



2023

Allotment Rules



Allotment Service
Bristol City Council
12/11/2023

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Preamble

Bristol City Council encourages and supports local food growing, in part through the provision of allotments which are valued and enjoyed by our Tenants. Allotments Tenants rent the plots to enable them to grow produce for themselves and their families.

The Tenancy Agreement and Rules set out conditions under which you must use your plot to ensure that it is used in a sustainable way and the soil is kept in good condition and health for future generations.

We expect that the land made available to you is cultivated and used in accordance with your Tenancy Agreement and in line with the purposes of allotments as set out in the Allotments Act 1908.

Working on a productive allotment plot takes a lot of time and effort, and there is a high demand for plots within Bristol. When tenants no longer want to continue or can't manage the potential of the plot, we aim to make the land available to others on the waiting list.

Purpose of the Allotment Rules

These Rules have been developed to ensure the Allotment Plot and Allotment Sites are used in a considerate way for all Tenants and remain in a suitable condition for future Tenants. The Rules expand upon the core Terms and Conditions of the Tenancy Agreement but are no less important to be complied with, failure to do so will result in the Termination of the Allotment Tenancy.

The generic Allotment Rules are listed below. It may be necessary for the Council to create site specific rules, in addition to the generic Allotment Rules, Tenants on these sites will be notified accordingly.

The Rules are in two parts, Part 1 deals with the administration of the Tenancy and Tenant behaviours whilst Part 2 deals with the more practical use of the allotment plot and site.

Version Control

Version date: **Draft 11th July 2023**

This version supersedes all previous versions. The significant additions or amendments in this version are as follows;

Clause	Description and Change	Page

ALLOTMENT RULES - PART 1

1.0 Definitions:

“The Council”: Bristol City Council (BCC) and includes any committee of the Council or any Officer appointed by the Council with delegated powers under the Allotments Acts 1908 - 1950

“The Allotment Service”, “Allotment Officer” “Council Officer” and “Allotments & Smallholdings Manager” – means duly authorised employees of the Council, sites and facilities provided for the purpose of the provision of Allotments Gardens under the Allotment Act 1922

“Allotment Plot” is the area of land offered to an individual for the purpose of the cultivation of flowers, fruit and vegetables for their own consumption, as defined by the Allotments Act 1922. Otherwise referred to as the “Plot, Allotment Plot or Allotment Garden”

“Allotment”: an allotment garden or parcel of land, of not more than two acres, held by a tenant cultivated as a garden or farm, as defined in the 1922 Act. Can be used for the purpose of Collective Growing, CIC or the like.

“Plot Number”: the number allocated by the Council to identify the Plot on a particular Site. The Tenant must clearly display the number on the Plot.

“Plot size” the plan view dimension of the Plot including 50% width of dividing grass paths, for the purposes of Rental the square metre size of Plot has been arranged into size banding.

“Full Plot Equivalent”: this is the size of a Plot as defined by the Allotments Act and equates to 250m²

“Site”: the entire area extent within the boundary of the site containing a group of Allotment Plots with all associated facilities including roadways, infrastructure, buildings, and periphery areas.

“Tenant”; the Person who holds the agreement for an Allotment Plot

“Co-Worker”: a person registered with the Allotment Service by the Tenant as a person having permission to assist them with the cultivation and harvesting on their Allotment Plot (whilst not holding the Tenancy Agreement as a Co-Worker themselves). Un-registered “helpers” are not permitted, they must be Co-workers. Only two Co-Workers per plot

“Tenancy” means the letting of an Allotment Plot to a Tenant

“Tenancy Agreement”: a legally binding written document which records the terms and conditions of letting of a particular Allotment Plot, to an individual Tenant or Collective Food Growing Group. It includes Rental rate and Tenant details and signed acceptance of the Tenancy Agreement page.

“Rules” or “Allotment Rules”: the detailed required acts or prohibited acts that the Tenant needs to comply with for which the Council may from time to time amend. These Rules are made pursuant to the Smallholding & Allotment Acts 1908 to 1950 and apply to all rented Allotment Plots and Allotment Sites.

“Schedule A”: Price list of current Rental rates and Charges, available on the Council website.

“Schedule B”: Transitional Arrangements for items that will apply to new Tenants / items with immediate effect, but a grace period is given for existing Tenants/ items.

“Rent” / “Rental”: the annual combined rate payable for the Tenancy of the Allotment Plot land area and all site facilities provided.

“Ad-hoc Fee or Charge”: Any other fee or charge not forming the Rent, for which the Council may from time to time amend or as appropriate recover as a bespoke amount.

“Review Notice” Any notice of reviewed rental charges such as a rent increase.

“Allotment Waiting List”: the waiting list for an Allotment Plot held by the Council to which citizens have applied and been approved onto the list by the Allotment Service.

“Association”: an Allotment Association (Society or such other group) which manages a Site and/or Tenants on behalf of the Council.

“Cultivation”: Keeping the Plot in good productive order: digging, mulching, pruning, weeding, and planting, for the growing of vegetables, fruit, flowers and herbs, maintenance and improvement of soil, and the control and prevention of flowering weeds. It is not sufficient simply to clear weeds without using the area to produce crops. A lawn does not constitute cultivation.

“Cultivated Area” The Tenant shall use at least 75% of the Allotment Plot for a cultivated crop of vegetables, fruit bushes, flowers, and herbs. Greenhouses, cold frames, poly-tunnels, and fruit cages form part of the cultivated area if they are in active use for such. Land which remains unplanted or uncropped during any one year is considered un-cultivated.

“Non-Cultivated Leisure Area” the Tenant can use up to 25% of the Plot for ancillary uses to food growing activities for the placement of permitted buildings and structures, water storage, compost area, patio, fruit trees, grass to enjoy for pastimes, eating and relaxing.

“Site Representative” or “Site Rep”: an allotment Tenant who volunteers on behalf of the Council to help oversee the Site, assist with letting Plots to prospective Tenants, observe the cultivation of plots, share information between the Council and the tenants.

“Notice to Remedy” (NTR): a formal notice of non-compliance by the Tenant of the Tenancy Agreement and/or the Rules which requires rectification, issued by the Council.

“Notice to Quit”, (NTQ): the formal notice of termination of Tenancy issued by the Council.

“Remediation of Dilapidation”: the Council reserves the right to seek financial redress for Plots where the Tenant has caused to suffer through act, omission, neglect, or abandonment the degrading of the Plot and any buildings / structures there upon. (Allotments Act 1950, section 4(1). In addition, there will be an administration fee and debt recovery charges if applicable.

“Hauling Way”: A common route for pedestrian, cycle, and vehicle access through the Allotment Site

“Path” Dividing paths between plots.

“Collective Food Growing Group”: an organisation (or group of individuals) whose interest in a Tenancy of an Allotment Plot is for food growing whilst generating benefit to the ‘community’ with no set expectation of financial or in-kind reward. The ‘community’ could be for example people local to an area, a city-wide interest group, individuals seeking to learn about food growing or individuals seeking to experience food growing without making a commitment and in a supportive environment. The organisation or group must continue to provide sufficient community benefit in the opinion of the Allotment Service, to retain the status of Collective Food Growing Group in relation to their Tenancy.

“Community Interest Company (CIC), Social Enterprise or the like”: an organisation run on commercial or semi-commercial lines (may not be exclusively food production) with an added interest in providing a food production related benefit to a community. Volunteers may have an expectation of payment in kind and the organisation is likely to have paid employees.

“Community Orchard”: land allocated for a Collective Food Growing Group to plant, establish, maintain and prune to cultivate top fruit trees as a formal orchard.

“Forest School” or the like: an approach to outdoor learning in schools and nurseries. Not suitable for allotment plot use, but might be accommodated within a suitable site or other Parks & Green Spaces

“Wildlife and Pollinator Planting Areas”: areas which is sub-optimal for cultivation that has been set aside by the Council for the purpose of encouraging wildlife and pollination. Whilst the Plot holder bordering such areas is responsible for containment of encroachment onto their plot, these areas do not form part of their Plot.

“Marginal Land / Plot”: Where the Allotment Service considers all, or part of the plot is permanently subject to conditions that potentially affect it such away as to reduce the growing capacity of the Plot.

“Communal Facilities and Areas: These may be provided on Site and could include toilets, indoor refreshment / social space, outdoor seating area, car parks, hauling ways, shop, internal storage, composting bunkers etc.

“Large Play Equipment”: These are large items provided for children’s play to include the type of items found in a public children’s playground but of a domestic size and version, which will require permission and adhere to the guidance set out in Section 8, page 29

Paddling pools & trampolines are not permitted.

