



WORTHING BOROUGH  
COUNCIL

# **Worthing Borough Council**

## **Humber Avenue Allotment Rules and Conditions**

**2<sup>ND</sup> OCTOBER 2013**

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## 1. APPLICATION

- 1.1 These rules and conditions are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all allotment Tenants, and members of Groups to whom Group tenancies have been granted.
- 1.2 Where allotment tenancies are granted to Groups, those with residual permission to keep livestock, and beekeepers, there are additional rules and conditions issued by the Council (**see sections 19, 20 and 21**).
- 1.3 In addition all Tenants and members of Groups to whom tenancies have been granted must observe and comply with any additional or alternative rules or regulations which the Council may make from time to time, and which will be displayed on notice boards and/or sent with rent invoices or at any other time.

## 2. TERMS AND INTERPRETATION

- 2.1 In these Rules and Conditions the words used are to have the following meaning:-

ALLOTMENT	A plot of land let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
MINI-PLOT	A smaller than usual sized allotment plot, with additional limitations in use.
THE COUNCIL	Adur & Worthing Councils
CONTRACTOR	Company appointed by the Council to administer the allotment service at any time.
SITE	An allotment site provided by the Council.
RENT	The annual rent payable for the tenancy of an allotment.
RENEWAL NOTICE	Any notice of renewed rental charges.
DRIVE/ HAULAGE WAY	The common roadways within the site for vehicular and pedestrian access to allotments.
TENANT	A person or Group who holds an agreement for the tenancy of an allotment.
TENANCY AGREEMENT	A legally binding written document which records the terms and conditions of letting a particular allotment to an individual Tenant or Group.
OVERSEER	A Tenant with limited delegated duties who acts as an intermediary between other Tenants and the Council.
ASSOCIATION	Worthing & District Allotments & Gardens Association

### **3. ASSIGNMENT, SUBLETTING AND CO WORKING**

- 3.1 An individual tenancy of an allotment is personal to the Tenant named in the agreement. In the case of Group tenancies the tenancy belongs to the Group itself, not the individual named signatory of the tenancy.
- 3.2 The Tenant may not assign, sublet or part with possession or control of all or any part of the allotment.
- 3.3 The Tenant may share the cultivation with another party by registering a named Co-worker. Co-workers must sign a Co-worker agreement (**APPENDIX 1**) countersigned by the Tenant and sent to the Council. Spouses do not need to complete the Co-Worker agreement. No Tenant having the tenancies of more than five plots may be allowed to have a Co-Worker; numbers of plots should be reduced first, allowing the Tenant to cultivate on his or her own before being allowed assistance.
- 3.4 Co-workers will have authority to tend the allotment plot on his or her own. Co-workers will also have the right to be in possession of an allotment gate key. These can be obtained from the Council. A £10.00 refundable deposit is payable on collection of a gate key.
- 3.5 Co-workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the Tenancy. The Tenant therefore is responsible for the co-worker's actions at all times, and both would have to vacate the plot if the tenancy was terminated.
- 3.6 Co-workers or Tenants may end a Co-working agreement at any time, however only the Tenant can relinquish the plot. The Council must then be informed in writing in either case.
- 3.7 Should the Tenant decide to relinquish the plot, consideration will be given to the named Co-worker having first refusal of taking over the Tenancy, but only if they have been a recognised co-worker for 3 years, and providing that no cultivation reminders have been issued for that plot during that 3 year period. Current waiting list sizes shall also be considered before any decision regarding the co-worker's future tenancy is made.
- 3.8 It is the responsibility of the Tenant to inform the Council if it is proposed that the Tenancy of the plot is to be transferred to a named Co-worker, however any proposal to transfer a tenancy to a Co-worker shall ultimately be at the discretion of the Council. (See 3.7 above.)

### **4. CULTIVATION AND USE**

#### **Personal Use**

- 4.1 Tenants must use their allotment for their own personal use and must not carry out any business or sell produce from their allotment, unless sold for the benefit of a registered charity or Worthing & District Allotments & Gardens Association. This includes Group tenancies.

## **Permitted Use**

- 4.2 The allotment is rented to the Tenant for the purpose of recreational gardening and/or the cultivation of herbs, vegetables, fruit and flowers for his/her own consumption and that of his/her family, in a manner that does not/is not in the opinion of an authorised Officer on behalf of the Council likely to cause nuisance, annoyance or injury to neighbouring Tenants. Tenants may not use their allotment as a place of residence or sleep overnight.

