



**West  
Northamptonshire  
Council**

# Allotments

## Rules & Requirements



Revised: April 2021

## Allotments – Rules & Requirements

### Brief history of allotments

#### What is an allotment?

Allotments have been in existence for hundreds of years, with evidence pointing back to Anglo-Saxon times. But the system we recognise today has its roots in the Nineteenth Century, when land was given over to the labouring poor for the provision of food growing. This measure was desperately needed thanks to the rapid industrialisation of the country and the lack of a welfare state.

In 1908 the Small Holdings and Allotments Act came into force, placing a duty on local authorities to provide sufficient allotments, according to demand. However, it wasn't until the end of the First World War that land was made available to all, primarily as a way of assisting returning service men (Land Settlement Facilities Act 1919) instead of just the labouring poor.

The rights of allotment holders were strengthened through the Allotments Acts of 1922, but the most important change can be found in the Allotments Act of 1925 which established statutory allotments which local authorities could not sell off or covert without Ministerial consent, known as Section 8 Orders. Further legislation has been listed over the intervening years which have affected allotments, the latest of which is the Localism Act 2012.

#### Rents and Tenancy Agreements

As allotments are leased from landlords, allotment holders are required to pay rent. This money is used to cover the water rates and general maintenance bills. This rent can be anything from a peppercorn amount through to £100 a year per plot holder, but most are in the region of £25 -£125 each. Despite there being legal statutes relating to allotments, nowhere do they state how much rent should be charged or collected, instead general terminology is used, citing that the rent to should be a 'reasonable amount' which the 'tenant would expect to pay'.

Allotment holders, and in turn the local allotment societies they form, are obliged to sign a tenancy agreement which outlines what is expected of them by the landlord. These agreements cover the rent due, the kind of activities which can take place on the land, the building of sheds, subletting issues, as well as the general behaviour of the plot holders.

A Tenancy Agreement dating back to 1846 serving the Parish of Husbands Bosworth states "Every occupier is expected to attend divine service on Sundays; and any occupier who digs potatoes or otherwise works on his land on Sunday shall immediately forfeit the same." Things have changed a little in the last 150 years, as Sunday's are now the most popular gardening day of the week.

#### Waiting lists and the Grow Your Own movement

Despite the statutory obligation on local authorities to provide allotments where there is a demand, there are still very few sites being created each year. However the trend in people wanting to grow their own food is on the rise, and currently it is estimated that over 90,000 gardeners want an allotment and are on waiting lists. (This figure does not include the numbers held by Parish or Town Council and so could be much higher.)

Trends show that during times of recession people turn back to the land, wanting to reconnect with something tangible while at the same time experiencing home-grown food, which costs less and is better for us. The Dig for Victory campaign during the 1940s coupled with the grey of the post war years saw a rise in people taking up allotments. At its height there were over 1.5million allotment plots across the UK.

The 1970s with its three day week and trade union unrest saw another desire for self-sustainability, immortalised in the BBC show The Good Life. Today, with our economic uncertainty on a global scale, the desire for more space to grow food locally and experience life's simple pleasures has reignited the call for more allotments. Figures suggest there are approximately 330,000 allotment plots in the UK, but to meet the current demand we need in the region of at least a further 90,000 plots.



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# Allotments – Rules & Requirements

## PART 1: Plot Tenancy

These rules and requirements are made pursuant to the Allotment Acts 1908 to 1950 and apply to all Council owned rented Allotments whether field managed or otherwise.

