

# Northampton Borough Council

## Guidelines and Requirements

### on Allotments

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1 **Application for a plot:**

These requirements are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

2 **Terms and Interpretation:**

Within these requirements the following words are to have the following meaning:

Allotment:	A plot of land that is let by the Council for recreational gardening and the good husbandry of Hens and Rabbits (see Guideline Hens and Guidelines Rabbits).
Authorised Officer:	The dedicated member of staff or other staff member of the Council.
Cultivation:	Keeping the plot in good productive order by: The maintenance and improvement of the soil: The control and prevention of weeds; Planting and maintenance of lawns, ornamental plants, herbs, flowers, fruit, vegetable crops and recreational gardening. The good husbandry and health of Hens and Rabbits.
Dedicated member of staff:	Member of the Council responsible for the administration and day to day running of allotments.
Haulage way:	A common route within the site for vehicular/pedestrian access to allotments.
Leisure area:	Small area of grass or patio for pastimes, eating and/or relaxing.
Other Authorised Person(s):	Tenant or invited guest(s).
Paths:	Dividing paths between allotments. The path to the right of the plot as viewed from the Haulage way is the tenant's responsibility. Where there are paths at either end, or both ends of the plot, these are the responsibility of the tenant. Where such paths abut another allotment (top or bottom), these must be kept and maintained, and are a shared responsibility. Tenants must not encroach onto neighbouring plots via any paths.
Rent:	The annual rent payable to the Council for an allotment.
Review Notice:	Any notice concerning reviewed rental changes.
Site/Field:	Any area of allotments that are grouped together.
Tenant:	A person who holds an agreement for the tenancy of an allotment.
Tenancy Agreement:	A legally binding written document which records the terms and conditions of letting of a particular allotment to an individual tenant.
The Council:	Northampton Borough Council.

3 **Tenancy Agreement:**

The tenancy agreement of an allotment is personal to the tenant named in the agreement.

The tenant may not assign, sub-let or part with possession or control of all or any part of their allotment.

4

#### **Cultivation and use:**

##### **Personal use:**

Tenants must use their allotment and any structures on it for their own personal use. They must not carry out any business or profit making schemes or sell produce from their allotment (unless sold by, and for the benefit of, a charity, or the allotment association of that site.)

It is not acceptable for any tenant to take any percentage of any sale, or to receive payment in kind, for their own personal gain. All monies, however accrued, must be passed on to either the charity or the association, and identified as such in an accounts ledger (if passed on to a charity, proper receipts should be shown from that charitable organisation.)

Tenants must not use their allotments as places of residence and must not sleep there overnight. Neither must they use the allotment as storage for cars, trailers, caravans or boats.

Tenants must not be seen to interfere with crops, trees etc on adjoining plots or other allotment plots. Any disputes therefrom must be directed to the dedicated member of staff of the council.

##### **Permitted use:**

The allotment is rented to the tenant for the purpose of recreational gardening, including the keeping of Hens and Rabbits.

Allotments must be kept clear and maintained in a good state of cultivation and fertility throughout the year. This includes the keeping of Hens and Rabbits.

The whole plot, including any paths uncultivated/leisure areas, must be kept tidy, safe and free from weeds.

The use of carpets as a weed suppressant is not allowed, due to the chemical content.

##### **Weed Control:**

It is the tenant's responsibility to keep his/her plot free from weeds, thereby not causing a nuisance to adjoining tenants.

Where, upon inspection, or as a result of a complaint, a plot with weeds is identified, the tenant will be sent a non-cultivation letter.

A further inspection will be carried out after 28 days and any failure to rectify the situation will result in a termination letter being sent.

If three separate non-cultivation letters are sent to the same plot holder within a five year period this will automatically result in termination of the tenancy.

##### **Water Supply**

The use of hose pipes connected in any way to any part of the allotment supply is strictly prohibited.

## **Water Tanks**

Water tanks should be kept clean. Nothing should be placed in them.

Produce or tools etc are not to be washed in any of the water tanks (use a bucket).

Keep chemicals of any description well away from the water supplies.

*Note: It is best practice to cover the water butts to prevent animals/birds contaminating the water. This also prohibits the growth of bacteria/algae and keeps the water clean/sweet.*

## **5 Storage of materials within the plot:**

Only materials for use on the plot may be stored there.

Any materials for example, paving and timber for infrastructure work, must be used within six months of appearing on the site/plot.

Tenants will be requested to remove, within 21 days, any surplus/unused materials that they have had in situ for more than the initial six month period.

After this period (21 days) surplus materials will be removed by the Council and the tenant will be charged with the full cost of such removal.

## **6 Trees:**

Tenants must not plant any trees which do not have the **M9 dwarf root stock** (this restriction refers to all **future requests** to plant trees from allotment holders) they must also not allow self seeded trees to grow on their allotment.

## **7 Observance of Requirements:**

Tenants must observe and comply with current requirements and those which the Council may make changes to at any time in the future (eg: statutory law changes, local restrictions, such as, bonfire restrictions).

These requirements/changes must be displayed on the notice board at each site, and sent out with rent invoices, new tenancy agreements and/or newsletters.