Smaller play items such as prams, ride-on tractors and items that can be stored away when not in use are considered toys, which are permitted.

2.0 Interpretation and General

The Tenant agrees with the Council to observe the conditions and obligations set out below. The clause headings do not form part of this Agreement and will not be considered in its interpretation.

- 2.1 The English language version of these Tenancy Agreement and Rules (the original version) shall have precedence over any translation which is provided for you or obtained by you. Any translated version of these Tenancy Agreement and Rules is provided for your convenience only. In the event of any dispute or disagreement in relation to the original version and any version provided for you or obtained by you in any other language, and in the event of any action in relation to a breach of the terms of the Tenancy Agreement and Rules, the terms of the original version shall prevail.
- 2.2 Administration: The Council will be responsible for maintaining waiting lists, letting plots, rent, fees and charges collection, terminations, and enforcement of the Tenancy Agreement and the Allotment Rules
- 2.4 Tenants must observe and comply with the current Tenancy Agreement, Rules, regulations, and policies, and those which the Council or government body may make at any time in the future e.g., statutory law changes and local restrictions. The Council will notify Tenants of any changes via the Council website, email, or post (the latter only in the case where no Tenant email address is held by the Allotment Service).
- 2.5 The Tenant by continuing with the occupation of the Plot agrees to accept this new version of the Tenancy Agreement and any interim amendments to the Allotment Rules. Payment of Rent is also confirmation of acceptance.
- 2.6 This Agreement shall begin with acceptance by the applicant of the Tenancy on the Commencement Date shown in Tenancy Agreement and shall end when terminated in accordance with these Terms and Conditions.
- 2.7 The terms described in this Tenancy Agreement (the signed document) may be amended in writing by the Council at any time following a period of consultation with all Tenants and/or their representatives together with a reasonable period of notice prior to implementation.
- 2.8 The Tenancy Agreement shall be read in conjunction with the Allotment Rules, Schedule A - Rent, Fees and Charges and Schedule B - Transitional Arrangements, all are binding on the Tenant, failure to comply with Rules shall lead to the termination of the Tenancy.

The Rules, Schedule A and B may be amended by the Council from time to time as the need arises whilst leaving the Tenancy Agreement intact. The Tenant will be notified of the latest set of Rules and Schedules by either a commencement of a Tenancy, the publication on the Council's website and emailed to them (or by letter in the case of no email address being held on record) when upon they will be considered to be in force (except changes in Rent which have 12 months' notice).

3.0 Tenancy General

- 3.1 Each Allotment Plot will be in the name of one Tenant.
- 3.2 Where an Allotment is rented to a Collective Food Growing Group or CIC or the like, the Tenancy will be in the name of one person as Principal Tenant. The Principal Tenant will be responsible for any Co-Workers (up to 4) having day to day responsibility for the operation of the group. The Principal Tenant, Co-Workers and guests will be subject to this Tenancy Agreement, the Allotment Rules and any additional bespoke Tenancy conditions set by the Allotment Service.

- 3.3 The Tenant must be over the age of 18 years to enter into a Tenancy Agreement
- 3.4 The Tenant must comply with all instructions given by an appropriate Officer of the Council.
- 3.5 A Tenant shall not hold one or more Tenancies which in combination are greater in area than one Full Plot Equivalent (250 sqm), except in the case of Collective Food Growing Groups or CICs and the like.
- 3.6 Site keys issued to the Tenant (for a fee) remain the property of the Council and must not be copied or passed to other persons. The keys must be returned upon termination of Tenancy. Replacement for lost keys is chargeable to the Tenant.
- 3.7 The Tenant shall not alter the Plot size or shape.
- 3.8 Upon accepting a new Tenancy, the Tenant (or Site Rep) shall record the initial Plot condition in such a way as to be able to identify the Plot by taking video or still photographs (from 4 corners of the plot) at the time of accepting the Tenancy.
- 3.9 Where a new Tenant discovered inorganic residual waste, an unsafe building or structure, they must report this to the Allotments Service in writing (email) within 14 days, providing photographic evidence to assist with removal. Any waste and buildings or structures after this time will be considered as being the responsibility of the Tenant.
- 3.10 Co-Workers exist at the invitation of the Tenant; the partnership can be revoked by the Tenant at any time giving the Allotment Service 7 days' notice in writing. The Council also have right not to accept a person as a Co-worker or to terminate their status. A Co-worker can only be "attached" to a maximum of two plots irrespective of site on any Council or Association Site.
- 3.11 Where the Tenant is temporarily incapacitated resulting in being unable to work the plot to 75% cultivation standard, they must immediately inform the Allotment Service to obtain permission for a temporary dispensation and/or permission to a register Co-Worker. Where such incapacity is medium to long term, such dispensation or Co-worker arrangement is unlikely to be granted and the Tenant will be advised to voluntarily terminate their tenancy.
- 3.12 The Council is not liable for loss by accident, fire, theft, or damage of any structures, tools, plants or contents on the Allotment Plot or Site.
- 3.13 Tenants have duty of care to themselves and everyone else including Co-Workers, guests, Council Officers, visitors, and trespassers.
- 3.14 Unsafe working practices may result in advice to seek correct and safe practices or could result in the termination of Tenancy. The Tenancy shall be liable for any injuries or damaged caused. Care and safe working practices are required whilst using mechanical/power equipment.
- 3.15 The Council may choose to equally split plots, this will result in the termination of the existing Tenancy and creation of two new plots, plots are normally split across their width. It is unlikely that the Council will permit or wish to re-combine Plots particularly greater than Band B, unless at the Allotment Officer's discretion.

- 3.16 The Tenancy of an Allotment Plot is personal to the Tenant and is not transferable. Under Section 27(4) of the Allotment Act 1908, the named Tenant may not assign, sublet, or part with possession of all or part of the Allotment Plot.
- 3.17 In the event of the Tenant's death the Tenancy will automatically be terminated, there is no automatic succession rights. Tenancy requests from immediate family within the same household or Co-worker could be considered by the Allotment Service.
- 3.18 The sale or sub-letting of plots is strictly prohibited. Tenants found sub-letting or selling their Plot(s) will have their Tenancy(s) terminated with immediate effect.
- 3.19 Plots that become vacant can only be re-let by the Council. The Tenant must not "pass-on" an Allotment Plot to another person.

4.0 Rights of Inspection and Re-entry

- 4.1 Council Officers may enter an Allotment Plot for inspection of the state of cultivation and general condition of the Allotment Plot including access into sheds, greenhouses, polytunnels, livestock enclosures or other structures and to inspect the welfare of any livestock. Full access must be given by the Tenant to the Officer at any time. Locks will be cut if deemed necessary to access the plot or buildings.
- 4.2 The Council retains the right to re-enter the licenced area upon termination of the Tenancy. The Tenant is required to yield the plot to the Council in no less time than stipulated in the Allotments Act and other such periods stipulated in this Tenancy Agreement.
- 4.3 The Council retains the right to re-enter the Plot for legitimate reasons such as to clear overgrown plots that are causing a nuisance, ensure health and safety and to carry out such emergency works as required (these may be chargeable to the Tenant).
- 4.4 The Council may temporarily suspend the Tenants use of part of the Plot without terminating the Tenancy, for example to allow a neighbouring property to undertake building work, compensation for the reduction of plot area is dealt with under the Allotments Act 1950.

5.0 Rent, Fees, and Charges

- 5.1 The prevailing Rent, fees and charges are detailed in Schedule A. For avoidance of doubt the Rent is the combined total sum payable for the plot and site facilities charge.
- 5.2 The Tenant may be required to pay a Site Facilities Charge for such facilities provided on the site for example the provision of water, toilets, communal facilities etc, irrespective of whether the Tenant chooses to use those facilities, this is in addition to the Rent.
- 5.3 The annual Rent commences on 29th September and ends on 28th September of each year. Commencement of a Tenancy part way through the Tenancy year will attract a pro-rata of the yearly rental charge + an interim billing fee combined to form the Interim Rent. Discounts or concessions are only applied to full year rental period beginning on 29th September.