### 1. Terms and Interpretation:

Within these rules and requirements, the following words are to have the following meaning:

- Allotment:** A plot of land that is let by the Allotment Officer for recreational gardening and the good husbandry of permitted livestock.
- Allotments Office:** The Department responsible for the administration and day to day Management of the allotments on behalf of the Council.
- Allotment Officer:** The nominated member of staff from the Allotments Office responsible for the management of the allotments on behalf of the Council.
- Cultivation:** Keeping the plot in good productive order by:  
The maintenance and improvement of the soil;  
The control and prevention of weeds;  
Planting and maintenance of lawns, ornamental plants, herbs, flowers, fruit, vegetable crops and recreational gardening;  
The good husbandry and health of permitted livestock.
- Field Association:** Equally refers to any Field Association, Society or Gardening Club operating from or on behalf of an Allotment Site.
- Road Way:** A common route within the site for vehicular/pedestrian access to and around allotments.
- Leisure Area:** Small area of grass or patio for pastimes, eating and/or relaxing.
- Other Authorised Person(s):** Tenant and their immediate family or invited guest(s).
- Paths:** Dividing paths between allotments.
- Permitted Livestock:** Hens, turkeys and rabbits are currently the only permitted livestock on Council owned or field-managed allotments.
- Rent:** The annual rent payable to the Allotments Office for an allotment plot.
- Site/Field:** Any area of allotments that are grouped together.
- Tenancy Agreement:** A legally binding written document which records the terms and conditions of letting of a particular allotment to an individual tenant.
- Tenant:** A person who holds an agreement for the tenancy of an allotment.
- The Council:** West Northamptonshire Council.
- You or Your** You, as the tenant.

## Allotments – Rules & Requirements

### 2. Tenancy Agreement:

The Tenancy Agreement of an allotment is personal to you as the tenant named in the agreement.

As the Tenant you may not assign, sub-let or part with possession or control of all or any part of your allotment. The allotment land is owned by the Council and is let to you until either you relinquish your plot or the Council terminates your tenancy.

You have no right to pass on your tenancy to dependants however the Council will treat sympathetically any request from immediate next of kin to continue to manage a plot(s).

No person under 18 years of age is allowed to rent a plot on an allotment. However, children are encouraged to maintain a small area within a plot whilst properly supervised.

### 3. Observance of Rules and Requirements:

Tenants must observe and comply with current rules and requirements plus any amendments that the Council may make at any time in the future (e.g. statutory law changes and local restrictions such as bonfire restrictions).

Any changes to these 'Rules and Requirements' will be displayed on the notice board at each site and may be sent out with rent invoices, new tenancy agreements and / or newsletters with reasonable notice.

### 4. Plot Numbers:

It is your responsibility to ensure that your plot number is visibly displayed (i.e. can be seen from the road way) e.g. on the outside of a shed, greenhouse, or on a post at all times.

### 5. Site Keys:

One site key will be issued to you when you begin your tenancy. It is your responsibility to keep the key safe.

If you require a replacement key for any reason your hire charge is lost and you will have to pay the current charge before a new one is issued.

Key costs can be increased at any time to cover the Allotments Office costs; this will be done with a minimum of six months' notice, via the allotment notice boards.

The Allotments Officer will also notify field secretaries (where applicable) by letter of any increase.

#### **Note:**

*Some field associations control their own keys and you should adhere to that site's Allotment key policy. You will receive information about this after you have signed the Tenancy Agreement.*

### 6. Rent:

As the tenant you must pay the invoiced rent in advance without deduction and within 30 days of the due date. If you qualify for any special discounts, these must be requested prior to the invoices being raised for that year. Proof of entitlement to discount will be required unless previously approved.

Rent is due on April 1 in each calendar year.

A discount of 50% is offered upon provision of proof to anyone over the age of 60 and to disabled tenants.

Applications for discounts received by the Allotments Office after 1 April will not be considered until the following year.



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### The Rent Year:

The rent year will run from 1 April to 31 March.

Tenants taking up an allotment within the year will be invoiced for the remainder of the year on a pro-rata basis.

At the discretion of the Allotments Officer the new tenant may be offered tenancy of a plot at no charge for the remainder of the rent year in lieu of the work required to bring the Plot into cultivation when:

- A former tenant has been evicted for non-cultivation and has paid rent for the full year.
- A plot has not been cultivated for more than 12 months.

The rent is non-refundable for any reason.

