



**West
Northamptonshire
Council**

Allotments

Rules & Requirements



Revised: June 2026

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 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 Sundays 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.
Roadway:	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:	The site owner as listed.
Site Owner:	West Northamptonshire Council owns Bants Lane, Berrywood Road, St Crispin's Allotments. Far Cotton and Delapre Community Council owns Pleydell Gardens and Mereway Allotments. Kingsthorpe Parish Council owns St Davids and Welford Road Allotments. Northampton Town Council owns Billing Road East, Broadmead Avenue, Glebelands Road, Harlsetone Road, Kingsthorpe Park, Parklands, Rothersthorpe Road, Southfields, Studland Road, and Weston Favel Allotments
You or Your:	You, as the tenant.

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2. Tenancy Agreement.

The tenancy of an allotment is personal to the named tenant and is not transferable.

The Tenant must not assign, sub-let, or part with possession or control of all or any part of the allotment. The allotment land remains the property of the Council and is let to the Tenant until such time as the tenancy is relinquished or terminated by the Allotments Office.

There is no automatic right to pass on a tenancy. However, the Allotments Office may, at its discretion, give sympathetic consideration to requests from an immediate next of kin to continue the cultivation of a plot.

No person under the age of 18 may hold an allotment tenancy. Children are encouraged to participate in allotment activities, provided they are properly supervised at all times.

3. Observance of Rules and Requirement.

Tenants must comply with these Rules and Requirements, together with any amendments that may be introduced by the Council from time to time, including changes required by legislation or local restrictions (for example, seasonal bonfire controls).

Updates to these Rules and Requirements will be communicated through appropriate channels, including site noticeboards, Council communications and tenancy documentation.

Any dispute that cannot be resolved at site level must be referred to the Allotments Officer. The decision of the Allotments Officer shall be final.

4. Plot Numbers.

The Tenant is responsible for ensuring that the plot number is clearly and permanently displayed at all times.

The plot number must be visible from the roadway and should be displayed on the exterior of a structure such as a shed or greenhouse, or on a suitable post within the plot.

5. Site Access and Keys.

The Allotment Office will provide access to allotment sites via combination locks; tenants will be provided the combinations once a tenancy has been agreed and any combination changes will be communicated via appropriate channels.

[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.

The Tenant must pay the invoiced rent in advance, without deduction, within 30 days of the due date.

The annual rent is payable on 1 April each year.

Tenants who are eligible for any concession or discount must apply prior to the issue of annual invoices. Proof of eligibility will be required unless previously approved.

A concession of 50% of the annual rent may be granted, upon receipt of satisfactory evidence, to:

- Tenants aged 60 and over; and
- Tenants with a qualifying disability.

Applications for concessions received after 1 April will not be applied until the following rental year.

7. The Rent Year.

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

Tenants commencing a tenancy partway through the rent year will be invoiced on a pro-rata basis for the remainder of that year.

At the discretion of the Allotments Officer, a new Tenant may be granted use of a plot without charge for the remainder of the rent year where significant work is required to bring the plot into an acceptable state of cultivation. This may apply in circumstances where:

- The previous tenant has been evicted for non-cultivation and has paid for the full rent year; or
- The plot has remained uncultivated for a period exceeding 12 months.

Rent is strictly non-refundable under any circumstances.

8. Change of Address and Notices.

The Tenant must inform the Allotments Office immediately of any change of address or personal circumstances relevant to the tenancy.

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All personal information held in relation to allotment tenancies will be processed and stored in accordance with the **Data Protection Act 2018** and the **General Data Protection Regulation (GDPR)**.

Any notice to be served by the Allotments Officer will be sent to the Tenant's address as recorded in the tenancy agreement.

Tenants are encouraged to contact the Allotments Office using one of the following methods:

By post:

Allotments Office
Camphill Depot
Dayrell Road
Northampton
NN4 9RR

By email:

Northampton.Allotments@idverde.co.uk

By telephone:

01604 436622

Where appropriate, formal notices may be served by post, including recorded delivery.

