

CAMBRIDGE CITY COUNCIL

ALLOTMENT RULES 2022

1. WHO'S WHO

In these rules, we are Cambridge City Council and you are the tenant named in the tenancy agreement.

2. INTERPRETATION

2.1 Terms used in tenancy agreement

Words and phrases defined or explained in the tenancy agreement and also used in these rules have the meaning given to them in the tenancy agreement.

2.2 Gender, persons and number

Words importing one gender includes all other genders; the singular includes the plural and vice versa; and reference to a person includes a company or other corporate body.

3. TENANT NOT TO ALLOW BREACHES

An obligation on you not to do anything includes an obligation not to cause it or allow it to be done by anyone else.

4. NATURE OF TENANCY

The tenancy is a yearly tenancy beginning on 1 October in the year specified in the tenancy agreement.

5. RENT PAYMENT

5.1 You must pay the rent every year in advance on 1 October.

5.2 You may not deduct anything from the rent or set off any other payments against it unless the law allows you to.

6. RENTS

6.1 We review the rent every year. We will give you at least 12 months notice of any increase (where practicable)

6.2 When setting a revised rent, we consider any additional amenities we have provided for the allotment, any increased costs to the Council and any maintenance costs likely to be applicable during the year.

6.3 New starter and half plots taken on before August 1 are charged for the whole allotment season (October to September of any given financial year) except for 10 pole plots which are charged by pro rata.

6.4 **Grace periods**

If the customer signs a tenancy agreement after August 1st, their rental will not commence until the 1st October, but cultivation may start immediately

If the customer gives notice to quit/surrender their plot before the 30th November then the October invoice is to be cancelled in full. If the customer gives notice to quit/surrender their plot after the 30th November then the October invoice is to be paid in full.

7. BONFIRES

The tenancy agreement will indicate which of the following regulations applies.

7.1 **Regulation 1: bonfires forbidden**

You must not light a bonfire.

8. USE OF THE ALLOTMENT

8.1 You may only use your allotment as an allotment or leisure garden. That means you are to use it wholly or mainly for the production of vegetables, fruit and flowers for you or your family.

8.2 You may not carry on a trade or business from your allotment. But you can sell small amounts of surplus produce if you wish, or contribute to one or two community events a year.

8.3 The maximum area for non-cultivable land is 25% of your allotment, for example compost heaps, building structures (where applicable), water butts, log piles, bee hives, ponds, cut flowers, rough grass, seating, hard standing.

8.4 You must not take, sell, or carry away from your allotment any mineral, gravel, sand, earth or clay.

8.5 You may use the allotment between 5am and 11pm. Outside these hours access is for emergencies only.

9. CULTIVATION

9.1 Within 3 months of the grant of the tenancy, you must have at least a quarter of your allotment under cultivation.

- 9.2 Within 12 months of the grant of the tenancy, you must have at least three quarters (75%) of your allotment under cultivation. That situation must then continue while you are the tenant of the allotment.
- 9.3 You must keep the allotment in good condition, clean and free from weeds, and in a good state of cultivation and fertility. Where the allotment includes or abuts a footpath, you must keep that reasonably clear of weeds too. This includes hard surface paths and grass paths.
- 9.4 You must notify us if you are away for extended periods so that cultivation of your allotment might suffer.
- 9.5 We will give you written warning if we feel that you are not cultivating your allotment in the way you should. Our warning letters will say what we think is wrong and give you an opportunity to explain your circumstances.

10. BOUNDARIES

- 10.1 You must trim every boundary hedge to your allotment, clean all boundary ditches to it and repair all its boundary fences or gates.
- 10.2 You must keep all your boundaries with adjacent properties clear of waste and debris
- 10.3 You must not plant a new hedge or build a new fence without our written consent. New hedges must be trimmed, and no more than 1.2 metres tall.
- 10.4 Barbed wire must not be used anywhere on site

11. ENCROACHMENT ON OTHER ALLOTMENTS AND PATHS

- 11.1 You must not go on to another person's allotment without the express permission of the allotment holder.
- 11.2 If anyone is with you on your allotment (children, for example) you must not allow them to go on to another allotment without the express permission of the allotment holder.
- 11.3 You must not remove produce from another allotment without the express consent of the allotment holder.
- 11.5 You must not encroach on or cultivate a pathway. Pathways between adjoining plots must be left wide enough for wheelbarrows

12. TREES AND BUSHES

- 12.1 Except with our written consent, you must not plant trees other than dwarf fruiting trees and other fruiting bushes which must not make up more than 25% of the cultivation of a plot. Fruit trees must not be planted along the boundaries of your allotment.
- 12.2 You must consider the effects of trees on neighbouring allotments.
- 12.3 For starter plots, we will not allow trees, or any crops which take more than 18 months to mature.
- 12.4 Except with our written consent, you must not cut or prune any established trees. This does not apply to recognised pruning of fruit trees.
- 12.5 Tenants are responsible for removal of self-set trees which should not be allowed to grow to establishment.

