

# **Bath and North East Somerset Council**

## **Allotment Rules and Guidance**

### **(As amended, 2019)**

The rules contained within this document apply to all Allotments owned and maintained by Bath and North East Somerset Council, and are made pursuant to the Allotment Acts 1908 – 1950. The rules form part of your Tenancy Agreement, and failure to adhere to them may lead to eviction.



**Allotments Department, Neighbourhood Environmental Services,**

<http://www.bathnes.gov.uk/allotments>

## **Forward**

This is the amended edition of the 'Allotment Rules and Guidance of Tenancy' (as of 2019) for Bath and North East Somerset Council Allotment Tenants and is the version which all tenants should now adhere to.

The Allotment Rules and Guidance will be revised as and when required. Tenants will be notified of all future amendments, and these will be available online from the Council's Allotment webpage, or available as a hard copy on request. Only the current version of the Allotment Rules and Guidance will be available on the Council's Allotment webpage where it can be viewed as a pdf, downloaded and printed: <http://www.bathnes.gov.uk/allotments> or by telephoning 01225 394041.

In this document the Allotment-garden plot and allotment plot and allotment and plot refer to the land rented by a Tenant. In this document the Tenant means the named tenant on the tenancy agreement. In this document the Allotments Department and the Council mean the Allotments Department of the Council.

The Council appreciates that allotment-gardening can be hard work and time-consuming, and this booklet sets out to provide every tenant with a clear understanding of what is required of them on their allotment plot, located on Council-maintained allotment sites only and within the boundary of the City of Bath.

Bath and North East Somerset Council would like to wish you all an enjoyable and successful year of allotment-gardening.

Thank you  
Bath and North East Somerset Council

## **Contact Us**

All allotment related enquiries should be directed to the Council's Allotments Department.

You can do this:

### **Face to face:**

One Stop Shop, Manvers Street, Bath, BA1 1JG

Opening hours:

Monday –Thursday 8.30am-5.00pm

Friday 8.30am-4.30pm

### **In writing:**

**By telephone:** 01225 394041

**By email:** [Council\\_Connect@Bathnes.gov.uk](mailto:Council_Connect@Bathnes.gov.uk)

**You can also find us online at:** <http://www.bathnes.gov.uk/allotments>

# Contents

<b>Part A</b>	<b>Your Tenancy Agreement</b>	<b>1</b>
1.	Agreement to Let	1
2.	Tenant Agreements	1
	Tenancy Agreement – guidance notes	3
3.	Community Tenancy Plots	3
4.	New Tenants, Eligibility Criteria and Allocation of Plots	3
5.	Primary User	3
6.	Sale and Sub-Letting	4
7.	Change of Address	4
8.	Written Correspondence	4
<b>Part B</b>	<b>Cultivation and Use</b>	<b>4</b>
1.	Cultivation and Use	4
2.	Unauthorised Use of the Allotment Garden Plot	5
3.	New Tenants	5
4.	Plot Identification	6
5.	Authorised Persons	6
6.	Site Access and Use	6
7.	Invasive Species, Plant Diseases and Pests	7
8.	Hedges and Boundaries on Allotment-Garden Plots	7
9.	Fruit Trees and Shrubs	7
10.	Internal Paths and Shared Paths	8
11.	Compostable and Non-Compostable Materials	9
12.	Restrictions on Open Burning: Bonfires	9
13.	Materials used as weed suppressants (i.e. Carpet and underlay)	10
14.	Ponds	10
15.	Minerals	11
16.	Buildings and Structures	11
	16a) Exceptional Conditions for Buildings and Structures at High Common, Ring Common and Fairfield Valley Allotments	13
17.	Fences	13
18.	Poultry, Rabbits and Bees	13
19.	Inspection of Livestock	13
	19a) Exceptional Conditions for the keeping of livestock, poultry, rabbits and bees	14
20.	Storage and Use of Fertilisers, Pesticides and Herbicides	14
	20a) Exceptional Conditions for storage and use of Fertilisers, Pesticides and Herbicides	14
21.	Storage of materials	14
22.	Fuel and Other Flammable Materials	14
23.	Disposal of Fertilisers, Pesticides and Fuels	15
24.	Health and Safety and Security	15
25.	Asbestos and potential Asbestos-containing Materials	15
26.	Nuisance	15
	26a) Exceptional conditions for Fairfield Valley	15
28.	Insurance, Personal and Personal Liability	16
<b>Part C</b>	<b>Inspection &amp; Enforcement</b>	<b>16</b>

1. Individual Plot Inspections .....	16
2. Power of Entry and Inspection.....	17
3. Enforcement Procedure for Breaches of Tenancy.....	17
4. The Appeal Process .....	17
5. Enforcement Procedure for Serious Breaches of Tenancy.....	18
6. Subsequent Enforcement for Breaches of Tenancy .....	18
<b>Part D Site Infrastructure.....</b>	<b>18</b>
1. Vehicles on Allotment Sites .....	18
1a) Exceptional Conditions for Vehicles on Allotment Sites.....	19
2. Keys and Gates.....	19
3. Site Noticeboard(s).....	19
4. Arterial Paths and Communal Areas .....	19
5. Water.....	20
<b>Part E End of Tenancy.....</b>	<b>20</b>
1. Termination of Tenancy.....	20
2. Death of a Tenant.....	20
<b>Part F Feedback, Compliments and Complaints Procedure.....</b>	<b>21</b>

## **Part A Your Tenancy Agreement**

These rules are made pursuant to the Allotments Acts 1908 to 1950 and apply to all Council managed allotments.

### **1. Agreement to Let**

The Council agrees to let and the Tenant agrees to take the allotment garden situated at [Name of Allotment Site] and numbered [plot] in the register of allotment gardens kept by the Council and containing in the whole approximately [number of metres] square (“the Allotment”) on a yearly tenancy from 25<sup>th</sup> September at a yearly rent as set out in Clause 2.2 of the Tenancy Agreement and at a proportionate rent for any part of a year over which the tenancy may extend.

### **2. Tenant Agreements**

The Tenant agrees with the Council to observe and perform the conditions and the obligations set out below:

- 2.1 The Allotment is let and shall be cultivated as an allotment garden within the meaning of the Allotments Act 1922 to 1950.
- 2.2 The Tenant shall pay the rent reserved in advance and without deduction otherwise than allowed by statute on 25<sup>th</sup> September in each year. The rent shall be ... (plus water charge if applicable) or if the Council so decide, at a revised yearly rent to be fixed from time to time by the Council and notified in writing to the Tenant no less than six months before 25<sup>th</sup> September in any year subject to the right of the Tenant within 28 days after the date of such notification by notice to the Council to that effect to terminate the tenancy on the 24<sup>th</sup> September next and failing receipt by the Council of such notice the Tenant shall be deemed to have accepted a continuation of the tenancy at the rent so revised such rent to be payable in advance and at a proportionate rent for any part of the year over which the tenancy may extend.
- 2.3 Save in Section 12 of the Allotments Act 1950 provided the Tenant shall not without written consent of the Council erect any building or any other structure on the Allotment or keep any animal or bird thereon.
- 2.4 The Tenant shall keep the Allotment free from weeds and well manured and otherwise maintain the same in a proper state of cultivation and in a neat and tidy condition.
- 2.5 The Tenant shall provide and keep fixed on the boundary of the Allotment nearest to the main path a peg bearing in clear figures the number of the Allotment.
- 2.6 The Tenant shall not keep on the Allotment any equipment or appliances which in the opinion of the Council are detrimental to the amenities of adjacent allotment gardens or other property.
- 2.7 The Tenant shall not without the written consent of the Council plant any fruit trees or other trees on the Allotment.
- 2.8 The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.