- 5.4 The Tenant shall pay the annual Rent within 40 days of the invoice or Direct Debt payment request. Failure to pay within the 40-day period will result in a Notice to Quit the tenancy. The Notice to Quit will allow a 14-day grace period for the tenant to make the payment, but this will incur a late payment administration fee to be charged for reminding the Tenant that payment has not been received within 40 days of the requested date. The Tenant can choose to pay the late payment fee and rent within 14 days of the Notice to Quit to retain the plot.
- 5.5 In common with other allotment providing authorities and associations, the full year rental is requested to make the process of collecting the rent as administratively economical and to keep the Rental rates as low as possible. However, there is an option to pay via Direct Debit annually or in some cases, to pay by Direct debit in quarterly installments.
- 5.6 In addition to the Rent, the Council will require the applicant Tenant to pay a Tenancy Agreement administration set-up fee for each new Allotment Tenancy. There is respective price for individual Tenants and those of Collective Food Growing Groups / CICs reflecting the cost of considering the application and setting up the Tenancy.
- 5.7 The Council will revise the yearly Rent fees to be fixed from time to time, and will notify the Tenant, no less than 12 months before the 29th September in any year. Where the notification is applicable to a date other than 29th September, then whilst giving 12 months' notice the increase will be pro-rata for the first year until the 29th September.
- 5.8 Notification of the Rent fees increase will be in writing by email, or post (if the Tenant has not supplied an email address) and will be displayed on the Council's website. An accidental failure to give notice to an individual Tenant will not invalidate that Tenant's Rent increase.
- 5.9 A Tenant may voluntarily relinquish their allotment plot at any time, there are no refunds. If a Tenant has their Tenancy terminated for breach of the Tenancy Agreement and/or the Rules no rebate will be payable.
- 5.10 The Tenant may be required to pay for other ad-hoc charges for services rendered as detailed in Schedule A, in particular your attention is drawn to charges applicable to Remediation of Dilapidation. The Council reserves the right to amend the value of such fees and charges without providing 12-month notice.

6.0 Rental Fee Discounts and Concessions.

- 6.1 Only one form of discount or concession will be eligible on any plot in any one year.
- 6.2 Personal circumstances concessions:

Reduced plot rent concession is offered to Bristol residents who are entitled to Universal Credit and Pension Credit. Proof of eligibility will need to be provided before the concession can be applied. This proof will need to be submitted annually to the Allotment Service between 1st July to 1st August to be applied to the annual rent in September.

The above concessions are not retrospective on Rent previously paid nor are they available for interim (part year) payments. The Rent will automatically revert to the non-discounted Rental rate at the next due payment if the Tenant is no longer in receipt of the benefit(s) or fails to provide evidence of receipt of the benefit.

Those currently receiving the legacy long serving Tenant concession will continue to receive it. However, it's discontinued for all other Tenants.

Collective Food Growing Groups may be eligible for a discount of rent if they can demonstrate sufficient wider community benefit related to food growing has been achieved in the year prior to 1st July to the satisfaction of the Allotment Service by providing an annual report of activities to be submitted between 1st July – 1st August.

There are no discounts available to CICs or the like.

- 6.3 Plot Related Discounts: Where applicable, plots can be eligible for a Rental discount relating to Plot specific circumstances e.g., potential flooding and marginal land that may impact on growing potential.

Temporary rental discounts can sometimes be offered when new tenants take on plots in very poor condition in order to restore them to full growing potential. This will be agreed at the start of the Tenancy, advised by Site Rep and at discretion of the Allotment Officer, this will be 50% for 1 or 2 growing seasons depending on condition.

- 6.4 Volunteer Duties Concession: Site Representatives will receive a Rental concession for one Plot, normally the largest plot if they've more than one. Sites with more Reps can divide the concession.

Plot concession	Sites with up to
1 plot	Up to 75 plots
2 plots	76 – 150 plots
3 plots	151 -225 plots
4 plots	226+ plots

7.0 Permission for Items and Activities

- 7.1 The Tenant is required to apply for and obtain written permission from the Allotments Service for the following before installing / having the item or undertaking the activity that requires permission, this includes Collective Growing Groups. Retrospective permission will not be granted. Site Representatives are NOT authorised to provide permissions below. Tenants can apply via the Allotments website or by emailing the allotments@bristol.gov.uk

Page	Clause	Item
12	8	Add Co-Worker after the start of a Tenancy
13	9.8	CCTV, wildlife cameras and filming licenses
13	9.18	Hold an event for more than 12 persons
14 & 15	10 & 12	To amend / new Tenancy Agreement, split a plot, alter size of plot
15	11.5	Temporary dispensation of cultivation
21 & 27	9.2 & 6.2	Maintenance of wildlife or communal areas
26	4	Fruit trees - dwarfing or semi dwarfing root stocks
26	4	Tree pruning
27	6	Ponds
28	7	Sheds, polytunnels, greenhouse, cold frames, structures, patios

29	8	Large play equipment (please see definition on page 6)
30	11	Large BBQ as part of social communal activity event
32	14	Livestock - chickens, rabbits, and bees

8.0 Co-Workers

- 8.1 The Tenant is permitted to nominate a Co-Worker to help cultivate and maintain the Allotment Plot. The Co-Worker must be registered with the Allotment Service prior to being allowed access to the Allotment Site and must abide by this agreement and the Allotment Rules. Maximum of two Co-Workers per individually Tenanted plot and up to four for Collective Food Growing Groups and CICs and the like. Co-Workers can't be retrospectively registered.
- 8.2 The Co-Worker will not have an automatic right of succession to take on the Allotment Plot at the end of the Tenancy, this will be at the discretion of the Allotment Officer. To be eligible to be considered for succession the Co-Worker must have been registered for at least 4 years prior to the application of succession and provide proof of residency. If the Tenancy is terminated due to non-payment of rent, lack of cultivation, or conduct this will also apply to the Co-Worker. The Co-Worker can independently apply to be on the Waiting List for any Plot.

9.0 Tenant Code of Conduct

The Tenant shall:

- 9.1 The Tenant is responsible for the behaviour, conduct, and health & safety of themselves, any co-worker, children, or guests whilst the Allotment Site. They are also responsible for the health and safety of anyone trespassing onto their Plot.
- 9.2 Treat others with respect and understand all views are important even if they are different from their own.
- 9.3 Respect individual's rights to manage their plot and grow the produce they wish, as long as it is within the Allotment Rules of the established Tenancy Agreement and Allotments Legislation.
- 9.4 Not harm, intimidate, threaten, or act in any manner that causes or is likely to cause nuisance, annoyance, alarm harassment or distress to any person visiting the Allotment Site. This also includes social media, text, phone, or online activity. The Tenant will be held responsible if anyone else is involved in such behaviour on their behalf or for their benefit.
- 9.5 Not commit any acts of discrimination against any person or body on grounds of their colour, race, ethnic origin, nationality, national origin, religion, age, gender, gender identity, sexual orientation, disability, health, or any other reason and understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the Council's Equality and Diversity Policy. The Tenant will be held responsible if anyone else is involved in such behaviour on their behalf or for their benefit.
- 9.6 Not to vandalise or cause damage to property of any other allotment on the Site or the residents of any neighbouring premises in the vicinity either by action or inaction, whether through carelessness, ignorance or persistent or deliberate action. The Tenant will be held responsible if anyone else is involved in such behaviour on their behalf or for their benefit. The Tenant will be liable for any remedial action required by the Council.

- 9.7 Not trespass or cause damage to other Tenants' Allotments plots, crops or property or take other Tenant's crops without that Tenant's prior permission.
- 9.8 Not to photograph, film or record other people on the Site without their prior permission. Not to install or use CCTV and wildlife cameras without application to and express permission of the Allotment Service. Covert cameras are not permitted. Commercial broadcasters and the like will need to apply for a Filming licence.
- 9.9 At all times during the Tenancy observe and comply with all enactments, statutory instruments, local or other by-laws, orders, statutes, or regulations affecting the Allotment Plot and Allotment Site.
- 9.10 The Allotment Site shall not be used for any illegal, anti-social or immoral purposes.
- 9.11 The purpose of the allotment is for the growing of food for the tenant and their family. Tenants are permitted to invite immediate family members on to the Plot, but not to hold parties or other such gatherings. Guests must always be escorted on to the Site and not be given codes or keys to the Site. Where several Tenants on a Site wishes to hold a social gathering as a collective for the benefit of food growing, they may apply to the Allotment Service for permission for an event.
- 9.12 Children (under 16 years) and guests must be always supervised by the Tenant or responsible adult and not trespass on other Allotments.
- 9.13 Dogs are not permitted on Site unless always kept on a short lead and never left unattended. Dogs must not cause a nuisance or allowed anywhere but on the Tenant's Allotment. Any faeces must be removed and disposed of off-site by the Tenant.
- 9.14 The Tenant must not endanger the safety of Site users, neighboring residents, or members of the public at any time.
- 9.15 The Tenant shall not tamper with or alter site infrastructure in any way, including acts leading to injury or non-compliance with Health and Safety, Water By-laws, or Public Health Legislation.
- 9.15 Not to damage, vandalise or misuse any communal facility; this includes but is not restricted to communal buildings, toilets, storage containers, community orchards and wildlife areas. The tenant shall respect such facilities provided by the Council or the collective tenants and shall leave them in a clean and tidy state as found.
- 9.16 Not threaten, be violent, aggressive, or abusive behaviour including by physical presence, verbal, email, or social media, towards any employee of Bristol City Council or our representatives, agents or contractors. The Tenant will be held responsible if anyone else is involved in such behaviour on their behalf or for their benefit. For further details use weblink: [Be kind to our staff](#)
- 9.17 Agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to the Council and the Police including obtaining a crime reference number. The Council and/or Police would have the final decision in any disagreements.