9. Relinquishing of Plot.

The Tenant may relinquish their plot at any time by giving written notice to the Allotments Office. The plot must be left in a clean, tidy, and acceptable condition, equivalent to the standard that a new tenant would reasonably expect upon taking over the plot.

The Council may terminate the tenancy in the event of a breach of these Rules and Requirements. Termination will be carried out in accordance with the terms of the tenancy agreement and relevant legislation.



PART 2: Site Rules

10. Duty of Care.

Tenants have a duty of care to all individuals on or around the allotment site, including other tenants, visitors, trespassers, and themselves.

Particular care must be taken when using strimmers, rotavators, and other mechanically powered equipment. Such equipment must be operated safely and with due consideration for neighbouring plot holders and nearby residents, particularly in relation to noise and times of use.

Where practicable, Tenants should inform adjacent plot holders prior to operating mechanically powered equipment.

Tenants must ensure that no hazards are created through the construction of features on the allotment or through the storage or use of chemicals, fuels, or other hazardous materials.

The introduction of asbestos onto allotment sites is strictly prohibited. Any suspected asbestos identified on site must be reported immediately to the Allotments Officer.

The use of barbed wire or razor wire is not permitted on any allotment site. Where anti-vandal paint is used, it must be clearly and appropriately signposted.

Note:

Existing low-level asbestos materials (such as roofing sheets) may remain in situ where already present; however, no new asbestos materials may be brought onto the site under any circumstances.

11. Speed Limits.

A maximum speed limit of **5 mph** applies at all times on allotment sites. This limit is in place to ensure safety and to protect the condition of onsite roadways, and must be strictly observed by all users.

12. Site Security:

All Tenants and authorised persons must ensure that site gates are securely locked upon both arrival and departure, to prevent unauthorised access by individuals or animals.

This requirement applies at all times, including where a gate is found to be unattended or unlocked on arrival.

Any incidents of theft, vandalism, or criminal damage affecting allotment property must be reported to the police by the affected Tenant(s). The relevant crime reference number must also be provided to the Allotments Officer or site representative for recording and any further action.

The Council operates a zero-tolerance policy in respect of theft and criminal damage on allotment sites. Any individual found to be involved in such activities will be dealt with in accordance with the law. Where the individual is a Tenant, their tenancy will be terminated immediately and they may be prohibited from holding a tenancy in the future.

12b. Behaviour.

Allotment sites operate a zero-tolerance policy in respect of all forms of hate crime, discrimination, harassment, victimisation, threatening behaviour, and assault. This includes behaviour communicated in person or through written material, social media, or group communications.

Any such conduct will result in formal action, which may include immediate termination of the tenancy and referral to the Police where appropriate.

Enforcement Procedure

Where breaches of these Rules and Requirements occur, the Allotments Office may take enforcement action in accordance with the following staged procedure:

Stage 1 – Initial Warning (Informal / First Warning)

A written warning will be issued outlining the nature of the breach, the relevant rule, and the required corrective action. A reasonable period (typically 14–28 days) will be provided for compliance.

Stage 2 – Second Warning (Formal Warning)

Where non-compliance continues, or a further breach occurs, a second written warning will be issued. This will make clear that continued breaches may result in termination of the tenancy.

Stage 3 – Final Warning / Termination

If breaches persist, or in cases of serious misconduct, the Allotments Office may proceed to terminate the tenancy in accordance with the tenancy agreement and relevant legislation.

The Allotments Office reserves the right to bypass staged warnings and proceed directly to termination in cases of serious misconduct.

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Examples of Breaches

The following are examples of conduct that may lead to enforcement action:

- **Antisocial behaviour:** Verbal abuse, harassment, bullying, or intimidation towards tenants, staff, or neighbouring residents
- **Neglect of plot:** Failure to maintain cultivation or allowing excessive weed growth
- **Breach of site rules:** Damage to infrastructure, misuse of vehicles, unsafe bonfires, or failure to control pets
- **Illegal activity:** Theft, vandalism, or other criminal conduct

13. Authorised Persons.

Access to allotment sites is restricted to the Tenant, their immediate family, and invited guests, who must be accompanied by the Tenant, except during authorised site open days.