### 7. Rent Changes:

Your rent may increase on 1 April each year. This will be set by the cost of living (inflation) figure as at the 1 January of the same year. You will receive at least 6 months' notice of any variation (either increase or decrease) to this amount.

### 8. Change of Address and Notices:

You must inform the Allotments Office immediately of any change of address or status. Personal information held by the Allotments Office relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998.

Notices to be served by the Allotments Officer on the tenant will be sent to the tenant's address as contained within the tenancy agreement. Whenever possible it is preferred that you contact the Allotments Officer by one of the following methods:

- a) By post (when necessary by registered letter or recorded delivery) to:
  - b) The Allotments Office  
Camphill Depot  
Dayrell Road  
Northampton  
NN 9RR
- c) By email to: [Northampton.Allotments@idverde.co.uk](mailto:Northampton.Allotments@idverde.co.uk)
- d) By telephone: 01604 436622

### 9. Relinquishing of Plot:

You may relinquish your plot(s) at any time by giving written notice to the Allotments Office and leaving the plot(s) in an acceptable condition (i.e. a condition that you would be happy to take on the plot in).

Your tenancy agreement may also be terminated by the Allotments Officer for breach of these 'Rules and Requirements'.



# Allotments – Rules & Requirements

## PART 2: Site Rules

### 10. Duty of Care:

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

Particular care should be taken when using strimmers, rotavators and other mechanically powered equipment. Be respectful of the time of day for local residents when using such machinery.

When using any mechanically powered equipment on your plot, you should advise adjacent plot holders of your intention.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials.

**Asbestos is prohibited on all sites. If you discover it, please inform the Allotments Officer of its location immediately.**

**Note:**

*Low-level asbestos roofing sheets are permissible, if already in situ, however no new asbestos in any form is to be brought onto allotments sites.*

The use of barbed or razor wire is not allowed on any allotment site. If anti-vandal paint is used it must be clearly signed.

### 11. Speed Limits:

There is a speed limit of 10 kph (5 mph) on all allotments; this is for safety, and to maintain the integrity of the road ways, and must be adhered to.

### 12. Site Security:

All tenants and authorised persons must, upon arrival or departure, lock gates to prevent access by unauthorised persons or animals.

This instruction applies even if the gate is found to be unattended and unlocked for whatever reason, upon such arrival or departure.

Criminal acts of vandalism and damage against tenant's property must be reported to the police, by all affected plot holders. You should pass your crime number on to the Allotments Officer or the field secretary who should log these for future reference / action (if applicable).

The Allotments Officer operates a zero-tolerance policy in respect of theft from, or criminal damage to allotments. Any person proved to be involved in such activities will be subject to the full rigours of the law, and if a tenant, their tenancy will be revoked forthwith, and the right to rent an allotment withdrawn henceforth.

### 13. Authorised Persons:

Only the tenant and their immediate family or accompanied guest(s) is / are allowed on the allotment site, except during site open days.

The Allotment Officer or other authorised person(s) (including where applicable association committee members) may order any unauthorised person to leave the allotment site immediately.

No person under 18 years of age is allowed on any allotment site unless accompanied by an adult.

Non-tenants may be allowed on site when the tenant is away to water plants, etc. if permission has been granted and the site committee has been informed.





## Allotments – Rules & Requirements

### PART 3: Your plot, its cultivation and permitted use

#### 15. Personal Use:

The allotment, and any structures on it, is let to you for your own personal use. You must not carry out any business or profit-making schemes or sell produce from your allotment (unless sold by, and for the benefit of, a charity, or the field association of that site).

It is not acceptable for any tenant to take any percentage of any sales, or to receive payment in kind, for their own personal gain. All monies, however accrued, must be passed on to either the charity or the field association and identified as such in an account's ledger (if passed on to a charity, proper receipts should be shown from that charitable organisation).