- 9.18 Large gathering of guests and/or private Tenant parties of 12 or more persons is prohibited. If Tenants wish to hold a communal group activity involving more than this number permission must be sought from the Allotments Service. The playing of amplified music is prohibited.
- 9.19 Collective Food Growing Groups, CICs and the like must welcome members of the community who have an interest in food growing and must have equalities and inclusion practices which are compatible with the spirit and aims of Bristol City Council's Equalities and Inclusion Policy. [Equality, diversity and cohesion policies \(bristol.gov.uk\)](http://bristol.gov.uk/equality-diversity-and-cohesion-policies)
- 9.20 The Tenant shall not bring or be a party to other persons bringing waste onto the Allotment Site

10.0 Identification of Plots and Persons.

- 10.1 Persons signing the Tenancy Agreement must be the person in name, falsifying your name will result in immediate termination and permanent barring. If you change your "official" name, you must contact the Allotment Service for a new Tenancy Agreement.
- 10.2 The Tenant and Co-Workers are required to supply evidence of address, photo ID and a recent passport style photo to be incorporated into the Tenancy Agreement and Co-Worker permissions. The list of applicable evidence is listed on the application and on the BCC website. The Council reserves the right to share the identification image with the Site Representatives if there is a doubt as to the identity of persons on site.
- 10.3 The Allotment Service and Site Representative may request a Tenant, Co-Worker, or guest to provide a form of identification whilst on site, this could take the form of a driving license, or name on credit/bank card or other form of identification may be acceptable such as accounts on apps, email, or social account viewable on a mobile phone. This is to ensure that the person is authorised by the Council to be on site through their Tenancy Agreement.
- 10.4 The Tenant must always clearly display a legible Plot Number facing the front of the Plot with lettering of at least the size of an A5 sheet (10 x 15cm). The Council reserves the right to paint the Plot number on to the shed.

11.0 Notices and Enforcement Procedures – Breach of Tenancy

- 11.1 The Council may issue a Notice for any breach of the Tenancy Agreement, Rules and associated Schedules as set out below, in addition it may apply charges to rectify issues not resolved in the permitted time by the Tenant. In addition, the Council may apply Barring and seek debt recovery.
- 11.2 Notices to be served by the Council on the Tenant may be:
- a) Sent to the Tenant by email or post (to the last email or postal address provided)
 - b) Served on the Tenant in person.
 - c) Placed on the Allotment Plot
- 11.3 Notices served will be treated as properly served even if not received, this includes delivery to the last provided email address.

11.4 A Notice sent by post will be treated as having been served on the third working day after posting whether it is received or not.

11.5 Where a Tenant breaches this Tenancy Agreement and/or the Rules, the Council, may act as follows:

a) Issue a Notice to Remedy (NTR) 28 days.

This will be for a first offence which is deemed minor for example, breaches that do not significantly impact other Tenants and/or the Council this could be for non-cultivation, misuse of plot, minor breaches etc.

There is a duty on the Tenant to inform the Allotment Service if they are temporarily incapacitated from cultivating their plot, and the period to which it applies, in advance of the issuing of a Notice to Remedy in order that the Allotment Service to consider if such extenuating circumstances can be accommodated. The Allotment Service will not take into consideration, after a Notice has been issued.

b) Issue a Notice to Quit (NTQ) 30 days.

NTQ are normally issued if a NTR is not resolved to the satisfaction of the Allotment Service within the time frame stated on the NTR. NTQ 30 days' notice period.

NTQ will also be issued for non-payment of rent, 30 days' notice period.

The Council reserves the right to issue an Immediate Notice to Quit (without a prior NTR) if it considers it is justified for serious breaches, illegal activities, physical or verbal abuse or any activities deemed to have a serious impact on other Tenants, third parties, and/or the Council. The above list is not exhaustive. The Tenant's right to enter the Site will be revoked and will only be permitted when escorted onto Site by arrangement within normal working hours to remove their possessions if applicable.

12.0 Termination of Tenancy by Tenant

12.1 If the tenant considers the plot is too large to manage, they may apply to downsize on the existing plot or to another plot, at the discretion of the Allotment Service (taking tenant history in to account). This would involve termination of the existing tenancy and issuing of a new tenancy.

We would encourage you to contact the Allotment Service early if you are unable to manage the plot size, as to avoid a potential Notice to Remedy for non-cultivation.

To be considered for a smaller plot, the Tenant does not need to be on the waiting list for the same site.

To terminate your Allotment Tenancy, you must notify the Council in writing that you wish to give up your allotment, giving your plot number and allotment site. This can be undertaken at any time, either be by contacting the Allotment Service to avoid being issued with a bill for the following year, it is best surrendering your Allotment Plot prior to invoicing by 1st September.

Please return any keys to the Site Rep (if there is one) or return to the Allotment Service at the address in **25.0 Contacting the Council**

- 12.2 If the allotment plot is left in poor condition or requires rubbish removal or removal of unsafe structure, the Council intends enact Remediation of Dilapidation, to recharge to the tenant to render the Allotment Plot into a lettable state.

13.0 Tenancy Termination by the Council

- 13.1 The Council may terminate allotment tenancies in any of the following ways:

- a) By giving the Tenant 12 months' Notice to Quit, expiring on or before 6th April or on or after 29th September in each year.
- b) At any time after 3 calendar months written notice by the Council that the Allotment Plot is required for a purpose other than agriculture, to which it has been appropriated under any statutory provisions, or for building, mining, or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult Tenants and arrange relocation and appropriate compensation.
- c) Automatically on the death of the named Tenant, (although there are no succession rights, the Allotment Officer may consider an immediate family member from the same household or co-worker taking on the allotment on a new tenancy).
- d) By giving one month's notice to quit if:
 - i) The rent is in arrears for 40 days or more (whether formally demanded or not); or
 - ii) It appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this Agreement and provided that if such breach is of the conditions and rules affecting the cultivation of the Allotment at least 3 months have elapsed since the commencement of the tenancy, or
 - iii) If the Tenant becomes bankrupt or compounds with the Tenant's creditors, or
 - iv) By giving an Immediate Notice to Quit which enacts revoking the right to enter the Site, without being escorted by the Allotment Service to collect personal belongings.

The Tenant may wish to waive their right to 30-day notice by contacting the Allotments Service in writing via email or post to enable earlier re-letting.

- 13.2 On the termination of the Tenancy, the Tenant shall leave the Allotment in a clean and tidy condition, suitable for reletting.

Any structures or items deemed to be dangerous by the Council should be removed by the Tenant. Any structure remaining on the plot should be in a good state of repair.

If in the opinion of the Council the condition of the Plot and/or permitted structures have not been left in a satisfactory condition, it intends to enact Remediation of Dilapidation to return the Allotment Plot to a lettable state.

- 13.3 On the termination of the Tenancy the Tenant shall return to the Council any property (keys etc) made available to them during the Tenancy. Either to the Site Rep (if there is one) or to the address in clause **25.0 Contacting the Council**

14.0 Disputes and Offences

- 14.1 Agree that in any case of disputes between the Tenant and any other Tenant on the Site which cannot be resolved locally by the Site Representative, it shall be referred to the Allotment Officer in the first instance, then if unresolved will be reviewed by the Allotment & Smallholding Manager, whose decision shall be final and binding on all parties involved in the dispute. At the discretion of the Allotment Service, mediation may be arranged for all parties this being paid for by the parties involved, this will encourage all parties to fully participate. However, if in the opinion of the Allotments and Smallholdings Manager that the situation is unlikely to have a lasting resolution and that in all likelihood that all parties involved are to some extent the cause of the issue, in which case all parties will have their Tenancies terminated with immediate effect.
- 14.2 If the Tenant, their family, or associates are found guilty of a criminal offence that is linked to the Allotment Plot or Allotment Site (i.e., taking place on the site or involving other tenants, neighbouring residents, association or Site Rep, or Council officers) they will be given immediate Notice to Quit. The same will apply if there is proven evidence of any threats, violence and or intimidation against others listed above.
- 14.3 The Council also reserves the right to suspend the Tenant's right to access the Plot and Site during the investigation into such criminal offences, other offences of a serious nature and all those contained in the Code of Conduct. If such a suspension is breached by the Tenant, they will be given immediate Notice to Quit.

