

# Spennymoor Town Council Allotment Strategy/ Information Booklet







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# Welcome

This is the Spennymoor Town Council Allotment Strategy/Information Booklet for all allotment tenants; it is an accompaniment to your Tenancy Agreement.

This strategy/booklet is incorporated into and forms part of your Tenancy Agreement and sets out to supplement the information contained within your Tenancy Agreement

It provides tenants with a clear understanding of what is required of them on their allotment plot in the Parish of Spennymoor. We appreciate your cooperation in ensuring the use of your allotment plot complies with the rules, regulations and guidance contained within this booklet.

The Council encourage each site to have an Allotment Secretary, and the role of Allotment Secretary is there to represent the collective views of site tenants at any Council meeting and/or forum. The Secretary will also act as a liaison between the allotment sites and the Council, reporting back to plot holders on site secretaries' meetings and any other meetings with the Council. The role will involve updating tenants with any relevant information as required. Duties will also include attending site visits with Officers by mutual agreement and attending site secretaries' meetings.

New tenants will be provided with the site secretary's contact details and the role of the site secretary will be explained.

The Site Secretary would refer tenants to an appropriate Officer of the Council if required and assist the Council in highlighting concerns on site and support 'good practices' of allotment cultivation and animal husbandry. They will ensure equity for all tenants, always remain impartial and share 'good practices' with other Site Secretaries, recognising individual needs of other sites, considering limited budgets and priority spends across all allotment sites.

The Site Secretary or Representative should coordinate any work or alterations in communal areas and liaise with the Council regarding the implementation of minor repairs and capital works. Site Secretaries are to be elected by a Site Association or plot holders – nominated annually. The Allotment Authority is Spennymoor Town Council and within the Council the team of staff managing the allotments on behalf of the Council are known as the Grounds and Estates Team or the Council.

# Ambition Statement

## **Our ambition is to work with allotment holders to:**

- Ensure sites are secure with tidy and practical allotments, giving plot holders the opportunity for healthy relaxation, pleasure, and social contact.
- Where possible comply with and support the Council's environmental policies and strategies.
- Promote self-management of allotment sites where possible across the parish.
- Provide opportunities and encouragement to individuals and communities wishing to be involved in the cultivation of allotments.
- Build friendly and co-operative relationships with allotment secretaries, plot holders, Police, and other community agencies and help improve allotment sites through partnership working.
- Encourage through open and positive communication, a relationship where plot holders, allotment associations and Officers share realistic expectations. Where we work in partnership to develop and support procedures that promote efficient and effective allotment administration.
- Make effective and appropriate allocation of budgetary resources to achieve prioritised, realistic, and shared expectations for allotments sites.
- Uphold fair, open and equitable treatment and safe tenure.

# Allotment Categorisation and Pricing Category

Following consultation with key stakeholders, the Council have divided up our allotments into seven key categories of usage, which are listed below.

Each category is individually linked to a price band for the use of the allotment, again which is listed below.

	Allotment Category	Price Band
1	Standard allotment where vegetables etc. are grown	A
2	Standard allotment that due to difficult ground conditions it is difficult to cultivate the ground	A
3	Standard allotment that has chickens, geese and/or ducks	A
4	Standard allotment that has one or more dogs	B
5	Standard allotment that has one or more horses	C
6	Standard allotment used as a leisure garden	A
7	Standard allotment that has pigeons	A

The Council will set the charges for allotments each year, as part of the annual budget setting and fees and charges process with allotment holders receiving 12 months' notice of any proposed change.

Band A is the standard charge, Band B is double the cost of Band A and band C is double the cost of Band B.

# Section 1—Allotment Tenancy

These rules and regulations are made in line with the Small Holdings and Allotments Act 1908 and subsequent allotments legislation including but not limited to the Allotments Act 1922.

They apply to all Council rented allotment sites/plots.

## 1.1 Tenancy Agreement

1.1.1 Plots are let on an annual basis, with the rent year commencing 1st October each year.

1.1.2 For a tenancy to continue, plot holders must:

- Utilise and manage their plot, in accordance with these guidelines and the Tenancy Agreement.
- Pay the required rent within the time specified on the invoice. Rent charged is for the land and water onsite (where applicable). It does not include skips, rubbish removal, pest control, internal fencing etc. (This list is not exhaustive).

1.1.3 In the event of any conflict or discrepancy between any previous Tenancy Agreement and this Allotments Information Booklet and Tenancy Agreement, this new agreement shall take precedence.

1.1.4 Each allotment tenancy will be made in the name of one person only, or joint if this is a family member or co-worker who works on the plot (see 1.4).

1.1.5 The Council, as landlord retains all rights and powers over the land.

1.1.6. 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.

1.1.7 Any rent increase will occur on 1st October each year.

1.1.8 The rules and guidelines contained in Spennymoor Town Council's Allotment Booklet apply to all tenants and co-workers, be they existing or new.

## 1.2 Allocation of Plots and New tenants

1.2.1 To be eligible to apply for an allotment plot, a person must be at least 18 years old and live within the Parish of Spennymoor.

1.2.2 When an applicant confirms their wish to commence a new tenancy, they will be asked to sign a Tenancy Agreement and pay the rent on that plot.

1.2.3 The tenant must be the main user of the plot and is responsible for the activities of any registered co-worker (see 1.4) and any visitors to their plot.

1.2.4 All plots are let on an 'as seen' basis and the Council is not responsible for any works which may be required after acceptance.

