Salford City Council
Allotment Rules and Regulations

Adopted 30th July 2018
Salford City Council

Allotment Rules

Definition of Terms

‘The council’ means Salford City Council and includes any committee of the Council or an Officer appointed by the Council under the Allotments Acts 1908 – 1950.

‘Allotment Officer’ means the duly authorised employee of the Council whose role is to manage the allotment sites.

‘Rules’ means these rules

‘Allotment Plot’ means the area of land used primarily for the cultivation of fruit and vegetables which is let to the tenant.

‘Stock Plot’ means the area of land used for the cultivation of fruit and vegetables and designated livestock.

‘Pigeon Plot’ means the area of land used to keep pigeons only

‘Tenant’ means a person who holds a tenancy of an Allotment

‘Tenancy’ means the letting of an Allotment to a Tenant.

‘Site’ means the entire area of land owned or leased by the council comprising allotment gardens, roadways and buildings.

‘Association’ means an Allotment Association (Society or other such group) which manages a Site on behalf of the Council.

‘Tenancy Agreement’ means the document in the form approved by the Council, confirming the letting of an Allotment to a Tenant.

‘Rent’ means the annual rent payable for the Tenancy of an Allotment and all amenities provided with it.

‘Salford Allotment Federation’ (SAF) means the unincorporated association representing Allotment Associations and Tenants.
1. **Application**

1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 (as amended) and apply to all Allotments including any let before these rules came into force. They come into force on the date they are sealed.

1.2 Tenants must also observe any other rules or regulations which the Council makes at any time in the future.

1.3 Tenants must comply with all directions given by an appropriate Officer of the Council or any directions properly given by or on behalf of an Association.

2. **Allocation of Vacant Allotments**

2.1 All tenants must complete and sign a Tenancy Agreement.

2.2 Any person, who at the time of offer by the Council of an allotment garden, is resident in the area governed by the Council, shall be eligible to become a tenant of an allotment garden.

2.3 New tenancies will be offered by the Council to applicants, and this will be done in order of receipt of applications.

2.4 Successful applicants may nominate a wife, husband or civil partner who shall be given first opportunity to take on the tenancy of the allotment plot in the event of the death of the tenant. Such nominees must reside at the same address as the tenant.

2.5 Only one application per household will be considered.

3. **Assignment**

3.1 The Tenancy of an Allotment is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their Allotments (including chalet or tool locker or greenhouse) during the lifetime of the Tenancy.

4. **Rent**

4.1 The rent of an Allotment shall, unless otherwise agreed in writing, be paid annually in advance on the first day of January.

4.2 Tenants must pay rent when the Council requires. The Council may from time to time offer or require discounts to be made on whatever basis the Council decides.

4.3 Rent may be increased at any time provided the Council takes reasonable steps to give all Tenants twelve months notice.

4.4 The Council may increase the rent with not less than three months notice where additional amenities (e.g. water supply) are provided on a Site that is to
the level appropriate to a plot with those facilities.

5. Cultivation and Use of Allotments

5.1 Tenants must use Allotment plots for their own personal use and must not carry out any business or sell produce from Allotment sites.

5.2 Allotment plots must be kept clean and in good condition, free from weeds and in a good state of cultivation. Allotment plots must be cultivated to at least 75% of the total area. Where a tenant fails to maintain a good standard of cultivation, the Council or Association will serve a ‘Notice to Improve’ giving a specific period for improvement. Failure to improve the Plot may lead to termination of the Tenancy following a Notice to Quit being issued by the Council or Association.

5.3 Tenants must not cause any nuisance or annoyance to the occupier of any other Allotment or obstruct any path set out by the Council for the use of the occupiers of the Allotments.

5.4 Allotments must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.

5.5 Tenants must keep hedges, fences and gates within the boundary of their Allotment properly cut, trimmed and maintained and ditches within the boundary of the Allotment properly cleaned and maintained.

5.6 Tenants must not cut or prune any trees adjoining the Allotments, without prior approval from the Council.

5.7 Tenants may only cultivate fruit trees on allotment plots. A maximum of 6 dwarf fruit trees may be planted per plot except with permission from the city council or association.

5.8 Tenants must comply with all directions given by a duly authorised Officer of the City Council or any directions properly given by a duly elected officer of an Association or Trust for the site, acting on behalf of the City Council’s duly authorised officer.

5.9 The Tenant shall be responsible for the Allotment and all that is on it. The Tenant shall be responsible for the removal from the Allotment at the termination of the Tenancy, of all goods, chattels and buildings, not owned by the Council, whether or not subject to hire purchase or rental agreements. If the plot is left in a poor state of cultivation or there are any items left on the Allotment after the Tenancy has terminated they will be disposed of in any manner, which the Council deems fit and the cost of such disposal may be recovered from the Tenant.