- 2.9 The Tenant shall not place any barbed wire on or adjoining the Allotment.
- 2.10 The Tenant shall not underlet assign or part with the possession of the Allotment or any part thereof.
- 2.11 The Tenant shall not without the written consent of the Council take sell or carry away any soil from the Allotment.
- 2.12 Any member and any officer or servant of the Council shall be entitled at all times to enter and inspect the Allotment.
- 2.13 The tenancy is subject to any Allotment Rules made from time to time by the Council.
- 2.14 The Tenant shall observe and perform any other special condition which the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in writing.
- 2.15 The tenancy shall terminate whenever the right of occupation of the Council terminates.
- 2.16 The tenancy may also be terminated as follows:
- 2.16.1 By one month's notice in writing to the Council expiring on any of the usual quarter days.
- 2.16.2 By twelve months' notice to quit to the Tenant expiring at any time on or before the sixth day of April or on or after the twenty-ninth day of September in any one year.
- 2.16.3 By one month's notice to quit to the Tenant if the rent of the Allotment is in arrears for not less than forty days or if it appears to the Council that the Tenant not less than three months after the commencement of the tenancy has not duly observed any Allotment Rules affecting the Allotment which may have been made by the Council or is resident more than a mile out of the City of Bath.
- 2.16.4 By re-entry after three months' previous notice in writing to the Tenant on account of the land being required for building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of those purposes or required by the Council for a purpose (not being the use of land for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision.
- 2.16.5 By re-entry after two weeks' notice to the Tenant for non-payment of rent or breach of any term or condition of the tenancy or on account of the Tenant becoming bankrupt or compounding with his/her creditors.
- 2.17 Any notice given by the Council hereunder shall be sufficiently served on the Tenant if signed by the Parks Manager for the time being of the Council and sent pre-paid post to the Tenant at his place of abode last known to the Council or if affixed in some conspicuous manner on the Allotment and any notice by the Tenant hereunder shall be sufficiently served on the Council if left at Neighbourhood Environmental Services, 1<sup>st</sup> Floor, Lewis House, Manvers Street, Bath, BA1 1JG.
- Tenants are advised that all rents and water charges, where applicable, are non-refundable.
  - Tenants are advised that there will be no rent or water charge rebate when essential maintenance works are carried out either by the Council or Service Suppliers.

- The Council, as the landlord, retains all rights and powers over the land.
- Tenants who move out of the 1 mile City of Bath boundary will be required to end their tenancies at a Council-maintained allotment site within the city boundary of Bath.
- Bath and North East Somerset Council's Tenancy Conditions apply to all named tenants, be they existing or new.

## **Tenancy Agreement – guidance notes**

### **3. Community Tenancy Plots**

- 1) The main point of contact (i.e. the coordinator) is the named Tenant on the Tenancy Agreement for the allotment-garden Plot, and as such responsible for maintaining the community plot in accordance with the Tenancy Conditions and Rules.
- 2) If for whatever reason, the named Tenant vacates the role of “the coordinator”, it is the responsibility of the present named Tenant to appoint a new ‘coordinator’. If a new coordinator is not appointed before the named Tenant vacates, the Council would review the community plot with the possibility of termination of tenancy.

### **4. New Tenants, Eligibility Criteria and Allocation of Plots**

- 1) To be eligible for an allotment plot, a person must be at least 18 years old and permanently live no further than 1 mile outside the boundary of the City of Bath (Small Holdings Allotments Act 1908 Section 30(2)).
- 2) When a new applicant has reached the top of the waiting list, the Council will contact the applicant and offer the plot, at their chosen allotment site. If the Council does not receive a response from the applicant within 15 working days, the Council reserves the right to offer the plot to the next applicant who has reached the top of the waiting list. If the applicant refuses the offer, because the plot is not suitable, the Council may offer up to two different plots. If all plots offered are also refused, then the Council reserves the right to remove the applicant from the waiting list entirely.
- 3) All plots are let on an ‘as seen’ basis and the Council does not undertake any clearance works, such as weed clearance, strimming or rotovation. The Council will remove asbestos, and may choose to remove non-fruiting trees and hedges.

### **5. Primary User**

- 1) The named tenant must be the primary user of the plot and is responsible for all activities and health and safety on their allotment plot and within the allotment site.
- 2) The named tenant may nominate a co-worker, a partner or their spouse to help with cultivation and maintenance of the plot. The named tenant must inform the Allotments Dept.
- 3) A co-worker, a partner or a spouse has no automatic right to assume the tenancy of the plot, if the named tenant makes the decision to surrender the plot; the co-worker, partner or spouse would need to make an application to the Council to continue cultivating that particular plot.
- 4) The Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, co-worker or spouse that has been registered and has worked the plot for a minimum of 3 years.

- 5) A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the Allotment Rules.
- 6) Plot tenancies must be surrendered by the existing tenant before the Council will consider the application of the registered partner or spouse to take over the plot.
- 7) If a tenancy has been dissolved by the Council, the Council reserves the right to refuse any future tenancies by the same individual.

## **6. Sale and Sub-Letting**

- 1) The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27(4) of the Allotment Act 1908, the named tenant may not assign, underlet or part with possession of all or part of their allotment.
- 2) The sale or sub-letting of plots is strictly prohibited. Tenants found sub-letting or selling their plots will have their tenancy terminated with immediate effect.

## **7. Change of Address**

- 1) The tenant must inform the Allotments Department of any change of permanent address and or telephone number(s) within one month.
- 2) Personal information held by the Council relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

## **8. Written Correspondence**

- 1) Any written correspondence, for example: letters, notices, forms, will be deemed to have been served if sent by post to the tenant at his/her last known address (or by an agreed preferred alternative method, i.e. email), or left in a conspicuous place on their plot.
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## **Part B Cultivation and Use**

