

Saltersgill Allotment Rules and Regulations of Tenancy

Tenancy

1.1 These rules and regulations are made in line with the Allotments Act 1908 to 1950 and apply to all Council owned and rented allotments, whether association managed or otherwise.

1. Tenancy Agreement

2.1 All plots are let on an annual basis, with the rent year running from 1st June to 31st May. In order to continue a tenancy plot holders must:

- (a) Sign and return a copy of the Tenancy Agreement to the Allotment Team by 31st May each year.
- (b) Pay the required rent within 40 days of the issue of the invoice

2.3 Tenants must fully comprehend and manage their plot, in accordance with these 'Rules and Regulations'.

Rent

3.1 Is payable annually and it is non-refundable. The Association reserves the right to set the appropriate annual rent levels and review and revise these levels accordingly. Any rent changes will occur on 1st June each year; however, tenants will receive 3 months' notice of any variation to this amount. Rent will be collected by Middlesbrough Council on our behalf. Payment will be made to the Council and details regarding payment will be sent to the tenant each year.

3.2 Each allotment tenancy will be made in the name of one tenant only, even if more than one person works on the plot. The Council, as landlord, retains all rights and powers over the land.

3.3 The Association's '**Allotment Rules and Regulations of Tenancy**' applies to all tenants, be they existing or new.

2. New Tenants, Eligibility Criteria and Allocation of Plots

4.1 To be eligible for an allotment plot, a person must be at least 18 years old and reside within the Borough of Middlesbrough. Tenants who move out of the Borough will be required to end their tenancies. All plots are let on an 'as seen' basis and the Association is not responsible for any works which may be required after acceptance.

4.2 When someone confirms their wish to commence a new tenancy, they will be asked to sign an Allotment tenancy agreement and pay the rent for that plot, prior to being allowed to start work on the plot.

4.3 New tenants will be expected, within a **3 month** period, to undertake a specified level of progress or cultivation, agreed at the start of the tenancy with the Allotment

Team. Failure to do this within this period, will result in the tenancy being terminated, in accordance with the tenancy enforcement procedure.

4.4 If the new tenant, within the 3 month period, has not observed these **Rules and Regulations**, then one month's notice may be given to end the tenancy under Section 30(2) of the Small Holdings Allotment Act 1908

3. Primary Users

5,1 The tenant as the primary user of the plot must be responsible for all activities on the plot, the payment of rent and of the behaviour of 'partners' and visitors to the plot.

Sale and Sub-Letting

6.1 The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, the tenant may not assign, underlet or part with possession of all or part of their allotment.

6,2 Any structure, shed or greenhouse sold by the tenant must be removed from the plot forthwith. The sale or sub-letting of plots is strictly prohibited and will result in the termination of the tenancy and repossession of the plot by the Association.

Partnerships/ Buddies

7.1 A tenant may register one partner to assist in the cultivation of the plot. A registered partner has no automatic right to assume the tenancy of the plot, if the tenant makes the decision to surrender the plot.

7.2 Any person working the plot, who is not registered, will not be considered for tenancy upon surrender of a plot by the tenant. The Allotment officer will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and working the plot for a minimum of **3 years**. In exceptional circumstances, the Association reserves the right to review the three year rule.

7.3 In the event of the death of the tenant a registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the **Rules and Regulations**. The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.

7.4 Plot tenancies must be surrendered by the existing tenant before the Allotment Officer will consider the application of the registered partner to take over the plot.

7.5 A tenant may only nominate a family member to take over the tenancy of a plot if that family member resides at the same address.

4. Change of Address

8.1 The tenant must notify the Association of any change of address within one month of any change. Failure to comply with this will be deemed a breach of the tenancy **Rules and Regulations** and the Allotment Officer will commence termination of the tenancy.

8.2 Personal information held by the Association relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998. Any requests for information held by the Association in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

5. Power of Entry and Inspection

9.1 The allotments are Council owned land and any officer of the Council or deputy or Association Committee team is entitled, at any time, when directed by the Allotment Team to enter and inspect an allotment garden to ensure compliance with rules and regulations of the agreement.

