



# Folkestone Town Council

## **Allotment Rules**

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# 1 Definitions and Interpretations

"The Council"	means Folkestone Town Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.
"Allotments"	means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.
"Allotment Tenant"	means any person, 18 years or older and residing within the area of Folkestone, who is thereby entitled to rent an allotment plot situated within one of the Council's allotment sites.
"Allotment Plot"	means an area of land, of various sizes, within each allotment site, that is available to rent for an annual sum.
"Allotment Rent"	means the annual charge for renting an allotment plot for 12 months, from the 1 <sup>st</sup> April to 31 <sup>st</sup> March. This charge is reviewed annually by the Council, and any increases will be notified in writing prior to invoices being sent.
"Minimum Charge"	means the minimum invoice amount that will be issued by the Council.
"Tenancy"	The tenancy is a yearly tenancy starting on the 1 <sup>st</sup> of April in the year specified in the tenancy agreement.

## **2 Eligibility Criteria and Allocation of Plots**

- 2.1 To be eligible for an allotment a person must be 18 years or older and resident within the Town of Folkestone (Allotments Act 1908 Section 23 (1)).
- 2.2 The Council will supply information regarding available plots, on a site by site basis, to allow applicants to visit and inspect potential plots before making a decision to confirm their interest in a particular plot.
- 2.3 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.
- 2.4 All allotment plots are let on an as seen basis, there is one waiting list. The Council is not able to carry out improvement or clearance works for new tenants.
- 2.5 When a vacant plot is not available, the Council operates a Waiting List for each site. When a plot becomes vacant the person on the top of a list is given first refusal for the tenancy. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”.
- 2.6 The Council rents out plots of various sizes, and due to the increasing demand for allotment plots the Council is splitting a number of larger plots in order to increase the availability of space to prospective tenants. New tenants are being restricted to being able to rent a plot, according to what becomes available at the time. Existing tenants who currently rent more than one plot will not be affected, but will not be allowed to increase their holding, or retain this larger number of plots if they make an application to change sites.
- 2.7 Each allotment tenancy will be leased in the name of one person only, even if more than one person works on the plot. There will be no automatic right of inheritance. However, the other person can make a representation to the Council, before the tenant vacates the plot, seeking the Council's agreement to take over the tenancy. The Council will consider such representations on a case-by-case basis.
- 2.8 Plot allocation is restricted to the equivalent of two average size (126m<sup>2</sup>) plots per household. Tenants cannot go back on the waiting list for additional plots.

### 3 Allotment Tenant Responsibilities

- 3.1 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to cause a nuisance to neighbouring plots. (See 6.3).
- 3.2 Tenants must only use their allotment plot for their own personal use and must not use their plot to carry out any business or grow produce for profit. Breach of this rule by any tenant may result in immediate termination of the tenancy by the Council.
- 3.3 The tenant shall not deposit, or permit to be deposited any refuse, rubbish or extraneous<sup>1</sup> matter on their plot, or any other part of the allotment site. All waste from the permitted allotment activities shall either be composted on the plot or burnt as outlined in 3.4.
- 3.4 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders. Under the **Environmental Protection Act 1990** it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore, the tenant must conform to the following requirements:
- No bonfires are permitted between 1 April and 31 August
  - From 1 September to 31 March, bonfires are permitted on Tuesdays after 12pm and the first and third Saturday of the month after 12pm.
  - Bonfires must be extinguished, if not burnt out, by dusk.
  - When permitted, only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift etc)
  - When permitted, only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots.
  - Do not set fire to massive piles of materials but start with a medium stack and add further material in stages.
  - Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
  - In the event of a reasonable complaint, from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.
  - All fires must be contained within an incinerator. No open fires are permitted.
  - Breach of this rule by any tenant may result in immediate termination of the tenancy by the Council.

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<sup>1</sup> Any matter which is not relevant/essential/pertinent to the use of an allotment.

