

# EASTBOURNE BOROUGH COUNCIL

## ALLOTMENT RULES

### 1 INTERPRETATION

- 1.1 Throughout these Rules the following expressions shall have the meanings given to them below;
- 1.1.1 "Trustee" means the Trustees of Eastbourne Allotments and Gardens Society
- 1.1.2 "Allotments Manager" means the Allotments Manager of Eastbourne Allotments and Gardens Society
- 1.1.3 "Tenant" means the occupier(s) and user(s) of an Allotment Garden who either solely holds or equally shares an equitable interest in the Allotment Garden by way of a formal Tenancy Agreement and shall include both joint tenants who live at the same address as the Tenant and/or a Co-worker
- 1.1.4 "EAGS " means Eastbourne Allotments and Gardens Society
- 1.1.5 "Council" means Eastbourne Borough Council
- 1.1.6 "Co-worker" means any person living at a different address from the Tenant who together with the Tenant shares responsibility for and looks after the Allotment Garden
- 1.1.7 "Allotment Site" refers to the whole area of land that is used to provide individual Allotment Gardens all of which are managed on behalf of the Council by EAGS
- 1.1.8 "Allotment Garden" refers to that part of an Allotment Site that is let to the Tenant for the purpose of gardening
- 1.1.9 "Due Date" means 10th May in any year
- 1.2 Words in these Rules implying the singular shall where the context permits include the plural and vice versa and words in these Rules of the masculine gender shall include the feminine gender and vice versa
- 1.3 Where the Allotment Garden is the responsibility of more than one person every rule and obligation that is referred to and contained in this document and which requires the Tenant to do or not to do something shall also apply equally to any other person using working with or entering the Allotment Garden with the Tenant at any Allotment Site

### 2 THE TENANCY

- 2.1 The Tenancy for an Allotment Garden shall be between EAGS as agent for Eastbourne Borough Council and the Tenant however the Council reserves the right as landowner of the Allotment Site to take independent action against a Tenant for any breach of these rules or their letting agreement
- 2.2 The rent and any other charges for an Allotment Garden including water may be reviewed and revised annually and any new rent or charge may be charged to the Tenant from 1st April next
- 2.3 2.3.1 Rent shall be payable for the 12 month period from April 1<sup>st</sup> until March 31<sup>st</sup> of the following year. Invoices for payment will be sent by EAGS prior to April 1<sup>st</sup> to the address provided by the Tenant to EAGS. Payment may be made either by cash, cheque, or Bank Credit Transfer
- 2.3.2 Rent and charges shall be paid by May 10<sup>th</sup> 40 days from April 1<sup>st</sup>

- 2.3.3 Payments not received by May 10<sup>th</sup> will be levied with a 'late payment charge' of no less than £10.00 or as may be amended by the Trustees from time to time
- 2.3.4 Should the Tenancy be terminated during the 12 month period no rent refund shall be payable to the Tenant
- 2.4 Tenants commencing a letting after 1st April in any year shall pay a proportion of rent and charges for the period from the commencement date of the letting to 31st March next inclusive upon signing the Tenancy Agreement and in any event prior to the occupation of the Allotment Garden.
- 2.5
- 2.5.1 All Tenants whether taking on a new Allotment Garden transferring their interest in an Allotment Garden or taking on an additional Allotment Garden will be required to pay a deposit to EAGS who will keep the deposit amount in a separate holding account until the tenancy comes to an end
- 2.5.2 For the avoidance of doubt and regardless of how the tenancy is ended all interest earned on the deposit amount held by EAGS shall belong absolutely to EAGS and only the initial deposit amount shall be returned to the Tenant
- 2.5.3 Should an Allotment Garden be left in an unacceptable condition the Tenant's deposit may be forfeited to EAGS and EAGS shall have the right to use any or all of the deposit monies towards the cost of clearance of either the Allotment Garden and or the Allotment Site
- 2.5.4 Any debt outstanding upon termination of a tenancy for whatever reason must be paid to EAGS by the outgoing Tenant within 30 days of being invoiced failing which recovery action shall commence
- 2.6 Rent and charges paid to the Trustees and proper discharge of the Tenant's responsibility shall be considered by the Council to be a valid discharge of all of the Tenant's financial liability to the Council in respect of their occupation and use of an Allotment Garden