Tenants are advised that inspections are carried out on a regular basis and that photographs are a routine part of the inspection process. Any pictures taken are retained by the Association for future reference, in accordance with the requirements of the Data Protection Act 1998.

9.2 Enforcement of Tenancy Rules and Regulations

Where there is a proven breach of tenancy, the Association will take enforcement action against the tenant and begin the eviction process. This may be an instant termination of tenancy and notice to vacate the plot, or a phased warning and opportunity for the tenant to remedy the situation depending upon the nature of the breach of tenancy.

9.3 General Breaches of Tenancy - Enforcement Procedure

When evidence exists that a general breach of tenancy has occurred, tenants will be subject to the following enforcement procedure, in order to allow the tenant opportunity to remedy the breach:

(a) 1st Warning Letter (SAA.1)

This will outline the nature of the breach(es), give instructions on required actions and **28 days** for the tenant to rectify the problem.

(b) 2nd Warning Letter (SAA.2)

If, after a 28 day period, it is found that no or insufficient action has been taken, then the tenant will be issued with a second letter. This will give the tenant an **additional 28 days** to rectify the breach.

(c) Termination Notice (SAA.3)

If, after 28 days from the 2nd warning, it is found that no/insufficient action has been taken, then the tenant will be issued with a Termination Notice.

This informs the tenant that the tenancy will be terminated in **14 days** and that the eviction process has commenced. In this period, they must remove all possessions and locks and leave the allotment plot in an agreed condition.

(d) After the **14 days** have expired, the Association will regain possession of this plot and all items which remain on it. Any keys or fobs must be returned to the Association.

(e) On termination of the tenancy, any works which are required in order to bring the plot to the standard required in order that it may be re-let, then this work will be undertaken by the Association and the outgoing tenant may be charged for this.

9.4 Tenant Record of Warnings

From April 2012, any breaches of tenancy (i.e. first or second warning) received by the tenant will remain relevant for 3 years (from the date of the first warning). This system aims to prevent persistent abusers of the rules and regulations. Therefore tenants who, in one season, received a first warning for example for non cultivation, then subsequently took adequate action that year, but then committed the same offence within the 3 year period, would receive a 2nd warning for that offence rather than another 1st warning.

9.5 Serious Breaches of Tenancy - Enforcement Procedure

Where it is deemed that a serious breach of tenancy has occurred (see list below for definition) then an immediate Notice to Quit will be issued and tenants will be instructed to vacate the plot within **28 days** and their tenancy will be ended.

9.6 Examples of Circumstances for Immediate Termination Notices

Any abuse or violence towards other tenants, the Allotment Team or members of the public, Criminal activities or activities which may cause significant harm to human or animal health or to the environment.

9.7 Sickness or Inability to Manage Plot for a Short Period of Time

Tenants who are unable to cultivate their plot, for reasons such as illness, work commitments or other personal circumstances, should contact a Committee member to inform them of the reason why as soon as possible. All such details will be strictly confidential. At the discretion of the Committee, tenants may be given a 'waiver' of a maximum of 6 months and will not be subject to the normal inspection / enforcement procedure in this time. It is advised that tenants who are unable to manage their plots fully for whatever reason, should contact the Committee for advice.

Site Rules

10.1 Authorized Persons

Only the tenant, any registered partner or accompanied guest(s) are allowed on the allotment site. The Committee or other authorized person(s) may order any unauthorized person to leave the allotment site immediately.

10.2 No person under the age of 18 years of age is allowed on site, unless accompanied by an adult or has been given permission. The tenant is responsible for the behaviour of registered partners, children and adults visiting the allotments. In an instance where a visitor breaches site rules, then the tenant will be held equally responsible.

10.3 Site Hours of Use

Allotments should only be accessed in the hours of daylight (i.e. dawn until dusk). Those requiring access to the allotments outside of these hours (i.e. for exceptional needs, such as animal husbandry etc) can gain entry by the pedestrian gate. No motor vehicle is allowed on the site after dark. Overnight stays on sites are strictly forbidden.