- 3.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths, communal thoroughfares and roadways.
- 3.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area.
- 3.7 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment sites.
- 3.8 The tenant shall not plant conifers or trees that are non-fruiting or have nonedible fruits. When planting fruit trees the tenant must use dwarf rootstock.
- 3.9 The tenant shall not, without the written consent of the Council, plant a hedge or install any type of fence around or on their plot (see section 5.11).
- 3.10 The tenant is permitted to bring dogs onto the allotment site, however, for health and safety reasons any such dogs must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.
- 3.11 The tenant shall not keep or allow other persons to keep animals or livestock (except hens or rabbits, but not cockerels) on their allotment plot. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to demonstrate that this can be done in a way that is not detrimental to the health of the animals or fish and will not cause a nuisance to other allotment tenants - S12 Allotments Act 1950 see also the Animal Welfare Act 2006.. Any structure required to keep hens or rabbits on a plot is subject to the provisions of Section 5 of these rules.
- 3.12 Poultry keepers will be required to provide proof that their bird(s) is/are registered with DEFRA.
- 3.13 The tenant shall not be permitted to keep bees and beehives on the allotments, without the written consent of the Council. The tenant will need to demonstrate that they are properly qualified, and that bee keeping will not cause a nuisance to other allotment tenants.
- 3.14 The tenant shall not alter or permit anyone to alter the water supply system on the allotments provided by the Council and shall not connect or permit to be connected a hose pipe to the water taps.
- 3.15 Tenants that are elderly or have a disability that makes it hard to carry water to their plots may be allowed to use a hose pipe to fill their water butts if they make representation to the Council on an annual basis. They must also show that they have made attempts to collect rainwater on their plots before they will be allowed to do so.

- 3.16 That tenants could be allowed to use hose pipes to fill their water butts only in dry periods of weather during the months of June, July and August when the Town Council has permitted this by placing a notice in the Allotments notice boards. Provided that a hose pipe ban has not been enforced by the Water Authorities.
- 3.17 All tenants should endeavour to install rainwater collection systems, eg plastic water butt to collect rain water.
- 3.18 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their Allotments (including any structure shed or greenhouse). Breach of this rule by any tenant may result in immediate termination of the tenancy by the Council.
- 3.19 The Council reserves its right to change the allotment rules from time to time but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site notice board or by letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.
- 3.20 Disputes and Tenant behaviour
- 3.19.1 Any disputes between tenants should be referred to the Council and the decision of the council will be binding on all tenants involved in the dispute
- 3.19.2 Tenants shall not at any time use offensive language or offensive / aggressive behaviour towards other tenants, Council Officers or members of the public. The Council shall reserve the right to issue one month's Notice to Quit if this condition is not adhered to.
- 3.19.3 The Council operates a complaints procedure, and details of this can be obtained from the Council, or via the Council website.
- 3.21 The tenant shall not, without the written consent of the Council, install or resize a pond on their plot(s). Requests relating to ponds on allotment plot(s) will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:
- Size of allotment plot
  - Proposed size of pond (max 1.5m & 50cms deep with sloping sides)
  - Proposed location of pond including proximity to communal paths and roadways (minimum distance away 2m).
  - Safety and Risks (the tenant must manage the risks to children & others that may enter the allotment site including providing signage and fencing)
  - Ponds must not be allowed to stagnate.

- 3.22 The tenant is required when entering or leaving the allotment site to lock the gate behind them.
- 3.23 The tenant will not use sunken baths or tanks for water or any other use. Baths being brought onto allotment land will be considered waste and tenants will be given notice to remove them.
- 3.23 Tenants are not permitted or allowed to bring carpets, underlay, tyres or any other household good that is not allotment friendly onto the allotment site, or to be used on any allotment plot in any way.
- 3.24 Pesticides, herbicides and inorganic fertilisers can be helpful when clearing and cultivating an allotment, however they can also be hazardous and have environmental implications. Council recommends trying to minimise the use of pesticides, herbicides and inorganic fertilisers, or reduce the levels of use over time. If wishing to use any of the above, tenants must complete an Allotment Chemical Use Permission Request Form. On receipt of the form Council will consider giving permission subject to tenants:
- a) putting up a notice on the plot detailing exactly what product is being used to advise tenants with Children or Pets to take all reasonable care and to ensure that other plots, grass roads and paths, hedges and trees are not adversely affected, and make good or replant as necessary should any damage occur.
  - b) selecting and using pesticides, whether for spraying, seed dressing or for any other purpose, whatsoever; so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests.
  - c) following the instructions for use carefully and complying at all times with current pesticide regulations and the law which requires only approved pesticides to be used.
- 3.25 The tenant is the legal possessor of an allotment, which comes with a duty of care under the Occupiers Liability Act 1957 (and the 1984 Act in relation to trespassers). Therefore, tenants must assess all potential hazards on the allotment and ensure that anything that may be dangerous to visitors (and trespassers) is removed.
- 3.26 Tenants need to hold appropriate public liability insurance cover (usually covered by home contents insurance). Alternatively, please make enquiries with the Association of your site to see if you become a member, whether you would be covered by their public liability insurance.