15.0 Barring Arrangements

- 15.1 Tenants who have had their Tenancy terminated for non-payment of Rent or a breach of the Tenancy Agreement and/or Allotment Rules may be subject to Barring.

If a Tenant of the Council or Allotment Association or is a controlling and/or influencing member of a CIC or Collective Food Growing Group has had their Allotment Tenancy, Agricultural Tenancy, Farm Business Tenancy, Grazing Licence, a bespoke lease, licence, Tenancy at Will of a similar nature and/or purpose terminated by the Council for defaulting on any such a Tenancy, they or the organisation may not be able to apply for an Allotment Plot (i.e. be accepted onto the Waiting List) for a set period stated within the barring arrangement reflecting the nature and severity of the Tenancy termination.

Types of bars and barring periods are included below in clause **15.5**.

If a Tenant voluntarily terminates the Tenancy before a Notice to Quit is issued, the Allotment Service may use discretion in implementing the barring arrangement.

- 15.2 Where the Tenant, Co-Worker or guest is subject to barring due to breach of Code of Conduct they are barred from entering the Site as family, Co-Worker, or guest for the duration of the barring period. Where another Tenant allows the barred person to enter by invitation, they themselves will have their Tenancy terminated.

15.3 Collective Food Growing Groups, CICS and the like are responsible for “self-policing” any bar of its current or former member(s) who have been barred from the Site for a breach of the Code of Conduct. Failure to enforce the bar may result in the termination of Tenancy for the organisation.

15.4 If a Tenant has been barred more than once, they will be barred permanently from joining any Allotment Waiting List.

15.5 Barring tariff:

If Tenancy ended due to:	Number of years before able to join waiting list
Code of Conduct or Prohibited Act	
* Intimidation, discrimination, bullying, filming, or recording without permission	3 or more
Anti-Social Behaviour	2 or more
* Failure to comply with other laws/by-laws	3
* Use of plot or site for illegal/ immoral purposes	3 or more
Cause nuisance to neighbours	2 or more
* Firearms, air rifles, or weapons on site	3
* Endangering safety of others	3 or more
* Damage to other Tenant/neighbouring resident’s property	2 or more
Enter onto another plot without permission of Tenant	2
* Theft of crops/items	3 or more
Tamper with site infrastructure and communal buildings	3
*Tampering with badger sets or trapping wildlife	3 or more
Dog not on lead or unattended or causing a nuisance	1
Tenancy	
Not complying with instruction from duly authorised officer	3
Giving / disclose key/code to unauthorised person or leave gate unlocked copy or pass key or gate code to unauthorised others	2
Rights of inspection and Re-entry	
Failure to allow an authorised Officer access to plot	3
Failure to give the plot to the Council upon termination	Permanent
Payment of Rent, Fees and Charges	
Non-payment of rent within 40 days of invoice	2
Non-payment of fees and charges within 30 days	2
Prohibition of Assigning and Sub-letting	
Assigning and sub-letting	Permanent
Cultivation and Permitted Use	
Non cultivation after 3 months	1
Non cultivation; existing Tenant	1
Using plot for trade or business not connected with food growing	2 or more

Disputes and Offences	
Unresolvable dispute between Tenants	Permanent
Livestock	
Livestock not kept in proper conditions	Permanent
Buildings and Structures	
Unsafe building, structure or play equipment	3 or more
Non-compliant building, structure or play equipment	1
Misuse of plot	
Bonfires	3
Bringing waste onto site; contamination of land	3
Pruning BCC trees without permission	1
Failure to remove self-seeded tree saplings	1
Use of hose pipe including siphoning from water trough	2
Staying overnight	2 or more
Cockerels or unauthorised livestock on plot	1
Erecting a fence or planting a hedge around plot	1
Moving plot boundaries; increasing plot size	1
Obstructing hauling way	1
Remove soil from Plot or Site	2
Too many/ wrong rootstock fruit trees	1
Use of barbed or razor wire	2
Gas cannisters	2
All breaches listed above marked with a * can result in an immediate Notice to Quit.	
Repeated Notice to Remedy offenses can also lead to an immediate Notice to Quit.	

This list is not exhaustive, the Council reserves the right to apply a tariff for a similar severity of a breach of the Tenancy Agreement and Allotment Rules if the need arises in the future.

16.0 Appeals Against Notices

- 16.1 The Tenant has the right to appeal a Notice to Quit or Notice to Remedy. The appeal must be submitted 14 days before the end of the Notice period. All appeals will be handled by the Allotments and Smallholdings Manager (or other officer dealing with such duties) in the first instance via the Allotment Service contacts.
- 16.2 If the Tenant considers there remains grounds for an appeal i.e. the decision is not compliant with the terms of the Tenancy Agreement and/or the Rules or the plot number is mis-identified but clearly numbered then they can submit a formal complaint against the decision via the Council's complaints procedure, within 7 days of the appeal decision. The complaint will be regarded as a Stage 2 complaint by a Complaints Case Manager and the service will have already considered the circumstances of the appeal. The complaints procedure will not overturn a

decision to issue a Notice but will consider whether due process has been followed by the service in considering the appeal. If appropriate, it may instruct the service to consider the appeal again.

Once the appeal has been received by the Council, it will put a hold on the Notice until a response has been issued to the Tenant. However, if upheld no extension to notice time frame will be allowed.

17.0 Complaints

17.1 The Council aims to provide a high-quality Allotment Service. If, however, you are unhappy with the service, in the first instance telephone or email the Allotment Officer. If the issue cannot be resolved, it will be passed on to the Allotment & Smallholding Manager for review.

17.2 If in the event that a Tenant challenges any Notice to Quit (NTQ) through the Council's formal complaints procedure (if applicable onward to the Local Government Ombudsman) they must do so within seven calendar days from receiving the services response under [16.1](#). They will have the use their plot suspended but will be liable to full payment for the plot Rent during the period of consideration. The time frames concerning NTQ will be that of the issue date of the NTQ. The Tenant will not be provided compensation for the consideration period if the NTQ is revoked, save that if instructed upon the Council by the Local Government Ombudsman.

17.3 The Council's complaint procedure is available via the Council's website

Available here:

<https://www.bristol.gov.uk/complaints-and-feedback/complaints-procedures>

or Customer Service Centre 0117 9222100
(Option 4 – Parks, Allotments and Trees)

If the Tenant is unhappy with the final outcome of the appeal, they can contact the Local Government and Social Care Ombudsman for a review.

18.0 Site Lease Terms

18.1 In the event that the Allotment Site is leased. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease.

19.0 Repairs

19.1 The Council will be responsible for the repairs and maintenance to the Site perimeter fences, gates, locks, water infrastructure, haulage ways, car parks, communal buildings owned by BCC (save those day to day duties that are collectively undertaken by Tenants), vacant plot management, site grounds maintenance of grass areas, hedges (not the top and face facing onto plots which is the Tenants responsibility), and trees management. The Council is not bound to provide, repair, or maintain such items to a specified standard and the ability to undertake any such work will be determined by the available budget.

19.2 Areas set aside for nature and for pollinator planting may be maintained by the collective Tenants or other volunteer interest group by express permission and direction of the Allotment Service.

20.0 Operation of Waiting list.

20.1 An applicant may apply to be on the Waiting List for a maximum of one plot (of any size up to 149sqm) at any given time. The Tenant shall not apply for another plot on the same or different sites including sites managed by Associations unless there is no-one on the current waiting list for that site at the Tenant's current Plot band. If a plot is available, the tenant would have the option to relinquish the existing Plot to take on the new plot.

20.2 Their application will be considered by the Allotment Service and checked against eligibility e.g., address within the curtilage of BCC administrative area, barring arrangement and over 18 years of age.

20.3 Plots are offered based on first come first served, a prospective Tenant may refuse up to 3 plot offers (of any condition) whilst maintaining their position on the Waiting List. If they refuse on the 3rd offer of a Plot in a reasonable condition, they will be removed from the waiting list.

20.4 Where an existing Tenant wishes to undertake down-sizing or upsizing through Plot exchange they should contact the Allotment Service to discuss availability options before applying for the Waiting List (if it transpires that is required).

20.5 Cleansing of Waiting List – prospective tenants will be contacted at intervals, to establish if they still wish to remain on the Waiting List. Prospective Tenants must reply within one calendar months of contact, otherwise they will be removed from the Waiting List. It is important to inform the Allotment Service of change of contact details.