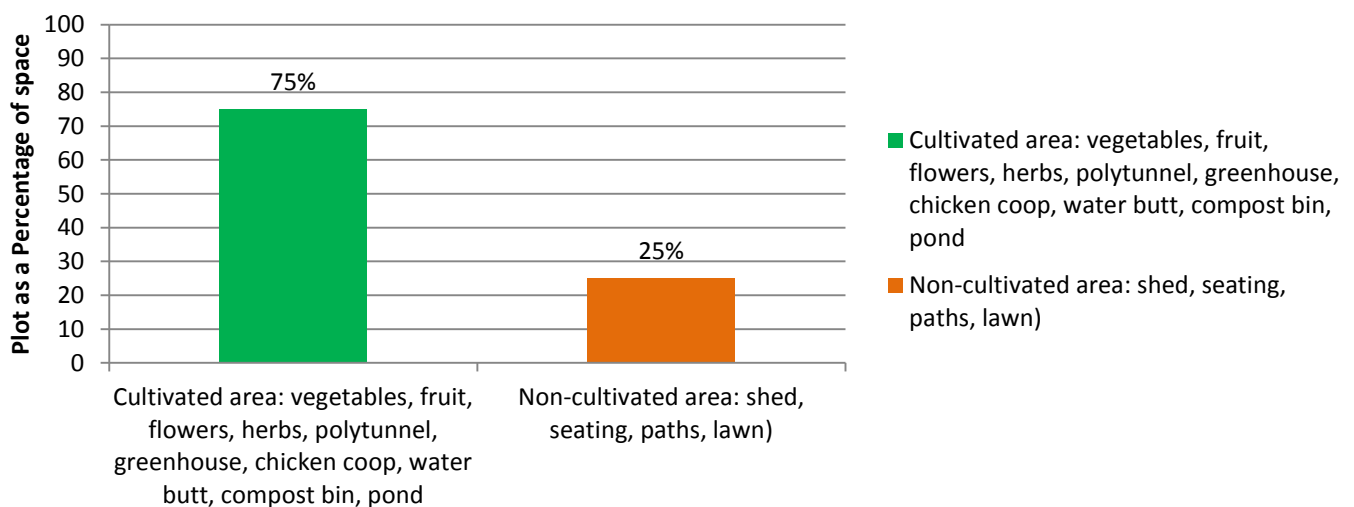
### **1. Cultivation and Use**

- 1) Allotment Gardens must by definition be wholly or at least mainly cultivated for the recreational use for the production of vegetables, herbs, fruit and flower crops.
- 2) The Cultivated area means the area which is cultivated for and subsequently planted with crops and regularly harvested, in accordance to paragraphs (3) to (13). New Tenants please refer to Part C.3: *New Tenants*.
- 3) With the exception of new tenants (see Part B (3) below) the Tenant is required to have their plot in a cultivated state: to regularly dig or mulch, prune and weed not less than 75% of the total area.
- 4) Sheds are not included within the cultivated area.
- 5) There must be no more than 25% of the total cultivated area allocated for growing ornamental plants and or ornamental flowers, and or wildflowers which include wildflower meadows.



- 6) A maximum of 25% of the allotment garden is allowed for grass paths, shed space and or a seating area.
- 7) Areas of lawn are not included within the 75% cultivated area. Areas of lawn or grass (either natural or synthetic) must not exceed 10% of the total area of the plot.
- 8) Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year.
- 9) Tenants are responsible for keeping the plot free of weeds that are likely to cause nuisance to neighbouring tenants. Weed seed heads must be removed before the seed has set.
- 10) Long grass or detritus that may harbour pests must be removed.
- 11) Tenants must control perennial weeds which spread through root extensions and or runners (e.g.: Couch Grass, Ground Elder, Bindweed, Creeping Buttercup and Brambles).
- 12) Plots must be cropped and harvested. It is not sufficient to neither keep them clear of weeds and or leave them un-planted and or un-cropped with vegetables and or fruit crops and or flowers during any one year. Any such plot will be considered non-cultivated and in breach of tenancy.
- 13) Tenants may be subject to the enforcement process if any allotment-garden plot(s) or any Tenant is considered to be in breach of any part of the Tenancy Conditions and the Rules (please refer to Part C: *Inspection and Enforcement*).

### Use of your plot as a percentage of space



## **2. Unauthorised Use of the Allotment Garden Plot**

- 1) The Tenant must not use any part of the allotment garden plot or allow it to be used for the purposes of any trade or business.

The Tenant is not permitted to bring onto the plot any produce or materials for the purpose of selling. The Trading Hut run jointly by B&NES Allotment Association and Bath Organic Group is exempt.

## **3. New Tenants**

- 1) New Tenants have a 3 month grace period without inspection. The exception is for new Tenants taking up a tenancy between November and February; this period will be discounted.

- 2) After the 3 month grace period has lapsed, new tenants are expected to have suitable plot identification in place and have at least 25% of their plot cultivated (please refer to Part B.1: *Cultivation and Use*).
- 3) After 6 months, plots should be cultivated by 50% and 75% cultivated after 12 months.

#### **4. Plot Identification**

- 1) Tenants are responsible for ensuring that the number of their Allotment-garden plot remains clearly displayed at all times. A sign bearing your plot number should be affixed to a peg inserted in the ground at the front of your plot, to the nearest main path, and or attached to a shed, and or attached to a compost bin.

#### **5. Authorised Persons**

- 1) Only the named tenant, and their registered partner, co-worker or spouse or accompanied guest(s) are allowed on the allotment site, except during site open days or site events.
- 2) No person under the age of 18 years of age is allowed on site, unless accompanied by an adult.
- 3) The tenant is responsible for the safety and wellbeing and behaviour of children and adults visiting allotments. Children must be supervised at all times and must not trespass onto other Tenants' plots or paths. This is for their protection too, as children may be at risk from sharp-edged items e.g. glass cloches and tools.
- 4) In an instance where a visitor breaches site rules, then the named tenant will be held equally responsible.

#### **6. Site Access and Use**

- 1) Allotments should only be accessed during the hours of daylight (i.e. dawn until dusk).
- 2) It is strictly forbidden for tenants to stay on an allotment site overnight.
- 3) The Council reserves the right to delegate authority to an appropriate policing or security body to challenge activities of any person found on an allotment site at any time of the day.
- 4) The handling, bring or using any firearm or weapon within the boundary of the allotment site is strictly prohibited and Tenants may be liable for independent enforcement action.
- 5) Allotment tenants, registered partners, nominated co-workers and visitors must only enter the allotment site by the provided paths, roads, tracks and associated gates.
- 6) No additional entrances or gates on the allotment site can be installed without prior written permission of the Council.
- 7) Tenants must not modify, interfere or change any padlocks, fences or gates and or any other security provision of the Council.
- 8) The Council is not liable for any loss or damage to Tenant's property, tools or crops, or for any injury or harm caused to the Tenants, or partner, co-worker or their visitors, on their own plot(s).

- 9) The Council is responsible for health and safety on the boundaries and communal areas of allotment sites only. Public Liability Insurance may be advisable. Membership to B&NES Allotments Association includes public liability insurance.
- 10) The Council reserves the right to prohibit vehicular access (either temporarily and or permanently) on to sites, if they believe that it is detrimental to the site. I.e. damage caused to the access track and or internal pathways and or fly-tipping caused by unauthorised access, and or for the safety of the tenants.

## **7. Invasive Species, Plant Diseases and Pests**

- 1) It is a criminal offence to knowingly plant or otherwise cause to grow any plant which is classed as an 'Invasive species', as listed in the Wildlife and Countryside Act 1981 (Variation of Schedule 9) (England and Wales) Order 2010 (the Order) as amended. Any person found guilty of such an offence is liable for a fine not exceeding £5,000 or imprisonment.
- 2) Any and all notifiable pests, plant diseases and or invasive plants, including injurious weeds and plants should be reported to the Council.
- 3) Tenants must not remove any such plant species themselves. Tenants are advised to contact the Council for advice.
- 4) Tenants are responsible for any cost in relation to pest control treatment on their allotment-garden plot.

## **8. Hedges and Boundaries on Allotment-Garden Plots**

- 1) Tenants are not permitted to plant any shrub, bush, non-fruiting tree or other plant that constitutes to either be a hedge or form any part of a hedge on their allotment-garden plot(s).
- 2) Where a hedge already exists on a tenant's plot it must be kept to a height of no greater than 1.5m (150cm) throughout the year.
- 3) When a Tenant confirms termination of their tenancy, all plants and trees (such as: non-fruiting plants/shrubs/bushes other than herbs, non-fruiting trees and hedges) which are not for human consumption must be removed completely from the allotment-garden plot before the tenant vacates their plot.