### **3 TERMINATION**

- 3.1
- 3.1.1 A Tenant may terminate their tenancy by giving at least one month's notice in writing, including e-mail
- 3.1.2 All such notices to terminate must be sent to the Allotments Manager at EAGS offices in Gorringe Road, Eastbourne, East Sussex, BN22 8XL
- 3.2
- 3.2.1 Upon the death of a Tenant the tenancy of any Allotment Garden will terminate after two months
- 3.2.2 Only a spouse, partner or child of the deceased Tenant ("next of kin") may apply to continue to use the allocated Allotment Garden on the basis that they will be a new Tenant provided they reside within the Borough of Eastbourne and subject to an application for the transfer of the Allotment Garden being received and formally agreed in writing by the Trustees
- 3.2.3 Items of equipment remaining at an Allotment Garden after the death of a Tenant shall become the responsibility of the Executor / Legal Administrator of the deceased tenant
- 3.2.4 Where the Executor / Legal Administrator are not present or do not make an application for the transfer of the Allotment Garden before the termination date then the Allotment Garden shall be returned to EAGS who shall treat the Allotment Garden as vacant and any next of kin that had not previously made themselves known shall have no further right to object to this action or interest in the Allotment

- 3.3 Should an Allotment Plot be let with a Tenant and a Co-worker and the Tenant terminates the Tenancy the Co-worker shall be able to become the Tenant of that Allotment Garden
- 3.4 The tenancy may also be terminated by the Trustees by re-entry after one month's notice if:
- 3.4.1 the rent and other charges are in arrears for not less than 40 days
  - 3.4.2 the Tenant not less than three months after the commencement of the Tenancy is not duly observing these Rules
  - 3.4.3 the conduct of a Tenant whilst on the Allotment Site is deemed unacceptable by the Trustees acting reasonably provided that the Tenant has previously been warned in writing about their conduct and has failed to take appropriate action
  - 3.4.4 Should a Tenant fail to maintain a good standard of cultivation, the Allotments Manager will serve in writing a Compliance Notice, giving 30 days for improvement. Failure to improve the condition of the Allotment Garden shall lead to a Notice to Quit being served
- 3.5 The Trustees may also terminate the Tenancy at any time by giving the Tenant at least twelve months' notice in writing
- 3.6 Where a Tenant has a grievance they shall give notice of their grievance in writing, or by e-mail, to the Allotments Manager, who shall advise the Trustees and the General Committee of the grievance. The Trustees and the General Committee of the EAGS shall review the grievance by discussion and a decision made by majority of those present. The decision of the General Committee will be given to the Tenant in writing

#### **4 RESPONSIBILITIES OF TENANTS**

- 4.1 Eastbourne Borough Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of Allotment Garden Tenants.
- 4.2 Tenants must not discriminate against, harass, bully or victimise any person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 4.3 Any complaints regarding harassment and/ or discrimination should be forwarded to the Allotments Manager, who shall refer the complaint to the Trustees and the General Committee, and to the Eastbourne Borough Council if necessary. Should the complaint be upheld it will be grounds for immediate termination of the tenancy.
- 4.4 Any use of violence, or threats of violence, or damage, or stealing to another Tenant or Allotment Garden or EAGS Staff will be grounds for immediate termination of the tenancy and possible prosecution
- 4.5 The Allotment Site shall not be used for any illegal, immoral, or anti-social purposes. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination and possible prosecution
- 4.6 The Tenant shall be aged 18 years or more and shall provide evidence should this be required
- 4.7 The Tenant shall not underlet, assign or part with possession of their Tenancy of an Allotment Garden or any part of it