6. Waste management

6.1 Allotment holders must make every effort to compost appropriate waste materials for future use on the allotment plot. Any pernicious weeds (eg Japanese Knotweed, plants infected with disease such as club root or white rot) should be burnt when dry or taken to an approved disposal facility.
6.2 Any non-compostable material must be bagged, sealed and removed from site by the tenant.

6.3 Bonfires are only permitted on site for the burning of dry plant material, providing that such bonfires do not cause nuisance or annoyance to other tenants or local residents. Bonfires must not under any circumstances be left unattended.

6.4 Asbestos: Asbestos cement is quite commonly found on allotments, sometimes as part of structures such as garden sheds but more commonly as fragments buried in the soil. If managed correctly (e.g., painted and left undisturbed) asbestos cement carries little risk. If you wish to remove a structure containing asbestos, contact the allotment manager for advice on how it should be dealt with. To make asbestos cement found in the soil safe, first thoroughly wet it using a watering can; then, using gloves, put the pieces in a stout plastic bag (a builders rubble sack is fine), place this bag in a second, seal and label the bag and leave it in a place on your plot where it will not be disturbed by you or anyone else. Contact the allotment manager giving your site name, your plot number, and the location of the bagged asbestos so that it can be collected and disposed of appropriately. Do not bury asbestos or move it from your plot.

6.5 The storage of any toxic or hazardous materials or materials not for use on the allotment is strictly forbidden.

7. **Other Restrictions**

7.1 Hose pipes shall not be used for any other purpose than filling water containers.

7.2 Tenants must not bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire or razor wire onto the Allotment unless authorised in writing by the Allotments Officer.

7.3 Only recognised horticultural products shall be used as a weed suppressor. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner and must not be allowed to become a hazard or nuisance to people or the environment.

7.4 No toxic or hazardous substances or contaminated waste, tyres or carpets should be stored or brought onto the Site.

7.5 Rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on the Allotment or any adjoining land by the Tenant or by anyone else.

7.6 Tenants must not remove any mineral, gravel, sand, earth or clay from the Allotment unless they have written permission to do so by the Council.

7.7 Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment.
7.8 The Allotment may not be used for any illegal or immoral purpose and the Tenant must observe all relevant legislation or Codes of Practice relating to activities he/she carries out on the Allotment.

7.9 Where the Council’s legal title to a Site requires certain covenants and conditions to be observed, all Tenants on that Site must observe those covenants and conditions.

8. Dogs, Animals and Bees

8.1 Dogs must not be kept on an allotment and they must not be brought on to the Allotments or any part of the site unless they are on a lead. All fouling must be removed from site.

8.2 Animals or livestock may be kept on designated plots as per the following designations

8.2.1 Allotment gardens/plots: A maximum of ten hens and ten rabbits is permitted per whole plot. The hens or rabbits are to occupy no more than twelve square metres or one-fifth of the total area of any individual plot. Cockerels are not permitted.

8.2.2 Stock Plots: Tenants on designated stock plots may grow vegetables and keep chickens (but not cockerels), rabbits, ducks and geese, up to a maximum of ten of each species.

8.2.3 Pigeon Plots: Tenants on designated pigeon plots may keep any bird belonging to the genus Columbidae on a designated pigeon plot.

8.3 All animals must be kept in such a place or in such a manner as to not be prejudicial to health or a nuisance. Tenants must obtain prior permission from the Council or Allotment Association to keep livestock and must comply with any husbandry conditions as required.

8.4 Any part of the Allotment used for keeping livestock must be securely and adequately fenced to the satisfaction of the Council. Structures must comply with the Council’s specifications.

8.5 All livestock must be provided with a clean, comfortable shelter, fresh clean drinking water on a daily basis and suitable food in ample quantity. Housing must be kept in good order and must be regularly cleaned and disinfected as necessary. Livestock must be given sufficient space to move freely and follow their natural patterns of behaviour. Grain and foodstuffs must be stored in rodent proof containers.

8.6 It is illegal to bury livestock carcasses on an allotment site. Appropriate arrangements must be made by the tenant to dispose of any carcasses.

8.7 Stock plots with no livestock present for more than three months or pigeon plots with no pigeons present for more than three months will be subject to termination of the Tenancy by the Council.

8.8 The Tenant shall not bring beehives onto the Allotment site without the prior written consent of the Council and the Council may impose Conditions to the consent to minimise nuisance or inconvenience. Any beekeeper authorized to
keep beehives on an Allotment site shall have completed an appropriate training course and shall hold appropriate insurance.