## **9. Fruit Trees and Shrubs**

- 1) Tenants must not plant fruit trees without prior written permission from the Council. Fruit trees must be of dwarf root stock: M6, M9, M26, M27, or MM106.
- 2) If written permission has been given fruit trees must be planted 1m (100cm) away from any path.
- 3) Tenants must ensure that all fruit trees are regularly pruned and maintained, and ensure that the height and width of the canopy is managed to a reasonable size in accordance with good orchard practices. The tree does must not grow to a height where they will cause shading or encroachment from the canopy or root system to adjacent plot(s) and or obstruct any path(s).
- 4) Tenants must not allow any tree to grow that does not produce edible fruits or nuts for human consumption on their Allotment Garden plot after 01 July 2017.

- 5) A shrub is defined as: “a woody plant smaller than a tree, usually having multiple permanent stems branching from or near the ground”.

## 10. Internal Paths and Shared Paths

- 1) Allotment-garden plots are measured from the mid-point on all internal and shared paths. (E.g. plots measurements include the growing/cultivation area and part of the path surrounding the plot: the half nearest the plot). If tenants want their plot to be re-measured or would like boundaries defined by an officer, this will only be done at two points in the year; during site inspections in the spring or during joint inspections with site representatives in the winter. Tenants are responsible for maintaining the area of path closest to their plot up to the mid-point on the path, as in Figure 1 below.

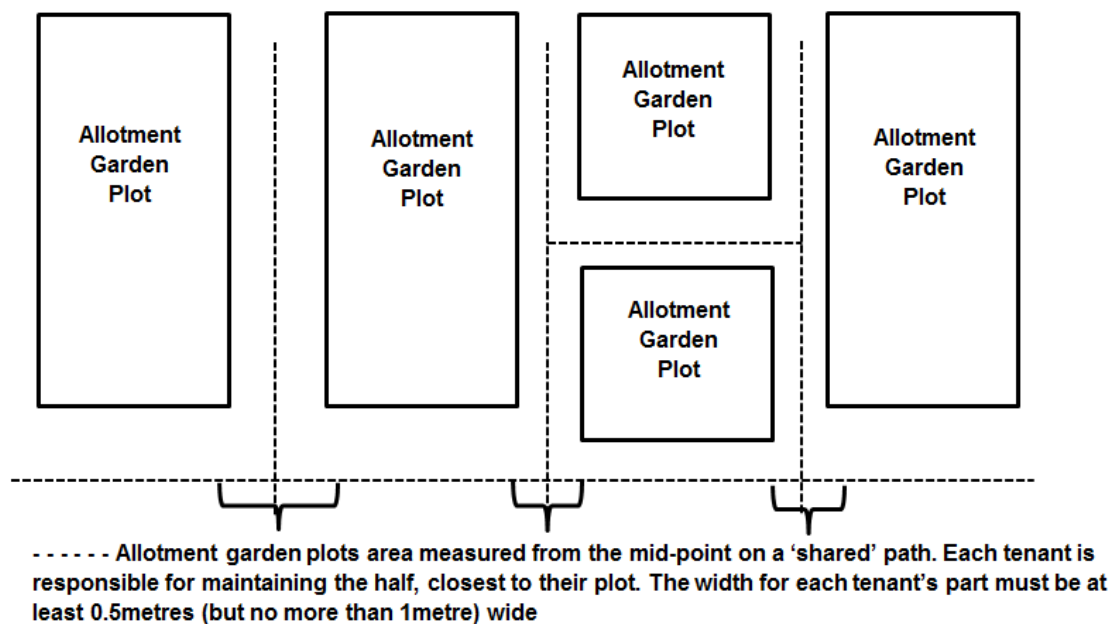


Figure 1 The location of 'shared' paths and internal paths in relation to allotment plots

- 2) Paths between Allotment Garden plots must be at least 0.5metres (50cm) but no more than 1m (100cm) wide.
- 3) Tenants are responsible for keeping all internal paths and all shared paths in a good state of repair which includes free access and safe passage.
- 4) Tenants must ensure that any path is kept clear of obstructions such as wheelbarrow, tools, waste and overhanging branches and or plants.
- 5) The Council reserves the right to remove any object or any obstruction (such as gardening equipment, tools, etc.) deemed to be hazardous to safe movement or a nuisance.
- 6) Tenants must remove all synthetic and natural carpet and or plastic which have been used to either create or maintain any part of any path by 01 April 2018. Mypex weed control fabric is permitted.
- 7) Shared and Internal paths are subjected to natural erosion: exposed weather conditions and burrowing animals, and man-made erosion caused by Tenants' digging. The Council reserves the right to request Tenant(s) increase the width of any Internal and or Shared path at their discretion to preserve the safety and the condition of the allotment site. The Council will notify

Tenants in writing. The Council will re-measure the offending plots, and give the Tenant(s) a reasonable timescale to complete the repairs.

- 8) The Council will not prescribe how such paths are maintained. However, if grass is used the roots will help to hold the soil together and prevent crumbling of the earth and path. If weed-killers are used they will kill the grass and the path is likely to become eroded more quickly.

## **11. Compostable and Non-Compostable Materials**

- 1) Tenants shall maintain compost heaps in a neat and tidy condition. The size of the compost heap must be in proportion to the size of the allotment garden plot. The compost container or structure must be well maintained and fit for purpose.
- 2) The Tenant is responsible for removing all waste, other than composted waste, from their allotment plot and allotment site. Incorrect disposal of waste negatively impacts the environment, the amenity and the enjoyment of other allotment tenants.
- 3) Tenants must not deposit any waste, including rubbish or litter, on any other part of the allotment site (such as: hedges, communal areas, ditches or dykes or compounds reserved for use by the Council etc.) as this is considered 'fly-tipping'. Tenants will be issued with a Formal Notice and may also be subject to independent enforcement action.
- 4) The Council may remove waste from an allotment plot but this would be at a charge to the Tenant.
- 5) The Tenant shall keep the allotment garden plot and the surrounding area clear of litter, refuse and other rubbish.
- 6) Tenants are strictly forbidden to bring on to the allotment site or on to the allotment garden plot any material or any item for deposit or for disposal or use the plot for storage, recycling and or disposal of rubbish, scrap metal and or any other non-compostable or hazardous material. Any Tenant who are found or witnessed undertaking such an act (by a duly appointed officer of the Council) will be issued with a Notice to Quit with immediate effect, as this is a serious, environmentally damaging act.
- 7) Tyres are no longer permitted on an allotment plot. Tenants must remove all tyres from their allotment plot by 01 April 2018.
- 8) Non-compostable waste derived from the Allotment Garden Plot must be responsibly disposed of at a licensed waste disposal facility. Tenants may take waste materials from their allotments to one of the Council's household waste recycling facilities. Please contact the Council: 01225 394041, for further information.
- 9) Tenants who arrange for a delivery of manure or any other organic soil-improver must ensure that it does not obstruct any path, road or vehicle or pedestrian access or communal area.
- 10) Any building materials which are delivered to allotment sites (e.g. window frames, glass houses, water butts, compost bins, wooden pallets, structures etc.) must be taken to the Tenants plot immediately and stored appropriately. Failure to do so will be considered fly-tipping and a Formal Notice will be issued.