- 4.8 4.8.1 The Tenant shall use the Allotment Garden as  
a) an allotment for cultivation, or  
b) a leisure garden on terms approved in writing by the Trustees
- 4.8.2 The Tenant shall not use the Allotment Garden for any other purpose
- 4.8.3 The undertaking of vehicle maintenance or repair is not permitted on the Allotment Site.
- 4.9 No business trade or profession whatsoever may be operated on or from an Allotment Garden
- 4.10 No soil may be removed from an Allotment Garden.
- 4.11 4.11.1 The Allotment Garden shall at all times be maintained in clean and orderly condition and in a good state. At least 25 percent of the Allotment Garden should comply within 6 months, 50 percent within 12 months, and 100 percent worked at 24 months of taking up the tenancy. Hard landscaping should not exceed 25% of the plot area.
- 4.11.2 Weeds, grasses and their seeds shall be prevented from spreading to other Allotment Gardens.
- 4.12 4.12.1 The Tenant shall not cause or permit any nuisance or annoyance of any kind, whether it is statutory or otherwise, to the occupier of any other Allotment Garden or to any person occupying or using land adjacent to the Allotment Site or which in the opinion of EAGS or the Council constitutes any nuisance or annoyance which shall include but not be restricted to the playing of radios or other forms of amplified sound or musical instrument
- 4.12.2 Tenants shall not obstruct or encroach on any path or roadway at any time within the Allotment Site set out for the use of the occupiers of the Allotment Gardens
- 4.12.3 The Tenant shall provide a 300mm wide strip on each side of the Allotment Garden to be used as a shared access path with a resultant 600mm wide pathway to be shared with the adjacent Allotment Garden
- 4.12.4 Fencing shall be permitted on Allotment Gardens but shall not obstruct the view into the Allotment Garden in order to facilitate inspection. Fences shall not be erected on the boundary between plots but shall be sited 300mm in from the plot boundary so as to leave the path intact
- 4.13 4.13.1 Bonfires within Allotment Gardens shall be permitted shall be limited to the burning of dry and or diseased vegetation where the weather conditions and wind direction are such that the requirements of the preceding rule 4.12.1 are not contravened
- 4.13.2 Under no circumstances are bonfires to be left to burn unattended or in an unsafe manner
- 4.13.3 The use of BBQs is permitted on the Allotment Site as long as they do not create a level of noise, nuisance, and smoke which interfere with fellow Allotment Tenants or neighbouring houses. Under no circumstances are BBQs to be left to burn unattended or in an unsafe manner
- 4.13.4 The bringing in and burning of any unauthorised material or rubbish on bonfires which may be lit in accordance with rule 4.13.1 is prohibited. EAGS and / or the Council reserve the right to take legal action against any Tenant who may contravene this rule
- 4.14 4.14.1 The Tenant must not deposit or allow other persons to deposit anywhere within an Allotment Site or Allotment Garden asbestos or any refuse or other articles not required for the proper cultivation of an Allotment Garden (except manure or compost in such

quantities as may reasonably be required for use in cultivation) or place any material or matter in the hedges or ditches within the Allotment Site of which an Allotment Garden forms a part or on any adjoining land