1.2.5 New tenants will be expected to undertake a specified level of progress or cultivation (as a guide we would normally seek 70% of the garden to be utilised for fruit or vegetables). Failure to do this may result in the tenancy being terminated, in accordance with the Tenancy Inspection Schedule (Appendix 2).

1.2.6 If the new tenant has not observed the rules and guidelines within this booklet, notice may be given to end the tenancy under Section 30(2) of the Small Holdings and Allotments Act 1908.

### 1.3 **Sale and Sub-letting**

1.3.1 The sale or sub-letting of plots is strictly prohibited

1.3.2 The tenancy of an allotment plot is personal to the tenant and is non-transferable. Under Section 27 (4) of the Small Holdings and Allotments Act 1908, the tenant may not assign, under let, or part with possession of all or part of their allotment.

### 1.4 **Co-workers / family member**

1.4.1 A tenant may register one co-worker or family member to assist on the plot; it is the responsibility of the tenant to register their co-worker or family member with the Council at the beginning of each years agreement.

1.4.2 Co-workers / family members must abide by the rules and regulations set down in this booklet and Tenancy Agreement.

1.4.3 A registered co-worker / or family member has no automatic right to assume the tenancy of the plot if the registered tenant decides to surrender the plot without the Council's approval.

1.4.4 Any person working the plot who is not a registered co-worker/family member will not be considered for tenancy upon surrender of the plot by the tenant.

1.4.5 The Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a family member/co-worker.

1.4.6 In the event of the death of the tenant (please refer to 1.7).

1.4.7 A registered co-worker / family member will only be considered for offer of tenancy where plots have been managed in accordance with the rules and regulations and Tenancy Agreement

1.4.8 The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.

1.4.9 Plot tenancies must be surrendered, in writing, by the existing tenant before the Council will consider the application of the registered co-worker / family member to take over the plot.

### 1.5. **Change of Address**

1.5.1 The tenant must give written notice of change of address within one month of any change.

1.5.2 It is the tenant's responsibility to inform the Council of change of telephone number or email address or home address.



1.5.3 Personal information held by the Council relating to each allotment tenancy will be held in accordance with the Data Protection Act (2018). Any requests for information held by the Council in relation to the allotment tenancy will only be divulged when it is lawful to do so. The Council will also ensure we respect an individual's rights and comply with legal requirements. For more information on this, please contact the Town Council.

## 1.6 **Splitting of Plots**

1.6.1 Plots should not be split, and this can only happen with the approval in writing from the Council.

## 1.7 **Death of a Tenant**

The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin or co-worker will be given adequate time to remove personal possessions and produce from the plot.

1.7.1 The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned if the registered co-worker or family member does not wish to continue.

1.7.2 The Council will consider any request for succession from the spouse/family or co-worker. Co-workers / family members must meet the requirements of section 1.4 to be able to take over the tenancy. Any offers will be made at the discretion of the Council.

1.7.3 Tenants are advised that no human or animal ashes or remains can be scattered or buried on the allotment plot/site.

## 1.8 **Written Correspondence from the Council**

1.8.1 Any written correspondence, for example, letters and notices, will be deemed to have been served if sent by post to the tenant at his/her last known address.

1.8.2 Any other correspondence may be sent via email if an email address is held on file.

## 1.9 **Power of Entry and Inspection**

1.9.1 If your plot is directly managed by Spennymoor Town Council, any Officer of the Council or other Authority is entitled, at any time, when directed by the Council to enter and inspect an allotment garden to ensure compliance with the rules and regulations of the tenancy agreement and in line with the inspection Schedule.

1.9.2 Tenants are advised that photographs may be taken as part of the inspection process and these pictures retained by the Council for future reference, in accordance with the requirements of the Data Protection Act 2018.

1.9.3 You will be in breach of your Tenancy Agreement if you cause hindrance or harassment of an appointed officer in carrying out inspection of the plot. This may result in an immediate Notice to Quit being served.

## 1.10 **Enforcement of Tenancy Rules and Regulations**

1.10 .1 Where there is a proven breach of tenancy, the Council will take enforcement action against the tenant and begin the eviction process. This may be an instant termination of tenancy, or a phased warning and opportunity for the tenant to remedy problems depending upon the nature of the breach of tenancy

## 11.11 General Breaches of Tenancy - Enforcement Procedure

11.11.1 When evidence proves that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure to allow the tenant opportunity to remedy the breach:

**Warning/Tidy Letter/Non-Cultivation Letter** (refer to 1.12 for mitigating circumstances); it is the responsibility of the tenant to raise any issues within 2 weeks of the date on the letter). The warning/tidy letter/non-cultivation letter will outline the nature of the breach(es), give instructions on required actions, and give a specified amount of time for the tenant to rectify the problem/s. If a tenant wishes to surrender the plot at this time this should be in writing to the Council at the Town Hall in Spennymoor.

### Notice to Quit

If, after the specified time from the warning/tidy letter/non-cultivation letter being served, it is found that no/insufficient action has been taken, the tenant will be issued with a Notice to Quit. The Notice to Quit informs the tenant that the tenancy will be terminated, and that the eviction process has commenced.

- During this period, tenants must remove all possessions and locks and leave the allotment plot in an agreed condition.
- When a tenancy is terminated any structure, shed or greenhouse must **at the cost of the tenant** be removed from the plot, within the notice period. Unless otherwise agreed and confirmed with the Council in writing.
- On termination of the tenancy, the tenant **at the cost of the tenant** must carry out any works which are required to bring the plot to a lettable standard (rubbish removal, removal of stored materials, derelict structures etc.) if the plot is not returned in a lettable condition, remediation works may be undertaken by the Council and the outgoing tenant may be charged for these remedial works.