10.4 Keys

Pedestrian gate keys (side gate) can be issued to tenants for the cost of the key. Keys must be returned at the end of the tenancy with the original receipt. Tenants must ensure that keys are kept in their possession and must not be lent out to any third party. Unauthorized copying of keys is strictly forbidden. Only authorized tenants will have keys to the main gates.

10.5 Locking of Gates

The main gates will be locked at a set time each day. That time will be determined by British Standard time for dusk. The main gates will be opened by authorized members who arrive early on the site. That time will be approximately around dawn. When the gates are locked, entrance can be gained by the pedestrian gate. The pedestrian gate will need a key.

10.6 Reporting of Crime and Anti-Social Behaviour

Allotment tenants must report any instances of crime or anti-social behaviour on the allotments to the Police and a Committee member.

10.7 Access

The tenant, registered partners or visitors must only enter the allotment site by the designated access gate. Tenants cannot modify or interfere with the padlocks, fences, gates or any other security provision made by the Association.

10.8 Site safety

Tenants must pay due regard to their own personal health and safety and that of others who may be around them.

10.9 Vehicles on Allotment Sites

It is not permitted to use allotment plots for parking or garaging of vehicles, trailers or caravans. Plot users are requested to park considerately and not block access to other users or adjacent properties. Roads must not be obstructed by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and persistently block roads will be issued with a warning.

10.10 Pedestrians have priority use of allotment roads at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely. **Drivers must limit their speed to 10 mph.** The Committee reserve the right to prohibit vehicular access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorized access (i.e. theft or fly-tipping) or for the safety of tenants.

10.11 Tenants must ensure that paths are kept free of obstructions and hazards at all times, materials and manure are delivered directly into polts and not left unattended.

10.12 Expected Behaviour of Tenants

Tenants must not discriminate against, harass, bully or victimize any other person/s on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any other condition which cannot be shown to be justified.

10.13 No tenant must cause another tenant harassment, nuisance, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

10.14 Allotment plots and structures may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination. Plots cannot be used for business, burning waste from of the site or storage of goods.

10.15 In the case of unresolved tenancy disputes, where no one party can be proven as being in breach of any site rules, then the Committee reserves the right to end the tenancy of both parties . The Committee reserves the right to consult with the tenant or there representative regarding any such disputes. If a tenant feels unhappy he has the right to appeal to the Council.

10.16 Notices and Advertisements

Notice boards are for the sole purpose of displaying information about the Allotment by the Committee. No notices or advertisements are allowed without the permission of the Committee.

10.17 Water

The tenant shall not waste, misuse, abuse or contaminate water and the Committee encourages the use of water saving devices such as water butts. All standpipes will be considered as a common resource to be shared equally with neighboring tenants.

10.18 Notwithstanding a ban from the Water Authority, hose pipes are permitted to water directly if hand held or to fill water butts, provided that this does not prevent other tenants having access to water supplies. Any tenant who the Committee considers to be using excessive quantities of water, or is seen to consistently monopolies the water supply to the detriment of other tenants will be issued with a warning.

10.19 Any forms of unattended mains connected irrigation (such as sprinklers and timed devices) are not permitted. Alteration or illegal connections to the water supply would be considered a serious breach of tenancy and tenants who have inherited such connections on their plots are advised to contact the Allotment section. The Council reserves the right to switch off the water supply for period of time, if it is deemed necessary for maintenance work or to prevent damage to the water supply infrastructure, i.e. during winter months. Tenants will receive notification if water supplies are to be affected by way of the Notice Boards.

10.20 Tenants are not eligible for rent rebates on sites where water supplies have been temporarily turned off.

10.21 External fencing is not to be tampered with or obstructed in any way, no structures are to be attached or supported by external fencing. Where this is currently the case, plot holders will be expected to make arrangements to rectify the situation when external fencing replacement or maintenance is undertaken.

