

## **Ipswich Borough Council Allotment Garden Rules**

1. All allotment plots are let on behalf of Ipswich Borough Council (IBC) by the Allotment Field Secretaries. 'Allotment plot' means an allotment not exceeding 40 rods in total used for the production of vegetables, flowers and fruit crops for consumption by the Tenant and his or her family. Produce produced on the allotment plot must not be used for trade or business. On Allotment Fields that have a waiting list, a Tenant is permitted to have a maximum 20 rods only. Tenants are not permitted to have more than 20 rods adjoining one another.
2. Each prospective Tenant must sign and return a Tenancy Agreement to the Field Secretary when renting an allotment plot. Only one name can be registered to one plot. Joint or shared plots are not allowed. You must erect a clearly visible plot number on your plot.
3. From the date of the Tenancy Agreement, the Tenant will be given a probation period of three months at the end of which 25% of the plot is required to be in cultivation. If after three months this has not been achieved, the Tenant will have forfeited the plot and the Tenancy Agreement will automatically be terminated, unless there are legitimate mitigating circumstances. From signing the Tenancy Agreement 75% of the plot must be under cultivation within 12 months. For the purpose of these Rules, cultivation is defined as "the planting, tending, improving, or harvesting of crops and the preparation of ground to promote their growth."
4. The Tenant shall not sublet, assign, exchange or part with possession of all or part of the allotment plot.
5. The Tenant is required to have and is responsible for arranging their own Public liability Insurance. The Field Secretary will be able to advise on this.
6. It is the responsibility of the Tenant to notify the Field Secretary at the earliest convenience of any change of address and contact telephone numbers.
7. Any notice given to the Council shall be in writing and sent or hand delivered to Head of Finance and Revenue Services, Ipswich Borough Council, Grafton House, 15-17 Russell Road, Ipswich, IP1 2DE. Any notice to be given by the Council shall be in writing and shall be sent to the Tenant's last known address.
8. If the rent due remains unpaid for 21 days or if the Tenant fails to comply with any of these Rules, the Council may without giving any previous notice terminate the tenancy agreement and may re-enter the allotment garden and evict the Tenant.
9. The Council has the right to terminate a Tenancy without previous notice if the Tenant is convicted of any offence relating to stealing, damaging or unlawfully interfering with any plants, shrubs or roots on any part of the Allotment field.
10. The Tenancy may be terminated by the Tenant giving the Council no less than three months' notice in writing at any time, or by the Council giving the Tenant no less than 12 months' notice in writing to expire on or before the 6th day of April or on or after the 29th day of September in any year. Where the Tenancy is terminated by the Tenant giving to the Council less than six months' notice in writing, no refund of rent paid by the Tenant in respect of any period after expiration of such notice shall be payable by the Council to the tenant.

11. If a Tenant wishes to end their Tenancy they must also notify the Field Secretary giving one months' notice in writing. The plot must be returned in a cultivated and well maintained state. If clearance work is required by the Council the cost will be passed onto the Tenant.
12. Access to allotment fields should only be from the field gate entrances. The Tenant shall keep all gates locked except when entering or leaving the allotment field. A £10 refundable deposit will be required for one key only that will be provided by the Field Secretary when a plot is assigned. The key must be returned to the Field Secretary when the Tenancy is terminated when the deposit will be refunded. The Council does not give permission to have additional keys cut. Entry to the field from any other point is not permitted. The Tenant may have helpers on the plot but entry to the field must be with the Tenant at all times.
13. Authorised IBC officers shall be permitted to enter the allotment garden at any time to inspect the field.
14. It is the responsibility of the Tenant to ensure vegetation does not spread to adjoining plots. The Tenant shall not make nuisance or annoyance on the allotment garden or interfere in any way with the use of the allotment field by other allotment Tenants. Nuisance may include (but not limited to) bad language, getting drunk, playing loud music, racist language, etc. The use of any form of harassment or violence on the allotment field be it physical or verbal is not allowed.
15. Plot inspections will be carried out on a monthly basis by the Field Secretary and one other committee member or the IBC Allotment Officer to ensure all plots are in a good state of cultivation. Where the field secretary believes the allotment plot to be in an uncultivated condition or if there appears to be a breach(es) of these Allotment Garden Rules the Field Secretary may take photographs and send them together with the inspection record to the Allotment Officer who will then decide a course of action. Such action may include issuing a Notice of Cultivation - 1<sup>st</sup> letter; advising that the plot needs to be brought back into cultivation with 14 days. If this is not achieved within the 14 days, a Notice of Cultivation- 2<sup>nd</sup> letter will be sent advising that if the plot is not brought back into cultivation, a Notice of Termination will be served within 7 days. When a Notice of Termination is served the tenant must remove all items from the plot and return the key to the field secretary within 14 days.
16. The Tenant shall not cut down, lop, top or wilfully destroy any tree or shrub on an allotment field.
17. The Tenant shall not deposit/store or allow anyone else to deposit/store on any part of the allotment field materials, rubbish, garden refuse, household refuse, offal or any decaying or offensive matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) nor may they dig up or use weed killer on any path, roadway, hedge, fence or ditch. Tenants shall not bring tyres or carpet on to the allotment field. Tenants shall comply with the bonfire guidelines set by the Field Committee for bonfires on allotments.
18. All roadways on the allotment field shall be kept at least 3 metres wide and all paths between the Allotment Plots shall be kept at 0.6 metres wide for accessibility. Tenants are jointly and severally responsible for maintaining and mowing the 0.6 metre pathway on the right hand side of their allocated allotment plot. Tenants shall not obstruct or dig up any path between plots or any roadway on the allotment field.
19. Any Tenant bringing or arranging for a vehicle to come on the allotment field does so at his own risk and the Council accepts no responsibility for any damage incurred as a result. Delivery

vehicles that come onto an allotment field must be no larger than 8 tonne capacity. The Tenant shall be responsible for any damage caused to the allotment field as a result of bringing or arranging for a vehicle to come onto the allotment field and shall reinstate the damaged area of the allotment field to the Council's satisfaction. Any vehicles on an allotment field must adhere to the 5mph speed limit. No vehicles are to be left on site overnight.