## 1.12 Mitigating Circumstance - inability to manage the plot for a short period of time.

1.12.1 Tenants who are unable to cultivate their plot fully for reasons such as illness or other personal circumstances, should contact the Council for advice and support as soon as practicable. All such details will be strictly confidential.

1.12.2 At the discretion of the Council, tenants may be given a 'waiver' of a specific time (maximum of 6 months). The plot will not be subject to the normal inspection / enforcement procedure during this time. The plot must be brought up to an acceptable standard within an agreed time at the end of this period.

## 1.13 Record of Warnings

1.13.1 Any breaches of tenancy (i.e., first or second warning) received by the tenant will remain relevant for 3 years. Tenants who, in one season, receive a first warning, for example for non-cultivation, then subsequently take adequate action that year, but then commit the same offence within the 3-year period, would receive a 2<sup>nd</sup> warning for that offence rather than another 1<sup>st</sup> warning – this system aims to prevent persistent abuse of the rules and regulations.

## 1.4 Serious Breaches of Tenancy

1.14.1 Where it is proved that a serious breach of tenancy has occurred (see list below) then an immediate Notice to Quit will be served and tenants will be instructed to vacate the plot and their tenancy will end.

- Abuse or violence towards other tenants, Council Officers, blue light officers or members of the public (including verbal abuse) and on social media.

- Criminal activities of any form
- Commercial activity such as selling of goods or services
- Activities which may cause significant harm or risk of harm to human or animal health or to the environment. (Please note: this list is not exhaustive)

#### 1.15 **Misconduct**

1.15. If an act of misconduct is reported. The Council /or Police will investigate, and this may result in the following:

1. First Offence – Initial Warning
2. Second Offence – Final Warning
3. Third Offence – Notice of Termination

Acts of misconduct resulting in the issue of a warning shall include (but are not limited to); trespass on another plot, nuisance fires, erection of structures without prior permission, failure to control weeds, failure to maintain fences, inadequate cultivation of garden plot etc.

#### 1.16 **Serious Misconduct**

1.16.1 If an act of serious misconduct is reported. The Council and/or Police will investigate. This may result in a Notice to Quit being issued and termination of tenancy will be with immediate effect.

Acts of serious misconduct include (but are not limited to); arson, theft, physical violence, threats of such, abusive language or behavior, damage to property, fly-tipping and the use of air rifles within any allotment site.







# Section 2—General Site Rules

## 2.1 Authorised Persons

- 2.1.1 Only the tenant, registered co-worker / family member or accompanied guest(s) are allowed on an allotment site.
- 2.1.2 The Council or other authorised person(s) may order any unauthorised person to leave the allotment site immediately.
- 2.1.3 No person under 18 years of age is allowed on site, unless accompanied by an adult or with permission in accordance with 2.1.4.
- 2.1.4 Non-tenants may be allowed on site when the tenant is away to water plants, tend to livestock etc. if permission has been granted by the tenant.
- 2.1.5 The tenant is responsible for the behavior and safety of children and adults visiting the allotment site where their plot is. In an instance where a visitor breaches site rules, then the tenant will be held responsible.

## 2.2 Expected Behavior of Tenants

- 2.2.1 Tenants must pay due regard to their own personal health and safety and of others who may be around them.
- 2.2.2 Tenants must not discriminate against, harass, bully, or victimise any other person/s on the grounds of sex, race, color, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified.
- 2.2.3 No tenant must cause another tenant harassment, alarm, or distress. Any proven use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution (this includes verbal abuse).
- 2.2.4 Allotment plots and structures may not be used for any illegal or anti-social purpose. Tenants found to have committed an illegal or anti-social act will be subject to immediate tenancy termination.
- 2.2.5 In the case of unresolved disputes between tenants ('tenants' for the purpose of this sub paragraph includes registered co-workers / family members and tenant's guests) where no one party can be proven as being in breach of any site rules, then the Council reserves the right to end the tenancy of both parties. The Council reserves the right to consult and seek guidance to resolve the issue to their satisfaction.

## 2.3 Access

- 2.3.1 The tenant, registered co-workers / family members or visitors must only enter the allotment site by the associated gates, tracks, and paths.
- 2.3.2 No additional entrances or gates can be installed without prior written permission of the Council.
- 2.3.3 Tenants must not modify or interfere with padlocks, fences, gates or any other security provision made by the Council.

## **2.4 Site Hours of Use**

- 2.4.1 Allotments should normally only be accessed in the hours of daylight (dawn until dusk).
- 2.4.2 Overnight stays are strictly forbidden.
- 2.4.3 The Council reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.

## **2.5 Site Keys**

- 2.5.1 Tenants where applicable, will be issued with one key for main gates, a refundable deposit is charged and refunded on return of the key.
- 2.5.2 Any additional or replacement keys will be subject to a refundable deposit.
- 2.5.3 Keys must be returned at the end of the tenancy, or an additional charge will be made .
- 2.5.4 Tenants must ensure that keys are kept in their possession and must not be given to a third party, except for the purposes explained in 2.1.4.
- 2.5.5 The copying of keys is strictly forbidden without written Council approval.

## **2.6 Locking of Site Gates**

- 2.6.1 All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This also applies if the gate is found to be unlocked on arrival / departure.