10.22 The tenant shall not obstruct or allow to become obstructed, any path or road and soil must be kept clear of the edge to enable rainwater to drain away. Where division paths exist, they should provide a clear and unobstructed access of at least 45cm wide and be included in the cultivated area.

10.23 In order to facilitate access by emergency services and maintenance vehicles, tenants of allotment plots adjacent to main access tracks must ensure that:

(a) The track is kept free of obstructions and hazards at all times;

(b) Materials and manure are delivered directly into plots and not left unattended;

Tenants must not change or interfere with plot boundaries.

10.24 Notifiable pests, plant diseases, Injurious weeds and invasive plants should be reported to the Allotment section of Middlesbrough Council through the Association Committee.

10.25 **Pest control** on the Saltersgill site is carried out by the Management Committee. Traps will be set by the Committee at strategic points around the site. Plots with livestock will be given priority and will be allocated traps that will be resupplied when the trap is empty. Once a month a nominated Committee member will attend plots and re supply the traps that have been set. It is imperative that problems with rodents are reported to the Committee as soon as the plot holder is aware of the problem. All tenants must ensure that their plot is kept tidy and pest free. Where tenants have livestock, feed must be used sparingly and not left lying around. Where a tenant has a vermin problem then they must ensure that their plot is accessible to the Committee member in charge of rodent control.

10.26 Fault and Repair Reporting

Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to a Committee member. Once issues are identified, minor repairs will be undertaken as soon as reasonably practical.

Your Plot

11.1 The plot number must be shown clearly on each plot at all times, so that they can be easily located and identified.

11.2 Use of Plot

The tenant shall use the allotment plot for the recreational growing of vegetables, fruit, flowers or lawn and permitted livestock. They shall not be used for commercial purposes, storage of materials or burning of waste.

11.3 Cultivated area

This is the area that is given over to cultivating crops or flower production; this should represent approximately **75%** of the total plot. The cultivated area may also include greenhouses, poly tunnels and fruit cages, housing for chickens and rabbits (all structures will require permission to be granted before erection.)

11.4 Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year. An area that is cleared annually of weeds yet remains uncropped or unplanted during any one year will be considered as non-cultivated. Cultivation requires that the tenant annually digs mulches, prunes and weeds the plot. Crops must also be planted and harvested.

11.5 Weeds

It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Weed seed heads must be removed before the seed has set.

11.6 Use of Materials as Weed Suppressants

The use of suppressants such as black plastic, should only be used as an aide to clearing the plot and should be removed at the earliest opportunity they should not cover more than 25% of the cultivatable area unless in the first year of a new tenancy.

11.7 Long grass or detritus that may harbor pests must be removed. Tenants must control pernicious weeds which spread through root extensions (e.g. couch grass and ground elder) or from runners (e.g. brambles). Allotments that have areas that are not suitable for production, such as heavily shaded areas, excessively sloping land, impoverished or polluted soils, or buildings/ concreted areas which existed previously may be allowed as extended utility, lawn or conservation areas. Any such exemptions will be at the agreement of the Committee. Up to 25% of the plot may be used for utility purposes this includes sheds, storage areas, workshops, seating, and housing for animals (other than rabbits or chickens). Permission will be required for any structures erected on plots.

11.8 Trees and Hedges

All fruit trees must be adequately maintained and the maximum height for any tree on an allotment plot is 3 meters. Hedges must not exceed 2 meters in height and must be cut annually both internally and externally of the plot.

11.9 Unauthorized Use of the Plot

Commercial Activities

- (a) The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade or business.
- (b) The bringing onto the plot of produce, materials or scrap for the purpose of storage, selling or burning is not permitted.

11.10 Storage of Materials on the Plot

The storage of goods or materials not directly connected with the cultivation of the plot is not permitted. The Committee has the right to ask the tenant to remove any items which they deem should not be stored on the plot. Materials which are to be stored for use on the plot can only be stored for a maximum of 3 months. After this period, the tenant will be asked to remove surplus materials within a set time period.