## **12. Restrictions on Open Burning: Bonfires**

- 1) Tenants are not permitted to burn any organic waste on their allotment garden plot or on any part of the allotment site between 1<sup>st</sup> April and 30<sup>th</sup> September. Tenants must dispose of any

non-organic waste responsibly. When lighting any bonfire, consideration must be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighbouring premises.

- 2) Tenants are permitted to burn organic waste between 1<sup>st</sup> October and 31<sup>st</sup> March providing that it does not cause an unreasonable nuisance to others, and or cause an obstruction to a highway, and or to neighbouring residents.
- 3) Tenants must only burn organic material on their own plot and not anywhere else on the allotment site.
- 4) The burning of the following materials is strictly prohibited and will lead to the Tenant receiving a Notice to Quit with immediate effect and referral for prosecution under the Environmental Protection Act 1990.
  - a) Any material producing black smoke, i.e. rubber, plastics, foam, paint.
  - b) Any material originating from outside the allotment site.
  - c) Any other material which may cause environmental damage or harm to human health.
- 5) Once the bonfire is alight, Tenants must not leave it unattended. Failure to do this is a serious breach of health and safety and an environmental hazard. If a tenant is found or evidenced not abiding to this rule then Tenant will be issued with a Notice to Quit with immediate effect.
- 6) Tenants must ensure that the bonfire is suitably and fully extinguished before they leave the allotment garden plot. Suitable methods for extinguishing fire must always be available, i.e. water and or sand.

### **13. Materials used as weed suppressants (i.e. Carpet and underlay)**

- 1) The use of carpets and underlay as a weed suppressant on the cultivation area and path(s) is **banned**, due to the chemical contents and non-biodegradable nature of such materials. Also, when such materials are left in-situ for prolonged periods; weeds penetrate the fibres making it extremely difficult to remove from the allotment-garden plot.
- 2) Carpet and underlay materials are not permitted on the allotment garden plot. Tenants must remove all carpet and underlay materials from their allotment garden plot, including from shared and internal paths, on or before 01 April 2018. If it is found that a Tenant has not removed carpet and or underlay materials from their allotment garden plot, the Council will issue the Tenant with a Formal Notice requiring its immediate removal. Failure to adhere will result in an immediate Notice to Quit.
- 3) Tenants who have more than 50% of the allotment-garden plot covered in Mypex weed control fabric for periods exceeding 6 months (and not cultivated) in any consecutive year will be considered as non-cultivated and in breach of tenancy. (Please refer to Part C.1: *Individual Plot Inspections*).

### **14. Ponds**

- 1) Tenants must not create a pond on the Allotment Garden without prior written consent of the Council.
- 2) Ponds must be temporary and must not be formed using concrete or other hard landscaping material. All ponds must have shallow sloping sides.

- 3) Tenants must ensure ponds are situated at least 2 metres from any arterial path or communal area.
- 4) Ponds must not be more than 0.5metres (50cm) deep and should not exceed a maximum surface area of 1.5 square metres. Ponds are not allowed to stagnate.

## 15. Minerals

- 1) Tenants shall not:
  - a) Sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other person to do so;
  - b) Bring in any mineral material which may contaminate the plot or site, or be detrimental to the soil quality or fertility.

## 16. Buildings and Structures

- 1) The Tenant shall not, without prior written consent of the Council, erect any structures, or extend or make significant alternation to any existing structures.

**Table 1 Permissions required for structures**

× Structures NOT PERMITTED (anywhere on the allotment site/ allotment plot)	✓ Structures PERMITTED within the 75% cultivatable area (only after written consent given by the Council)
Caravans, shipping containers, tents, porta-cabins (unless by prior written agreement with the Council for B&NES Allotment Association to use as a trading store or association shops)	Poly tunnel(s). Polytunnels must not exceed 2m (6'6") in height, 2.5m (8') wide and 3.7m (12') long.
Fences higher than 2m	Greenhouse(s). Greenhouses must not exceed 1.8m x 2.4m (or 6ft x 8ft) and be constructed of polycarbonate or Perspex.
Structures constructed from brick/ block work	Chicken coops (the keeping of cockerels is not permitted)
Dog kennels	Rabbit housing/hutches
Stables	Ponds
Patios laid with a permanent, concrete, cement, non-removal base and greater than 25% of the total plot area	Sheds. Sheds must not exceed 1.8m x 1.2meter (or 6 x 4 feet) footprint. Sheds must be stained dark brown, or dark blue or dark green and should ideally have a pent roof
Brick built chimneys	
Brick and block work using concrete or cement	

- 2) The use of concrete or cement is not permitted, unless with prior written agreement with the Planning Department of the Council.
- 3) You are not permitted to build site sheds and greenhouses on a concrete base however, paving slabs or a temporary block bases or similar temporary solutions are permitted but whatever you use must be safe and capable of being used in this way and it must also be capable of being removed again should you relinquish your tenancy at some point in the future
- 4) The tenant will be required to remove foundations (such as paving slabs, wood bases, bricks etc.) and all structures at the end of the tenancy, unless the new tenant agrees to them.
- 5) All structures must be adequately secured to the ground to prevent uplift during strong winds.
- 6) All structures must be within the boundary of the allotment garden plot. All structures must be sited no less than 1meter (100cm) away from the perimeter boundary to the allotment site; to

enable inspection and maintenance of perimeter fencing, hedge-trimming and tree inspections etc.

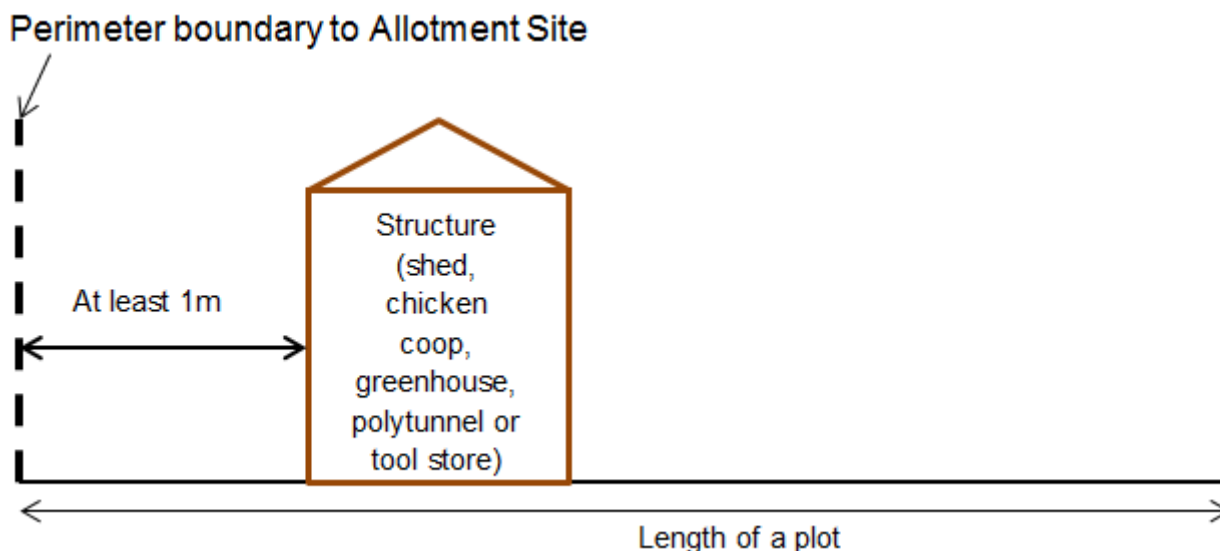


Figure 2 Location of structure in relation to perimeter boundary (figure is not drawn to scale)

- 7) Sheds must not exceed 1.8m x 1.2meter (or 6 x 4 feet) footprint.