## **Cultivation**

- 4.3 Allotments must be kept clean, free from weeds, maintained in a good state of fertility and cultivation and in good condition throughout the year. The whole plot, including any uncultivated areas, must be kept safe and tidy at all times. Tenants whose plots are, in the opinion of an authorised Officer on behalf of the Council, not in a satisfactory condition for the time of year shall be issued with a Non Cultivation letter. Failure to comply with a Non Cultivation letter will ultimately result in the Council terminating the tenancy.

## **Hedges and Fences**

- 4.4 Where a hedge forms a formal perimeter boundary to the site, Tenants must not assume responsibility for the maintenance.
- 4.5 Tenants are responsible for maintaining any other hedge on or abutting their plot, other than perimeter hedges. These must be maintained by trimming both sides and top at least once per year. Such hedges must not exceed 1 metre in height.
- 4.6 Individual responsibility for non-perimeter hedges will be explained at the start of the tenancy, as sites differ in their make up.
- 4.7 Land between allotment plots and any drives must be kept free of weeds and obstructions by all neighbouring Tenants.
- 4.8 No Tenant may erect a fence around their plot, but must erect a fence around any existing pond on their plot (see 4.15).

## **Trees**

- 4.9 Tenants shall not plant any trees or shrubs (save for fruit trees and bushes) without the express and prior consent of the Council. Permission will not be given for planting Leylandii.
- 4.10 Fruit trees and bushes must be planted and maintained so that they do not interfere with the comfort or enjoyment or management of other Tenants, or owners and occupiers of properties adjoining or neighbouring upon the allotment plot or the allotment site of which the plot forms part. All new trees must be on dwarf rooting stock.
- 4.11 Tenants must not, without the written consent of the Council, cut or prune any timber or other tree which form part of the overall allotment site landscape.

- 4.12 The Council may at any time cut or prune any hedge or tree forming part of the overall site landscape.

### **Inspection and Access**

- 4.13 The allotment (and any shed or greenhouse on it) may be inspected by an authorised Officer or member of the Council or the Police at any time and Tenants must give whatever access is required by them, with or without notice.

### **Instructions given by Officers on behalf of the Council**

- 4.14 Tenants must comply with any reasonable directions given by an authorised Council Officer or external contractor acting on behalf of the Council in relation to any allotment or allotment site.

### **Ponds**

- 4.15 Permission will not be given to create new ponds or re-site existing ponds after 31 October 2008. Tenants wishing to retain existing ponds must ensure that the pond is securely fenced around all edges with robust fencing that is 3 feet high. Common sense should prevail at all times.

## **5. RENT**

- 5.1 Tenants must pay the invoiced rent within 40 days of the due date on the invoice.
- 5.2 The rent year runs from 1<sup>st</sup> October to 30<sup>th</sup> September. Tenants taking up an allotment part-way through the rent year will pay a proportion of the rent based on 1/12<sup>th</sup> of the annual rental for each complete month remaining.
- 5.3 Tenants may voluntarily relinquish their allotment before October, or have their tenancy terminated for breach of the tenancy agreement before the year end but no rebate will be payable. However in the case of a transfer to another plot at any site, the rent for the remainder of the year will be deemed to have been paid in lieu of the rebate for the relinquished plot.
- 5.4 Rent may be increased annually to coincide with the beginning of each new allotment year provided that the Council takes reasonable steps to give at least 28 days notice. This notice may be in writing to individual Tenants and/or displayed prominently at notice boards and gates at each allotment site. Failure to give written notice to any individual Tenant, or failure on the Tenant's part to read any information left on the notice boards or gates will not invalidate that or any other Tenant's rent increase.
- 5.5 It is the responsibility of the Tenant to make the Council aware that they are eligible for any reduction in rent offered by the Council. This reduction is limited to OAPs, both men and women being 65 or over.

## **6. WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS**

### **Water**

- 6.1 The Council will provide water points for the use of allotment Tenants. Tenants will ensure that such water points are not contaminated by pesticide (including fertiliser and weed killer) or any other contaminant. Water points will be shut off during winter months, the precise timings of which will vary from site to site. Any use of pumps, sprinklers or hose pipes from these water points is prohibited.
- 6.2 The Council will provide at each site 'push' taps primarily for emergency first aid purposes. These taps may also be used for a supply of water for those Tenants having residual permission to keep livestock on their plots.