## **2.7 Vehicles on Allotment Sites (where applicable)**

- 2.7.1 It is not permitted to use allotment plots for the parking or garaging of motor bikes, vehicles, trailers, or caravans.
- 2.7.2 Plot users are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles.
- 2.7.3 Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Vehicles must be removed immediately following loading or unloading. Owners of vehicles which frequently and persistently block paths will be issued with a warning.
- 2.7.4 Pedestrians always have priority use of allotment tracks, vehicles must be driven with due care and consideration, stopping to allow pedestrians to pass safely.
- 2.7.5 Drivers must limit their speed to a maximum of 5 mph when on site.
- 2.7.6 The Council reserves the right to prohibit vehicle access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g., due to damage to the internal pathways or issues caused by unauthorised access (i.e., theft or fly-tipping) or for the safety of tenants. Please note that this list is not exhaustive.

## **2.8 Crime and Anti-Social Behavior**

- 2.8.1 Allotment tenants are encouraged to report any crime or anti-social behavior on allotment sites to the Police, Durham County Council, Community Protection Team and the Council.

## 2.9 **Water**

- 2.9.1 The tenant shall not waste or contaminate water and the Council encourage the use of water butts, any misuse of water by a tenant will result in the supply of water being removed.
- 2.9.2 All standpipes must be shared with surrounding tenants.
- 2.9.3 Hose pipes are permitted to water directly if handheld or to fill water butts, providing this does not prevent other tenants having access to water supplies, unless subject to prohibition or restriction by the Water Authority.
- 2.9.4 Any tenant who the Council considers to be using excessive quantities of water, or who is seen to consistently monopolise the water supply to the detriment of other tenants will be issued with a warning. This may include any mains connected irrigation (such as sprinklers and timed devices).
- 2.9.5 Alterations to the water supply or illegal connections will be considered a serious breach of tenancy. Any tenant may be asked to remove any connections that do not have permission from the Council.
- 2.9.6 The Council reserves the right to switch off the water supply for a period, if it is deemed necessary for maintenance work or to prevent damage to the water supply infrastructure, i.e. during winter months.
- 2.9.7 Tenants are not eligible for rent rebates on sites where water supplies have been temporarily or permanently turned off .

## 2.10 **Allotment Fencing**

- 2.10.1 The Council is responsible for the maintenance and repair of site perimeter fences where applicable only. Internal fencing is the responsibility of the named tenant. Where there is a shared fence adjoining tenants have equal responsibility.
- 2.10.2 No structures are to be attached to or supported by external fencing. Where there are historical connections/attachments plot holders will be expected to rectify the situation when external fencing replacement or maintenance is undertaken.
- 2.10.3 Permission must be granted by the Council prior to a boundary or fence installation/modification/replacement. Failure to obtain permission may result in the tenant being asked to remove or modify the fence at their cost.
- 2.10.4 Replacement fencing must not exceed existing fence heights onsite.
- 2.10.5 Installation/modification/replacement fencing must be of timber construction. Approval of materials should be sought prior to work commencing from the Council.

## 2.11 **Internal Paths and Communal Areas**

- 2.11.1 Tenants shall keep paths and communal areas adjoining their allotment plot clean, free from weeds, long grass and in good repair.
- 2.11.2 The tenant shall not obstruct or allow to become obstructed, any path, road, or communal area (this includes when storing materials).
- 2.11.3 Where shared paths exist within a plot, these should be kept clear with unobstructed access for both tenants.

- 2.11.4 To facilitate access by emergency services and maintenance vehicles, tenants of allotment plots or plots adjacent to main access tracks must ensure that:
- a) the track is always kept free of obstructions and hazards
  - b) materials and manure are delivered directly into plots and not left unattended
- 2.11.5 Tenants must not change or interfere with plot boundaries or encroach into alleys.
- 2.11.6 Hedging must be maintained or grown to maintainable proportions and must not obstruct adjacent pathways.
- 2.12 Notifiable Pests, Plants and Plant Diseases**
- 2.12.1 Notifiable pests, plant diseases, injurious weeds and invasive plants should be reported to the Council.
- 2.12.2 All pest control treatment must be undertaken by the tenant .
- 2.13 Security and Covert Surveillance**
- 2.13.1 Tenants who use personal CCTV for security must ensure that surveillance is restricted to within the boundary of their plot and where relevant, signage is displayed.
- 2.13.2 Tenants are advised that mobile CCTV cameras and other surveillance equipment can and will be deployed by the Council or other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes.
- 2.14 Fault and Repair Reporting**
- 2.14.1 Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the Council. Once issues are identified, most minor repairs will be undertaken as soon as reasonably practical by the Council.
- 2.14.2 Emergency faults which arise out of normal working hours which may compromise the security of the site should be reported to the Council at the earliest opportunity.



# Section 3-Rules about Your Plot

## 3.1 Plot ID Numbers

3.1.1 You must ensure that your plot number is shown clearly on your plot, so that plots can be easily identified by Council Officers and emergency services.

## 3.2 Use of Plot

3.2.1 The tenant shall use the allotment plot for the recreational growing of vegetables, fruit, flowers and for permitted livestock (if applicable and agreed as part of your tenancy agreement).

3.2.2 The cultivated area of the plot is defined as the area that is cultivated for crop or flower production; this should represent at least 50% of the total plot. There may be exceptions to this i.e. pigeons or grazing gardens.

3.2.3 The cultivated area may also include greenhouses, poly tunnels and fruit cages.

3.2.4 The utility area of the plot is defined as an area that is not cultivated but provides useful amenity to the plot, this should take up no more than 30% of the total plot.

3.2.5 The utility area may include permitted structures and temporary storage (see 5.3.2).

3.2.6 All structures will require permission to be granted before erecting, dismantling, or altering by the Council.

3.2.7 Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.