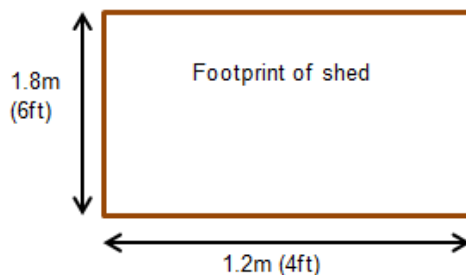


Figure 3 A 'Footprint' is the amount of space on the ground (figure is not drawn to scale)

- 8) Sheds must be sited so not to cause a nuisance to neighbouring plot-holders or properties. Your consultation with those who may be affected is essential.
- 9) Any structure on the allotment garden plot must be maintained to and in a good state of repair. Structures that are in a poor state of repair are likely to harbour pests and create a hazard to safe movement. If the Council is not satisfied that the structure is in a good state of repair, the tenant must either repair it to the Council's satisfaction or remove the structure within 28 calendar days of instruction to do so.
- 10) Structures that require planning permission are deemed to be unsuitable for allotment garden plots and the Allotments Department will not grant written permission.
- 11) Where an allotment plot is less than 75 square meters ( $75m^2$ ) the Tenant will only be permitted to erect one structure listed in Table 1.
- 12) Tenants must receive written permission from the Council if the tenant wants to make any alterations or additions to any structure listed in Table 1.
- 13) If an application to erect a shed, or any other structure, is not compliant with the conditions of (6) to (11), the Council reserves the right to require the tenant to apply for planning permission. If planning permission is refused the Council will require the Tenant to either reduce the size of the structure or remove it from the allotment plot altogether.



## **16a) Exceptional Conditions for Buildings and Structures at High Common, Ring Common and Fairfield Valley Allotments**

High Common, Ring Common and Fairfield Valley Allotment Sites have exceptional conditions which Tenants must adhere to, due to the landscape significance of the sites.

- 1) Tenants are not permitted whatsoever to erect any structure over 1.2m (4ft) in height. Structures includes, sheds, glass houses, green houses, poly tunnels, animal enclosures, chicken coops, hen-houses or compounds designated for the keeping of livestock.
- 2) Tool stores, cloches, cold-frames etc. are permitted providing that they are less than 1.2m (4ft) in height.

## **17. Fences**

- 1) Perimeter fencing (around the external perimeter) around the entire boundary of the allotment site is the responsibility of the Council to maintain.
- 2) The maintenance of any internal fencing, i.e. fences and gates either installed by the current tenant or inherited from a previous tenant which either surrounds all or part of the allotment plot is the responsibility of the tenant to adequately maintain.

## **18. Poultry, Rabbits and Bees**

- 1) Tenants are permitted to have 25% of the allotment garden plot designated for keeping hens, Bees or rabbits only, providing that 75% of the plot is cultivated. Tenants should consult the RSPCA guidelines on the welfare of poultry on allotments before Tenants apply to the Council for written permission to erect any structure or animal thereon. Any other livestock, birds or animals are only permitted with written permission from the Council.
- 2) Tenants are not permitted by law to keep cockerels on any allotment garden plot or on any part of the allotment site.
- 3) The Council must be satisfied that the Tenant will not keep any animal/livestock (i.e. poultry, rabbits and or bees) in such a condition that is or will likely be prejudicial to health or likely to cause a nuisance to neighbouring tenants or nearby residential properties.
- 4) Any structure erected for the keeping animals/livestock on an allotment garden plot must be located a minimum of 1 metre (100cm) away from any perimeter boundary fence or any perimeter boundary hedge.
- 5) Dogs are not permitted to be housed on allotments.

**Application form for a Structure:** please contact the Allotments Department using the details at the front of this document.

## **19. Inspection of Livestock**

- 1) The Council has the right to undertake regular inspections of all animals/livestock kept on allotment garden plots.
- 2) If the welfare of any animal/livestock is found to be compromised, the Council will request the Tenant to take remedial action either by seeking expert veterinary advice or to remove the animal to more suitable accommodation.

- 3) Failure to comply with these requests may result in referral for prosecution under the Animal Welfare Act 2006.

### **19a) Exceptional Conditions for the keeping of livestock, poultry, rabbits and bees**

- 1) Tenants are not permitted to keep livestock, poultry or rabbits at Fairfield Valley, High Common or Ring Common Allotment Site. The keeping of Bees maybe permitted at the site subject to written permission from the Council.

## **20. Storage and Use of Fertilisers, Pesticides and Herbicides**

- 1) Pesticides and fertilisers must be used and stored in accordance with the manufacturer's instructions in an approved container, well out of the reach of vulnerable people and locked away if specified by the manufacturer.
- 2) Inorganic nitrate fertiliser must not be stored within 10 metres of a watercourse or field drain.
- 3) The use of pesticides originating from outside the UK is not permitted.

### **20a) Exceptional Conditions for storage and use of Fertilisers, Pesticides and Herbicides**

- 1) Tenants on Organic Allotment Sites (Fairfield Valley, Hampton Row and Lower Common West) are not permitted to sell, supply, store or use any fertiliser, pesticide or herbicide that is not certified as 'organic'. Tenants on organic allotment sites must use certified organic fertilisers, pesticides and herbicides. More information can be obtained from both the Soil Association and B&NES Allotment Management Plan 2015 paragraph 3.2.

## **21. Storage of materials**

- 1) The storage of goods or materials not directly connected to the cultivation of the allotment garden plot is not permitted.
- 2) The Control of Pesticides Regulations 1997 places a responsibility on anyone who sells, supplies, stores or uses a pesticide that they must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.
- 3) The use of foliar Glyphosate based herbicide (e.g. Round-up) should be restricted to essential use to treat severe infestation by deep-rooted perennial weeds (i.e. Bindweed, Couch grass). It should be used on a non-windy day to avoid spray-drift onto neighbouring plots.

## **22. Fuel and Other Flammable Materials**

- 1) Fire and explosions are a real risk on plots and pose specific dangers to the emergency services assigned to deal with them. In order to reduce the risk to the public and the emergency services.
- 2) Fuel such as petrol and diesel must be stored off site.
- 3) Oil, lubricants or other flammable liquids (except for fuel):
  - a) Must be for use in garden equipment only;
  - b) Must be stored in a locked shed, and,
  - c) Must be kept in an approved container of no more than 5 litres capacity.

### **23. Disposal of Fertilisers, Pesticides and Fuels**

- 1) Fertilisers, pesticides, fuels and other flammable liquids should never be included in the household rubbish, burned, placed in skips or poured into any kind of drainage system or watercourse.

### **24. Health and Safety and Security**

- 1) Unsafe working practice may result in termination of tenancy and the tenant shall be liable for any damage and or injury caused by unsafe working practices.
- 2) Tenants are not permitted to use any form of barbed wire or razor wire on the allotment garden plot.
- 3) Tenants are strictly forbidden to use any form of battery-powered or mains-supplied electricity for the use of any form of electrical fencing on or around the allotment garden plot or on the allotment site.
- 4) Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves.
- 5) The Council will not be held responsible for any damage or injuring resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment garden plot.