### **Bonfires**

- 6.3 The burning of allotment waste is only permitted at the Chesswood Farm and Hillbarn Lane sites. At all other sites bonfires of any kind are prohibited.
- 6.4 Bonfires at Chesswood Farm and Hillbarn Lane sites are allowed solely for the disposal of diseased plants and other materials unsuitable for composting. At these sites bonfires must never be left unattended or allowed to burn overnight. Bonfires should be extinguished if a change in wind direction causes smoke to go towards adjacent residential properties. Tenants must exercise caution when considering burning at the permitted sites regarding any nuisance it may cause to neighbouring Tenants.
- 6.5 Nuisance caused by bonfires could result in prosecution under the Environmental Protection Act 1990. In addition, Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

### **Rubbish & Composting**

- 6.6 Most green waste can be composted. All Tenants shall either share a compost bin/heap with a neighbouring plot or in the absence of any such agreement shall have a compost bin/heap on their own plot. All non-diseased vegetative matter from the maintenance of individual plots must be composted on that plot in properly constructed rodent-proof containers.
- 6.7 Refuse and waste from outside the site must not be brought into the allotment site for disposal, exceptions being manure and grass clippings which may be brought onto sites in reasonable quantities providing it is stored in a manner which does not infringe on drives, paths or neighbouring plots. Abuse of the system will be considered to be fly-tipping and may result in prosecution. The delivery of such materials must be arranged at times when the security of the site is not prejudiced and with the express and prior approval of the Council.
- 6.8 Certain items are not allowed to be brought onto the site at any times, such as nylon carpet and asbestos.
- 6.9 Diseased plants and perennial weeds should be removed from the allotment site as soon as possible by the Tenant.



- 6.10 Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or re-useable must be removed from the site by the Tenant.
- 6.11 Tenants must not deposit any unwanted material in any communal areas, except the flint pile at Humber Avenue where this is permitted from time to time, although by no means at all times.

#### **Barbed Wire/Razor Wire**

- 6.12 Tenants shall not bring, use or allow the use of barbed or razor wire anywhere on any allotment site.

#### **Removal of Materials**

- 6.13 Tenants shall not remove, take, sell, carry away or transfer to another part of the site mineral, sand, gravel, earth or clay from the allotment, except with the express written permission of the Council.

#### **Causing Nuisance**

- 6.14 Tenants, including Group members, shall not discriminate, harass, bully or victimise any other Tenant, Authorised Visitor, Officer acting on behalf of the Council or owner/occupier of adjoining land or property on the ground 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 disadvantage by any condition.
- 6.15 Tenants, including Group members, shall not enter onto any other allotment garden, interfere with crops, or take produce without that Tenant's express permission.
- 6.16 Tenants, including Group members shall not obstruct or encroach by cultivation or construction on any path or drive set out by the Council for the use of the occupiers of the allotment site.
- 6.17 Tenants, group members, family members or authorised visitors behaving inappropriately to any other Tenant, group member, authorised visitor or Officer acting on behalf of the Council will render the Tenant or group in breach of this agreement and action may be taken to terminate the Tenancy. Future applications to the Council for an allotment tenancy either by the Tenant or any other person involved in inappropriate behaviour on an allotment site at any time are unlikely to be approved.

#### **Duty of Care**

- 6.18 Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other Tenants and themselves and wildlife. This is particularly relevant in relation to:-
- The timing and usage of mechanical equipment such as strimmers and rotovators, and the means to power them such as petrol, oil or gas.

- The prevention of obstruction of paths and drives and construction of any features on the site.
  - The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommended application and storage methods, rates and precautions must be adhered to and containers disposed of safely.
- 6.19 Asbestos is prohibited. If asbestos is discovered, Tenants must inform an authorised Officer of the Council immediately.

### **Illegal or Immoral Activity**

- 6.20 The allotment or any structure on the allotment shall not be used for any illegal, immoral or anti social purpose or activity.
- 6.21 Plants grown which may produce illegal substances are strictly prohibited. This includes hemp of any kind.

### **Flammable Material**

- 6.22 Petrol, oil, fuel or other flammable liquids must be stored safely in appropriate containers and in the small amounts relevant to small scale use on an allotment site.

### **Site Security**

- 6.23 All Tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure.