3.2.8 An area that is cleared annually of weeds yet remains un-cropped or unplanted during any one year will be considered as non-cultivated.

3.2.9 Cultivation requires that the tenant annually mulch, prune and weed the plot, sow and plant crops.

## 3.3 Unauthorised Use of the Plot

3.3.1 The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade, business, or commercial activities.

3.3.2 The tenant shall not grow, bring onto site any produce or materials for the purpose of selling.

## 3.3.4 Weeds

3.4.1 It is the responsibility of the tenant to keep the plot as weed free as possible.

3.4.2 The tenant must keep the plot free of weeds that may cause a nuisance to adjoining tenants

3.4.3 Tenants must control pernicious weeds which spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles).

3.4.4 Allotments that have areas unsuitable for production, such as heavily shaded areas, excessively sloping land, impoverished or polluted soils, or buildings/ concreted areas which existed previously may be allowed extended utility, lawn, or conservation areas. Any such exemptions will be at the agreement of the Council.

### 3.5 Use of Materials as Weed Suppressants

3.5.1 The use of carpets as a weed suppressant is not allowed, due to soil contamination from chemicals contained within.

3.5.2 All weed suppressants, such as black plastic, should only be used as an aide to clear the plot – the maximum length of time these can be left in place is 6 months with the agreement of the

### 3.6 Trees and Hedges

3.6.1 All fruit trees must be adequately maintained and not exceed 2 metres in height . No conifers are to be planted at any time on allotment plots.

### 3.7 Storage of Materials on the Plot

3.7.1 The storage of materials not directly connected with the cultivation of the plot is not permitted under any circumstances.

3.7.2 Valuable items, such as tools or machinery, should never be stored or left unattended on site. The Council does not take responsibility for valuables left on plots.

3.7.3 The Council has the right to ask the tenant to remove any items which they deem should not be stored on the plot.

3.7.4 Materials which are to be stored for use on the plot can only be stored for a maximum of 6 months. After this period, the tenant may be asked to remove surplus materials within a set time.

3.7.5 The tenant must at their cost remove all stored materials at the end of tenancy; a cost may be applied for removal by the Council including removal of waste materials, timber, gas bottles (this list is not exhaustive) .

### 3.8 Waste Disposal

3.8.1 Tenants must not bring items on site that they cannot dispose of in the proper manner.

3.8.2 Waste derived from the plot must be responsibly disposed of.

3.8.3 A skip may only be made available and charged to a tenant, in exceptional circumstances, i.e., when a new tenant has inherited debris from a previous tenant, greenhouse collapse, removal of concrete bases etc. All green waste should be composted.

3.8.4 The use of the plot for household waste recycling or disposal is strictly forbidden.

3.8.5 The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.

3.8.6 The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for the use in the cultivation of the allotment plot).

3.8.7 All deliveries of manure etc. should be supervised by the tenant and taken onto the plot immediately.

- 3.8.8 Tenants who fail to remove waste materials including manure etc. will be issued with a warning and may be liable for clean-up costs.
- 3.8.9 Tenants who witness fly-tipping onto allotment land should immediately contact the Council. All reports will be treated in the strictest confidence.
- 3.8.10 Building materials agreed by the Council which are delivered to sites, e.g. window frames for greenhouses, must be taken into the plot immediately. Failure to do so will be deemed to be fly-tipping which could result in prosecution.
- 3.8.11 Tenants must not place any refuse or organic matter elsewhere on the site (e.g., vacant plots or pathways). This will be deemed to be fly tipping, which could result in prosecution.
- 3.8.12 Tenants who are found to have illegally disposed of waste will be given an immediate Notice to Quit, as this is deemed to be a serious breach of tenancy.
- 3.9 **Composting**
- 3.9.1 Tenants should compost green waste as a preferred alternative to burning.
- 3.9.2 The tenant shall maintain compost heaps in a tidy condition, and they must be in proportion to the size of the plot. Compost heaps must be turned regularly to discourage vermin.
- 3.10 **Restrictions on Garden Fires which are only permitted between 1<sup>st</sup> Sept to 1st May for horticultural waste only**
- 3.10.1 Garden fires are not encouraged and should only be used as a last resort for the disposal of horticultural waste.
- 3.10.2 Fires must not be left unattended and must be extinguished before leaving site. Failure to comply will be deemed a serious health and safety and environmental offence and tenants may be issued with an immediate Notice to Quit.
- 3.10.3 Fires must be restricted to less than one cubic metre in size or contained in a metal brazier of approximately 45-gallon size.
- 3.10.4 Water or sand must always be available to extinguish a fire.
- 3.10.5 Only dry organic material, i.e perennial weeds, diseased plants can be burned. All other green waste must be composted.
- 3.10.6 Only untreated timber can be burned.
- 3.10.7 The burning of the following materials is strictly forbidden and will lead to immediate Notice to Quit and may lead to referral for prosecution under the Environmental Protection Act 1990.
- Any material originating from outside the allotment site
  - Any material producing black smoke, i.e. rubber, plastics, foam, paint, treated timber
  - Any other material which may cause environmental damage or harm to human health
- 3.10.8 Tenants should be aware that any fires which cause smoke nuisance under the Environmental Protection Act 1990, Section 80 may be subject to independent enforcement action .



- 3.10.8 Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980
- 3.10.09 When lighting fires, consideration must always be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighboring premises
- 3.10.10 The Council reserves the right to ban fires or implement restrictions at any time where tenants do not show due consideration to the rules
- 3.10.11 Health and safety of other tenants and neighboring residents must always be given priority
- 3.10.12 Failure to adhere to the above will result in a Notice to Quit being served.