- 4.14.2 Carpets, tyres and other similar and / or toxic materials must not be brought into an Allotment Site or Allotment Garden at any time
- 4.14.3 Allotment Tenants must not plant any invasive plant species, such as Japanese Knotweed, Himalayan Balsam, Giant Hogweed, within the Allotment Site or Allotment Garden
- 4.14.4 Any permanently planted trees shall be on dwarf or semi-dwarf rootstock and must be planted so as not to cast any shadow over neighbouring Allotment Gardens or neighbouring residents' gardens and can be removed at any time at the discretion of the Trustees. The total combined area of all the fruit tree crowns shall not exceed 33% of the total Allotment Garden area
- 4.14.5 If a Tenant is found to be in contravention of the provisions of clause 4.14 they will be required to immediately remove all such materials at their own expense and to the satisfaction of the Trustees
- 4.14.6 The Tenant shall on demand pay the cost of removal of any item(s) left in contravention of rule 4.14 if those item(s) are not removed by him within 28 days of being given notice by the Trustees to remove them
- 4.15 4.15.1 The Tenant may cut or prune any vegetation growing on their Allotment Garden but may not cut or prune any vegetation growing adjacent to their Allotment Garden without the written consent of the Trustees
- 4.15.2 The Tenant shall not remove any tree from his Allotment Garden without the written consent of the Trustees
- 4.15.3 The Trustees may remove from an Allotment Garden any tree, bush or shrub which in their opinion interferes with the enjoyment of any other Allotment Garden
- 4.16 The Tenant shall not use barbed wire for any purpose and none shall be brought onto the Allotment Site or Allotment Garden
- 4.17 A pond shall be allowed on any Allotment Garden providing the pond is no larger than 1.5 square metres and shall be no deeper than 50cm
- 4.18 The Tenant must display the PLOT NUMBER of his Allotment Garden on the Allotment Garden in a prominent position
- 4.19 4.19.1 No shed, greenhouse, polytunnel, summerhouse, or other structure shall be erected on an Allotment Garden without the prior written approval of the Trustees. Only one of each structure shall be erected on an Allotment Garden
- 4.19.2 All structures authorised in accordance with rule 4.19.1 must be regularly maintained and kept in good condition
- 4.19.3 The maximum size of a structure shall be 3m x 2.4m for a shed, 3m x 3m for a summer house, 9 square metres for a greenhouse and 40 square metres for a polytunnel
- 4.19.4 No cement or concrete shall be used on an Allotment Garden
- 4.19.5 The Trustees reserve the right to serve notice on a Tenant in the event that any structure not authorised in accordance with rule 4.19.1 or maintained in accordance with rule 4.19.2.

is placed within an Allotment Garden

- 4.19.6 Provided that more than six weeks have passed from the date of service of the notice and only where the Tenant has failed to take any action, the Trustees may enter the land and remove all structure(s) that is/are unauthorised or in poor condition and recover the costs of doing so from the Tenant as a debt due to the Trustees
- 4.19.7 No caravan or motor home shall be located within an Allotment Garden or any other place within the Allotment Site
- 4.19.8 No vehicle shall be left parked on the Allotment Site overnight
- 4.20 No person shall be permitted to remain on an Allotment Garden or within an Allotment Site overnight nor to use the Allotment for any residential purposes whatsoever
- 4.21
  - 4.21.1 The Tenant shall be responsible for any person or animal accompanying him onto the Allotment Site and / or Allotment Garden and shall ensure that any such person or animal does not cause any nuisance or annoyance to any other Tenant of an Allotment Garden
  - 4.21.2 The Tenant shall at all times maintain full and proper control over any child accompanying the Tenant and will not permit any child to go near to or play within any ditch on an Allotment Site nor to enter any Allotment Gardens without the permission of the Tenant of that Allotment Garden
  - 4.21.3 The Tenant shall at all times conduct themselves in a reasonable and proper manner and will ensure that they do not display or become involved in any threatening behaviour whether physical or verbal against any other person whilst on an Allotment Site
- 4.22
  - 4.22.1 No livestock (except hens and rabbits) shall be kept on or within an Allotment Garden
  - 4.22.2 Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must obtain prior permission from the Trustees and must comply with any husbandry conditions laid down by (and obtainable from) the Allotments Manager. Failure to do so may lead to termination of the tenancy
  - 4.22.3 No more than a maximum of 10 hens may be kept and no cockerels. Rabbits may not exceed a maximum of 2 females and 1 male.
  - 4.22.4 No more than 25 percent of the total Allotment garden area may be used for keeping hens or rabbits. The area must be securely and adequately fenced to the satisfaction of the Trustees. Structures must comply with EAGS specifications
  - 4.22.5 Bees may only be kept within an Allotment Garden subject to receiving the Trustee's prior written approval and be properly contained
- 4.23
  - 4.23.1 No animal shall be brought onto an Allotment Site by a Tenant unless it is on a lead and any such animal shall be discouraged from fouling the Allotment Site and the Allotment Gardens located there
  - 4.23.2 The Tenant is responsible for making sure that any excrement is removed from the Allotment Site and Allotment Garden
- 4.24 The Trustees shall have the right to refuse admittance to any person other than the Tenant or a member of his family or partner to an Allotment Garden unless that person is accompanied by the Tenant or a member of his family or partner