The Allotments Officer, or any other authorised person (including, where applicable, site committee members), has the authority to require any unauthorised individual to leave the site immediately.

No person under the age of 18 is permitted on an allotment site unless accompanied and supervised by a responsible adult.

In exceptional circumstances, non-tenants may be permitted access to a plot in the absence of the Tenant (for example, to water plants), provided that prior permission has been obtained and the Allotments Office or relevant site representative has been informed.

Any individual who has previously been evicted from an allotment site is prohibited from re-entering the site in any capacity, including as a visitor, guest, or family member.

An exception may be made where the eviction was due to non-cultivation and, subject to the agreement of the Allotments Office, the individual retains tenancy of other plots and is permitted to downsize accordingly.

14. Notices and Advertisements.

Only information issued by the Council, the Allotments Officer, recognised Field Associations, or relevant local or national representative bodies may be displayed on Council-provided noticeboards.

No other notices, advertisements, or materials may be displayed without prior written consent from the Allotments Officer.

Note

Some allotment sites may provide separate noticeboards for use by plot holders. Tenants should consult their Field Association, Society, or Club for guidance on what may be displayed on these boards.

PART 3: Your plot, its cultivation and permitted use

15. Personal Use.

Allotments, and any structures upon them, are let to the Tenant for personal use only.

The Tenant must not carry out any business or profit-making activity, nor sell produce from the allotment, except where such sales are organised for the benefit of a recognised charity or the site's field association.

Tenants must not receive any personal financial benefit, including cash payments or payment in kind, from any such activities. All proceeds must be paid in full to the relevant charity or field association and must be properly recorded. Where funds are donated to a charity, appropriate receipts or evidence must be retained.

Allotment sites are open from dawn until dusk only. The use of allotments for residential purposes is strictly prohibited. Tenants must not sleep overnight on site or use their plot for the storage of vehicles, trailers, caravans, or boats.

Written permission may be sought from the Allotments Office for the temporary storage of essential mechanical equipment required for the maintenance of the plot (such as mowers or rotavators).

Tenants must not interfere with, or cause damage to, crops, trees, structures, or property on other plots. Any disputes must be referred to the Allotments Officer, whose decision shall be final.

All tools, equipment, structures, and personal belongings are left on the allotment at the Tenant's own risk. Tenants are advised not to keep valuables on site.

16. Permitted use.

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The allotment is let to the Tenant for the purpose of recreational gardening, including the keeping of permitted livestock where authorised.

All plots must be maintained in a good state of cultivation, productivity, and fertility throughout the year. A minimum of 75% of the plot must be cultivated, with no more than 25% of a standard 10-pole plot used for the keeping of livestock.

Livestock housing and associated structures erected prior to 31 December 2013 are not subject to these requirements. However, where a tenancy changes, any such structures must be removed and current rules will apply to the incoming Tenant.

The entire plot, including any paths, structures, or leisure areas, must be kept tidy, safe, and free from weeds at all times.

The use of carpets or similar materials as a weed suppressant is strictly prohibited due to their non-biodegradable nature and potential environmental harm. Other weed suppressant materials, such as plastic sheeting, may only be used as a temporary measure to assist in clearing a plot and must be removed as soon as reasonably practicable.

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

The Tenant is responsible for maintaining their plot in a cultivated and weed-free condition at all times, ensuring that weeds do not spread to neighbouring plots. This includes preventing weeds from seeding.

Where, upon inspection or as a result of a complaint, a plot is deemed to be insufficiently cultivated (for example, excessively overgrown), the Tenant will be issued with a Non-Cultivation Notice.

The following procedure will apply:

- The Tenant will be notified in writing of the required remedial actions.
- The Tenant will have 28 days from the date of the notice to bring the plot up to the required standard.
- Appeals against the notice must be submitted in writing or by email within 14 days of the date of the notice.