The allotments are only open from dawn until dusk and tenants must not use their allotments as places of residence and must not sleep there overnight. Neither must they use the allotment as storage for cars, trailers, caravans or boats. Permission may be sought in writing to store on a temporary basis other driveable vehicle such as tractors, sit on mowers, or rotavators.

Tenants must not be seen to interfere with crops, trees or property etc on other allotment plots. Any disputes must be directed to the Allotments Officer whose decision shall be final.

All tools, equipment, structures and personal belongings are kept on allotments at your own risk.

#### 16. Permitted use:

The allotment is rented to you, the tenant, for the purpose of recreational gardening, including the keeping of permitted livestock.

Allotments must be kept clear and maintained in a good state of cultivation and fertility throughout the year. This includes the keeping of permitted livestock. A minimum of 75% of the plot must be cultivated with a maximum of 25% of a 10-pole plot used for the keeping of livestock.

Livestock housing/runs erected before 31 December 2013, are not affected by these rule changes, however should the registered Plot Holder leave the livestock housing/run must be removed and these rules changes will apply.

The whole plot, including any paths or leisure areas, must be kept tidy, safe and free from weeds.

The use of carpets as a weed suppressant is not allowed, due to the chemical content and the non-biodegradable nature of such items. Other weed suppressants such as black plastic should only be used as an aide to clearing a plot and should be removed at the earliest opportunity.

#### 17. Weed Control, Non-Cultivation Letter & Eviction Notice:

It is your responsibility to keep your plot free from weeds, thereby not causing a nuisance to adjoining tenants. This includes not allowing weeds to set seed.

Where upon inspection, or as a result of a complaint, a plot is considered to be uncultivated according to these rules and requirements (e.g. is overgrown with weeds) the tenant will be sent a non-cultivation letter. Appeals are only accepted in writing and must be submitted within the first 14 days of the date on the non-cultivation letter. At the end of the 28-day non-cultivation period, a further inspection will be carried out and any failure to rectify the situation will result in an immediate issue of an eviction notice. Once the eviction notice has been issued, there is no appeal at this stage.

All personal property and equipment must be removed within 28 days of being served with the eviction notice. After this eviction period the allotment plot will be re-let.

#### 18. Water Supply and Water Tanks:

The use of hosepipes connected in any way to any part of the allotment mains water supply is strictly prohibited and may result in the termination of your tenancy. This includes siphoning or mechanical pumping of water from the mains water tanks.

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Please respect the water tanks, as they are a shared resource. Help keep them clean by following these simple rules:

- Nothing should be placed in a water tank except a watering can or bucket.
- All water tanks should be covered, and you must replace the cover when you have finished watering.
- Produce or tools etc. are not to be washed in any of the water tanks (use a bucket or secondary container).
- If you discover a leaking water tank or one that is not working, then please report it to one of your Allotment Committee Members immediately.

### Water tanks and Chemicals

Keep chemicals of any description well away from the water tanks and other water supplies.

Use a secondary container such as a bucket or watering can to fill a sprayer or watering can containing chemicals.

Use the same method to rinse the container after use and dispose of the rinsing's on an unused area of your own plot.

Under no circumstances should chemical containers be washed out in water tanks.

Polluting mains water tanks with chemicals may result in the termination of your tenancy.

## 19. Structures (Sheds, Greenhouses, Poly Tunnels, Fruit Cages, Ponds and Fences):

Tenants may put up one shed (provided they do not exceed the permitted size limitations) and one greenhouse on their plot. Before erecting any structure, details including size and location must be provided to the Allotments Officer.

Maximum size of both sheds and greenhouses is 2.45m long x 2.45m wide x 2.13m high (8'x8'x7').

If you intend to keep livestock on your plot, you must seek the Allotments Office written consent before you purchase the livestock or equipment. Only after receiving consent are you permitted to erect such buildings or structures on the land, as is reasonably necessary for that purpose. Any structure must be maintained in good repair and fit-for-purpose (1.25 sq. mtr per chicken).