- 4.25 It is the responsibility of the Tenant to immediately inform the Trustees of any change to his contact details
- 4.26 4.26.1 Water obtained from a standpipe shall be used only for the watering of garden crops on the Tenant's Allotment Garden
- 4.26.2 The water supply shall be turned off from November 1<sup>st</sup> until February 28<sup>th</sup> each year
- 4.26.2 Hose pipes must be hand held operated only and Tenants may not use sprinklers or other watering devices of a similar nature and shall not be permanently connected to standpipes
- 4.26.3 The washing of any vehicle on an Allotment Site is prohibited
- 4.27 4.27.1 The Tenant shall ensure that all gates through which they have entered and exited on an Allotment Site are locked securely
- 4.27.2 The Tenant shall not tamper with any locks and chains affixed to these gates
- 4.27.3 The Tenant must as soon as practicable report to the Allotments Manager, or in the Allotments Manager absence a Trustee, all apparent security problems relating to the Allotment Site
- 4.28 4.28.1 The speed of any motor vehicles used within the Allotment Site shall not exceed five miles per hour
- 4.28.2 The Tenant shall not obstruct any roadway, path or means of access within the Allotment Site at any time and any motor vehicle used within an Allotment Site shall not be parked in such a manner so as to obstruct the passage of any other vehicle
- 4.28.3 In the event that a Tenant is in breach of 4.28.2 the Trustees may remove all structures not belonging to EAGS remaining on the Allotment Garden at the expense of the Tenant
- 4.28.4 If rule 4.28.3 is not adhered to then rent and water charges for the Allotment Garden will continue to be payable by the Tenant until the termination of the tenancy
- 4.29 The Tenant shall give back an Allotment Garden at the determination of the tenancy in a clean and tidy condition and free from weeds. Any dilapidated structures, including sheds, greenhouses, polytunnels shall be removed from the allotment prior to termination of the tenancy
- 4.30 Any duly authorised officer of the Council and any of the Trustees including the Allotments Manager and those appointed by the Allotments Manager may enter and inspect an Allotment Garden at any time
- 4.31 The Tenant may not use any boundary fence of an Allotment Site or Allotment Garden to support structures, fruit bushes, trees or any crops or as part of an enclosure for compost or similar materials. A 1 metre gap shall be left between any Allotment Site boundary fences and Allotment Garden structures, fruit bushes, trees, or any crops
- 4.32 The Tenant shall ensure that he does nothing on the Allotment Garden or Allotment Site that could cause injury or harm to:
- 4.32.1 himself
- 4.32.2 a person accompanying him
- 4.32.3 the occupier of any other Allotment Garden

4.32.4 a person accompanying the occupier of any other Allotment Garden

4.32.5 an officer of the Council or the Trustees including the Allotments Manager or any other person who has access to the Allotment Site whether authorised or otherwise

## **5 NOTICES**

5.1 Any notices required to be given to the Tenant may be served either personally or by leaving it at his last known address or by fixing it in some conspicuous manner on his Allotment Garden

5.2 Any notices required to be given by the Tenant shall be in writing, including email, or where notice is given verbally written confirmation must be provided within 14 days and be signed and dated by the Tenant and sent to the Trustees at their offices in Gorringe Road, Eastbourne, East Sussex, BN22 8XL

## **6 ADDITIONS OR AMENDMENTS**

6.1 The Trustees may at any time add to or amend these Rules but shall within 56 days of such addition or amendment send notice of the changes to all Tenants

## **7 MANAGEMENT AGREEMENT**

7.1 If at any time the Management Agreement between the Trustees and the Council expires or is determined the term "Trustees" throughout these Rules shall be replaced whenever it appears by "the Council" and consequential amendments to these Rules shall be implied to recognise the changes in management