

# ICKLESHAM PARISH COUNCIL

**A local council for the peoples of Icklesham, Winchelsea, Winchelsea Beach and Rye Harbour**

## **Allotment Rules**

### **1. Assignment/ Sub-letting / co-working**

- 1.1 The tenancy of an allotment is personal to the tenant named in the agreement; a co-worker agreement can be requested from the Council.
- 1.2 The tenant may not assign, subject or part with possession or control of all or any part of their allotment.
- 1.3 The tenant may share cultivation by registering a co-worker. Co-workers must sign an agreement which must be countersigned by the tenant and sent to the Council.
- 1.4 Within the first three months the tenant is within a probationary period, if the tenant chooses to return the allotment to the Council during this period the tenant will have rental returned. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated and the plot returned to the Council for re-letting.
- 1.5 The tenant will be charged a deposit equal to one year's rent that will be returned at the end of the tenancy if the plot is sufficiently clean and cultivated (payable at the Clerk's discretion).
- 1.6 Tenants who held a tenancy for a minimum of one year prior to these rules being brought into effect in 2019 may find that aspects of their plots do not meet these rules. In this event the tenants should notify the Clerk of the potential breaches to avoid action being taken.

### **2. Cultivation and Weed Control**

- 2.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.
- 2.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as semi-cultivated i.e. only 50% of the area will be considered cultivated. The whole plot, including any uncultivated/ leisure areas must be kept tidy, safe and free from flowering weeds.
- 2.3 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a week notice letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no

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improvements in cultivation the Council reserves the right to issue a notice of termination.

- 2.4 The use of pesticides and weedkillers are not prohibited outright. However, the Clerk should be notified of any weedkiller used. Sprayed chemicals should not be used in windy conditions or so as to permit spray drift on to an adjoining plot. Use of chemicals which give rise to complaints from other tenants or which are not being used in accordance with the manufacturer's written instructions may be considered as an unsafe working practice in accordance with Section 13.7 below.

### 3. Trees and invasive plants

- 3.1 All trees, bushes and hedging over the absolute height of 2.5 metres (or 8 feet) in height are in breach of allotment rules and will lead to a notice and possible termination.
- 3.2 Tenants must not, without consent of a Council officer, cut or prune trees outside of their own allotment or plant any trees which have the potential to exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their allotment, including any that are growing through a perimeter fencing.
- 3.3 The tenant shall not plant any tree without the Council's written consent, nor cut any tree that is of sufficient size as to require the consent of the local planning authority without first obtaining their consent.
- 3.4 Fruit trees are permitted but will (subject to the provisions of 1,6 above) normally be included within the 25% of non-cultivated area. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 3.5 Tenants who have fruit trees that have grown above 2.5 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.
- 3.6 All new fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height; overhang the boundaries of the plot; or cause undue shading to adjoining plots.
- 3.7 If after receiving a notice a tenant fails to respond to it, the council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.
- 3.8 Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the tenant then the tenancy will be terminated and plants removed at cost to the tenant.

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## **4. Plot use and storage**

- 4.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the allotment association of that site.) Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 4.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 4.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

## **5. Water, Bonfires and Other Restrictions**

- 5.1 Sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies.
- 5.2 Mains water supply is subject to seasonal restrictions and hosepipe bans.
- 5.3 Any form of unattended mains connected irrigation - be it open hose flood irrigation or seep hose irrigation - is forbidden and will lead to notice of termination.
- 5.4 Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, will be put on notice.
- 5.5 Tenants shall not light any bonfire before 6 p.m. between 1 May and 30<sup>th</sup> September inclusive or before 4 p.m. between 1<sup>st</sup> October and 30<sup>th</sup> April inclusive;
- 5.6 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 5.7 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- 5.8 The council reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 5.9 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the council.