### **Parking**

- 6.24 Tenants shall not park any vehicle on any road within the allotment site or elsewhere on the allotment site so as to cause a blockage except in the car parking areas provided, other than for short-term loading/unloading. Obstruction of paths and drives is not permitted.

### **Advertisement**

- 6.25 Tenants must not erect any notice or advertisement on the allotment site (other than small non-commercial advertisements approved of by the Council or the Overseer).

## **7. LIVESTOCK, PEST CONTROL, DOGS, AND BEES**

- 7.1 No new permissions for keeping livestock will be granted to any Tenant on any of the allotment sites. Tenants with residual permission from the Council to keep livestock on their allotment are referred to **section 20**.

## **Pest Control**

- 7.2 It is the responsibility of all Tenants to report any rodent activity to the Pest Control Officer, who can be contacted Worthing Borough Council (01903) 239999.

## **Dogs**

- 7.3 Dogs must not be brought onto any part of the allotment site unless they are kept on a lead and kept under strict control at all times.

## **Bees**

- 7.4 See section 21.

## **General**

- 7.5 All decisions made by an Environmental Health Officer concerning matters of Environmental and/or Public Health will be considered as final.

## **8. AUTHORISED / UNAUTHORISED PERSONS**

- 8.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site.
- 8.2 Any Officer authorised by the Council may order any person on the site in breach of these rules to leave immediately.
- 8.3 Action will be taken against any Tenant who the Council reasonably believes is responsible for allowing unauthorised persons on to the allotment site by any means, including providing copies of keys to enable access to the site.

## **9. FOOTPATHS**

- 9.1 Shared paths between two allotments must be maintained, kept cut and clipped up to the nearest half width by each adjoining Tenant. All paths must be kept clear of obstructions at all times.

## **10. SHEDS, GREENHOUSES & OTHER STRUCTURES**

- 10.1 Tenants may erect one shed and one greenhouse on their plot. These structures require prior permission from the Council, and must comply with the Council's written specifications. Detailed specifications can be found on the Shed Application Form and Greenhouse Application Form. No other structures may be placed on any allotment.
- 10.2 Any structure on an allotment must be in accordance with the Council's written specifications, maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any Officer authorised by the Council. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council's satisfaction or remove it within one month of instruction to do so. If the structure is not removed after one month, the Council may remove it and charge the Tenant the full cost of removal and disposal.

- 10.3 No structure erected on an allotment shall be made from hazardous materials such as asbestos.
- 10.4 All structures must be adequately secured to the ground to prevent uplift.
- 10.5 Tenants must ensure that the plot number is clearly marked on the outside of every shed or greenhouse.
- 10.6 Departing Tenants shall remove any items or derelict structures from their plot before the end of their tenancy. The Council will remove of any such material not removed by the Tenant. The full cost of disposal shall be charged to the outgoing Tenant.
- 10.7 Departing Tenants may transfer ownership of any structure to the incoming Tenant.
- 10.8 Structures may only be used in conjunction with the proper cultivation of the allotment. No trade or business other than the business of the Association may be carried out from any structure on any allotment.
- 10.9 Tenants shall not themselves nor permit others to sleep overnight or otherwise take up residence either temporarily or permanently in any structure on any allotment site.
- 10.10 Motor vehicles and trailers may not be parked overnight nor kept on any allotment.

## **11. NOTICE BOARDS AND ADVERTISEMENTS**

- 11.1 Notices relating to the allotment site or to allotment matters generally will be displayed on notice boards where provided. Responsibility for referring to notice boards regularly lies with the Tenant.
- 11.2 Other notices and advertisements may be allowed on the allotment site notice boards at the discretion of any authorised Officer of the Council or the site Overseer.

## **12. CHANGE OF CIRCUMSTANCES AND NOTICES**

- 12.1 Tenants must immediately inform the Council in writing of any change of address or status.
- 12.2 Notices to be served by the Council on the Tenant and signed on behalf of the Council by the Executive Head of Environmental Services may be:
  - (a) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by first or second class post, prepaid registered letter, recorded delivery or hand delivered; or
  - (b) Served on the Tenant personally; or
  - (c) Placed on the plot.

12.3 Notices served under sub-paragraph 12. 2 will be treated as properly served even if not received.

12.4 Any correspondence to the Council should be sent to Environmental Services, Communities Directorate, Adur & Worthing Councils, 9 Commerce Way, Lancing Business Park, Lancing, West Sussex, BN15 8TA.