### **25. Asbestos and potential Asbestos-containing Materials**

- 1) Tenants must contact the Council (**01225 394041** or **council\_connect@bathnes.gov.uk**) if they suspect there are Asbestos or potential Asbestos-containing materials in the soil of the allotment-garden plot, and or on any part of the allotment site.
- 2) Tenants must not bring on to the allotment site any Asbestos materials or potential Asbestos-containing materials. If it is found that any Tenant breaches this rule, the Council will issue the Tenant with a Formal Notice with an immediate requirement to remove. The Tenant will be liable for any costs associated with the removal of such materials from the allotment-garden plot if they fail to comply with any Notice served.

### **26. Nuisance**

- 5) Tenants, and their visitors, must not cause any nuisance or annoyance to the neighbouring plot holders and or other residents in the vicinity.
- 6) Tenants, and their visitors, must not encroach/enter onto other plots or remove produce or any other items from another plot without the express permission of the allotment garden plot holder.
- 7) Visitors are the responsibility of the Tenant, and the Tenant is obliged to explain the allotment rules.
- 8) Dogs must be kept on leads and off other Tenants' plots.

#### **26a) Exceptional conditions for Fairfield Valley**

- 1) Tenants of Fairfield Valley allotment site must use ear or headphones when listening to radios or similar devices'.
- 2) Where complaints are received, Tenants may be subject to independent enforcement action.

- 3) Tenants of Fairfield Valley are requested to minimise the use of power tools (drills, strimmers, lawnmowers etc.) and should not use such tools on site outside the hours of 9am – 6pm.

## **27. Expected behaviour and conduct of Tenants**

- 1) Tenants must not discriminate against, harass, bully or victimise any other person(s) on the grounds of ethnic or national origin, language, race, colour, religion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, political or other opinion, disability or disadvantage by any other condition which cannot be shown to be justified.
- 2) No tenant must cause another tenant, officer of the Council or member of the public harassment, alarm or distress.
- 3) Allotment plots and any structures must not be used for any illegal, immoral or anti-social purpose.
- 4) It is strictly prohibited to grow plants which produce illegal substances or are otherwise proscribed.
- 5) Tenants found to have committed an illegal or immoral act will be issued with an immediate Notice to Quit and may be liable for independent enforcement action.

## **28. Insurance, Personal and Personal Liability**

- 1) Tenants must have adequate insurance cover for the use of any heating appliances used (i.e. heating of poly tunnels, green houses, glass houses and any other structure requiring additional warmth) and or for the storage of hazardous materials.
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## **Part C Inspection & Enforcement**

### **1. Individual Plot Inspections**

- 1) An appointed Officer of the Council will undertake an inspection of Tenants Allotment Garden plot(s) to assess that all tenancy conditions, rules and guidance are being adhered to.
- 2) Tenants that have long-term extenuating circumstances (i.e. circumstances that are likely to continue beyond one full growing year) and have not or will not nominate a co-worker, partner or spouse to help with maintaining the plot in accordance to the tenancy conditions which include the rules, the Council will offer the following options:
  - a) That if the Allotment Garden plot is greater than 100m<sup>2</sup>, the plot is split, and the tenant takes on one half, or,
  - b) The Tenant temporarily relinquishes the Allotment Garden plot. When the Tenant's health circumstances have improved so far as the Tenant is able to cultivate and maintain the allotment plot in accordance with the tenancy conditions and the rules; the Council will offer the Tenant the next available plot, on that allotment site.

If the Tenant fails to agree to either option above then the Council reserves the right to terminate the tenancy.

- 3) It is not permitted for tenants with extenuating circumstances to leave their plot overgrown with weeds that are likely to cause nuisance to neighbouring tenants. Any such plot will be considered in breach of tenancy and subject to the enforcement process.

## **2. Power of Entry and Inspection**

- 1) The allotments that are on Council-owned land and within the boundary of the City of Bath, entitle any Authorised Officer of the Council shall be entitled at all times to enter and inspect the Allotment and any allotment-garden plot to ensure compliance with the Tenancy Conditions which includes the Rules and Guidance (as amended).
- 2) If a Tenant causes hindrance or harassment of an Authorised Officer in carrying out inspection or other duties of the plot, a Notice to Quit will be issued.

## **3. Enforcement Procedure for Breaches of Tenancy**

- 1) When evidence exists that a breach of tenancy has occurred, tenants will be subject to the following enforcement procedure (except in circumstances where a serious breach of tenancy has occurred and the Tenant is liable for Notice to Quit with immediate effect).
  - (a) **Formal Notice**  
This will outline the nature of the breach(es), give recommendations on required actions and 28 days from the date of the letter for the tenant to rectify the problem(s).
  - (c) **Notice to Quit**  
If, after 28 days from the date of the Notice has lapsed, and it is found that no or insufficient action has been taken, then the tenant will be issued with a 7 day **Notice to Quit**.

The Notice to Quit informs the tenant that the tenancy will be terminated in 7 calendar days and that the eviction process has commenced. In this period, the tenant must remove all possessions and locks and leave the allotment plot in an agreed condition, and the tenancy will have ended.

- 2) New Tenants that do not achieve the required standards of cultivation after 3 calendar months of the commencement of the tenancy will be issued with an Advisory Notice.
- 3) New Tenants that do not achieve the required levels of cultivation after 6 calendar months may be subject to have their tenancy terminated.

## **4. The Appeal Process**

- 1) The Tenant may appeal against any Formal Notice (but not a Notice to Quit). The appeal must be in writing and received within 10 working days of the date of the Formal Notice, addressed to: Parks Manager, Allotments Department, Neighbourhood Environmental Services, 1<sup>st</sup> Floor, Lewis House, Manvers Street, Bath, BA1 1JG.
- 2) The Tenant must clearly set out in writing the grounds for their appeal. The reasons for appeal may be one or more of the following only:
  - a) An Officer did not follow the relevant procedure properly, and that this significantly affected the decision. (A small procedural flaw which would not have significantly influenced the decision is not sufficient grounds for upholding an appeal).
  - b) The decision for issuing a Formal Notice was unreasonable.
  - c) The Notice was defective.

- d) The Notice was served on the wrong tenant, in that the contact details (full address) contained within the Notice was incorrect. (If the contact details held on the Council's database for the Tenant whom the Notice was served were correct at the time the Notice was served will not be sufficient grounds for upholding an appeal).

All appeals must be addressed to: Parks Manager, Allotments Department, Neighbourhood Environmental Services, 1<sup>st</sup> Floor, Lewis house, Manvers Street, Bath, BA1 1JG.

## **5. Enforcement Procedure for Serious Breaches of Tenancy**

- 1) Where a serious breach of tenancy has occurred then a Notice to Quit can be issued and tenants will be instructed to vacate the plot within 14 calendar days and their tenancy will be terminated. **Note: there is no appeal process for serious breaches.**

### **Examples of Serious Breaches of Tenancy**

- Sub-letting or selling any part of the allotment plot
- Using the allotment plot for any other purpose than allotment-gardening, e.g. storage of scrap metal, rubbish or any other hazardous material
- Burning plastics, rubber, foam or paint or burning any material originating from outside the allotment site
- Leaving a bonfire burning unattended
- Using carpet and underlay as weed suppressants after 01 April 2018
- Committing any illegal or immoral act, e.g. growing plants which produce an illegal substance, growing invasive species, verbal and physical abuse
- Siphoning water from water trough or standpipe
- Tampering or altering or damaging any communal resource or Council property

## **6. Subsequent Enforcement for Breaches of Tenancy**

- 1) Tenants who have been issued with a Formal Notice for a breach of the same tenancy condition in any consecutive three year period may be liable for immediate eviction proceedings. This applies to any Formal Notices served prior to this amendment.