## 4 Council Responsibilities

- 4.1 The Council will provide and maintain computerised allotment records in accordance with the **General Data Protection Regulations**. The Council will also provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via telephone, 01303 257946 and via the Council's website, [www.folkestone-tc.gov.uk](http://www.folkestone-tc.gov.uk)

- 4.2 The Council will provide and manage a notice board on each allotment site and will permit allotment tenants and societies to use it to display suitable and relevant notices.
- 4.3 The Council will encourage and work with allotment associations and will endeavour to attend meetings when requested.
- 4.4 The Council will promote best practice on all its allotment sites and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.
- 4.5 The Council will provide, and maintain in good working order, a water supply to every site, with water access points spaced around the site. The Council will arrange to have the water supply turned off during the winter months (between the beginning of November and late March each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock. Breach of this rule by any tenant may result in immediate termination of the tenancy by the Council.
- 4.6 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant, at the start of their tenancy, is provided with an access gate key (£10 administration charge required, non-refundable) for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. All keys provided by the Council remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.
- 4.7 The Council will arrange for ground maintenance operations to be carried out on every site through its Grounds Maintenance contracts. This will include grass cutting on all the roads, (but not the small paths between plots) and the boundary hedge.

## **5 Buildings and Structures**

- 5.1 On receipt of an Allotment Structure Permission Request Form from tenants, the Council will consider giving permission to erect one shed and one greenhouse subject to the size of the plot. Greenhouses are to be no larger than 10'0" (3.05m) x 8'0" (2.44m) and sheds no larger than 8'0" (2.44m) x 6'0" (1.83m). Written permission from the Council is also required to erect any further provision or structure, such as poly tunnels and hen houses. Should permission be granted for additional or larger structures planning permission may be required.
- 5.2 The Council's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.



- 5.3 All buildings and structures on allotments must only be used in connection with the use of allotment plots.
- 5.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith
- 5.5 Buildings and structures must not be installed on a permanent base.
- 5.6 When a tenancy ceases on a plot, the tenant will be expected to remove their buildings and structures from the allotment site before their plot is re-allocated. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.
- 5.7 Tenants must not remove, demolish or alter in any way sheds or structures provided by the Council and the Council is not liable for loss or damage to any contents stored in sheds and structures owned by the Council.
- 5.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, propane/LPG gas, lubricants or other inflammable materials. Any weed killers or poisonous liquids should be clearly labelled.
- 5.9 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any allotment plot. Where possible all compostable material should be composted in an agreed compost area managed by the Allotment Association and contents burned under a controlled environment following receipt of permission from Folkestone Town Council.
- 5.10 Tenants are required to clear any broken glass from their plot and to ensure no sheets of glass are stored on the plot, unless they are framed in some way, to protect themselves and others from sharp edges.
- 5.11 The tenant can apply, in writing to the Council, for written consent to allow fencing to be erected around his/her plot for the protection of his/her crops, but, the tenant must not obstruct any of the paths around the allotment site. Such fencing and gates shall:
- Not exceed 1 metre in height
  - Be properly constructed and anchored to the ground
  - Not involve any sharp edges or rusty metal.
  - Not encroach onto paths which should be at least 1 metre wide

- 5.12 The Council operates a no smoking policy in all shared buildings and structures in accordance with **the Public Health (Tobacco) Act 2006**. Where applicable, 'No Smoking' signs will be displayed in clear view. These signs must not be obstructed, tampered with or removed.
- 5.13 The Council reserves the right to request the removal of any structures or objects that is not in keeping with Allotments Buildings and Structures. i.e. unsightly objects not in keeping with the Allotments which cause a nuisance to neighbours or neighbouring plot holders.
- 5.14 Erection of tents, yurts and other temporary structures, as well as daytime and overnight camping, are not allowed on allotment land.
- 5.15 No motor vehicles are allowed on allotment land without permission from Council. Motor vehicles may not be parked overnight or deposited on allotment land. Caravans, Motorhomes and live-in vehicles are not permitted on any allotment land.