### **13. TERMINATION BY THE COUNCIL**

13.1 The Council may terminate any allotment Tenancy in any of the following ways:

(a) By giving 12 months notice in writing from the Council, expiring at any time.

(b) At any time after three calendar months written notice by the Council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

(c) By giving one month written notice to quit if:

(i) The rent is in arrears for 40 days or more whether formally demanded or not; or

(ii) The Tenant or any Co-worker is in breach of any of these rules or of their tenancy agreement. However, any breach of rules related to the cultivation of the allotment can only be grounds for notice to be given if at least three months have elapsed since the commencement of the Tenancy; or

(iii) It appears to the Council, on a balance of probabilities, that the Tenant is resident more than a mile out of the Borough of Worthing.

13.2 On the death of the named Tenant, the Tenancy will cease automatically. However, the Tenancy may be transferred to a family member or a named Co-worker, at the discretion of the Council, should either of those people wish to continue the Tenancy.

13.3 At the termination of the Tenancy the outgoing Tenant shall leave the allotment plot in the state and condition as described in Section 4.3 and 10.2 above. Should the condition be significantly lower than the standard described, due to neglect or misuse, the Council reserve the right to charge the outgoing Tenant for the cost of works to bring the plot up to the standard required.

### **14. TERMINATION BY THE TENANT**

14.1 The Tenant may terminate the tenancy at any time by giving 14 days notice in writing to the Council. If a Tenant decides to stop cultivating an allotment part way through a year, they must notify the Council so that the allotment may be let to a new Tenant without delay.

## **15. COUNCIL'S RESPONSIBILITIES**

- 15.1 Adur & Worthing Councils, either directly or through external contractors or Council Appointed Overseers acknowledges the following responsibilities:

### **Administration**

- 15.2 Keeping waiting lists, letting plots, rent collection, terminations, enforcement of rules, conducting cultivation, pond and livestock audits and inspections, liaising with Overseers, the Association, individual Tenants and others.

### **Repairs and Maintenance**

- 15.3 Repairs to site perimeter fences, gates and water installations, maintenance of drives (including some grass cutting) and vacant plot management. Maintenance of perimeter hedges and trees on allotment sites.

### **Infrastructure**

- 15.4 Provision and maintenance of notice boards, gates, drives, water infrastructure and security fences where necessary.

### **Liability**

- 15.5 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants shall report any incidents of theft and vandalism to the Police and an authorised Officer acting on behalf of the Council.

### **Association Accommodation**

- 15.6 The Council provides and maintains such accommodation on Chesswood Farm and Humber Avenue sites.

## **16. THE ROLE OF THE OVERSEER**

- 16.1 Overseers are appointed at the larger sites to act as intermediaries between Tenants and the Council. Overseer's duties include communication of information, organisational tasks, and in some cases, the letting of plots. It is in every Tenant's interest to get to know who their overseer is, if one is appointed to their site.

- 16.2 Overseers' duties are more fully outlined in the Overseer's Agreement, a copy of which is available upon request.

- 16.3 Overseers' names and contact details will be displayed on the site Notice Boards.

## **17. MINI PLOTS**

- 17.1 No Tenant may have the Tenancy of more than one Mini Plot. If the Tenant decides that they enjoy cultivating an Allotment, they may move to a larger plot when one becomes available.
- 17.2 No shed or greenhouse may be erected on a Mini Plot.
- 17.3 Allotment Rules and Conditions must be upheld by Tenants of Mini Plots.

## **18. ALLOTMENT WATCH**

- 18.1 Tenants must not take produce tools or any other items from any Allotment without the express permission of the Tenant of that plot. Anyone who is suspected of doing so without permission will be reported to the Police. Anyone subsequently proven to have done so, or formally convicted of theft will have their Tenancy terminated by the Council.
- 18.2 The Association is in possession of an engraver which may be used to engrave security details on Tenants' tools or other equipment. To qualify for this service you must agree to have your details stored on a Police held data base which will enable any tools found to be returned to their owners.
- 18.3 All cases of theft from, or vandalism caused to, an allotment must be reported to the Police (quoting 'Allotment Watch') and to the Council.