### 3.11 Minerals

- 3.11.1 Tenants must not sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay, or sub-strata or allow any other person to do so.
- 3.11.2 Tenants must not bring in any mineral material which may contaminate the plot or be detrimental to the soil quality or fertility.

### 3.12 Asbestos

- 3.12.1 If you suspect that there are asbestos containing materials on your plot, please contact the Council who will Investigate further and manage/remove accordingly.
- 3.12.2 Asbestos has historically been used in many products including ceiling tiles, pipe insulation, spray coatings and boilers. The kind of asbestos that is most likely to be found on an allotment is asbestos cement. The photographs show typical asbestos cement products found on allotments in the form of corrugated roofing panels, rainwater goods including hoppers and drainage pipes.



Asbestos cement is often regarded as being lower risk than other forms of asbestos as the fibers are bonded into the cement and are not easily released. However, you will be at risk if you wire brush, sand, drill, saw, cut, or otherwise damage asbestos cement products

- 3.12.3 If there is asbestos cement sheeting on or in structures on your allotment and the sheets are in good condition, not likely to become damaged and you are happy for them to remain (e.g. as the roof of a shed you wish to use) then it is safe to leave them as they are. Asbestos cement is very durable, and the sheets only present a risk of releasing fibers if they are damaged.

If you are concerned contact the council.



# Section 4-Rules about Health and Safety

## 4.1 Personal Safety

- 4.1.1 Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 4.1.2 The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on the allotment site.
- 4.1.3 Care should be taken when using strimmers, rotavators and other mechanical/powered equipment. The Council advise seeking appropriate training prior to use. Appropriate personal protective equipment should be always worn, and machinery operated in accordance with the manufacturer's instructions.
- 4.1.4 Unsafe working practices may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

## 4.2 Insurance and Personal Liability

- 4.2.1 Tenants should consider taking out their own personal liability and property insurance cover against theft, damage, and personal injury. It may be useful to seek professional advice to ensure that any cover meets the requirements of their activities.
- 4.2.2 Tenants may also wish to consider becoming a member of one of the national allotment organisations, where membership benefits may be available.
- 4.2.3 Tenants wishing to keep horses, dogs or bees must obtain written permission from the Council and have suitable insurance cover (see Appendix 1 Bee Keeping on Allotments).
- 4.2.4 Tenants have responsibility for the security of any article taken onto the allotment site. Valuable items such as tools and machinery should never be left on site

## 4.3 Hazardous Materials on Allotments (gas bottles, fertilisers, pesticides, fuels etc.)

### 4.3.1 All tenants with hazardous materials must:

- Ensure they are stored correctly and securely and used in accordance with manufacturers' guidelines
- Failure to adhere to the above will be deemed a serious breach of tenancy and tenants will be is sued with an immediate Notice to Quit

### 4.3.2 Restrictions on Pesticides and Fertilizers

- Under the Control of Pesticides Regulations (COPR 1997) anyone who sells, supplies, stores, or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.
- Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions in an approved container, well out of the reach of vulnerable people and locked away, if necessary.
- Nitrate fertiliser must not be stored within 10 metres of a watercourse or field drain.

#### 4.4 Disposal of Pesticides and Fertilisers

4.4.1 Allotment tenants should follow the manufacturer's instructions regarding the safe disposal of pesticides and fertilisers.

For more information, please visit [www.hse.gov.uk/pesticides](http://www.hse.gov.uk/pesticides).

4.4.2 Pesticides should never be included in the household rubbish, burnt, placed in skips, or poured into any kind of drainage system or watercourse.

#### 4.5 Storage and Handling of Fuel for Heating and Machinery

4.5.1 Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. To reduce risk to the public and emergency services, the following restrictions will operate:

##### 4.5.2 Restriction on Gas Cylinders

- Only canisters containing LPG and of a maximum size of 15 Kg are to be used on plots for heating and lighting (subject to 4.3).
- Acetylene is strictly forbidden.
- A maximum of two canisters (be they full or empty or any stage between) are permitted on a plot at any one time (maximum size 15kg).
- Empty gas bottles must not be stored on plots or elsewhere onsite.

#### 4.6 Restrictions for Flammable Liquids

4.6.1 A maximum inclusive total of 20 litres of flammable liquid (paraffin, petrol, diesel, methylated spirits, oil, etc.) can be stored by tenants on plots and must be contained in approved 5 litre containers.

4.6.2 All flammable liquids must be in containers specifically designed for their storage with appropriate, visible, and readable safety warnings on the outside of the container.

4.6.3 All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.

4.6.4 Containers must be kept in adequately secure and ventilated circumstances.

4.6.5 Fuel in machinery or heaters is not included in this storage total but should not exceed an additional inclusive total of 10 litres for the plot.

4.6.6 All spillages must be cleaned up immediately and significant spillages MUST be reported to the Council.

4.6.7 Sand, cat litter or proprietary oil absorbent products must be kept in case of spillage.

4.6.8 For more information on storing flammable liquids please visit [www.HSE.gov.uk](http://www.HSE.gov.uk).

#### 4.7 **Emergency situations**

4.7.1 In the event of a fire on site you should take the following action:

- Shout FIRE, FIRE, FIRE this will alert other tenants onsite of the danger.
- Leave the site by the nearest safe exit, and move to a safe distance away from the site.
- Call 999 to inform the Fire Brigade, give the location of the site and any relevant information.
- Inform the Council of the fire.

4.7.2 In the event of any other emergency onsite.

- Call 999 and inform the relevant authority.
- Inform the Council.