A re-inspection will be carried out at the end of the 28-day period. If the required improvements have not been made, an Eviction Notice will be issued and the tenancy terminated. No appeal will be accepted once an Eviction Notice has been served.

Where a Tenant receives three Non-Cultivation Notices during the course of their tenancy (and these have not been successfully appealed), the Allotments Office will terminate the tenancy without further warning.

Following termination, all personal property and equipment must be removed from the plot within 28 days. Any items remaining after this period will be removed and disposed of by the Allotments Office, and the plot will be made available for re-letting.

18. Water Supply and Water Tanks.

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

Water tanks are a shared resource and must be used responsibly and kept in a clean and serviceable condition at all times. The following rules apply:

- Only watering cans or buckets may be placed into water tanks.
- All water tank covers, where provided, must be replaced securely after use.
- Produce, tools, or any other items must not be washed in water tanks. A separate container should be used for this purpose.
- Any damaged, leaking, or defective water tank must be reported promptly to the Allotments Office or relevant site representative.

Water Tanks and Chemicals

Chemicals of any kind must be kept well away from water tanks and water supplies.

When preparing or using chemicals:

- A secondary container (such as a bucket or watering can) must be used to fill sprayers or other equipment.
- Containers used for chemicals must be rinsed using a secondary container, and any residue must be disposed of safely on an unused area of the Tenant's plot.
- Under no circumstances may chemical containers be washed or rinsed in water tanks.

Any contamination of the water supply with chemicals will be treated as a serious breach of these Rules and Requirements and may result in immediate termination of the tenancy.

19. Structures (Sheds, Greenhouses, Polytunnels, Fruit Cages, Ponds and Fences)

No structure of any kind may be erected on an allotment plot without prior written approval from the Allotments Officer or authorised site representative. Details of the proposed structure, including size and location, must be submitted for approval before any materials are purchased or works commenced.

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Permitted Structures

Tenants may erect:

- One shed; and
- One greenhouse

Subject to the following maximum dimensions:

2.45m (L) x 2.45m (W) x 2.13m (H) (8' x 8' x 7' or equivalent footprint).

Written permission is required for the installation of polytunnels. The maximum permitted size is:

4m (L) x 3m (W) x 2.13m (H) (13' x 10' x 7' or equivalent footprint).

Polytunnels installed prior to 31 July 2023 are exempt from these limits; however, upon a change of tenancy, they must be removed and current rules will apply.

Livestock Structures

Where tenants wish to keep permitted livestock, written approval must be obtained prior to purchase. Any associated housing or structures must be proportionate, fit for purpose, and comply with welfare standards.

General Requirements

All structures must:

- Be temporary in nature and maintained in a safe and serviceable condition
- Be constructed from suitable, non-hazardous materials
- Be securely anchored to prevent movement or uplift
- Remain wholly within the boundaries of the plot and must not encroach onto paths or roadways
- Be fitted, where applicable, with guttering and suitable water collection (e.g. covered water butts)

If a structure is deemed unsafe or unsuitable, the Tenant will be required to repair or remove it within one month of written notice. Failure to comply may result in termination of the tenancy and recovery of removal costs.

Fencing and Boundary Features

Permanent fencing (including posts set in concrete) is not permitted. Temporary fencing may be installed using stakes or anchors, provided it is movable and does not create a closed or enclosed appearance.

All plots must retain an open aspect. Exceptions may be granted in writing by the Allotments Officer in specific circumstances (for example, pest control).

Netting

Netting must be used responsibly and only for the minimum period necessary.

Fine or narrow-gauge netting must not be left in place during flowering periods where it may prevent access for pollinating insects.

Non-Permitted Items

The following are not permitted on allotment sites:

- Structures made from hazardous materials
- Trampolines and play equipment, except in exceptional circumstances and with written approval from the Allotments Officer

Any approved equipment must be safely installed and used at the Tenant's own risk.

20. Storage of Materials within the Plot.

Materials may only be stored on an allotment plot where they are required for use on that plot. Any such materials (for example, paving or timber for infrastructure works) must be used within six months of being brought onto the site.