8.9 The Council reserve the right to permit outside agencies (e.g. R.S.P.C.A) to inspect Allotments with respect to animal health and environmental issues.

9. **Unauthorized Persons**

9.1 Only the Tenant, or a person authorised and/or accompanied by the Tenant is allowed on a Site.

9.2 The Council may order any person entering the Site unlawfully or in breach of these to leave immediately.

9.3 The Council may take action against a Tenant for allowing an unauthorised person to be on the Site, when it has reasonable grounds for believing that by permitting unlawful access, the Tenant has seriously inconvenienced other users of the site.

9.4 The transfer of keys to any unauthorised person(s) is strictly prohibited.

10. **Paths**

10.1 Paths provided by Tenants must be within the boundaries of their own Allotments and kept reasonably free from weeds.

10.2 Paths between two Allotments must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.

10.3 Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Allotment(s).

11. **Sheds, Buildings, Structures and Ponds**

11.1 The Tenant must not erect any new fences or gates or any other structures or construct ponds on the Allotment garden without the prior written consent of the Council, and the Council may impose such conditions to the consent as they think fit.

11.2 Rules and Regulations concerning the ERECTION of buildings on Allotment sites are contained in a separate document.

12. **Council Chalets, Greenhouses and Tool Lockers**

12.1 Any chalet, greenhouse or tool locker must not be used except in connection with the proper cultivation of the Allotment and in particular no trade or business may be carried out from the chalet, greenhouse or tool locker.

12.2 Petrol, oil, fuel, lubricants or other flammable liquids must not be stored in the chalet, greenhouse or tool locker.

12.3 The Council is not to be liable for loss of, or damage to, whether by accident, fire, theft or otherwise, any tools or contents in the chalet, greenhouse or tool locker.
12.4 The Council shall not be obliged to replace or repair any chalet, greenhouse or tool locker which is destroyed or damaged.

12.5 The Tenant shall take reasonable care of the contents of the chalet, greenhouse or tool locker and shall be liable for any damage caused by the contents.

12.6 The Tenant must not move, demolish or alter the chalet, greenhouse or tool locker but must keep them in good repair at all times and in particular, must make good any defect or repair within one month of the Council giving the Tenant a notice specifying the repair required.

13. **Inspection**

13.1 The Allotment (and any shed or greenhouse on it) may be inspected by an Officer or member of the Council or Association at any time and the Tenant must give whatever access is required by them.

14. **Disputes**

14.1 Disputes between Tenants are referred to the Association or Council as appropriate.

15. **Termination**

15.1 Unless otherwise agreed in writing, the Allotment Tenancy is to terminate on the 31st December next after the death of the Tenant, or whenever the Tenancy terminates.

15.2 The Allotment Tenancy may be terminated by the Council by re-entry after one-months notice if:

   15.2.1 The rent is in arrear for not less than forty days
   
   15.2.2 The Tenant is not duly observing the rules affecting the Allotment, or any other condition of the Tenancy,
   
   15.2.3 the Tenant becomes bankrupt or compounds with creditors.
   
   15.2.4 it appears to the Council that the tenant of an Allotment, not less than three months after the commencement of the tenancy thereof, is resident outside of the City Council's boundary.

15.3 The Allotment Tenancy may be terminated by the Council or the Tenant by 12 month’s notice in writing expiring on the 31st March in any year.

15.4 The Allotment Tenancy may be terminated by the Council by re-entry after 3 month’s notice in writing on account of the Allotment being required for any purpose,

   15.4.1 other than use for agriculture, for which it was acquired by the Council or has been appropriated under any statutory provision: or

   15.4.2 for building, mining or any other industrial purpose for roads or sewers, necessary in connection with any of these purposes.

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16 **Change of Address**

16.1 Tenants must immediately inform the Council in writing of changes of address.

16.2 Any notice must be served on a Tenant either personally or by leaving it at the tenant’s last known address, or by registered letter or by recorded delivery letter addressed to them there, or by fixing a notice in a conspicuous manner on the Allotment.

16.3 Notices served under paragraph 16.2 will be treated as properly served even if not in fact received.

16.4 Notices to be given to the Council should be addressed to the Director of Environmental Services, 631 Eccles New Road, Salford, M50 1SW or such other addresses as the Council notifies in writing to the Tenant.

17 **Interpretation and Repeal**

17.1 The allotment rules made on the 27th day of May 2010 are hereby repealed.

17.2 Given under the Common Seal of the Council this 30th day of July 2018.