## Section 5- Rules about Structures

### 5.1 **Consent/Permissions**

5.1.1 The Council will consider all proposals for structures and decide taking into account the local environment. The Council decision is final.

5.1.2 The tenant shall not erect any new structures or make significant alterations to any existing structures (including extensions) without prior consent of the Council. If permission is not sought prior to erection, then the tenant may be required to remove the building/structure at their cost.

5.1.3 The Council requires the following information:

1. Purpose of structure.
2. Structural dimensions (i.e., total height, width, building footprint) in metres.
3. Description, picture, sketch or drawing of proposed structure.
4. Materials to be used in construction.

### 5.2 **Restrictions on Structures**

5.2.1 All greenhouses, poly tunnels and fruit cages will be considered within the cultivation area.

5.2.2 No structure will be permitted which will significantly impact on the ability to use or enjoy the plot of neighbouring tenants, e.g. cause shading.

5.2.3 Any structure on the allotment must be maintained to an appropriate appearance and condition. If the Council is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or remove the structure within 28 days of instruction to do so.



5.2.4 Any structure must be temporary and should be removed when the tenancy ends.

5.2.5 No structures are to be attached to or supported by external fencing (see 2.10.2).

5.2.6 The Council has the right to refuse permission for any structure which they deem to be unacceptable.

### 5.3 Permitted Structures

5.3.1 Structures permitted in the cultivation area (not less than 50% of the plot see 3.2.2)

- Poly tunnels
- Greenhouses
- Fruit cages
- Water butts and composters

5.3.2 Structures which may be permitted in the utility area (not more than 30% see 3.2.4) subject to permission from the Council (this list is not exhaustive).

- Concrete bases for sheds/greenhouse Potting/tool sheds
- Animal housing
- Temporary storage areas (6 months maximum)

5.3.3 Ground based single storey structures

- All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- All structures must be kept within the boundary of the plot and not constructed over under ground utilities (e.g., water pipes) or neighbouring paths/plots

### 5.4 Structures not permitted

- Pigeon lofts unless authorized by the Council which may change the category of the plot
- Fences/structures higher than 2m unless authorized by the Council
- Structures constructed from brick/block work
- Caravans/portacabins/shipping containers
- Dog kennels [unless authorized by the Council which may change the category of the plot](#)
- Stables unless authorized by the Council which may change the category of the plot
- Pathways greater than 25% of the total plot area (except where hard pathways are required for disabled access)
- Brick built chimneys
- Flagpoles will only be permitted with the express permission of the Council

### 5.5 Materials not permitted

5.5.1 The Council encourages the use of recycled/reclaimed materials for construction of sheds green houses etc. Materials which are not permitted on plots include: (this list is not exhaustive)

- Brick and block work
- Asbestos containing products
- Garage Doors

## 5.6 Structure Use and Construction

5.6.1 Any proposed structure or alteration to an existing structure, must have a clear horticultural purpose in relation to the cultivation, maintenance of the plot or the welfare of permitted live stock, for example:

- Cultivation - greenhouse, poly tunnel, compost area, water butts and fruit cages
- Temporary storage, low risk garden tools and materials for use on the plot only
- To store potentially hazardous materials, e.g. fertiliser, pesticides, herbicides and fuels in permitted quantities (see 4.3)
- Storage of animal feed

## 5.7 Heating of Structure

5.7.1 All heating appliances to be used on allotments must be used in accordance with the manufacturer's instructions and comply with the restrictions in point 4.3

5.7.2 Under the Clean Air Strategy 2019, it is an offence to emit smoke from the chimney of a building from a furnace, if located in a designated smoke control area.

5.7.3 It is also an offence to acquire 'unauthorised' fuels for use within a smoke control area unless it is used in an 'exempt appliance'. The current maximum level of fine is £1,000 for each offence.



# Section 6 - Rules about Livestock

## 6.1 **Livestock on Allotments** (where livestock is allowed - specific sites only).

- 6.1.1 Tenants must seek permission from the Council before introducing livestock to a plot. A Notice to Quit may be served if permission is not obtained in advance.
- 6.1.2 The keeping of the following livestock may be considered on specific allotment sites, but is subject to prior written approval by the Council:
  - Bees there are specific terms that must be met relating to the keeping of bees prior to permission being granted (see Appendix 1 Bee Keeping on Allotments)
  - Birds including hens, pigeons, doves and ducks
- 6.1.3 Cockerels are not allowed on any allotment site due to the noise nuisance. If this is breached then the allotment tenant will be asked to remove the cockerel immediately, failure to comply will result in a Notice to Quit being served.
- 6.1.4 The Council reserve the right to decline applications for certain animals/birds or request a revision of the number of animals kept on a plot.
- 6.1.5 Cows, pigs, goats, and sheep are not permitted on any allotment site/plot unless authorised by the Council which may change the category of the plot, and relevant insurance is in place and evidenced.
- 6.1.6 A limited number of horses are allowed (with permission of the Council). Horses are defined as, horses, ponies, donkeys and all must have ID passports .
- 6.1.7 Dogs are not permitted to be housed or kept overnight on any allotment site/plot without approval of the Council.
- 6.1.8 Dogs must be kept on a lead and under close control when on communal pathways. You must not allow dogs to enter plots other than your own. If your pet is a nuisance to other tenants, it will no longer be allowed onsite.
- 6.1.9 Tenants must ensure the responsible removal and appropriate disposal of dog faeces, in accordance with the Local Authority's dog fouling policy/orders.
- 6.1.10 All animal feed must be securely stored to prevent pest infestation.
- 6.1.11 Livestock should be fed using feeders which are off the ground and should be removed overnight. Dropped feed should be swept and removed to prevent vermin being attracted to the site. If tenants do not provide good housekeeping for livestock, the Council may rescind permission to keep livestock.
- 6.1.12 Where tenants have given up plots or have been evicted and they fail to remove their livestock, the animals/birds will be taken into the possession of the Local Authority, or the RSPCA and the tenant will be responsible for any charges for accommodating these animals or for veterinary treatment. A Notice to Quit will be served and the tenant may face prosecution.