20.6 On a few sites, some Plots are provided as fully accessible raised beds with hard surface surrounds and with adjacent car parking. These plots will be reserved for people with visual impairment, physical disabilities, or physical rehabilitation need, who may require such plots. Where an applicant requires an accessible plot, they can apply solely on the separate "sub-site" disability Plot Waiting List. The Council may require some form of evidence of eligibility for these plots.

20.7 Some plots will be reserved for Collective Food Growing Groups, CICs and the like, these will be considered outside of the normal waiting list process through a formal detailed application and evaluation procedure (whether in competition or not). There will have specific conditions attached to the Tenancy Agreement. The group circumstances and detailed proposal must meet certain criteria to be accepted onto a Tenancy.

20.8 In order to maximize the number of citizens who can enjoy having their own allotment plot all new tenancies will be offered a Plot size of up to a maximum of Band B 75-149m².

20.9 Some plots will be reserved for beekeeping or alternative appropriate use decided by the Allotment Service, which will be considered via a separate registration process.

21.0 Change of Tenant's Address

- 21.1 The Tenant must immediately inform the Council of any change of postal and/or email address using the contacts listed in clause **25.0 Contacting the Council**
- 21.2 If a Tenant moves to an address more than 1 mile outside of the boundary of Bristol City Council, their Tenancy will be terminated. Current Tenants who live outside of the boundary of Bristol City Council (but within 1 mile) will not be able to apply for any rental concessions, discounts or any new Tenancy.

22.0 Your Data and How We will Use It

- 22.1 GDPR statement for tenants data including data shared with Site Reps, can be found at: <https://www.bristol.gov.uk/files/documents/4768-parks-allotments-privacy-notice>
- 22.2 Information is held for the length of the barring period and cleansed every six months for expired barring.
- 22.3 We will retain a copy of photo ID and proof of address together with the passport style photo for the purposes of preventing tenancy fraud, for the length of the tenancy plus a period of 6 months, and any applicable barring period.

23.0 Arrangements for Site Representatives

- 23.1 Tenants may elect any spokesperson to represent them for contact with the Allotment Service and/or be present on their behalf at meetings. The position of Site Rep is reserved for those who by majority vote of the Tenants (vote arranged by the Allotment Service) and by approval of the Allotment Service that the volunteer can satisfactorily be competent, able, and willing to take on the duties as defined in the Site Representative handbook.
- 23.2 Should in the opinion of the Allotment Service that a Site Rep is not satisfactorily performing their duties, then the current Site Rep may be terminated.
- 23.3 Where there is no Site Rep for a Site it will be directly overseen by the Allotment Officer.

24.0 Public Liability Insurance

24.1 Public Liability Insurance (PLI) is required by the following to a value of £5M per single claim occurrence:

- a) Collective Food Growing Groups, CICs and the like.
- b) Keeper of animals permitted under the Allotments Act & others by agreement.
- c) Keeper of bees
- d) Tenants with play equipment (defined on page 6) must have PLI for 21 years beyond removal of equipment.

The Tenant is required to at Tenancy commencement and thereafter annually in September provide evidence of the PLI is current to the Allotment Service. Local and central government direct services providers are not required to provide the evidence.

25.0 Contacting the Allotment Service

25.1 Use the web form available:

<https://www.bristol.gov.uk/museums-parks-sports-culture/contact-the-allotment-team>

Or emailing: allotments@bristol.gov.uk

Or in writing to the following address:

Allotments Office
Business Support Service,
Bristol City Council
City Hall
PO Box 3399
Bristol
BS3 9FS

Allotment Rules - Part 2

1.0 General Prohibited Acts

- 1.1 The Tenant will not create hazards or cause to pollute the Allotment soil (growing media) through contamination by materials such as but not limited to glass, metal, Asbestos or plastic etc. The use of polluting materials such as carpet, underlay, artificial grass, lino, and tyres are strictly forbidden.
- 1.2 Barbed wire or razor wire (or similar) is not permitted on any Allotment Plot.
- 1.3 The Tenant shall not tamper with, alter, or create additions to site infrastructure such as, but not limited to, additions of water take off points on communal water troughs and water pipes connected from the mains supply to their Allotment Plot. A tenant making use of such items is also prohibited.
- 1.4 The Tenant shall not bring firearms, air rifle/gun or any weapon on to the Allotment site.
- 1.5 The Tenant shall not remove soil, mineral or sand from the Allotment or remove gravel aggregate from paths and hauling ways from the Allotment Site.
- 1.6 The burying of any type of livestock is not permitted on Allotment Sites.
- 1.7 Tampering with badger setts or setting traps for wildlife is strictly forbidden and can lead to prosecution.
- 1.8 To deter rats and other pests, the feeding of any wildlife or stray animals is not permitted.

2.0 Site Security

- 2.1 The Tenant shall be issued with a key/code to access the Allotment Site. No replicas are to be made. No codes shall be passed to anyone other than a registered co-worker.
- 2.2 The key/code is only to be used by the Tenant or a registered co-worker.
- 2.3 All gates shall be closed and locked at all times for the protection of all tenants, prevention of unauthorised visitors and fly tipping. Please ensure that you lock the gate upon your every entry to and exit from the Allotment Site.
- 2.4 Access to the Allotment Site is only permitted via the official entrances. Any other access or gates created from neighbouring properties or gardens will be considered trespassing and will require removal.
- 2.5 The Tenant is encouraged to report suspicious activity such as unattended items of construction plant that appear to have no reason to be on site, they could be stolen.

- 2.6 The Council may take action against any tenant who they reasonably believe was responsible for allowing an unauthorised person onto site.

3.0 Cultivation and Permitted Use

- 3.1 The Tenant shall use at least 75% of the Allotment Plot for a cultivated crop of vegetables, fruit bushes, ornamental flowers, and herbs, this being the Cultivated Area
- 3.2 Cultivation requires that the Tenant regularly digs or organically mulches, prunes and weeds 75% of the plot. Greenhouse, cold frames, poly-tunnels, and fruit cages form part of the cultivated area if they are in active use for such. Land which remains unplanted or uncropped during any one year is considered un-cultivated.

The use as a lawn (except for plot dividing paths), grass land, wildflowers, wildlife areas, ponds, ornamental shrubs, bushes, hedges, non-fruit trees, fodder crop or any other form of food grown for farm animals, covering in inorganic weed suppressing material does not constitute cultivation.

Where in the opinion of the Allotment Service that the Tenant has under-utilised the cultivated area for a sustainable achievable level of a productive crop, for example widely spaced row planting then this area will be dismissed as being part of the achieved 75% cultivated area assessment.

- 3.3 The Tenant may use the Non- cultivated Area for fruit trees, sheds, structures, compost bins, water storage, seating, play equipment and any other permitted items must be within the remaining up to 25%. Where fruit trees are under planted with a crop as defined in cultivation they shall be regarded as being within the cultivated area.
- 3.4 Community Orchards shall use 75% or more of the Plot planted with formally spaced top fruit trees with well-maintained grass land surrounding them.
- 3.5 The produce is solely for consumption or enjoyment of the Tenant and their family except for Collective Food Growing Groups, CICs and the like where the produce may be distributed amongst the participants. A small amount of surplus produce may be sold or given to foodbanks or communal trading hut.
- 3.6 The Tenant shall, within 3 months of the commencement of this Agreement have at least 40% of the area of the Allotment Plot under cultivation, and within 12 months of that date shall have at least 75% of the Allotment Plot under cultivation. This also applies to where an overgrown plot discount has been granted.
- 3.7 The Tenant must maintain the Allotment Plot in a good state of cultivation, soil health and condition to pass on to future generations of Allotment Tenants. The whole Plot, including non-cultivated areas must be kept tidy, safe, and free from weeds.
- 3.8 The Tenant must keep the Allotment weed growth controlled and must ensure that weeds do not spread to neighbouring allotment plots.

- 3.9 Allotment Plots must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 3.10 The Tenant must not use or allow any part of the Allotment Plot or site to be used for the purpose of business or trade.
- 3.11 The Tenant may require several written permissions from the Allotment Service, namely for anything other than the items defined as permissible within the individual Tenant's 75% cultivation area.
- 3.12 The Tenant may have livestock as permitted under the Allotments Act. The Tenant must apply for and receive permission to have such livestock.
- 3.13 Allotments that have areas that are unsuitable for production – such as shaded areas, excessively sloping land, or impoverished/polluted soils – may be allowed extended lawn and headland areas. Extended non-cultivation areas (above 25%) must be agreed in writing with the Allotment Officer.
- 3.14 It is the Tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants.
- 3.15 Cultivation of wildflowers is not permitted on your plot. The Allotment Service will, subject to site circumstances, consider designating areas to be set aside for wildlife, which may include wildflower habitats, such areas do not form part of your plot.
- 3.16 The use of soft "film" plastic or glass for any form of protective cropping is prohibited. Plastic netting is permitted on ground / supported and on fruit cages.

