

## ALLOTMENT TERMS AND CONDITIONS

Throughout these conditions the expression 'the council' means South Gloucestershire Council and those officers appointed by the council under the Allotments Act 1950 and Smallholdings and Allotments Act 1908

### General

1. Tenants must use allotments for their own personal use and must not carry out any business or sell produce from the allotments and shall not erect or display any advertisement upon the allotments without the written consent of the Council.
2. Tenants shall preserve the allotment boundaries unaltered, provide and display their plot number; this must be displayed in a prominent position at the front of your plot at all times.
3. Tenants shall not sublet, assign, or part with the possession of the allotment garden, or any part of it, without written consent of the council.
4. Tenants shall not cause any nuisance, annoyance, or violence, be it physical or verbal to any other tenant or neighbouring householder.
5. Tenants shall not remove any plants, crops or belongings from any other allotment garden without the tenant's permission.
6. Tenants shall not obstruct any pathway for the use of the occupiers of the allotment gardens.
7. Tenants shall not erect any wire or other fencing around their allotment garden without the written consent of the council. Barbed wire is not permitted on any allotment.
8. Tenants shall not without written consent of the council, alter or remove the allotment boundary fence, tree, or hedge by pruning or cutting.
9. Tenants shall not without written consent of the council, erect any building or structure of any kind on the allotments. Requests made for reasons of accessibility, such as raised beds or level paths will also require consent and the structure must be installed safely in agreement with the council. Glass greenhouses are no longer permitted.
10. Poly tunnels or non-glass greenhouses are permitted to a maximum size of 12ft x 8ft. Sheds are permitted to a maximum 8ft x 6ft. All structures must be kept in good repair and must be removed if the tenancy terminates unless agreed with the council. All structures should be erected at least 18" inside the tenant's allotment boundary. All poly tunnels must be secured, to withstand high winds, so that they cannot blow away.
11. Hosepipes can only be attached to water points on the allotments for the sole purpose of filling water containers. Hosepipes MUST NOT be used to water crops; any tenant found watering their allotment with a hosepipe will have their tenancy agreement terminated.
12. The council supports the use of water butts appropriately installed by plot holders to conserve water use on site.
13. Codes and keys must not be given to others, and ensure the gates are securely locked.
14. The council is not liable for any loss (including by accident, fire, theft or damage of any tools or contents of sheds, poly tunnels and greenhouses).
15. Tenants must not keep any livestock (including beehives) on the allotment site.
16. Dogs must be kept on a lead at all times and must not stray onto other tenants' allotment plots. Dogs must not go onto allotment plots other than your own. Should a dog foul on the site, the tenant must clear up the faeces. Failure to clear up after a dog on land open to public access is illegal under the Clean Neighbourhoods and Environment Act 2005 and may lead to prosecution and a fine.
17. Motor vehicles can only be taken onto the main pathways, for the dropping off of tools, manure, compost or the collection of produce and waste. Motor Vehicles must not obstruct any pathway or be driven onto any plot.
18. When an allotment falls vacant due to the death or long term illness of the tenant, the tenant's family can take over the allotment garden. (Family is defined as a spouse/partner, son or daughter or other

household member) nominated by the tenant before his/her death. Please advise the allotment officer of these changes.

19. Where a nomination has been made in writing by the tenant, this will override the automatic right of their children to take on the plot.
20. Glass must not be brought on to the allotments.
21. Water will be turned off in November and then turned back on in late spring. Water must not be turned back on once it is off without prior consent from the council.
22. Tenants must make sure they are wearing the appropriate Personal Protective Equipment (PPE) for all activities carried out on their plots. Please take into consideration the ground and weather conditions.
23. Tenants must make sure that all of their tools are fit for purpose and are left in a responsible manner on their plots and not on or obstructing any pathways.

#### **Trees**

24. Tenants must get written consent from the council before planting any tree.
25. Fruit trees must be M27 dwarfing root stock and must be kept pruned for shape & vigour.
26. Tenants must maintain areas around soft fruit bushes & dwarf trees.

#### **Cultivation**

27. Shall use at least 75% of the allotment gardens for the cultivation of vegetables, fruit and flowers, free from weeds and in a good state of fertility. Failure to do so, will result in the termination of tenancy. (Please see **Allotment Cultivation Advisory Notes** document attached)
28. Shall keep the allotment plot boundary/pathway clean, cut and tidy.

#### **Pesticides and chemicals**

29. As part of the council's work to respond to the Climate and Nature Emergency, use of pesticides on allotments is to be phased out by January 2023 as explained in our Pesticide Policy.
30. Please refer to the Allotment Cultivation Advisory Note for information and guidance for pesticide free gardening and food growing.
31. No chemicals and pesticides to be stored on allotment sites.
32. Until January 2023, as current policy, weed killer (herbicide) may only be used carefully on days with no wind, taking care it does not contaminate neighbouring plots.
33. The council supports use of natural soil treatment including green manures, compost, seaweed, comfrey, and manure in line with our Climate and Nature Emergency action.