13. MANURE, WASTE AND REFUSE

- 13.1 You may keep manure or compost in quantities reasonably required for cultivation.
- 13.2 You must not dump or store material which could not reasonably be used to help cultivate your allotment.
- 13.3 You must not dump or store material next to a boundary with an adjacent property
- 13.3 You must not put anything in the hedges, ditches or dykes in or surrounding the allotment field.
- 13.4 You must cover any manure on your allotment which has not been dug in.
- 13.5 You must remove all non-compostable waste from your allotment.
- 13.6 Carpets and underlay must not be used on your allotment.

14. BEES

- 14.1 You may keep bees, but only with our consent.
- 14.2 You must comply with the written recommendations of the Cambridgeshire Bee Keepers' Association.
- 14.3 You must supply us with evidence that you have undertaken and passed a suitable training course.

15. DOGS AND LIVESTOCK

- 15.1 Any dogs you bring to your allotment must be kept on your allotment, and on a leash. You must remove any faeces and dispose of them off site.
- 15.2 Except as allowed by law, you must not keep livestock on the allotment without our written consent. "Livestock" includes geese, ferrets, weasels, stoats and cockerels. You may keep hens and rabbits with written consent.
- 15.3 No livestock can be kept on starter plots. A decision to allow livestock (including hens and chickens) on half plots can only be considered after one year's cultivation taking into account the size and location of the site. This may under certain circumstances require agreement from neighbouring tenants.
- 15.4 Any animals you keep on your allotment must not create a nuisance or affect health.

16. VERMIN

- 16.1 If you see evidence of vermin (such as rats) on or near you allotment, you must report it to us.
- 16.2 Our pest control agents will deal with vermin.

17. FUEL AND OTHER INFLAMMABLE MATERIAL

- 17.1 Fuel such as petrol and diesel must be stored off site.
- 17.2 Oil, lubricants or other inflammable liquids (except for fuel)—
 - (a) must be for use in garden equipment only
 - (b) must be stored in a locked shed, and
 - (c) must be kept in an approved container of no more than 5 litres capacity.

18. CHEMICALS

- 18.1 To control pests, diseases or vegetation you may only use products usually available from garden or horticultural suppliers.
- 18.2 Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby allotment holders.
- 18.3 Your use and storage of chemical products is subject to Government regulations. We can supply you with details of those regulations.
- 18.4 We strongly advise against chemical control of weeds and request its usage is kept to a minimum.

19. BUILDINGS

- 19.1 Except with our written consent, you may not put up a building on the allotment. Our consent will be subject to specifications for the building that we will supply you with. Our consent will also be on condition that you install a water butt at the same time.
- 19.2 Except for a starter plot where no buildings are allowed due to restriction of space, consent will be required for the following:
- (a) After a period of one year's tenancy, a building reasonably necessary to keep poultry or rabbits that is deemed appropriate for the site location.
 - (b) A garden shed, greenhouse or polytunnel to a maximum size 8 x 6ft x 7ft high for a 10 pole (full) plot and 6ft long x 4ft wide by 6 ft 6 inches high for a 5 pole (half) plot.
- 19.3 Second building structures on the same plot or co-joined plots by the same owner are discretionary.
- 19.4 If you fail to maintain a structure you have put up, we can give you one month's notice either to repair or remove it.
- 19.5 We are not responsible for the security of or the loss of, or damage to, tools or other contents of your shed, greenhouse or polytunnel.
- 19.6 At the end of your tenancy, we will not compensate you for any structure you have put up. But you may dispose of it before you quit the allotment. You must then leave the allotment clear and tidy to our satisfaction.
- 19.7 At the end of your tenancy, you must remove any structure you have put up, including a water butt. However you may leave a structure or water butt if we have notified you in advance that is reusable.

20. VEHICLES

- 20.1 You may only bring one vehicle to the allotment site on each visit.
- 20.2 Vehicles must be parked in the designated areas and must not obstruct haulage ways. You must not create a hardstanding.
- 20.3 The site speed limit is 5 mph.

20. WATER

- 21.1 As far as possible, you must conserve water. You must cover water butts and consider mulching as a water conservation practice.
- 21.2 You must not use a hose.
- 21.3 You must consider other allotment holders when you take water from the water points we have provided.
- 21.4 You should stick to the following guidelines:
- (a) water in the evening to reduce water loss by evaporation
 - (b) collect and store rainwater where you can
 - (c) mulch to retain moisture
 - (d) report leaks to us straight away.
- 21.5 We may have to introduce water restrictions if water is in short supply. We will only do that if we have to. We will give you as much notice as we can, but notice may be short.

22. CONDUCT

- 22.1 You must conduct yourself appropriately. In particular you must not cause a nuisance or annoyance to the occupier of another allotment or to neighbours generally. Nor may you obstruct or encroach on a path or roadway set out by us for the use of occupiers of the allotments nearby, or on public footpaths or haulage ways.
- 22.2 You may not use the allotment for an illegal or immoral purpose.