4.0 Trees

- 4.1 The Tenant shall not without the written consent of the Allotment Service cut or prune any trees not within their plot. Pruning within the plot is limited to branch removal of up to 50mm or stem removal up to 75mm diameter at 1.5m above ground level. The Allotment Service may give approval for trees larger than this as an agreed action subject to Conservation Area constraints and Tree Officer advice.
- 4.2 Apart from the permitted fruit trees, the Tenant will not plant any trees, willow, hazel bushes, hedges of any type or allow to grow self-seeded samplings including those within the boundary fence.
- 4.3 Tenants are permitted a maximum of 3 fruit trees on a Band D, 1 tree on Band B – C Plots, these occupy the non-cultivated area unless under planted with a productive crop, in which case they will be counted as being part of the cultivated area. No trees permitted on Band A or Micro Plots. Fruit trees must be of M27 very dwarfing or M26 dwarfing root stock. Tenants must inform the Council if they wish to plant a fruit tree by using the Webform available [here](#) or in writing to the address in Allotments Rules Part One clause **25. Contacting the Council**

- 4.4 Fruit trees must be pruned to contain them to a maximum of 2.5m above ground level.
- 4.5 Trees must not cause a nuisance to neighbouring Tenants by shading their plot, a lack of maintenance and/or by causing disease.
- 4.4 Invasive plants such as Bamboo, all types of Willow, fast growing Conifers (including Christmas trees) etc. are not permitted. A full list of invasive plants is available on the allotment website.

5.0 Boundary of Plot (including Hedges)

- 5.1 The Tenant shall cut back / trim any hedge that abuts their plot to maintain it to a maximum height of 1.8 metres. Hedges should not be cut back during the main bird nesting season, which is 1st March to 1st August, but tenants should always check carefully before cutting hedges at any time of year.
- 5.2 Where a hedge abuts an internal hauling way or where the perimeter of the site and there is an adjacent public highway, the Council will cut the top and outside face.
- 5.3 Where the plot abuts an area set aside for wildlife or similar vegetation from a neighboring property the Tenant will cut back to the edge of the vegetation to prevent encroachment and reduction of plot area.
- 5.4 Pathways that form part of the boundary of their Allotment Plot must be maintained in a clean and tidy state, cut, free from weeds and obstructions.
- 5.5 All paths between plots and peripheral paths must be kept a minimum of 45cm or 18 inches wide.
- 5.6 The Tenant must not plant hedges, erect fences, gates, or other barriers on or form a perimeter to their Plot. Where this has occurred, it will need to be removed by the Tenant or the Council (may incur recharge for cost of removal).
- 5.7 Compost areas and rubbish must be kept at least 45 cm or 18 inches away from the Allotment Plot boundary. The Tenant must not pile or stack anything against neighbouring structures, especially on the perimeter of the Site.
- 5.8 Sheds, polytunnels and other structures must not be placed within two feet / 60cm of the Allotment Site boundary in order that such boundary can be maintained.
- 5.9 The Tenant must not alter the natural slope of the land for example undermining or adding to the landform or putting stress on perimeter fences and walls or neighboring property.

6.0 Ponds

- 6.1 Small ponds are permitted if they do not exceed 1x1 metres and max 50cm depth. Ponds will only be considered within the non-cultivated area and must be not within 60cm of the boundary

of the plot. The edges of the pond must be sloping, clearly visibly marked and the liner must be made of strong flexible rubber. Plastic liners, bathtubs and the like are not permitted.

- 6.2 If there is collective wish to have a wetland habitat, please approach the Allotment Service to see if there is potentially an advantage to have this form of habit on the site adjacent to other areas set aside for wildlife. The pond if approved will sit within an area set aside for wildlife.

7.0 Buildings and Structures

- 7.1 Where the Tenant wishes to have buildings and structures they must be maintained in a good state of repair, not cause a potential or actual hazard to persons or property and be of a type, construction and size that is permitted.
- 7.2 The permitted position of buildings and structures in relation to boundaries is with consideration for other Tenants and neighbouring properties, they must be sited at least 18 inches / 0.45m away from plot boundaries and 2 ft / 0.6m of the Site boundary.
- 7.3 Maximum permitted sizes for individual plots, all buildings and structures shall not exceed 2.1m in height, shed 6 x 8 ft / 1.8 x 2.4m, Greenhouse (no glass) 6 x 8 ft / 1.8m x 2.4m and poly tunnel 10 x 20 ft / 3m x 6m, cold frame up to 3 ft x 6 ft / 0.9m x 1.8m. Collective Food Growing Groups and CICs and the like may have larger buildings and structures by agreement of the Allotment Service. No more than 20% of the non-cultivated Plot area can be covered by built structures.
- 7.4 The Tenant's buildings, structures and paved areas construction materials and methods shall comply with the following:
- I) The structure is temporary in nature and can easily be removed.
 - II) No permanent footings or bases permitted.
 - III) Not to use brick, concrete, cement, mortar, masonry or import of rubble and aggregate for their construction including for footings.
 - IV) All sheds and structures must have rainwater harvesting in the form of guttering connected to an enclosed storage tank.
 - V) Must be securely fixed to the ground.
 - VI) Must not be position over underground utilities.
 - VII) Must not use the support of communal facilities or site infrastructure.
 - VIII) Polytunnel covering must be of horticultural grade polythene.
 - IX) Must not be formed from glass bottles.
- 7.5 The Council will not be held responsible for loss or damage from any Allotment Plot or site caused by accident, fire, theft, natural disaster or acts of terrorism.
- 7.6 Any building, structure or any other item considered hazardous should be removed if instructed to do so by the Allotment Officer. Failure to do so may result in the Council removing the structure or items with costs charged to the Tenant.
- 7.7 Storage of fuels and hazardous materials, including gas cannister is prohibited. Only materials and tools for the purpose of cultivating the plot may be stored on the Plot. Construction materials for patios, buildings and structures stored on the plot must be used with 3 months, if

the Allotment service consider the quantities to be excessive the Tenant will be instructed to remove them.

- 7.8 The departing Tenant shall remove and dispose of any items, derelict buildings and/or structures from the Plot before the end of the Tenancy. The Council will remove and dispose of thing that it considers it unsafe or not desirable for the incoming Tenant that has not been removed by the Tenant. The Council will charge the outgoing Tenant for undertaking this work.
- 7.9 Tenants must only use their building and structures for their own personal use (with exception of communal activities of Collective Food Growing Groups and CICS and the like for the purpose of their Tenancy) for the purpose of maintaining their allotment plot.
- 7.10 New Tenants must report to the Allotment Service providing photographic evidence if they consider and legacy building or structure to be unsafe with 14 days of Tenancy commencement.

8.0 Large Play Equipment (defined on page 6)

- 8.1 The Tenant is responsible for the safety and liability for any injuries to all persons who may use the equipment with or without their knowledge and consent including that of trespassers. The liability extends to a period of 21 years from the date that the equipment is removed.
- 8.2 Clauses in 7.0 Buildings and Structures also apply to play equipment where applicable.
- 8.3 The maximum permitted size of an individual item is 8 ft / 2.1m high x 9 ft / 3m x 6 ft 1.8- 2m. No more than two items are permitted. Play equipment is considered as non-cultivated area.
- 8.4 The equipment must have manufactures CE certification. Homemade items, trampolines and water play are not permitted.
- 8.5 Items with a critical fall height of more than 0.60m must have adequate safer surfacing material to cover the fall zone.
- 8.6 The Tenant shall inspect the play items monthly between March and October inclusive and bi-monthly through the rest of the year. Records and dates of inspection must be kept and submitted annually in July together with copy of the Third-Party Liability Insurance.

9.0 Paths and Hauling Ways

- 9.1 Tenants shall be responsible for paths within the blocks of allotment plots to the Centre line. These must be maintained to ensure free passage, not have flowers or weeds, and the grass maintained to a height of no greater than 6" / 150mm. If they exist, a single main path of between 0.6m - 0.75m width as well as spur paths at 0.45m width shall form part of the adjoining plots non-cultivated area.
- 9.3 Hauling ways, car parking areas and communal paths will be maintained by the Council.

9.4 Tenants must not obstruct paths and hauling ways through placement of objects or parking vehicle save during the act of loading and unloading. Therefore, vehicles must be parked in the parking areas once this operation is completed. Tenants who persistent obstruct the hauling ways will have their vehicles barred from site.