6. Waste Disposal

12.1 Waste derived from the plot must be responsibly disposed of at a licensed waste disposal facility. Tenants may place waste materials from allotments to designated waste collection points on sites which will be collected on a monthly basis. No materials other than allotment waste can be placed at these points. No waste material can be brought onto the site.

12.2 The use of plots for waste recycling or disposal is strictly forbidden. The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish. The tenants shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonable required for the use in the cultivation of the allotment plot).

12.3 All deliveries of manure etc. should be supervised by the tenant and taken onto the plot immediately. Tenants who fail to remove manure etc. will be issued with a warning and may be liable for clean-up cost.

12.4 Tenants who witness illegal fly tipping onto allotment land should immediately contact the Police or Allotment section. All reports will be treated in the strictest confidence.

12.5 Any building materials which are delivered to sites, e.g. window frames for greenhouses, must be taken into the plot immediately. Failure to do so will be deemed to be fly tipping and the Environmental Enforcement Team will be notified.

12.6 The tenant must not place any refuse or organic matter elsewhere on the site (e.g. vacant plots or path ways). This will be deemed to be fly tipping and the Environmental Enforcement Team will be notified. Tenants who are found to have illegally disposed of waste will be given an immediate Notice to Quit, as this is deemed to be a serious environmentally damaging act.

12.7 Tenants are encouraged to compost organic waste, as a preferred alternative to burning or waste disposal. The tenant shall maintain compost heaps in a tidy condition free from vermin and they must be in proportion to the size of the plot.

12.8 Bonfires are banned between 31st March and 30th September each year. Bonfires are permitted on the first weekend of the month, in the months of October, November, December, January, February and March only. Bonfires must be attended at all times and failure to do this would be deemed a serious health and safety and environmental offence and tenants will be issued with an immediate Notice to Quit. Bonfires must be restricted to no more than one cubic meter in size or contained in a metal brazier of approximately 45 gallon size.

12.9 Suitable methods to extinguish fires must always be available, i.e. water or sand. Only organic material, i.e. perennial weeds, diseased plants or untreated wood may be burnt. The burning of the following materials is strictly forbidden and will lead to immediate Notice to Quit 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.

12.10 Tenants should be aware that any bonfires which cause smoke nuisance under the Environmental Protection Act 1990, Section 80 may be subject to independent enforcement action.

12.11 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.

12.12 When lighting bonfires, consideration must always be given to the prevailing weather conditions and the effects of the smoke on other tenants and occupiers of neighboring premises. The Council reserves the right to refuse bonfire permits to those tenants who do not show due consideration to the rules. A limited number of permits will be issued on each permitted burning weekend and these will be subject to regular checks. When tenants request a permit, but the allocation has been filled, they will be given priority for the next permitted burning period.

The health and safety of other tenants and neighboring residents must always be given priority.

7. Minerals

13.1 The tenants shall not:

- (a) Sell or carry away any mineral, soil, stone, gravel, sand, slate, flints, clay or sub-strata or allow any other persons to do so;
- (b) Bring in any mineral material which may contaminate the plot or be detrimental to the soil quality or fertility.

8. Health and Safety

14.1 Personal Safety

Tenants have a duty of care to ensure the health and safety of everyone on site, including visitors, trespassers and themselves. The Committee will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment plot. Particular care should be taken when using strimmers, rotavator's and other mechanical / powered equipment. Appropriate personal protective equipment should be worn at all times and machinery operated in accordance with the manufacturer's instructions.

14.2 Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

14.3 Tenants are advised to seek professional advice about their personal insurance cover to ensure that it meets the requirements of their activities. Activities which may require additional insurance cover could include, for example, storage of hazardous materials, high risk activities or high value items. Seek their own personal liability and property insurance cover against theft, damage and personal injury.

14.4 Saltergill Allotment is a member of the National Allotment Association.

14.5 Tenants must have adequate insurance cover for the use of heating appliances or the storage of hazardous materials and copies of these must be presented annually on registration of hazardous materials.