For example, where a Tenant has failed to keep the allotment plot free of weeds likely to cause a nuisance to neighbouring tenants and the Council has issued an Advisory letter followed by a Formal Notice (as in Part C (3)). If the Tenant has made sufficient attempts to remove the weeds. But in subsequent years, the Tenant repeatedly fails to keep his plot free of weeds likely to cause nuisance the Council reserve the right to evict the tenant for non-compliance.

- 2) Any Advisory letter and or Formal Notice served by the Council on the tenant will remain on Council maintained records for 6 years (from the date on the letter or Notice). This system aims to prevent persistent abusers of the Allotment Rules and may affect any future applications.

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## **Part D Site Infrastructure**

### **1. Vehicles on Allotment Sites**

- 1) It is not permitted to use any allotment garden plot for parking and or garaging of vehicles including caravans and or trailers.
- 2) Tenants are not permitted to park and or leave any vehicle anywhere on the allotment site overnight. Any such vehicles will be considered abandoned under the Clean Neighbourhoods

and Environment Act 2005, Section 10. Tenants may be subject to independent enforcement action and may also be liable for any cost associated with its removal.

- 3) Tenants must not park their vehicle so as to block or hinder access by any emergency or maintenance vehicle access to the allotment site.
- 4) Tenants must not park their vehicle so to obstruct any path or any track for use by other tenants to gain access to their allotment-garden, unless for the purpose of unloading or loading.

### **1a) Exceptional Conditions for Vehicles on Allotment Sites**

Parking is not permitted at Fairfield Valley due to Planning restrictions. Dropping-off facilities and emergency access to the site are available but the dropping-off area this space must not be used for car parking. Allotment holders are strongly encouraged to walk, cycle, or use public transport to get to the site, as parking in the immediate vicinity is very limited.

## **2. Keys and Gates**

- 1) Tenants must ensure that keys are kept in their possession and must not be lent out to any third party.
- 2) Site keys must not be copied without written permission from the Council.
- 3) Loss of site key(s) must be reported to the Council.
- 4) All site keys must be returned on termination of tenancy and the deposit will be refunded.
- 5) All Tenants and authorised persons must enter the allotment site by the designated site entrance(s). Tenants must not make any other means of entrance or exit to the allotment site. Any breach of perimeter hedges or fences must be reported to the Council.

## **3. Site Noticeboard(s)**

- 1) Site Noticeboards erected by the Council are the sole property of the Council.
- 2) Noticeboard keys must not be copied or reproduced without prior written permission of the Council.
- 3) The advertising of produce for sale, either produce grown on the allotment site or brought onto the allotment site is not permitted. The exception is B&NES Allotment Association Trading Hut.

## **4. Arterial Paths and Communal Areas**

- 1) Tenants must not obstruct any road, track or path at any time. Tenants must make sure that these areas are kept clear of obstructions and hazards at all times.
- 2) Emergency, maintenance and Council vehicles need unrestricted access to any part of the allotment site by road, track and or path at all times.
- 3) Tenants must ensure that any deliveries of manure or soil improver do not obstruct any part of road, track or path at any time.
- 4) Tenants are not permitted to deposit waste of any description on any other part of the allotment site, other than within the boundary of their own allotment-garden plot. Tenants are liable for costs incurred for removal and will receive a Formal Notice.

- 5) Tenants must not interfere or change any part of the plot boundaries so to encroach on communal areas.

## **5. Water**

- 1) The Tenant shall not waste or contaminate water. Tenants are not permitted to wash their hands, footwear, utensils, tools and or produce in water troughs.
- 2) Water troughs and or water standpipes are considered a common resource to be shared with surrounding tenants.
- 3) The use of hose-pipes and or sprinklers and or any automated or timed irrigation / watering system and or siphoning of water from water troughs or standpipes, other than from Tenant's own rain water harvesting system, to water crops are not permitted. This is due to current water regulations and the potential water contamination.
- 4) Any tenant who the Council considers to be using excessive quantities of water, or is seen to consistently monopolise the water supply to the detriment of other tenants, will be issued with a Formal Notice. Failure to comply may result in formal eviction proceedings.
- 5) The Council reserves the right to switch off the water supply from November – March, or as requested by the Water Supplier. This is to prevent burst pipes during cold-snaps and avoidable wastage.
- 6) The Council reserves the right to switch off the water supply for a period of time, if necessary for maintenance work or to prevent damage to the water supply infrastructure. Where reasonably practicable Tenants will receive notification if the water supplies are to be affected.
- 7) Tenants are not eligible for rent rebates on sites where water supplies have been temporarily turned off.
- 8) Tenants witnessed or found tampering or altering the connection or the supply to any part of the common resource are liable to receive a Notice to Quit with immediate effect.

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## **Part E End of Tenancy**

### **1. Termination of Tenancy**

- 1) Tenants must give once calendar months' notice if they wish to terminate their tenancy. The Tenant must give written notice to the Council. Either by post: **Parks Manager, Allotments Department, Neighbourhood Environmental Services, 1<sup>st</sup> Floor, Lewis House, Manvers Street, Bath, BA1 1JG**, or, by email: [Council\\_Connect@Bathnes.gov.uk](mailto:Council_Connect@Bathnes.gov.uk)
- 2) There are many reasons why a Tenant decides to give up the allotment-garden plot, e.g. moving 1 mile away from the city boundary, work/ family commitments, loss of interest, too time consuming etc. A Tenant may terminate their tenancy at any time throughout the year
- 3) The Allotments Act 1950 c.31, Section 4 entitles the Council to seek compensation from any tenant in respect to any deterioration of the land caused by failure of the tenant to maintain it clean and in a good state of cultivation and fertility.

### **2. Death of a Tenant**

- 1) The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot and



ensure the plot is adequately prepared in accordance with a normal termination or end of tenancy.

- 2) The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned.
- 3) Relatives are advised that no human or animal remains can be scattered or buried on the allotment garden plot and or the allotment site.
- 4) Upon the death of a tenant, any registered partner or registered co-worker or registered spouse who meets the requirements as in Part A. 5(4): *New Tenants, Eligibility Criteria and Allocation of Plots*.

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## **Part F Feedback, Compliments and Complaints Procedure**

Bath and North East Somerset Council is committed to providing efficient, effective and courteous services to the public.

We aim to meet the customer standards for our organisation and offer the best customer care possible. To do this we need to know whether we're getting it right and how we can improve services for you.

If you are not satisfied with a service, tell us why not and what we can do to improve things. If we are already doing things really well, we would like to hear about that too. Also, we would be interested to hear any suggestions you have for making Bath and North East Somerset Council services even better.

We will listen carefully to what you have to say and respond promptly to your feedback. Any information you provide will be treated confidentially. We aim to deal with complaints impartially, objectively and professionally. Making a complaint will not affect the treatment or services that you or your family receive.

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