10.0 Water Points and Hoses

10.1 The mains water supply will be available from 1st April to 31st October. The water supply may be subject to seasonal restrictions imposed by Bristol Water.

10.2 The Tenant shall always have consideration for other tenants when extracting water from water points and ensure that trough cover lids are closed after use.

10.3 The Tenant is responsible for maintaining clear access to and control of vegetation around any taps, tanks, and associated pipework adjacent to their Allotment Plot.

10.4 The Tenant shall only use the water troughs for the purpose of extracting water for crop irrigation by use of watering can or bucket, siphoning water is not permitted. Do not use the troughs for cleaning hands, footwear, tools, fruit, vegetables or encouraging wildlife.

10.5 The Tenant shall not waste water or cause the wastage of water.

10.6 All sheds must have rainwater harvesting guttering piped to an enclosed storage tank.

10.7 Use of hosepipes (for any reason), sprinklers and seep hoses is currently not permitted, due to the risk of water contamination and possible risk to human health.

11.0 Fires

11.1 Tenants are not permitted to have fires or any form of combustion which includes but not limited to: bonfires, incinerators, pizza ovens, chimineas, or wood-burners. This is to help reduce the impact of smoke particles on health and air pollution in Bristol.

11.2 Large BBQ's may be authorised as a communal social activity event by the Allotment Service

11.3 Tenants are permitted to use a small BBQ on their plot for cooking their produce.

12.0 Waste Material

12.1 The Tenant is expected to compost all waste plant material except pernicious weeds e.g., Japanese Knotweed, and Giant Hogg weed that must be reported to the Allotments Officer for Pesticide treatment. Plants infected with fungal diseases such as club root, downy mildew and white rot or other pernicious weeds should be disposed of by the tenant at an approved disposal site.

- 12.2 Waste from off Site sources are subject to the Waste Regulations, (including green waste) and shall not be deposited on the plot or any part of the Site. This will be considered as 'Fly Tipping' and will result in immediate termination, barring and may lead to prosecution.
- 12.3 Bringing on Site and use of rubble and hardcore for paths and other forms of construction is prohibited, to prevent soil contamination. The bringing on to Site of tyres, glass, or metal materials such as shelving, angle iron or bathtubs corrugated or sheeted steel (other than used in construction of a shed or cold frame), carpets, artificial grass, underlay, Asbestos, "builders waste" or general waste – as well as other timber and plastic materials not relating to crop production is prohibited.
- 12.4 In the event that a Tenant is put on Notice to Remedy for excessive materials such as timber, metal, carpet, tyres, glass etc. being left on the plot, and if the Tenant does not remove such materials, then the Council reserves the right to clear such materials and reclaim the costs from the Tenant.
- 12.5 If a Tenant observes fly tipping in progress, they should immediately contact the Police obtaining crime reference number, inform the Site Rep and Allotment Service.
- 12.5 If hazardous waste is found on your plot or site such as Asbestos, please report it to your Site Rep and/or Allotment Service.
- 12.6 The Tenant shall not deposit or allow other persons to deposit on the Allotment Plot any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches, or dykes in or surrounding the Allotment Site.
- 12.7 All non-compostable waste shall be removed from the Allotment Site by the Tenant. The Tenant will be charged for the removal of any non-compostable waste from their Allotment Plot following a Notice to Remedy from the Council.
- 12.8 The Tenant shall not bring waste onto the Allotment Site
- 12.9 The Tenant shall not burn or bury plastics or other inorganic waste.
- 12.10 Where there has been fly tipping on the Site the Council will consider recovering such costs for removal and disposal by equal apportionment of the cost to all Tenants as an ad-hoc charge. If any Tenant or person acting in their knowledge is proven to have deposited such material on Site, then the full cost will be recovered from the sole Tenant.

13.0 Vehicles, Tents, Yurts, and Caravans

- 13.1 Motor vehicles and/or trailers are not permitted to park overnight, be stored, or left parked on site whilst the Tenant goes off site. Caravans, motor homes or any other form of live-in vehicles are not permitted on site at any time.

13.2 The erection of tents, yurts, and other temporary living structures as well as overnight camping in sheds, polytunnels, or any other structure is not permitted on the Site.

13.4 Vehicles must be parked in the car parking areas, not to park on plots, grass verges, communal spaces or obstruct hauling ways. Vehicles speeds must not exceed 5mph.

14.0 Livestock and Bees

14.1 The Tenant shall not keep any livestock except rabbits, bees, and hens (no Cockerels). The tenant must seek require written permission from the Allotment Service to keep any livestock on their plot, as some sites may be deemed unsuitable. The Allotment Service may exceptionally grant permission for other animals in the case of Collective Food Growing Groups, CICs and the like where they are being used for food production and/or educational purpose provided that the plot is at least 50m from any residential dwelling. The Allotments Service must be notified in advance on intention to keep these animals.

14.2 Tenants must request permission to keep up to 12 chickens (or bantams) depending on the plot size (Band B up to 6, Band D up to 12). Chickens are not permitted on plots less than 75m² and may not be considered suitable for some sites. Guidance on size of structure can be provided by the Allotment Officer.

14.3 Where the Tenant has obtained written permission to site beehives, they must hold valid insurance preferably through membership or affiliation of the British Bee Keeping Association, a copy must be provided to the Council or Association annually on 1st June.

14.4 Tenants with livestock must register with DEFRA to obtain a Flock or Herd Number and Smallholding Number as applicable, the Tenant is required to provide evidence of the registration to the Allotment Service

14.5 Where the Tenant has livestock in their care, they must ensure they are in good health and duly provided for to the standards required by the RSPCA, DEFRA and the Council Animal Welfare Officer.

14.6 We reserve the right to shut off the water supply during the winter period on any site including those with livestock being housed, the tenant with livestock will need to make suitable alternative arrangements for the livestock during these periods.

15.0 Chemicals / Pesticides, Pests, Diseases and Vermin

15.1 Any products used for the control of pests, diseases or vegetation must comply with current UK Pesticide legislation (e.g. includes pesticides, insecticides, fungicides and herbicides (weed killer). Products must be used and stored safely in accordance with the manufacturer's guidelines. No flammable liquids should be stored on allotment sites

15.2 If using any Pesticide sprays or non-organic fertilisers the Tenant must:

- i) take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
- ii) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, neighbouring allotments, game birds and other wildlife, other than vermin or pests.
- iii) Use and store the materials safely. Pesticides use and storage must comply with current legislation.
- iv) NOT to store Pesticides on your allotment plot, take them home and store them safely.

15.3 The Council will arrange for rodent control using rodenticides, please report issue to your Site Rep. Please ensure that you do not store vermin attracting food in your shed or compost areas.

15.4 We wish to encourage Tenants to reduce the use of non-organic fertilizers and particular to reduce Nitrogenous and Phosphate fertilizers that could pollute local water bodies through run off. Please choose an organic slow-release alternative or improve soil health and crop yield through adopting organic / permaculture practices.

16.0 Pesticide and non-organic Fertilizer Free Status Sites

16.1 The Council would like to encourage all Tenants to consider using natural alternative methods for controlling pests, weeds and increasing crop yield rather than using manufactured products i.e., Pesticides, and non-organic fertilizers. Some of our Sites are growing organically and are happy to share their successes with other interested Sites and Tenants.

16.2 Sites may be declared "Pesticide Free" and/or "non-organic Fertilizer Free" which will require all Tenants to undertake natural (organic) cultivation practices. Sites will obtain these statuses where 70% or more of responding Tenants have voted for the Site to become Pesticide and/or non-organic Fertilizer free (vote arranged by the Allotment Service) or where the Allotment Service has declared a new Site to have this status from inception.

16.3 The Council reserves the right to use limited amounts of Pesticides to undertake Site maintenance weed control and rodent control.

17.0 Manures and Compost

17.1 Any manure or odor producing compost deposited on the Plot must be dug in or covered.

17.2 Any manure or the like must not contaminate or obstruct hauling ways, car parks and paths.

17.3 Only peat-free compost is permitted for use on Allotment sites.

18.0 Use of Communal Buildings and Notice Boards

- 18.1 Smoking is not permitted in Allotment Site communal buildings or communal areas.
- 18.2 The site notice boards are provided for notices issued by the Council and Site Reps for Site news and information. Tenants must not display any personal or commercial advertising except with written consent from the Allotment Officer.

19.0 Flying of Drones

- 19.1 The flying of drones by unauthorized persons is prohibited.
- 19.2 Persons authorized by BCC to fly a drone must comply with Civil Aviation Authority regulations.

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