Written permission from the Allotments Officer is required for the size and siting of a poly-tunnel (Maximum size of a poly tunnel is 10'x8'x7'). Poly tunnels erected before 31 December 2013, are not affected, however should the Plot Holder leave, the poly tunnel is to be removed and these rules will apply.

All structures on allotments must be temporary and maintained in a safe order. If the Allotments Officer is not satisfied with the safe state of a structure the tenant must either repair it to the Allotment Officers satisfaction or remove it within one month of instruction to do so.

If the structure is not removed, the tenancy will be terminated, and the cost of removal forwarded to the tenant.

All applicable structures must have guttering / down pipes and a suitable container(s) (i.e. covered water butts) for water conservation.

Any structures erected on the allotment must not be made from any hazardous materials and must be adequately secured to the ground to prevent uplift.

All structures must be kept within the boundary of the allotment plot, not impinging on to any path or roadway.

No permanent fences are to be erected on any allotment site or plot (i.e. fences cannot be constructed that have posts concreted into the ground - however, pegs or ground anchors are permitted -and should be constructed in such a way as to be moveable in sections, requiring no more than two people to lift). All plots will preserve an open aspect (i.e. no solid fencing around plot boundaries). Exceptions can be made with written permission from the Allotments Officer in particular circumstances.

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### 20. Storage of Materials within the Plot:

You are only permitted to store materials for use on the plot for a maximum of 6 months. Any materials (e.g., paving and timber for infrastructure work) must be used within six months of appearing on the site / plot. No other materials or waste must be brought onsite or stored onsite. You will be required to remove this immediately.

Tenants will be requested to remove, within 21 days, any surplus or unused materials that they have had in situ for more than the initial 6-month period.

After this period (21 days) surplus materials will be removed by the Allotments Officer and the tenant will be charged with the full cost of such removal.

Concrete for any reason is not permitted on or around allotment plots. If used, slabs can only be laid directly onto soil or a light bed of sand.

### 21. Paths:

Paths within allotment sites must be kept mown and weed free.

It is your responsibility as tenant to cut grass paths and verges to the right-hand side of your plot, as you look from the road way, and at either end of the plot.

Paths must be kept clear of obstructions at all times.

Under no circumstances may boundary pegs be removed by tenants (you should be aware that plot sizes will be checked periodically).

All paths between plots should be maintained to a minimum of 0.75m wide (29"), for easy pedestrian access to tenants' plots.

If a full plot is divided into two half plots, the Allotments Officer or Field Committee is responsible for marking the boundary between the two halves with a path of 0.75m (29") (as a minimum) and a minimum of two identifying posts.

You should not remove any part of any path. If any path has been altered / removed, you will be required to reinstate it.

You must not encroach (trespass) onto neighbouring plots via any paths unless permission has been granted by the plot holder.

If you have any queries about your paths or plot boundaries, please contact the Allotments Officer who will be happy to advise you.

#### Terraces:

Some sites have terraced plots. Where a plot is terraced the tenant is responsible for cutting the path on the same level (normally at the terrace edge). Any vegetation growing out of the vertical section of terrace from the upper terrace is the responsibility of the lower terrace tenant to maintain. Under no circumstances must vegetation on terrace edges be sprayed with weed killer (or otherwise be destroyed) as the roots of the vegetation help hold the bank in place.

You must ensure that all roadways have free access for other users at all times (i.e. no parking on the roadway). You are permitted to make a hard-standing area for cars at the end of your plot (not concrete), however you must reinstate the ground when you vacate your plot or on termination of the tenancy.

### 22. Rubbish and Recycling:

The Allotments Office operates a cage system for the disposal of rubbish, with each site receiving cages on a rotational basis.

It is imperative that the weight limit of 1½ tonnes per cage is not exceeded, and that no green waste is deposited therein. It is preferable that you compost non-diseased vegetable matter on your plot.

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Please ensure that you do not bring any materials onto the allotment purely for disposal of such items into these cages.

Any diseased plants and perennial weeds can be disposed of at the Household Waste Recycling Centres.