20. Any paving laid on the allotment plot must be removed at the end of the Tenancy and so be laid as a temporary feature. No more than 10% of the allotment plot may be paved at any time.
21. Tenants with mobility issues may apply to the Council if they require more than 10% of the allotment plot paved. Tenants with mobility issues may apply for permission to increase the additional hard standing and each case will be dealt with separately on its merits.
22. The Tenant shall not keep or manage any animals or livestock on the allotment garden except hens (not cockerels) and rabbits as permitted by and in accordance with section 12 of the Allotment Act 1950 and clause 34 below. Hens and rabbits may only be kept with prior written permission from the Council and they must be kept in good health and condition with adequate food, water and waste disposal. The Tenant shall be liable to pay compensation for damage caused by themselves, their rabbits or hens. Officers of the Council and/or an inspector of the Royal Society for The Prevention of Cruelty to Animals shall be entitled to inspect at any time without notice and shall be entitled to remove any animals if deemed necessary.
23. Dogs are permitted onto an allotment field but must be under control on a short lead at all times.
24. The Tenant is not permitted to plant any trees other than fruit trees on the plot. A maximum of two dwarf rootstock fruit trees that grow to a maximum height of 3 metres are permitted on a 5 rod plot and multiples thereafter with the remainder of the plot under cultivation.
25. The Tenant shall not permit any children to enter the allotment field unless supervised by the Tenant at all times. If any damage is caused by the children, then the Tenant is liable to pay compensation. No play equipment is allowed on any allotment plot or any part of the allotment field e.g. swings, trampolines or paddling pools.
26. The Tenant shall not permit any person to sleep overnight on their allotment plot or in any building on the allotment field.
27. The Tenant shall not install cameras without prior permission from Ipswich Borough Council. Strictly no permission shall be granted for the use of a cctv system for surveillance of human activity.
28. The Tenant shall not use the allotment plot for illegal or anti-social purposes nor is the Tenant permitted to bring or use onsite any weapons or animal traps.
29. The Tenant shall not bring or cause to be brought onto the allotment field any material containing asbestos or any other dangerous or hazardous material. Where any asbestos or other dangerous or hazardous material has been discovered, the procedure for any removal must be approved by the Council.
30. The Tenant shall not bring or allow to be brought on to the allotment plot or allotment field any barbed wire or razor wire.

31. If a Tenant uses anti-vandal paint to aid the security of their plot signage must be visibly displayed.
32. Chemicals that are kept on a plot must be securely stored at all times and must not be used by anyone under the age of 18. They can only be used by a competent person with full knowledge and experience in handling and administering such chemicals. The Tenant shall not use the chemicals excessively and shall not cause a nuisance to adjacent plots and the Tenants of the Allotment Field including but not limited to causing spillages/ spray drift onto other plots or elsewhere on the field.
33. Water is supplied for watering crops and livestock only from April 1<sup>st</sup> until the 31<sup>st</sup> October. The Tenant may use a hand held hose, but the use of a sprinkler is prohibited. No modifications to the irrigation system may be made by Tenants. The washing of vehicles is prohibited. The Council will turn off the water supply from the 1<sup>st</sup> November until 31<sup>st</sup> March and the Tenant must make their own arrangement to bring water onto the site for livestock etc. during this period.
34. Permission must be requested from and granted by Ipswich borough Council for any structure on a plot. The maximum dimensions allowed and acceptable build materials are listed below. Structures must be contained to one plot and not cross onto adjacent plots. Heras fencing and similar high level fencing is not to be used to enclose plots. Any other form of fencing used should not entirely enclose the plot and should not be locked.

#### **Permission for Sheds**

The building is constructed of wood with either a Ruberoid or corrugated metal roof.

- Maximum dimensions: 2.4 m x 1.8 m with lean to roof  
2 m height at the ridge falling to  
1.9 m at the eaves

#### **Permission for Glasshouse/Polytunnel**

The structure is constructed of wood or a metal framework.

- Maximum dimensions: 3 m x 2.5 m with  
1.5 m height at the eaves

#### **Permission for Hen Coup/Rabbit Hutch**

The structure is constructed of wood with either a ruberoid or corrugated metal roof. A maximum of 3 hens or 3 rabbits or a combination totalling of 3 animals per 5 rod plot and multiples thereof:

- Maximum dimensions: 3 m x 2.5 m  
1.5 m height at the eaves

The area used for keeping the hens should not exceed 2.4 m x 2.4 m for 6 hens. Hen coups should be contained to one plot and not cross to adjacent plots.

### **Permission for bee hives**

When a Tenant requests to have permission to keep bees they have to meet the following conditions:

1. Written agreement from the surrounding Tenants must firstly be obtained.
2. The Tenant keeping the bees has to attend a course that is recognised by the British Beekeepers Association.
3. The bee keeper should become a member of the British Beekeepers Association that way they have insurance coverage in place
4. The hives should be sited such that there is a barrier in place that ensures the bees cannot swarm directly from the hive e.g. a 1.8 metre barrier is placed in front of the hive such that any bees leaving the hive have to travel up above head height.

The permission letter states that the hive is to be located at the discretion of the Field Secretary with advice from Ipswich Borough Council Wildlife Team.