Hazardous Materials on Allotments

15.1 All tenants with hazardous materials on plots are required to:-

(a) register them with the Council on the 'Hazard Registration' form (pink paper) on an annual basis and when any additional hazardous substances are brought onto the plot;

(b) Ensure they are stored correctly and securely and used in accordance with manufacturers' guidelines;

(c) Display a hazard sign on their gate or in a prominent place (this will be provided by the Committee when permission has been granted for storage);

(d) Failure to adhere to the above rules of tenancy will be deemed a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit.

(e) Provide evidence of insurance in accordance with 14.5

15.2 The use of **any** heating appliances (including stoves) and the storage of fuels and hazardous materials (such as gas cylinders and chemicals) is strictly prohibited without the prior written consent of the Committee.

15.3 Tenants wishing to use a heating appliance or to store hazardous substances on allotments must agree to allow the Committee to share their details to relevant third parties, i.e. the emergency services and Police if and when required.

15.4 The use of heating appliances or the storage of Hazardous Substances without the required permission will be deemed a serious breach of tenancy and tenants will be issued with an immediate Notice to Quit, if found to be in breach of this condition.

15.5 Restriction on Pesticides and Fertilizers

(a) Under the Control of Pesticides Regulations (COPRA 1997) anyone who sells, supplies, stores or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.

(b) Pesticides and fertilizers 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 necessary.

(c) Nitrate fertilizer must not be stored within 10 meters of a watercourse or field drain.

Disposal of Pesticides and Fertilizers (a) Associations and plot holders should contact the Committee for information on the safe disposal of pesticides and fertilizers.

(b) Pesticides should never be included in the household rubbish, burnt, placed in skips or poured into any kind of drainage system or watercourse.

9. Storage and Handling of Fuel for Heating and Machinery

16.1 Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. In order to reduce risk to the public and emergency services, the following restrictions will be operating:-

16.2 Restriction on Gas Cylinders

- (a) Only canisters containing LPG are to be used on plots for heating and lighting (subject to 4.3).
- (b) Acetylene is strictly forbidden.
- (c) The maximum canister size is 15kg, of which only two canisters (be they full or empty or any stage between) are permitted on a plot at any one time.

16.3 Restriction on Flammable Liquids

Maximum inclusive total of 20 liters (4.4 gallons) of flammable liquid (paraffin, petrol, diesel, mentholated spirits, oil, etc.) can be stored by tenants on plots.

All flammable liquids must be in containers specifically designed for their storage with appropriate, visible and readable safety warnings on the outside of the container.

All flammable liquids must be stored in a manner which means that any accidental leakages will not contaminate the allotment or any watercourses or drains nearby, i.e. in a double skinned container or an appropriate alternative.

Containers to be kept in adequately secure and ventilated circumstances.

Fuel in machinery or heaters is not included in this storage total, but should not exceed an additional inclusive total of 10 liters (2.2 gallons) for the plot.

16.4 All spillages must be cleaned up immediately and significant spillages MUST be reported to the Allotment Team. Sand, cat litter or proprietary oil absorbent must be kept in case of spillage.

10. Livestock Animals on Allotments

17.1 The Allotment Act 1950 allows the following animals on allotments:

Chickens (although cockerels are restricted)

Rabbits

17.2 Where a flock of 50 fowl or more is kept, the said flock must be registered with DEFRA under the Avian Influenza (Preventative Measures Regulations 2005). Limit on the number of fowl. A maximum number of fowl to be kept on a plot is set at 24, and the maximum number of fowl allowed to be kept by a tenant is 48 in total.

17.3 All sites will be kept under review to ensure the presence of cockerels does not become a nuisance to neighboring properties. If a noise nuisance occurs, then tenants will be referred for prosecution under the Environmental Protection Act 1990 (Sections 79 and 80) Noise nuisance Regulations. The Association Committee reserve the right to ban cockerels from these sites. The keeping of the following animals may also be considered, but are subject to prior written approval by the Association Committee:

17.4 **Bees and Small mammals** (including ferrets, guinea pigs)

Birds (including pigeons, doves, turkeys, ducks and geese)

17.5 Tenants wishing to keep any type of animal on their plot must first submit an annual compulsory Animal Registration Form to the Committee

17.6 Full details of the type and number of animals must be given. If tenants cannot be clear or precise about the exact number of each type of animal, they are requested to indicate a maximum number.