### 23. Bonfires:

Bonfires are banned between the dates of 31 March and 30 September each year. You must compost as much material as you possibly can, except for particularly pernicious weeds or plants that are infected with fungal disease such as Club Root or White Rot. Any material that cannot be composted should be burnt outside of the restricted dates or taken to your local recycling centre.

During the permitted times, you must take into account the weather conditions before lighting to avoid causing a nuisance to neighbours of the site. Fires must be kept small, contained and must not be left burning unattended. Only material from your plot is to be burnt, do not bring any material from outside for disposal on the allotment. The material to be burnt must be dry before lighting, to ensure the fire burns quickly with as little smoke as possible.

Any violation of these restrictions will result in the termination of your tenancy.

### 24. Trees:

All fruit trees must be grafted to a rootstock from the permitted list below. This list restricts the growth of fruit trees to 2.7 metres after 10 years. The maximum permitted height for any tree on an allotment plot is 3 meters. It is your responsibility as tenant to keep any tree(s) on your plot to this height.

Permitted fruit tree rootstock

<i>Fruit tree</i>	<i>Root stock</i>
<i>Malus (Apple)</i>	<i>M9, M26, M27</i>
<i>Pyrus (Pear)</i>	<i>Quince C, EMH</i>
<i>Prunus (Cherry)</i>	<i>Gisela 5</i>
<i>Prunus (Plum) including Damson, Bullace and cherry plum</i>	<i>Pixy</i>
<i>Prunus (Peach) including apricot and Nectarine</i>	<i>Pixy</i>

This list is not exhaustive as some tree nurseries have their own unique rootstock. It is therefore your responsibility to keep proof of the rootstock used. Any tree that cannot be shown to comply with this requirement must either be removed or maintained to the sizes described above.

Written permission must be obtained from the Allotments Officer before you plant any other type of tree or fruit tree including fig, walnut, cob or ornamental tree.

Some allotments have dedicated orchards where the fruit trees are allowed to grow to their full potential, with no restrictions on their height.

### 25. Ponds and Bog Gardens:

Ponds and bog gardens attract beneficial wildlife and are therefore permitted on plots with prior written agreement from the Allotments Office.

The maximum permitted size of a pond is 1.5m at its widest point with a maximum depth of 50cm. Ponds must be covered with wire mesh to reduce the risk of accidents and warning signs must be prominently displayed.

Bog gardens should be no more than 2m at their widest point and must not show standing water.

You may be required to remove any pond or bog garden when vacating your plot and reinstate the ground to its original height. Please consult with the Allotments Officer, as to whether this is required, as it may be considered detrimental to local wildlife to do so.

### 26. Permitted Livestock and Pets:



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Permitted livestock on allotment sites is restricted to hens, turkeys and rabbits, cockerels are NOT allowed. Such livestock is considered a crop and areas used for livestock will be considered as cultivated land (unless for example areas are left to go to seed).

Written permission must be received before any structure or permitted livestock are brought onto a site and any fencing or structure must be approved (see section 19).

The Allotments Officer reserves the right to withdraw permission to keep permitted livestock if relevant welfare guidelines (local and national) are not followed or the rest of the plot is not considered to be cultivated.

No more than 2.5 poles of land can be used to keep livestock on a 10-pole plot and no more than 1.25 poles on a 5 pole plot. You must make sure that you have written permission from the Allotments Officer before erecting any coops, etc.

Livestock housing/runs erected before 31 December 2013, are not affected by these rule changes, however should the registered Plot Holder leave the livestock housing/run must be removed and these rules changes will apply.

The keeping of permitted livestock is subject to separate guidelines, which are available on request.

### **Note:**

*Dogs must be kept on a lead and under control at all times whilst on allotment sites. Dog mess must be collected and disposed of responsibly by the owner.*

## **27. Inspection:**

Any allotment and any structure may be inspected by the Allotment Officer and anyone invited to inspect by the Allotment Officer at any time.