23. DEPOSITS (Where applicable)

- 23.1 You have paid us the deposit indicated in the tenancy agreement.
- 23.2 We hold the deposit as security against any loss caused to us by your breach of these rules or the terms of the tenancy agreement.
- 23.3 After we have deducted any amount necessary to compensate us for your breach, we will pay you the balance without interest within 15 working days of the tenancy coming to an end.

24. DEALINGS WITH YOUR ALLOTMENT

24.1 Except with our written consent, you must not assign, underlet, part with possession or share possession of the allotment or any part of it. But while you are on holiday or ill for short periods, you can authorise someone else to look after the allotment for you.

24.2 We may require an unauthorised person to leave your allotment.

25. PLOT MARKERS AND NOTICE BOARDS

25.1 We will only mark with a plot number newly created allotment plots from virgin land or where new plots have been subdivided from whole plots.

25.2 You must display a plot marker and keep it in good order and ensure that it is always visible. Should markers be removed by the tenant, a new one will be installed by the Council and all costs recharged to the tenant.

25.3 Site notice boards are for the use of allotment tenants only.

26. SECURITY

26.1 We will give you a key (where applicable) to get to your allotment either by car or on foot. You must return the key to us when your tenancy agreement ends.

26.2 You must always keep the main gate locked. That means you must lock the gate behind you both after you come in and after you leave.

26.3 The emergency services are provided with keys.

26.4 We can refuse admittance to anyone if they are not accompanied by you or by a member of your family.

26.5 On coded gates, the code will be given once the tenancy agreement is signed. This code must not be given to any other person

27. COUNCIL OFFICERS

27.1 You must comply with reasonable directions given by our officers.

27.2 An officer or agent of ours may inspect your allotment and any shed, greenhouse or polytunnel on it. You must allow that officer or agents access at any reasonable time.

28. ALLOCATION OF VACANT ALLOTMENTS

28.1 We allocate vacant allotments to people on our waiting list—

- (a) first to those who live in Cambridge and pay council tax to Cambridge City Council, and second
- (b) to people who live within a mile outside the city boundary.

28.2 If an allotment holder dies, his or her allotment will be offered to a member of the allotment holder's immediate family who has been cultivating the allotment with the allotment holder for a period of time. However, this exercise can take place only once. An allotment does not transfer to members of a family in perpetuity.

29. Community Tenancy Plots

29.1 A community plot is provided by the Council to serve the needs of the community. It can be one community plot, or can be many individual plots on an allotment site. It is subject to the same rules as individual plots with the only difference that there is a main point of contact who serves as a co-ordinator. If for whatever reason this role is vacated, the responsibility lies with the present holder to appoint a new main point of contact otherwise the community tenancy would be up for review with the possibility of termination.

30. DISPUTES

We will mediate any dispute between allotment tenants. We will observe proper processes, and our decision is final and binding. If you are dissatisfied, you have the right to refer the matter to the Local Government Ombudsman.

31. CHANGE OF CONTACT DETAILS

You must notify us straight away if you change your address or other contact details such as email or phone number.

32. GIVING NOTICE

32.1 You can serve notices on us by posting them to our allotments section. You can find the address at www.cambridge.gov.uk .

32.2 We can serve notices on you in any of the following ways.

- (a) By personal service (including email).
- (b) By hand delivery or by recorded delivery post, in either case to your last address known to us.
- (c) By fixing it conspicuously on the allotment.

33. HOW THE TENANCY CAN COME TO AN END

The tenancy ends in any of the following ways.

33.1 If you move beyond a mile of the city boundary.

33.2 On the yearly rent day after the death of the tenant.

33.3 If we give you 12 months written notice, or you give us 28 days written notice. The notices may expire at any time.

34. TERMINATION BY FORFEITURE

34.1 We may enter your allotment and end the tenancy by forfeiture if—

- (a) the rent or any part of it is unpaid for at least 40 days, whether or not we have legally demanded it, or
- (b) you are in breach of any of these rules, or
- (c) you become bankrupt or compound with your creditors.

34.2 We will give you reasonable written notice of the breach of rules for which we are intending to forfeit the tenancy. We will give you an opportunity to put the breach right if you can. If you do, your tenancy will not be forfeited.

34.3 Forfeiture of the tenancy does not prevent us from claiming damages from you for breach of these rules or from making appropriate deductions from your deposit.

35. OUR DISPOSAL OF THE ALLOTMENT

35.1 If we lawfully require the allotment to dispose of it for development or another proper purpose, we will give you as much notice as we can terminating your tenancy.

35.2 If we do terminate your tenancy because of a potential disposal, we are bound by law to compensate you for crops or improvements and find alternative land for you to cultivate.

36. WHAT HAPPENS ON TERMINATION

36.1 When your tenancy comes to an end (however that happens)—

- (a) you must give up the allotment to us in the clean and tidy state required by these rules, and
- (b) you must hand us back any keys or other property we have made available to you.

36.2 If your allotment is not left clean and tidy, we may charge you for returning it to a satisfactory state.