No materials, waste, or other items may be brought onto the allotment site for the purpose of storage or disposal. Any unauthorised materials must be removed immediately upon instruction.

Where materials remain unused beyond the initial six-month period, the Tenant will be required to remove them within 21 days of written notice.

If the Tenant fails to comply within this period, the Allotment Office may arrange for the removal and disposal of such materials. The full cost of removal will be recovered from the Tenant.

Restrictions

The following restrictions apply:

- The use of concrete on allotment plots is not permitted. Paving slabs may only be laid directly onto soil or onto a light bed of sand.
- Flammable liquids must not be stored on the plot in quantities exceeding 5 litres (approximately one gallon).
- The storage of tyres of any type is strictly prohibited.

21. Paths.

All paths within allotment sites must be kept mown, clear, and free from weeds at all times.

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The Tenant is responsible for maintaining the adjoining paths and verges to their plot. This will normally include the path on the right-hand side of the plot (when viewed from the roadway) and the paths at either end of the plot. Paths must be kept free from obstructions to ensure safe and unhindered access for all users.

Boundary markers and pegs must not be removed or altered under any circumstances. Plot sizes and boundaries may be checked periodically by the Allotments Office.

All paths between plots must be maintained to a minimum width of **0.75 metres (29 inches)** to allow safe pedestrian access.

Where a full plot is subdivided, the Allotments Office or Site Committee will be responsible for marking the boundary between plots, including the provision of a path of at least 0.75 metres in width and appropriate boundary markers.

Tenants must not remove, alter, or incorporate any part of a path into their plot. Where a path has been altered or removed, the Tenant will be required to reinstate it.

Tenants must not encroach onto neighbouring plots via paths without the express permission of the plot holder. For clarification regarding plot boundaries or path responsibilities, Tenants should contact the Allotments Office.

Terraced Plots

On sites with terraced plots, the Tenant is responsible for maintaining the path at their level (typically along the terrace edge).

Vegetation growing from the vertical face of a terrace is the responsibility of the Tenant on the lower level. Such vegetation must not be removed using weedkiller or other destructive methods, as it plays an important role in stabilising the bank.

Roadways and Parking

Roadways must be kept clear at all times to allow access for other users and emergency vehicles. Parking on roadways is not permitted.

Tenants may create a temporary hard-standing area for parking at the end of their plot (excluding the use of concrete). This must not obstruct access and must be fully reinstated to its original condition upon termination of the tenancy.

22. Rubbish and Recycling.

The Allotments Office operates a cage system for the disposal of non-green waste, with cages provided to each site on a rotational basis.

Under no circumstances must the designated weight limit (indicated by the red line within each cage, typically 1.5 tonnes) be exceeded. Green waste must not be deposited in these cages. Tenants are encouraged to compost non-diseased organic material on their own plots wherever possible.

Tenants must not bring any waste, materials, or items from outside the allotment site for disposal within the cages or elsewhere on site. The disposal facilities are intended for allotment-generated waste only.

Any person found to be bringing materials onto the site for disposal may be subject to enforcement action.

Diseased plant material and invasive or persistent weeds should not be composted on site and must instead be disposed of at an appropriate Household Waste Recycling Centre.

23. Bonfires.

Bonfires are **prohibited between 31 March and 30 September** each year.

Tenants are expected to compost as much organic material as possible. Exceptions may include invasive weeds or plant material affected by persistent diseases (such as club root or white rot), which may be disposed of either by burning (outside the restricted period) or by transfer to an appropriate recycling facility.

During permitted periods, bonfires must be managed responsibly and with due consideration for neighbouring plot holders and local residents. The following requirements apply:

- Fires must be kept small, controlled, and must not be left unattended at any time.
- Only dry, organic material originating from the Tenant's own plot may be burned.
- No materials may be brought onto the site for disposal by burning.
- Weather conditions must be assessed before lighting a fire to minimise smoke nuisance.