## 6 Site Management

- 6.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.
- 6.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers and members to meet allotment tenants, and to receive feedback.
- 6.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:
- A minimum area equal to 80% of the total plot should be cultivated and in active use during the main growing season (March to September)
  - The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum cultivation area is obtained.
  - Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass. The minimum cultivation rule is still expected.
  - The Council will allow new tenants a reasonable period of time to reach these standards, especially if they have taken over a plot in poor condition.
- 6.4 Any site problems should be reported to the Council as soon as possible.

- 6.5. If it appears to the Council that the plot has not been cultivated, the tenant will receive a non cultivation letter giving them 14 days to respond. A maximum of two non cultivation letters will be sent to the tenant within a 12 month period, if after a reasonable period of time the plot is still uncultivated the Council shall reserve the right to issue one month's Notice to Quit.
- 6.6 Due to the coronavirus pandemic there are strict rules set down by Government regarding hand washes and social distancing that Council must ensure its tenants adhere too, tenants are therefore expected to regularly check the allotment noticeboards for updates and additional rules not covered within this document that must also be obeyed.

## 7 Termination of Allotment Tenancy Agreements

- 7.1 Tenants will have many reasons to terminate their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year when the cancellation is at the request of the tenant.
- 7.2 The Council reserves the right to terminate an allotment tenancy via one month's written Notice To Quit pursuant to **Section 30 (2) of The Allotment Act 1908** if:
- 7.2.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
  - 7.2.2 It appears to the Council that the Tenant of an allotment, after the commencement of the tenancy thereof; is resident outside the Town for which the allotments are provided.
  - 7.2.3 It appears to the Council, not less than three months after the commencement of the tenancy thereof, the Tenant is not duly observing the rules affecting the allotment plot/site (**The Allotment Act 1908 Section 28**), or any other term or condition of his/her tenancy.
- 7.3 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice To Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.
- 7.4 In extraordinary circumstances, the Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months notice in writing pursuant to **Section 1 of the Allotments Act 1922**. In all other circumstances

the Council shall give tenants 12 months written Notice To Quit expiring before 6<sup>th</sup> April or after 29<sup>th</sup> September in any year.

- 7.5 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

## **8 Charges**

- 8.1 At the end of January each year tenants will be sent an invoice in advance for allotment rent and a Tenancy Agreement covering the forthcoming year - 1<sup>st</sup> April to 31<sup>st</sup> March. Invoices are on a strict 30 day payment term, should full or partial payment (if paying quarterly) not be received within this time frame it will be assumed that a new tenancy is not required and the plot will be offered to someone on the waiting list. New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until the 31<sup>st</sup> March. After that they will receive the annual invoice in January.
- 8.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in January, giving them 3 months notice of the introduction of any new allotment charges.
- 8.3 Tenants wishing to pay allotments charges quarterly can do so only if they apply to the Council in writing; however they will be required to pay an administration charge of £10 per annum, unless otherwise agreed in writing, paid in advance with the first quarters rent. The tenant is reliable for keeping up with his/her payments. See section 7.2.1 for rent arrears.
- 8.4 All new tenants will be required to pay a £50 deposit which will be returned at the end of the tenancy if the allotment is returned cleared ready for a new tenant to occupy.

## **9 Change of Address and Notices**

- 9.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details. Tenants will be required to surrender the tenancy of their plots if their new address is outside the town boundary, save in exceptional circumstances.
- 9.1 Notices to be served by the council on the tenant may be:
- a) Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered', or
  - b) Served on the Tenant personally or

c) Left on the Allotment plot

- 9.1 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post; **Interpretation Act 1978 Section 7.**

If you have any queries about these rules, please contact the Allotment Manager on 01303 257946 or [ian.bishop@folkestone-tc.gov.uk](mailto:ian.bishop@folkestone-tc.gov.uk)

**Breach of any of these rules by any tenant may result in the termination of the tenancy by the Council unless an exception has been approved following a request made in writing by the tenant.**

**The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment sites.**