing, you may keep pigeons if you have an allotment at the North Warren Road site. We may also allow you to keep bees but you will have to be a qualified and experienced beekeeper to do this and you will have to be covered by your own public liability insurance.

11. You must not transfer, sell, sublet or give up your control of the whole or any part of the Allotment.

Your allotment is let to you personally, or to you and another person if it is a joint tenancy. You cannot rent it out to someone else; this is still the case even if no money changes hands. Of course your friends and family are welcome to help you out on your plot but you must always be there with them and they cannot have a key of their own. The only time that friends or family can use your key and come onto the plot without you is if you are on holiday or if you are ill for any length of time. In both cases you need to tell the Site Secretary the name of the person who will be coming on (and for how long, if you are going away on holiday). If you can, introduce them to the Site Secretary before your holiday begins. Site Secretaries will always question people they do not recognise as a way of protecting the site's security.

If you want to give up your allotment tenancy you cannot just pass it on to another person unless that person has a joint tenancy with you and has been working the allotment with you for some time. Allotments are popular and often have waiting lists for each site. If you know someone who wants an allotment plot, please encourage them to put their name down for any of the sites they are interested in. If a plot holder dies, the tenancy can be transferred to that persons immediate family (wife/husband, brother/sister or adult children). On the front of this booklet are the contact details for the Site Secretary so that relatives know who to contact as soon as possible. Contact details for the Town Council are on the back page of this guide. If the plot is to be given up after a plot holder dies, the Council can allow some time for family members to gather crops and other belongings before the tenancy ends.

If you want to move to another plot on the same site, you must ask the Site Secretary if it is available but your plot must be in a good condition first so that it can be let again straightaway. If you want to transfer to another site, tell your Site Secretary that you are thinking about moving. Also ask the Town Council to contact the Site Secretary of the site you want to move to, to see if a plot is available or to be added to the waiting list. Again your plot must be in a good condition first for this to happen.

10. You must be prepared to take Your general rubbish off site with You for recycling or to include in Your bin collection service and You must not let such rubbish build up on Your Allotment.

Allotment holders have always recycled. They do it well and they save a lot of stuff from going to landfill. We want to encourage tenants to re-use as much as possible but we also want you to keep your plot clear of items that will not be used on your plot in the future, or which are dangerous. Site Secretaries may ask you to remove any materials that have built up and are not being used or that they feel is a risk of any sort.

We ask you to take home with you the day to day rubbish from your allotment that could just as easily have been produced at home. Empty compost bags, broken plant pots, old string and bottles of any kind are just some of the things that make the allotment site look untidy, may cause a nuisance to other plot holders or are a danger to wildlife. Get into the habit of taking this sort of rubbish away with you each time you visit your plot.

From time to time the Council will send a skip to your allotment site for bulky and heavy items such as rotten wood and broken glass; things that may have been on your plot when you took it and are too heavy for you to get them to the tip by yourself. Please think twice before putting something in the skip that you could put in your household rubbish or recycling collection instead. You **must not** bring waste materials from home to go in the skip. Anything you hope to put in the skip must be kept on your own plot until a skip arrives. Do not put it in a shared area of the allotment site near to where the skip will stand. We will treat this as fly-tipping. You could be prosecuted for it by the district council as well as lose your allotment tenancy. **IT IS VERY IMPORTANT THAT YOU DO NOT PUT ANY ASBESTOS IN ANY OF THE SKIPS.** If you find asbestos on your plot you should not touch it or go near it and you must tell your Site Secretary or the Council as soon as possible.

The Town Council wants to encourage their allotment holders to compost as much as possible. If you have a compost bucket for your kitchen waste at home then you can add this to your allotment compost heap or bin. You must never add cooked food to your bin or heap as it will attract rats. Our Allotment Handbook has a list of things that help to make good compost and some useful tips on making it.

8. If the allotment site has a mains water supply, You must pay the proper charges for this and You must not waste water or misuse the supply.

If your site has a mains water supply then you will be asked to pay a set amount each year towards this. Your Site Secretary will tell you if the site has mains water. If you take on an allotment on a site with mains water then you are agreeing to pay the same water charge per plot as everyone else. You cannot simply choose to 'opt out' of using the supply!

We also expect that our allotment holders will want to make full use of the 'free' rainwater that runs off the roof of their shed and their greenhouse by collecting it in barrels or tanks. The larval stage of mosquitoes live in still water so it is a good idea to keep these barrels or tanks covered to reduce your chances of being bitten by the adult flies!

You must not use hosepipes or sprinklers to water your allotment. Hosepipes can be used, though, to fill up any water barrels on your plot (except when there is a hosepipe ban). Please remember that other people may need to use the tap after you so make sure you remove your hose from the tap as soon as you have finished.

Taps often have a barrel or tank underneath them which is normally kept full. It is good manners to refill the barrel after you have finished watering! You must not wash your vegetables in this water barrel after picking or use it to clean equipment from your livestock. Instead, take water to your plot in a watering can and wash your veg and equipment there, being careful to empty the water on to your own plot afterwards.

Mains water supplies are normally turned off at the mains during the winter to prevent pipes freezing and bursting. You will need to be prepared to bring water onto the site if you have livestock between October and April.

9. You must make sure that any bonfires are watched at all times, do not cause nuisance and are fully extinguished before you leave the Allotment.

We encourage our allotment holders to compost as much of the green waste from their allotment as possible but we understand that bonfires may be necessary to get rid of some allotment waste from time to time.

There are a number of laws about bonfires and these apply to allotments. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in legal action under the Environmental Protection Act 1990. There is a maximum fine for this of £5,000!

#### **YOU MUST:**

- Only burn woody materials that will not compost, perennial weeds, such as bindweed or diseased plant material, such as potato haulms with blight
- Make sure that what you burn is dry so that it will give off the least smoke
- Only burn if there is little or no wind so that smoke will not blow onto the road, neighbouring property or other plots
- Think about householders nearby. Do they have windows open or their washing out?
- Use a container to burn in such as a barrel or incinerator
- Have a full watering can or bucket ready to put the fire out when needed
- Watch carefully in case the wind direction changes or the wind speed increases. Be prepared to put the fire out if this happens.
- Make absolutely sure that you have put the bonfire out with plenty of water before you leave the site

#### **YOU MUST NOT:**

- Burn any manufactured materials such as plastics or rubber. These give off toxic fumes when burned
- Burn any business waste on your allotment. It is illegal! If we find business waste is being burned on your plot we must refer it to the Environment Agency. We will also take action to end your tenancy
- Not use accelerants, such as petrol, to get the fire started
- Leave the bonfire to burn after you leave the site
- Burn near hedges, buildings or anything else that might catch fire

**Between 1st April and 30th September you may only burn diseased plant material from your plot and then only with a hot, quick fire. You must save any routine bonfire material for the autumn/winter.**

The Town Council receives a number of complaints every year about smoke from allotment bonfires.

In future, we will have a 'three strike' policy, which will work like this:-

**1st strike:** If we investigate a complaint about smoke from a bonfire and find that the bonfire belongs to you, we will send you a written warning.

**2nd strike:** If we investigate a complaint about smoke from a bonfire and find that the bonfire belongs to you for a second time, we will write to you to tell you that we are banning you from having bonfires on your plot for six months.

**3rd strike:** If you have a bonfire whilst a ban is in place, or we have a third complaint about smoke from your bonfire, we will end your tenancy for breaking the terms and conditions of this agreement.

**The Site Secretary or other council officer may order that any bonfire be put out at any time.**