## 6.2 **Inspections**

- 6.2.1 The Council has the right to undertake regular inspections of livestock being kept on allotment plots.



- 6.2.2 If the welfare of any animal is deemed to be compromised, then the Council will ask that immediate remedial action is taken or that the animal is removed to more suitable accommodation.
- 6.2.3 Failure to comply with these requests will result in referral for prosecution under The Welfare of Animals Act 2011 and a Notice to Quit issued.

## Section 7 - End of Tenancy

### 7.1 Termination of Tenancy by the Tenant

- 7.1.1 The tenant may give up the tenancy of the allotment plot at any time by giving notice, in writing, to the Council.
- 7.1.2 On termination of tenancy, no partial refund of the annual rent will be given.
- 7.1.3 Failure to leave the plot in a reasonable condition may result in the Council undertaking remedial work. A charge will be made to the tenant for such work.
- 7.1.4 When the tenant leaves the plot, they must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its contents and any lock or padlock removed. All structures not agreed to remain must be removed by the tenant at their cost.
- 7.1.5 All keys must be returned to the Council Service within 14 days of the termination of tenancy (failure to return keys may result in a charge being made), any deposit paid will be refunded on the return of the key or keys.

### 7.2 Termination of Tenancy by the Council

Where land is let on a tenancy for use by the tenant as an allotment garden or is let to any local authority or association for the purpose of being sub-let for such use the tenancy of the land or any part shall not (except as hereinafter provided) be terminable by the landlord by Notice to Quit or re-entry, notwithstanding any agreement to the contrary, except by—

- a six months' or longer Notice to Quit expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year; or
- re-entry, after three months' previous notice in writing to the tenant, under a power of re-entry contained in or affecting the contract of tenancy on account of the land being required for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes; or
- re-entry under a power in that behalf contained in or affecting the contract of tenancy in the case of land let by a corporation or company being the owners or lessees of a railway, dock, canal, water, or other public undertaking on account of the land being required by the corporation or company, for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the corporation, or company, or has been appropriated under any statutory provision, but so that, except in a case of emergency, three months' notice in writing of the intended re-entry shall be given to the tenant; or



- Re-entry under a power in that behalf contained in or affecting the contract of tenancy, in the case of land let by a local authority (being land which was acquired by the local authority before the passing of this Act under the Housing Acts, 1890 to 1921) on account of the land re-entry for non-payment of rent or breach of any term or condition of the tenancy or on account of the tenant becoming bankrupt or compounding with his creditors, or where the tenant is an association, on account of its liquidation.



## Section - 8 Useful Contacts

Spennymoor Town Council

Town Hall – High Street

Spennymoor

DL16 6DG

Tel: 01388 815276

Email: [info@spennymoor-tc.gov](mailto:info@spennymoor-tc.gov)

Durham County Council

Environmental Team

Tel: 03000 26 608

The National Allotment Society (NSALG Ltd)

O'Dell House

Hunters Road Corby

Northamptonshire

NN17 5JE

Tel: 01536 266576

Email: [natsoc@nsalg.org.uk](mailto:natsoc@nsalg.org.uk)

DEFRA

[www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/](http://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/) DEFRA Regional Office: Office for Animal and Plant Health - Whitley Rd, Longbenton, Newcastle upon Tyne NE12 9SE  
0300 303 8269

Police

999 – Emergency only

101 – Non emergency



# Appendix 1

## Beekeeping on Allotments

Bee keeping may be allowed on some allotment sites which allow livestock. If a tenant is considering bee keeping the following criteria must be met and written permission granted by the Council prior to placement of hives. Failure to meet the criteria will result in permission not being granted.

- Attend a recognised bee keeping course as organised by the British Bee Keepers Association [BBKA] "Basic Assessment" is the minimum requirement.
- Evidence of training must be sent to the Council prior to permission being granted.
- Be a member of BBKA [either as an individual or through an affiliated local beekeeping association] and have third party insurance through the BBKA, with an upper limit of liability of no less than £5m.
- Not exceed 3 hives on one plot.
- Have a mentor or another trained beekeeper to cover for absences.
- Provide contact details of the beekeeper and their mentor on the hives, including an emergency telephone number.
- Beehives must be regularly inspected, especially between April and September when the hives should be visited at least once a week.
- The exact position of the hive must be agreed with the Grounds and Estates Officer, and any suggestions about works to ensure the safety of the hive and other tenants actioned, this may include screening prior to permission being granted.
- Aggressive strains of bees should not be kept on an allotment. The import of honeybees is subject to strict control under EC and UK legislation. Full details are available online at [www.nationalbeeunit.com](http://www.nationalbeeunit.com) or by email to [nbu@fersa.gsi.gov.uk](mailto:nbu@fersa.gsi.gov.uk) or [beehealthinfo@fersa.gsi.gov.uk](mailto:beehealthinfo@fersa.gsi.gov.uk) or phone 01904 462510 or 01904 465636.
- The allotment holder and the Council must consult with neighbouring tenants to ensure that they have no objection to the keeping of bees on the plot.