## **19. ADDITIONAL ALLOTMENT RULES & CONDITIONS FOR GROUP TENANCIES**

- 19.1 Existing and prospective Group Tenants must provide a copy of their Mission Statement or Constitution when applying for the granting or renewal of the tenancy. This will be kept with their application form.
- 19.2 Group Tenancies will be granted at the discretion of Officers acting on behalf of the Council.
- 19.3 Group Tenancies will not be automatically renewed annually, but will be subject to annual review by an Officer acting on behalf of the Council following a meeting with all current members of the Group.
- 19.4 All Group members wishing to visit the allotment shall be named as Co-workers, and their details provided to the Council (**APPENDIX 1**) in accordance with the Co-worker scheme.
- 19.5 The maximum number of persons present on any allotment plot at any time shall not exceed eight. This includes children of Group members.
- 19.6 Breach of any of the Allotment Rules & Conditions and any Additional Rules & Conditions for Group Tenancies by any individual Group member shall result in the review of the Group tenancy by the Council.
- 19.7 People previously excluded from any allotment site by the Council shall not be allowed on any allotment whether part of a Group or not.

19.8 Group Tenancies are subject to any reasonable additional conditions imposed by an authorised Officer acting on behalf of the Council from time to time.

**20. ADDITIONAL RULES & CONDITIONS FOR THOSE WITH RESIDUAL PERMISSION TO KEEP LIVESTOCK.**

20.1 With effect from 1<sup>st</sup> October 2008 no new permission for keeping Livestock will be granted to any allotment Tenant on any of the Council's allotment sites.

20.2 Existing permission to keep livestock shall be regarded as specific to an identified plot, and shall be personal to the existing named Tenant. It cannot be transferred with the Tenancy of the allotment.

20.3 Tenants with prior permission to keep livestock on any particular plot and found to be doing so during the Livestock audit on 30<sup>th</sup> October 2008 may, at the discretion of Officers acting on behalf of the Council, be permitted to continue to keep existing livestock for a further five years until 1<sup>st</sup> November 2013, subject to the following rules and conditions:

20.4 Tenants must not keep any animals or livestock of any kind upon the allotment garden except turkeys, hens or rabbits. The maximum number of such livestock allowed per Tenant is as follows:

- (i) Hens but not cockerels (up to and including 12)
- (ii) Rabbits (up to and including 12)
- (iii) Turkeys (up to and including six)

20.5 If numbers are found at any time to exceed those currently allowed the surplus will be removed by the RSPCA or WADARS upon the expiry of five days written notice to the Tenant (Notice to be given or delivered or sent to the last known address).

20.6 All livestock shall be kept in proper cages/hutches designed for that purpose. These cages/hutches, where stacked, must have appropriate and adequate linings between each one.

20.7 The livestock must be maintained in conditions acceptable to the Council, the RSPCA and Environmental Health Officers, who will be invited to inspect livestock kept on allotments on a regular basis. Any decisions made by the Council, the RSPCA or Environmental Health Officers on matters associated with keeping livestock will be final.

20.8 Keepers of livestock should make themselves acquainted with accepted standards of livestock maintenance, including the Code of Recommendations of the Welfare of Livestock issued by the Ministry of Agriculture, Fisheries and Food, in particular leaflet 938 (reprinted 1988) "Rabbits"; leaflet 703 (amended 1989) "Domestic Fowls".

20.9 Existing stocks of livestock must not be replenished beyond the level of livestock found and noted to be on any plot on the date of the livestock audit on 30<sup>th</sup> October 2008. Any surplus will be removed by the RSPCA or WADARS upon the expiry of five days written notice to the Tenant (notice to be given to the last known address).



- 20.10 No more than 50% of any allotment plot shall be used for keeping livestock.
- 20.11 Livestock food must be kept in rodent proof containers.
- 20.12 All incidents of rodent infestation must be reported to the Council.
- 20.13 Any livestock and huts/cages/livestock food supplies found at any allotment on 1<sup>st</sup> November 2013 shall be permanently removed by the Tenant within 28 days and not replenished. Failure of the Tenant to comply with this condition will result in the Council removing such items permanently, and reviewing the Tenancy with a view to termination by the Council. No compensation shall be payable to the Tenant, and the Council reserves the right to recoup any expenditure incurred from the Tenant.
- 20.14 Any Tenant found to be in breach of any of these Additional Rules & Conditions shall have their residual permission to keep livestock withdrawn, upon one month's written notice by the Council. Any livestock found on the Tenant's plot after this date will be removed by the Council, without further notice, and no compensation shall be payable by the Council.