The burning of any materials that may produce toxic fumes is strictly prohibited. This includes, but is not limited to, plastics, treated or painted wood (such as pallets or timber), rubber, and other synthetic materials. Such actions constitute an environmental offence.

Any breach of these requirements will be treated as a serious violation of these Rules and Requirements and may result in enforcement action, including termination of the tenancy.

24. Trees.

All fruit trees must be grafted onto an approved rootstock to ensure controlled growth and suitability for allotment conditions.

Approved rootstocks are selected to restrict the growth of fruit trees to approximately **2.7 metres after 10 years**.

Under no circumstances may any tree exceed a maximum height of **3 metres**. The Tenant is responsible for

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ensuring that all trees are maintained within this limit.

Approved Rootstocks (Examples)

Fruit Tree	Rootstock
Malus (Apple)	M9, M26, M27
Pyrus (Pear)	Quince C, EMH
Prunus (Cherry)	Gisela 5
Prunus (Plum, Damson, Bullace, Cherry Plum)	Pixy
Prunus (Peach, Apricot, Nectarine)	Pixy

This list is not exhaustive. Where alternative rootstocks are used, the Tenant must be able to provide evidence that the tree will comply with the maximum height restrictions.

Any tree that cannot be demonstrated to meet these requirements must either be removed or maintained within the permitted height limit.

Written permission must be obtained from the Allotments Officer before planting any other trees, including (but not limited to) fig, walnut, cob (hazel), or ornamental trees.

Some allotment sites may include designated orchard areas where fruit trees are permitted to grow without height restriction. These areas will be managed separately in accordance with site-specific arrangements.

25. Ponds and Bog Gardens.

Ponds and bog gardens are beneficial for supporting wildlife and may be permitted on allotment plots with prior written approval from the Allotments Office.

The maximum permitted size of a pond is **1.5 metres at its widest & longest point**, with a maximum depth of **50 centimetres**. All ponds must be adequately protected with a suitable wire mesh cover to reduce the risk of accidents, and appropriate warning signage must be clearly displayed.

Bog gardens must not exceed **2 metres in width** and must be designed so that no standing water is present.

Tenants may be required to remove any pond or bog garden at the end of their tenancy and reinstate the ground to its original condition and level. The requirement for removal will be determined by the Allotments Officer, taking into account site safety, condition, and potential impacts on local wildlife.

26. Permitted Livestock and Pets.

The keeping of livestock on allotment sites is restricted to **hens, turkeys, and rabbits**, and may only take place with prior written approval from the Allotments Office. The keeping of cockerels is strictly prohibited.

Livestock areas will be considered as cultivated land, provided they are properly maintained and do not become overgrown or neglected.

Written permission must be obtained before introducing any livestock, erecting associated structures, or installing fencing. All structures must comply with the requirements set out in Section 19.

The Allotments Officer reserves the right to withdraw permission to keep livestock where:

- Animal welfare standards (local or national) are not met; or
- The remainder of the plot is not maintained in a satisfactory state of cultivation.

The maximum area permitted for livestock is:

- **2.5 poles** on a 10-pole plot;
- **1.25 poles** on a 5-pole plot.

Livestock housing and runs erected prior to **31 December 2013** are not subject to these requirements. However, upon a change of tenancy, such structures must be removed and current rules will apply.

The keeping of livestock is subject to separate guidance, which is available from the Allotments Office on request.

Prohibited Activities

- The keeping of bees is not permitted on allotment sites.

Pets

Dogs are permitted on allotment sites but must be kept on a lead and under control at all times. Dog owners are responsible for clearing up and disposing of dog waste appropriately.

Allotments – Rules & Requirements

27. Inspection.

The Allotment Office reserves the right to inspect any allotment plot and any associated structures at any time. Under normal circumstances, inspections will be carried out by the Allotments Officer or another authorised person, often in conjunction with a field secretary or designated site representative.

Inspections may be undertaken:

- As part of routine site monitoring;
- In response to complaints; or
- To assess compliance with these Rules and Requirements.

Following an inspection, where a plot is found not to meet the required standards (including cultivation, maintenance, or safety), appropriate action will be taken in line with the Council's enforcement procedures.