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## **6. Waste Materials and Pollutants**

- 6.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot.
- 6.2 Waste from external sources, other than green waste placed in a composting bin, may not be deposited on the allotment or any other part of the site. Abuse will result in a warning notice being issued and that not clearing the waste will lead to a one month notice to quit being issued and prosecution.
- 6.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in a warning notice being issued followed by a one month notice to quit being issued if the materials are not removed.
- 6.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited.
- 6.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a glass house.
- 6.6 All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in accordance with section 5 above.
- 6.7 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.
- 6.8 If tenants witness someone illegally fly tipping rubbish onto allotment land they should immediately contact the police.

## **7. Structures and Fences**

- 7.1 The tenant shall not erect any shed, greenhouse or other structure over 4 feet in height without first obtaining the consent of the Council and any necessary consent from the Local Planning Authority. Any permitted sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 7.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.

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- 7.3 On sites where buildings are permitted, tenants may put up one shed and one greenhouse (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 25% of the allotment. Permission from the site representative or council officer is required for poly tunnels, with tunnel size and layout agreed before the work commences. No tunnel or glasshouse should exceed 2.13 metres in height.
- 7.4 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 7.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 7.6 The maximum size of a shed is 3 metres long x 2metres wide x 2.13m high, (9 feet x 6 feet x 7 feet).
- 7.7 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 7.8 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).

## **8. Paths and Haulage Ways**

- 8.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).
- 8.2 Shared paths between two allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 8.3 All paths should be a minimum of 600 mm (2 feet) in width to allow for easy pedestrian access to neighbouring tenants' plots.
- 8.4 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users.
- 8.5 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from allotment sites.
- 8.6 Overnight parking is not permitted and will result in the termination of the tenancy.

## **9. Dogs, Livestock & Bees**

- 9.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs under control will receive a notice.
- 9.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.

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- 9.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.
- 9.4 Plot holders wishing to keep bees must seek written approval from the Council and act in accordance with the National Allotment Society Bee Keeping Policy. The placing of beehives on an allotment is subject to acceptance by the tenant of direct responsibility for insurance and compliance with any conditions imposed by the council.
- 9.5 The placement of bees on site without the Council's written agreement will be subject to immediate removal at cost to the tenant and agreement will not be issued retrospectively.
- 9.6 No animals or livestock (other than bees) may be kept overnight on allotment land without the Council's specific consent.

## **10. Rent**

- 10.1 The tenant must pay the invoiced rent within 40 days of the due date and may, if qualified, claim any special discounts the council offers only at the time of invoicing.
- 10.2 The rent year runs from the 25 March to 24 March. Tenants taking up any an allotment within the rent year will normally be invoiced for the remaining whole calendar months of the year with a pro rata amount.
- 10.3 A tenant may voluntarily relinquish their allotment at any time by giving two months written notice, or may have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.
- 10.4 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.
- 10.5 The council may increase the rent where any enhanced facilities are provided on a particular site, after consultation with tenants and agreed by 2/3rds of those tenants responding to any survey or questionnaire.
- 10.6 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.

## **11. Observance of Rules**

- 11.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 11.2 Rules will be posted online on the council website [www.ickleshampc.org.uk](http://www.ickleshampc.org.uk), and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.

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11.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

### **12. Site safety, security and duty of care**

12.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

12.2 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy and possible prosecution.

12.3 The allotments and site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.

12.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative regarding any such disputes and the Council's Allotment Committee will deal with disputes in the first instance; appeals to be made to Full Council.

12.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves.

12.6 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.

12.7 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

12.8 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.

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

12.10 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to their site representative and the police.

### **13. Unauthorized persons**

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

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- 13.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave.
- 13.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 13.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.
- 13.5 The tenant shall permit access to the Allotment Garden at all reasonable times by any person duly authorised by the Council or its Committees to make an inspection or to carry out works in compliance with these rules.

## **14. Vehicles, tents and caravans**

- 14.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.
- 14.2 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

## **15. Plot numbering, plot splitting and notices**

- 15.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way or main access path.
- 15.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by a council officer or authorised person.
- 15.3 If the council agree or decide (after consultation with the plot holder) that an allotment plot is suitable for dividing into two half plots then the tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method.
- 15.4 In the case of ten rod or 250 square metre plots being split into two 125 square metre plots then plots must be divided equally. The direction and line of the plot split must be agreed with the site representative.
- 15.5 Site Society or Association, Federation and Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer.