17.7 The Committee reserves the right to decline applications for certain animals or request a revision of the number of animals kept on a plot, where it is felt necessary. All registrations are required to be confirmed each year by the 31st May. Hoofed animals (horses, cows, pigs, goats and sheep) are not permitted to be housed on allotments.

17.8 Dogs are not permitted to be housed on allotments and kept overnight. Dogs should not be a source of nuisance (barking/howling) and if deemed to be so, then the Committee has the right to ask the tenant to remove the animal(s) within 14 days.

17.9 It is a requirement to keep dogs on a lead and under close control, so that they do not stray onto other plots. Tenants must ensure the responsible removal and appropriate disposal of dog faeces, in accordance with The Fouling of Land by Dogs Order.

11. Inspections

17.10 The Committee has the right to undertake regular inspections of animals being kept on allotment plots. If the welfare of any animal is deemed to be compromised, then the Committee will ask that remedial action be taken or that the animal is removed to more suitable accommodation. Failure to comply with these requests will result in referral for prosecution under The Welfare of Animals Act 2006.

12. End of Tenancy

17.11 Where tenants have given up plots or have been evicted and they fail to remove their animals, these animals will be taken into the possession of the Local Authority and the tenant will be responsible for any charges for accommodating these animals or for veterinary treatment.

13. Structures

18.1 Consent/Permissions

The tenants shall not, without prior written consent of the Committee erect any structures, or extend or make **significant alterations** to any existing structures. Notifying us of the following:

Use of structure

Heating of structure

Structural dimensions (i.e. total height, width, building footprint in meters.)

Foundation type

Materials used in construction

18.2 Structure Parameters

Structures permitted in the 75% cultivation area

Poly tunnels

Greenhouses

Fruit cages
Water butts and composters
Hen or Rabbit housing
Paths
Incinerator/brazier

18.3 Structures which **MAY** be permitted in the 25% utility area, subject to permission from the Committee.

Concrete bases for sheds/greenhouses, not exceeding 16metre square
Storage/potting/tool sheds
Patios
Ponds/wildlife areas
Small pigeon lofts/animal housing (excluding kennels)
Temporary storage areas

18.4 Structures which **MAY NOT** be permitted and which will require additional planning consent or environmental permits:

Structures larger than the permitted 16metre square based sheds

Large pigeon lofts/animal housing

Fences higher than 2m

Structures constructed from brick/block work

Caravans/ portacabins/shipping containers

Dog kennels

Stables

Patios/pathways greater than 25% of the total plot area where hard pathways are required for increased accessibility

Brick built chimneys

Height - ground based single storey structure

Maximum height to eaves 1.82 meter's (6feet)

(b) Maximum height to ridge from ground 2.74m (9 feet).

18.5 Foundations

(a) A tenant will be required to remove (or pay for the removal of) foundations at the end of the tenancy.

18.6 Area

(a) No individual structure can exceed 16 square meters.

(b) There should be at least 1m spacing between any structure and an external allotment fence for maintenance.

(c) All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.

(d) All structures must be kept within the boundary of the plot and not constructed over underground utilities (e.g. water pipes.)

Guidance for Structure Use and Construction

19.1 Use of Structure

(a) Any proposed structure or alteration to an existing structure on an allotment plot must have a clear horticultural purpose in relation to the cultivation, maintenance of the plot or the welfare of permitted animals, for example:

Cultivation, e.g. Greenhouse, poly tunnel, compost area, water butts and fruit cages;

- Storage, e.g. - low risk garden tools and materials for use on the plot only; potentially hazardous liquids, e.g. fertilizer, pesticides, herbicides and fuels will be permitted in small quantities in accordance with the rules and regulations 2012; animal feed, which should be stored securely to prevent pest infestations.