Where a plot is identified as insufficiently cultivated, the Tenant will be issued with a **Non-Cultivation Notice** and given a specified period (typically 28 days) to carry out the required works.

A follow-up inspection will be carried out at the end of this period. Where insufficient improvement has been made, the Council may proceed directly to the issue of an **Eviction Notice**, in accordance with the Rules and Requirements.



PART 4: At the end of your tenancy

28. Outgoing Tenants.

Outgoing Tenants must remove all items, materials, and structures from their plot(s) prior to the termination of their tenancy, unless otherwise agreed.

Where appropriate, structures in good condition (such as sheds, greenhouses, compost areas, raised beds, or crops) may be offered to the site association for reuse, or transferred to a new tenant with the prior agreement of the Allotments Office.

Keys and Charges

All site keys must be returned to the Allotments Office or relevant Field Committee within 28 days of the termination of the tenancy.

No reimbursement will be made for any key deposits or hire charges, except where separate arrangements have been agreed by an individual Field Committee.

Removal of Property

Any materials or items not removed by the Tenant within the required timeframe may be removed and disposed of by the Allotments Office. The full cost of such removal and disposal may be charged to the outgoing Tenant.

Items left on site may, where appropriate, be re-used or redistributed by the site association.

29. Termination / Relinquishing of the Tenancy.

The Allotments Office may terminate an allotment tenancy agreement in any of the following circumstances:

a) Standard Notice

By giving not less than **12 months' written notice**, expiring on or before **6 April** or on or after **29 September** in any year.

Allotments – Rules & Requirements

b) Land Required for Other Purposes

By giving **three months' written notice**, expiring at any time, where the allotment land is required for building, mining, or any industrial purpose, or for roads, sewers, or other works associated with such purposes. This also applies where the land was originally acquired for a specific purpose (for example, housing) and is required for that purpose, or where it is appropriated under any statutory provision.

c) Breach of Tenancy or Non-Payment

By giving **one month's written notice**, expiring at any time, where:

- The rent is in arrears for 30 days or more; or
- The Tenant is in breach of any provision of these Rules and Requirements or the tenancy agreement.



PART 5: Miscellaneous provisions

30. Responsibilities.

The Council remains the landowner of all allotment sites at all times.

The Allotments Officer is responsible for the administration and day-to-day management of allotment sites, except where specific arrangements are in place for these functions to be undertaken by a recognised Field Committee or site association.

The Allotments Office responsibilities include, but are not limited to:

- Maintaining waiting lists and the allocation of plots
- Collection of rents and administration of tenancies
- Termination of tenancy agreements where required
- Enforcement of these Rules and Requirements
- Management of vacant plots
- Maintenance of boundary hedges and trees
- General site maintenance and repairs
- Removal of fly-tipped waste from allotment sites

Note:

- Maintenance and repair of site infrastructure, including perimeter fencing, gates, water supplies, and roadways is the responsibility of the Site Owner.

31. Liability.

Tenants shall indemnify the site owner against all costs, claims, liabilities, and expenses arising in connection with their use and occupation of an allotment plot.

The Council accepts no liability for any loss, damage, or injury to persons or property occurring on allotment sites, except where required by law.

Tenants are strongly advised not to store items of value on their plots and to ensure that any property kept on site is adequately insured and, where appropriate, clearly marked for identification.

Any incidents of theft or criminal damage must be reported to the Police in the first instance. The Tenant must also notify the Allotments Officer and, where applicable, the site committee or field representative.



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

If you are dissatisfied with the response you receive, then please complete the Council's Customer Feedback Form, which is available from the Council's Website, or you can call or write to the Customer Contact Centre.

Website:

<https://www.westnorthants.gov.uk/contact-or-visit-us/contact-us>

Email

MyFeedback@westnorthants.gov.uk

Telephone:

0300 330 7000

Write to:

Customer Feedback,

West Northamptonshire Council

One Angel Square

Angel Street

Northampton

NN1 1ED