## **16. Change of address and notices**

- 16.1 Tenants must immediately inform the council, in writing, of changes of address or status.



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- 16.2 If a tenant moves to an address outside of the boundary of the Icklesham Parish Council they will have their tenancy terminated in accordance with the Allotment legislation unless the Council has resolved that the tenancy may continue as there are no residents in the Parish on the waiting list.
- 16.3 Notices to be served by the council on the tenant may be:
- a) Sent to the tenant's address in the Tenancy Agreement (or as notified to the Parish Council, under these rules) by post, registered letter, recorded delivery or hand delivered; or
  - b) Served on the tenant personally; or
  - c) Placed on the plot.
- 16.4 Notices served under paragraph 17.3 will be treated as properly served even if not received.
- 16.5 Written information for the council should be sent to: Icklesham Parish Council, c/o PO Box 148, Winchelsea TN31 9FP or by email [ickleshampc@hotmail.co.uk](mailto:ickleshampc@hotmail.co.uk).

## **17. Archaeological Finds**

- 17.1 Any archaeological finds arising from the allotment garden or its surrounds shall be handed to the Clerk of the Council as soon as possible.

## **18. Application**

- 18.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

## **19. Terms and Interpretation**

In these rules, the words used are to have the following meaning:

- 19.1 Allotment: A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
- 19.2 The council: Icklesham Parish Council.
- 19.3 Tenant: A person who holds an agreement for the tenancy of an allotment.
- 19.4 co-worker: A person or persons identified in a co-worker agreement who help a tenant cultivate an allotment plot.
- 19.5 Site: Any area of allotments that are grouped together at one location.
- 19.6 Rent: The annual rent payable for the tenancy of an allotment.
- 19.7 Review notice: Any notice of reviewed rental charges.
- 19.8 Site representative: An allotment tenant appointed to the Allotment Working Group as a representative of the tenants on the site.

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- 19.9 Tenancy agreement: A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group.
- 19.10 Haulage way: A common route within the site for vehicular and/or pedestrian access to allotments.
- 19.11 Headland: The area of land between an allotment plot and any perimeter fence.
- 19.12 Authorised officer: A member of staff of Icklesham Parish Council.
- 19.13 Other authorised person: The tenant, co-worker or invited guest.
- 19.14 Cultivation: Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.
- 19.15 Paths: Dividing paths between allotments.
- 19.16 The non-cultivated leisure area: Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.

## **20. The Council's Responsibilities**

- 20.1 **Administration:** Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.
- 20.2 **Repairs and Maintenance:** Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.
- 20.3 **Rubbish clearance:** To remove rubbish which has been fly-tipped
- 20.4 **Liability:** The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment.

## **21. Complaints Procedure**

- 21.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to the Clerk of the Council. If you are dissatisfied with the response, then follow the Council's complaints procedure, details of which are available from the Clerk or the Council's website.

## **22. Tenancy Termination**

The council may terminate allotment tenancies in any of the following ways:

- a) By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
- b) At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been

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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) By giving one month's written notice to quit if:
- i. The rent is in arrears for 40 days or more (whether formally demanded or not); or
  - ii. The tenant is in breach of any of these rules or of their tenancy agreement; or
  - iii. Automatically on the death of the tenant, the tenancy shall terminate on the next quarterly rent date a full quarter after the tenant's death unless the Council shall agree the transfer of the tenancy to a close relative in which case it shall terminate on the transfer of the tenancy.

## **23. Giving up Your Allotment**

In order to give up your allotment you must contact the council and state in writing that you wish to give up your allotment, giving your plot number and allotment site.

This can either be sent by post to Icklesham Parish Council, c/o PO Box 148 Winchelsea, East Sussex, TN31 9FP or by email [ickleshampc@hotmail.co.uk](mailto:ickleshampc@hotmail.co.uk).

Please ensure that you surrender your plot prior to invoicing to avoid being issued a bill for the following year. The best time to surrender your plot is February or early March.