19.2 Heating of Structure

- (a) All heating appliances to be used on allotments must be registered on the "Hazards Substances Registration" form (pink form).
- (b) Under the Clean Air Act 1993, it is an offence to emit smoke from the chimney of a building from a furnace or any fixed boiler, if located in a designated smoke control area.
- (c) It is also an offence to acquire 'unauthorized' fuels for use within a smoke control area, unless it is used in an 'exempt appliance'. The current maximum level of fine is £1,000 for each offence.
- (d) Middlesbrough's Allotments lie within the smoke control zone therefore are subject to the above restrictions.
- (e) For further information please contact Middlesbrough Council's Environmental Health Team.

19.3 Materials

- (a) Reclaimed or Recycled Materials
 - The Committee will need detailed information about what will be used and how it will affect the external appearance. For example, old doors used as external walls are likely to be unacceptable.
- (a) New Materials
 - Brick and block work may not be permitted as they are not easily removed and will also require additional planning permission.

19.4 Internal Fences

- (a) Solid fences adjacent to neighbor's plots should not exceed 1 meter in height and wire and trellis fences should not exceed 1.5 meters in height.

19.5 Restrictions on Structures

Tenants may put up one shed (provided they do not exceed the permitted size limitations) per plot and this will be included within the 25% utility area. All Greenhouses, poly tunnels and fruit cages will be considered within the 75% cultivation area. No structure will be permitted which will impact on the ability to use or enjoy the plot of neighboring tenants, i.e. cause shading.

19.6 Any structure on the allotment must be maintained to an appropriate appearance and condition. If the Committee is not satisfied with the state of the structure, the tenant must either repair it to the Committees satisfaction, or remove the structure within 28 days of instruction to do so.

19.7 Any structure must be temporary and able to be removed, when the tenancy ends. No structures are to be attached to or supported by external fencing. Structures which lie outside the parameters of the structural criteria listed above require planning permission and the Committee has the right to refuse any structure which they deem to be unacceptable for site.

14. End of Tenancy

20.1 Termination of Tenancy by Tenant

The tenant may give up the tenancy of the allotment plot by giving 28 days notice, in writing, to the Committee, or less if agreed. On termination of tenancy, no refund of the annual rent will be given. On notification of termination of tenancy, the tenant must meet and agree with the Committee on the condition which the plot must be surrendered in and the tenant must take any action necessary to meet this.

20.2 Failure to leave the plot in the agreed condition will result in the Committee undertaking the work and a charge may be made to the tenant.

20.3 When the tenant leaves the plot he/she must ensure that any shed or structure on the plot, which has been given permission to remain, has been emptied of its contents and any lock or padlock removed. All keys must be returned to the Committee within 14 days of the termination of tenancy, failure to do so will result in a charge of £25.

20.4 Termination of Tenancy by the Committee

The Committee may require the tenant to vacate the allotment site by:

(a) Re-entering the allotment site after providing a Termination Notice in accordance with the eviction procedure set down in these Rules and Regulations. This will occur if the tenant has breached any of the rules and regulations of tenancy.

(b) Re-entering the allotment site after providing three months' notice, in writing, to the tenant if the land is required for building, mining or any other industrial purpose (or roads or sewers necessary in connection with any of those purposes) or if the land is required by Council for the purpose (other than agriculture) for which the land acquired by the Council or has been appropriated under any statutory provision.

20.5 Providing a notice, in writing, with 12 months or longer notice expiring on or before 6th April or on or after 29th September in any year. Where the Association holds an allotment site under lease, on determination of that lease arrangement, the tenancy of the allotment plot will be terminated. The Association is not obliged to issue a final notice.

20.6 Death of a Tenant

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. The plot will automatically be returned to the possession of the Association in the interim period until a new tenant is assigned.

20.7 Upon the death of a tenant, any registered partner who meets the requirement may be given the option to take over the tenancy. This offer will be made at the discretion of the Committee.

20.8 Plots will not be transferred to a next of kin unless they fit the criteria. Tenants are advised that no human or animal ashes or remains can be scattered or buried on the allotment plot/site.