#### **Biosecurity**

34. Tenants are reminded that plants listed by the [Non-Native Species Secretariat \(NNSS\)](#) as non-native invasive plant species are not permitted on council allotments.
35. Non-native invasive plant species found on council allotments need to be reported and not composted or disposed of in green waste. For advice or to report invasive plant species email: [nature@southglos.gov.uk](mailto:nature@southglos.gov.uk) or contact the site rep or council's Allotment Officer.
36. Please refer to the council's Allotment Cultivation Advisory Note and Plant Biosecurity Policy for further information regarding requirements and guidance.
37. Any dead animals or birds found on site must be reported to the council Allotment Officer to enable follow up action, monitoring of wildlife diseases and potential wildlife crime such as poisoning according to latest legislation and council policy.

#### **Bonfires**

38. Bonfires are not allowed at any time of the year.
39. The use of incinerators are not allowed and the council encourages tenants to compost green waste as explained in the Allotment Cultivation Advisory Note.

#### **Rubbish**

40. Shall under no circumstances bring any waste to their allotments for disposal. This will constitute a criminal offence and liable for prosecution under the Environment Protection Act 1990. Any waste produced by tenants must be removed from site. If waste remains when the tenancy terminates, the

cost of removal will be met by the tenant. Any items brought to the allotment garden must be removed on termination of the agreement.

41. Shall not use or bring on to the allotment plots any glass, carpet, or underlay. Tyres may only be permitted on sites under specific circumstances with permission given by the council Allotments Officer.

### **Change of Address**

42. Tenants are required to give immediate notice in writing to the council of any changes in address or contact details. If any invoices or warning letters are sent to an old address and not responded to, we will terminate the tenancy.

### **Services of Notice**

43. Notices to be served by the council on the tenant may be:
  - a. Left on the allotment plot.
  - b. Sent to the tenant via email or post.
  - c. Served to the tenant personally.
44. Notices served will be treated as properly served even if not received.
45. Notices to be given to the council can be emailed to [allotments@southglos.gov.uk](mailto:allotments@southglos.gov.uk); or posted marking the envelope "To The Addressee Only" Allotments Officer, South Gloucestershire Council, PO Box 1954, Bristol, BS37 0DD.

### **Termination of Tenancy**

46. Tenancies may be terminated in any of the following manners:
  - a. *By notification from the tenant to the council, in writing, of their intention to quit. The council will require a minimum of one month's notice, so that they can undertake a final inspection of the plot prior to vacating.*
  - b. *By re-entry by the council after giving one month's notice in writing to the tenant upon the occurrence of any of the following:*
    - i. *If the rent or any part thereof remains in arrears for more than 40 days whether formally demanded or not.*
    - ii. *If conditions and agreements on the part of the Tenant herein contained in the said Allotment Terms & Conditions have not been duly observed by the Tenant*
    - iii. *As the result of the outcome of a dispute investigation*
47. At the end of your tenancy, you must leave your plot clean and tidy removing all rubbish and personal items. Any items that you may wish to leave, including sheds, may only be done so with prior agreement from the council's Allotments Officer. The council reserves the right to recover any costs associated with clearing the plot if this condition is not fulfilled by the outgoing tenant.
48. If agreement for a shed to be left has been given, please empty and leave unlocked, or pass the keys or lock code to the site representative, or the council's Allotment Officer.

### **Disputes**

49. Disputes between tenants are to be referred to the council in writing and the decision of the council will be binding on all tenants involved in the dispute.

### **Find out more**

- South Gloucestershire Council Allotment Cultivation Advisory Note (*link to be added*)
- [Non-Native Species Secretariat \(NNSS\) website](https://www.nonnativespecies.org/home/index.cfm)  
<https://www.nonnativespecies.org/home/index.cfm>
- [Be Plant Wise](https://www.nonnativespecies.org/what-can-i-do/be-plant-wise/) <https://www.nonnativespecies.org/what-can-i-do/be-plant-wise/>

### **Contact**

Email: [allotments@southglos.gov.uk](mailto:allotments@southglos.gov.uk) Tel: 01454 863579

To receive this information in another language or formats please contact our Allotments Team on 01454 863579

***Please note that these terms and conditions may be revised in the future. At the point of revision, you will be sent an updated copy with your tenancy renewal letter. You can then decide if you wish to renew your tenancy, and thereby accept any changes, or if you wish to terminate your tenancy.***