## **21. ADDITIONAL RULES & CONDITIONS FOR BEEKEEPING**

- 21.1 The Council reserves the right to change or enhance these additional rules and conditions without notice.
- 21.2 Allotment holders do not have a statutory right to keep bees on allotments.
- 21.3 Allotment Tenants are not permitted to profit from the sale of any but a small excess of produce from their allotment, including honey, as described by allotment legislation.
- 21.4 Hives will not be allowed at the Dominion Road, George V Avenue, Haynes Road and St Andrew's Road Allotment sites under any circumstances.
- 21.5 Applications for hives at the Chesswood Farm, Humber Avenue, Hill Barn Lane and West Tarring shall be considered solely at the discretion of the Council. If an application for beekeeping is granted, the Council shall specify the breed/type of bee allowed on any plot. Buckfast, Italian, and Carniolan bees are known to be gentle and their use is encouraged. Species of bees which in the opinion of an appropriate officer of the Council are thought likely to be aggressive will not be authorized under any circumstances.
- 21.6 A limited number of hives may be allowed on these sites at any one time, dependant on proposed location and existing hives. The numbers of hives on any site shall not under any circumstances exceed the number specified and authorized by the Council.
- 21.7 If any hives are found on a site where no permission has been sought and granted, the tenancy will be reviewed immediately with a view to terminating the agreement in accordance with Section 13. In addition, the Council shall be entitled to remove the bees and hives forthwith, and the Tenant shall reimburse the Council in full the total cost of removal. No compensation whatsoever shall be payable to the Tenant for the loss of the hives and bees.

- 21.9 Failure to adhere to these rules and conditions, or any future set of rules and conditions for keeping bees on allotments will result in an immediate review of the tenancy agreement, with a view to terminating the agreement in accordance with Section 13
- 21.10 All allotment Tenants seeking permission to keep bees shall be a member of the British Bee Keeper Association (BBKA), or an affiliated local association. This membership must be renewed annually for the length of time hives are on the plot. The onus is on the beekeeper to voluntarily provide the proof of membership on a yearly basis.
- 21.11 A contact number **MUST** be left on notice boards in case of swarms or other emergencies.
- 21.12 Bees are susceptible to a number of infectious diseases, some of which are notifiable to DEFRA. Beekeepers must comply with this requirement, and with all subsequent requests from any government body.
- 21.13 If the Council has cause to investigate complaints of poor management of beehives or maltreatment of bees, all costs incurred by the Council or other official body during subsequent investigations shall be met in full by the Tenant within 28 days.
- 21.14 Beekeepers should ensure that there is nothing left on allotment plots that could be used to vandalize a hive.
- 21.15 Beekeepers are expected to seek to resolve any complaints about their beehives from other Tenants in an appropriate manner. Any complaint that remains unresolved shall be referred to the Council for arbitration.

### **Bee Husbandry**

- 21.16 Allotment Tenants have a duty as part of the General Rules and Conditions not to cause a nuisance to others. Tenants with permission to keep bees on an allotment site must take all reasonable measures to minimize potential nuisance.
- 21.17 Hives shall be placed with an entrance so that the flight path shall not cause inconvenience to any other plots or drives, buildings and gates, and ideally should be located towards the centre of a plot (unless the plot is on a site boundary).
- 21.18 Beekeepers shall ensure that bees are encouraged to rise in excess of 6 feet before leaving the plot by the use of screening which could be natural hedging, wooden fencing or fine plastic/wire mesh screening. Beekeepers shall ensure that the flight path of low flying bees is not directly across other plots.
- 21.19 Beekeepers shall have sufficient knowledge and experience to know how to deal safely with swarming, which is a natural phenomenon.

- 21.20 Hives shall be inspected by the beekeeper a minimum of once per week during the swarming season (April to July), but appropriate attention shall be paid throughout the year. If swarming does occur nearby Tenants shall be reassured that the swarm will settle within an hour or so.
- 21.21 The allotment Tenant shall ensure that a suitably alternative and knowledgeable beekeeper is available to inspect the hives at least weekly during the crucial swarming period if the Tenant is for any reason unable to inspect hives themselves.
- 21.22 Beekeepers shall be aware of the correct first aid treatment for stings and should offer advice to any other Tenant.
- 21.23 Hives shall not be worked when there are Tenants working on nearby plots.
- 21.24 Beekeepers shall provide a source of water on their plot, which may be replenished from the communal water troughs. Water troughs must not be used. Hives will not be allowed on plots with or adjacent to water troughs.