## **8 Ponds:**

Ponds are not currently permitted on the Council allotment sites. **THIS REQUIRES DISCUSSION BETWEEN NBC AND NAN**

## **9 Speed limits:**

There is a speed limit of 10 kph (5 mph) on all allotments; this is for safety, and to maintain the integrity of the Haulage ways, and must be adhered to (signs may be obtained from the Council).

10 **Rent:**  
The tenant must pay the invoiced rent within 28 days of the due date. If the tenant qualifies for any special discounts, these must be requested by the 1<sup>st</sup> August (prior to the invoices being raised for that year). Proof of entitlement to discount will be required.

Applications for any discounts received by the Council after the 1<sup>st</sup> August will not be considered until the following year.

**The rent year:**

The rent year will run from 1<sup>st</sup> October to 30<sup>th</sup> September.

Tenants taking up an allotment within the year will be invoiced for the remainder of the year on a pro-rata basis.

11 **Rent Changes:**  
Any rental changes must be notified in writing to tenants 12 months prior to commencement.

12 **Relinquishing of plot:**  
A tenant may relinquish their plot(s) at any time. They may also have their tenancy agreement terminated for breach of requirements.

13 **Outgoing tenants:**  
Outgoing tenants must remove any items or structures from their plot(s) before the end of their tenancy, or offer any suitable structures to the site association, for onward recycling.

The Council will dispose of any materials not removed by the tenant. The full cost of collection and disposal may be charged to the outgoing tenant.

14 **Site keys:**  
The allotment site keys must be returned to the Council, within 14 days of the termination date of the tenancy.

The full cost of replacement will be charged to the outgoing tenant if the key is not returned.

Key costs can be increased at anytime, to cover the Councils costs, this will be done with a minimum of six months' notice, via the allotment notice boards.

The Council will also notify field secretaries by letter of any increase.

*Note: Some field associations control their own keys and you should adhere to that site's allotment key policy. You will receive information regarding this at the commencement of your tenancy.*

- 15 **Bonfires:**  
You should be aware that it is now an offence, under the Highways Act 1986 to allow smoke from a bonfire to drift across a road.

In addition, under the Environment Protection Act 1990, the Council is obliged to take formal legal action if they are satisfied that a nuisance, due to smoke, exists or is likely to occur.

Please first consider whether your bonfire is necessary and whether it is likely to cause a nuisance to the occupants of nearby houses, or to other plot holders.

- 16 **Rubbish and Recycling:**  
The Council operates a cage system for the disposal of rubbish with each site receiving cages as requested.

It is imperative that the weight limit of 1½ tonnes per cage is not exceeded, and that no green waste is deposited therein.

Please ensure that you do not bring any materials onto the allotment purely for disposal of such items into these cages.

It is preferable that non-diseased vegetable matter be composted and used on the tenant's allotment(s).

Any diseased plants and perennial weeds can be disposed of at the Council's recycling centres, free of charge.

- 17 **Duty of Care:**  
Tenants have a duty of care to everyone, including visitors to the site, trespassers and themselves.

Particular care should be taken when using strimmers, rotavators and other mechanically powered equipment.

When using any mechanically powered equipment on your plot, you should advise adjacent plot holders of your intention.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials.  
**(PONDS???)**

Asbestos is prohibited on all sites. If you discover it, please inform the dedicated member of staff of the Council of its location.

*Note: Low level asbestos roofing sheets are permissible, if already in situ.*

The use of barbed or razor wire is not allowed on any allotment site.

18 **Site security:**

All tenants and authorised persons must, upon arrival or departure, lock gates to prevent access by unauthorised persons or animals.

This instruction applies even if the gate is found to be unattended and unlocked for whatever reason, upon such arrival or departure.

Criminal acts of vandalism and damage against tenants must be reported to the police, by all affected plot holders.

Each plot holder should pass their crime number on to the field secretary, who should log these for future reference/action (if applicable).

The Council operates a zero tolerance policy in respect of theft from, or criminal damage to allotments. Any person proved to be involved in such activities will be subject to the full rigours of the law, and if a tenant, their tenancy will be revoked forthwith, and the right to rent an allotment withdrawn henceforth.

19 **Livestock and Pets:**

Dogs must be kept on a lead and under control at all times whilst on allotment sites.

Livestock on allotment sites is currently restricted to Hens and Rabbits.

Any tenant wishing to keep Hens and/or Rabbits, must agree to abide by the Guidelines.

Bees are not currently allowed on the Council's allotment sites.

*Note: This will be reviewed during 2007/2008*

20 **Authorised persons:**

Only the tenant or a person authorised or accompanied by the tenant is allowed on the allotment site.

The dedicated member of staff or other authorised person(s) (association committee members) may order any unauthorised person to leave the allotment site immediately.

21 **Paths:**

Paths within allotments must be kept free from weeds and growth must not exceed 100mm (4" high).

Paths must be kept clear of obstructions at all times.

Boundary pegs must not be removed by tenants under any circumstances (you should be aware that plot sizes will be checked periodically).

All paths should (as a minimum) be 0.75m wide (29"), for easy pedestrian access to tenants' plots.