Under normal circumstances the Allotment Officer, or any other officer of the Council, will carry out inspections, jointly with the field secretary or other field representative.

The Allotments Office will keep a record of all site visits; plot inspections and correspondence with tenants and site representatives for a period of 2 years.



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### PART 4: At the end of your tenancy

#### 28. Outgoing Tenants:

Outgoing tenants must remove any items or structures from their plot(s) before the end of their tenancy, or offer any suitable structures to the site association (where applicable) for onward recycling unless prior agreement has been reached with the new tenant or Council (for example, the new tenant has agreed to take over the management of a shed, greenhouse, compost area, raised beds or other structure/features/crops).

**Note:**

*The allotment site keys must be returned to the Allotment Office or Field Committee within 14 days of the termination date of the tenancy.*

There is no reimbursement of the hire fee; however some individual Field Committees have their own agreements in place.

The Allotment Office will dispose of any materials not removed by the tenant. The full cost of collection and disposal may be charged to the outgoing tenant.

#### 29. Termination / Relinquishing of the Tenancy:

The Allotment Office may terminate an allotment tenancy agreement in any of the following ways:

- a) By giving 12 months or longer written notice expiring on or before 6 April or on or after 29 September in any year
- b) By giving three months written notice expiring at any time in the event of the allotment being required for building, mining or any industrial purpose or for roads and sewers necessary in connection with any of those purposes or if the allotment was originally acquired by the Council for a specific purpose (e.g., housing) and it is now required for that purpose or has been appropriated under any statutory provision.
- c) By giving one months' written notice expiring at any time if:
  - (i) The rent is in arrears for 30 days or more or
  - (ii) The tenant is in breach of any of these rules and requirements or of their tenancy agreement
- d) At any time if:
  - (i) The tenant becomes bankrupt or enters into a composition with his/her creditors
  - (ii) The tenant dies (albeit the Allotment Office would normally have no objection to the immediate next of kin taking on the tenancy).



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### PART 5: Miscellaneous provisions

#### 30. Council's Responsibilities:

The Council remains the landowner at all times. The Allotments Officer is responsible for the administration of the allotment sites, unless an agreement is in place at particular sites that these functions will be carried out by the Field Committees:

Waiting lists and the letting of plots

Rent collection

Termination of tenancy agreements

Enforcement of rules and requirements

Repairs to site perimeter fences, gates, water and road infrastructure

Vacant plot management

Boundary hedge and tree management

General repair / maintenance

The removal of rubbish which has been fly-tipped

**Note:**

*Tenants should not bring any items or rubbish on to the allotment site from outside. Anyone caught doing so is liable to having his or her tenancy terminated.*

#### 31. Liability:

Tenants will indemnify the Council against all costs, claims and liabilities, which may arise in connection with his or her tenancy.

The Council accepts no liability for damage or injury caused by or to tenants whilst on an allotment.

Tenants are advised not to store any items of value on the allotment and to insure and mark any items they do decide to keep at the allotment.

All theft must be reported to the Police in the first instance. Your Allotments Committee and the Allotments Officer will also need to be informed.



## Allotments – Rules & Requirements

### 32. Complaints Procedure:

The Allotments Office will provide a high quality of allotment service. If, however you are unhappy with the level of service in the first instance you should contact:

The Allotments Office  
Camphill Depot  
Dayrell Road  
Northampton  
NN4 9RR  
Email: [Northampton.Allotments@idverde.co.uk](mailto:Northampton.Allotments@idverde.co.uk)

### 33. Council Contact Details:

If you are dissatisfied with the response you receive, then please complete the Council's Customer Feedback form to start the complaints process, which is available from the Council's website, or you can call or email the Customer Services team on:

Telephone:  
**0300 126 7000**

Website:  
<https://www.northampton.gov.uk/contact-us>

Email:  
[CustomerFeedback.NBC@westnorthants.gov.uk](mailto:CustomerFeedback.NBC@westnorthants.gov.uk)