If a full plot is divided into two half plots, the Council is responsible for marking the boundary between the two halves with a path of 0.75m (29") (as a minimum) and a minimum of two identifying posts.

Tenants should not remove any part of any path. If any path has been altered/removed the tenant will be required to reinstate it.

The tenant must ensure that all Haulage ways have free access for other users at all times (ie: no parking on the Haulage way).

Tenants must not encroach onto neighbouring plots via any paths.

Hardstanding for cars on plots must be reinstated as cultivated ground prior to relinquishing the tenancy.

## 22 **Structures (sheds, greenhouses, poly tunnels, and fences):**

Tenants may put up sheds (provided they do not exceed the permitted size limitations) and one greenhouse on their plot.

Maximum size of both sheds and greenhouses is 2.45mtrs long x 2.45 mtrs wide x 2.13 mtrs high (8'x8'x7').

Tenants keeping Hens and/or Rabbits may erect or place and maintain such buildings or structures on the land as is reasonably necessary for that purpose.

The foundations for structures must be no deeper than 150mm (6").

Permission from the dedicated member of staff is required for the siting of a poly-tunnel and the size agreed. Dependent on the size, planning permission may be required.

*Note: Community sheds are exempt from the size criteria.*

All structures on allotments must be temporary and maintained in a safe order. If the Council is not satisfied with the safe state of a structure the tenant must either repair it to the Council's satisfaction or remove it within one month of instruction to do so.

If the structure is not removed, the Council may remove it and charge the tenant the full cost of removal and disposal.

All applicable structures should have guttering/down pipes and a suitable container (ie: water butts) for water conservation.

Any structures erected on the allotment must not be made from any hazardous materials, and must be adequately secured to the ground to prevent uplift.

All structures must be kept within the boundary of the allotment plot, not impinging on to any path.

They must not be constructed over underground utilities, (eg: water supply pipes).  
Contact dedicated member of staff if unsure of location.

No permanent fences are to be erected on any allotment site. All plots will preserve an open aspect (ie: no solid fencing around plot boundaries).

Temporary windbreaks to protect crops are allowed, but need to be easily dismantled when crops are completed.

**23 Notices Advertisements and Plot Numbers:**

Only field society, association, the Council and NAN information is to be displayed on site notice boards. No other notices or advertisements are allowed on the site except with the written consent of the dedicated member of staff of the Council.

Tenants must mark their plot number on the outside of a shed, greenhouse, or on a post, and keep the number clean and legible, ensuring that it is visible from the Haulage way.

**24 Change of Address and Notices:**

Tenants must inform the Council immediately, in writing, of any change of address or status.

Notices to be served by the Council on the Tenant may be sent to the tenant's address as contained within the tenancy agreement, or as notified to the dedicated member of the Council under these requirements:

- a) by post
- b) by registered letter
- c) by recorded delivery or
- d) hand delivered.

Written information to the Council should be sent to:

The Dedicated Member of Staff for Allotments,

Westbridge Depot

St James Mill Road

Northampton

NN5 5JW

Or email [allotments@northampton.gov.uk](mailto:allotments@northampton.gov.uk)

**25 Inspection:**

Any allotment and any structure may be inspected by an authorised officer of the Council, at any time.

Under normal circumstances the dedicated member of staff or any other officer of the Council will carry out inspections, jointly with the field secretary. In the event of a dispute between the Council and a plot holder, NAN, if requested, will be prepared to mediate.

- 26 **Termination/relinquishing of the Tenancy:**  
The Council may terminate an allotment tenancy's agreement in any of the following ways:
- a) By giving 12 months' written notice to quit, if the site is a temporary site.
  - b) By giving one months' written notice to quit if:
    - (i) The rent is in arrears for 28 days or more or
    - (ii) The tenant is in breach of any of these requirements or of their tenancy agreement; or
    - (iii) On the demise of a tenant, when there would normally be no objection to a family member taking on the tenancy.

- 27 **Council's responsibilities (to include Field Managed Sites):**  
Administration, waiting lists, letting of plots, rent collection, termination of tenancy agreements, and enforcement of requirements.

Repairs to site perimeter fences, gates, water and haulage infrastructure, vacant plot management, tree management and general repair/maintenance.

The removal of rubbish which has been fly-tipped.

*Note: Tenants should not bring rubbish on to the site from outside. Anyone caught doing so is liable to having their tenancy terminated.*

- 28 **Liability:**  
The Council has a duty of care for all tenants on all sites.

Tenants are advised not to store any items of value on the allotment, and to insure and mark any items they do decide to keep at the allotment.

- 29 **Complaints procedure:**  
The Council will provide a high quality of allotment service. If however you are unhappy with the level of service in the first instance:  
Telephone 01604 837 837 or  
Write to the dedicated member of staff for allotments of the Council, who will respond/acknowledge your correspondence within seven days.

- 30 **Council Contact Details:**  
If you are dissatisfied with the response you receive, then please write to:

Streetcare & Environment Manager  
Westbridge Depot  
St James Mill Rd  
Northampton

NN5 5JW. For discussion at the monthly meetings between the Northampton Allotments Network & Northampton Borough Council.