



Leeds City Council Parks and Countryside

Allotment Rules

February 2010

RULES WITH RESPECT TO ALLOTMENT GARDENS

Leeds City Council Rules with respect to Allotment Gardens

1. Payment of Rent

- (1) The rent of an allotment garden shall be paid yearly in advance on the 1st day of October in each year and
- (2) If the rent is unpaid on or by the 10th day of November in any year then (unless the Council agrees in writing to the contrary) the tenancy terminates automatically.
- (3) The Council reserves the right to increase the yearly rent on and from 1 October in any year after giving not less than six months written notice to the tenant.

2. Joint Tenancy

- (1) Where two or more persons wish to jointly work an Allotment Garden not exceeding 250 square metres in area then subject to below each person shall sign a Joint Allotment Agreement.
- (2) An application for joint tenancy shall be made by the existing tenant who wishes to share the use and enjoyment of the allotment with a family member or friend who is not otherwise the sole or joint tenant of any other allotment in Leeds.
- (3) A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- (4) One joint tenant shall always be nominated as the "Principal Tenant" who is responsible for all payments and correspondence relating to the allotment. Where an existing plot holder wishes to change his/her tenancy to a joint tenancy then the existing plot holder shall be the "Principal Tenant".
- (5) Where the "Principal Tenant" wishes to terminate his/her interest in the allotment then another joint tenant must first consent in writing to the Council to be "Principal Tenant" and if no other joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.
- (6) The cultivation or use by a joint tenant of additional allotment plots on any allotment site in Leeds is not permitted.
- (7) Every joint tenant is responsible for observing and complying with the allotment rules.

3. Termination of a Tenancy of an Allotment Garden

The tenancy of the allotment garden (unless subject to a joint tenancy or otherwise agreed in writing by the Council) shall terminate upon the death of the tenant. (The Council will afford members of the family of the deceased to removing growing crops). All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land.

The tenancy may be terminated by the Council by re-entry after one month's notice:-

- (1) If the rent is in arrears for more than 40 days; or

- (2) If any tenant (including a joint tenant) is in breach of the Allotment Garden Rules affecting the allotment garden or any other terms of condition of their tenancy.

The tenancy may also be terminated by the Council by giving such notice as is provided for at section 1(1) of the Allotments Act 1922

A tenant (including one of 2 or more joint tenants) may terminate the tenancy at any time

4. Services of Notices

Any notice from the Council may be served on a tenant either personally or by leaving it at his last known postal address or by fixing the same in a conspicuous manner at the allotment garden.

Any notice from a tenant to the Council is served on the Council by handing the same to a Parks and Countryside officer of the Council or by delivering the same or posting the same by first class letter post to Parks and Countryside, Leeds City Council, Farnley Hall, Hall Lane, Leeds LS12 5HA.

5. Power to Inspect Allotment Gardens

Authorised Officers of the City Council shall be entitled at any time to enter and inspect any allotment either administered by the City Council or leased to a Self Administered Association. A key for the gate or the combination number of the lock on Self Administered allotments shall be deposited at the Allotment Office with a durable label bearing Allotments Site name.

6. General Conditions under which the Allotment Gardens are to be Cultivated

Every tenant of an allotment garden shall comply with the following conditions:-

- (1) To keep the allotment garden clean free from weeds and cultivated with compost or recognised soil improver and otherwise maintain it in a good state of cultivation and fertility.
- (2) Not to place or keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and

Not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – in particular not asbestos, building materials, poisons etc.

- (3) To cultivate at least 60% of the area of the allotment for the production of edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawn, flower beds etc.). Children's swings, paddling pools, or similar are not permitted. Cars must not be parked on allotment plots.
- (4) To cultivate the whole of the allotment garden personally and not to underlet, assign, exchange or part with the possession of the allotment garden or any part of it without the written consent of the Council such consent to be at the absolute discretion of the Council.
- (5) To keep the internal hedges, and the internal face of adjoining boundary hedges on the

allotment garden properly cut and trimmed and to keep all ditches and water courses clean and free flowing.

Note: the Council retains responsibility for all external boundaries and the trimming from time to time of the top and external face of allotment site boundary hedges.

- (6) As regards the allotment garden to observe and perform all conditions and covenants contained in the conveyance or in the lease or in any other agreement under which an Allotment Association holds the land.
- (7) To observe and perform every other condition which an Allotment Association or the Council considers necessary to preserve, develop and/or improve the allotment garden.
- (8) Not to cause any nuisance or annoyance to the occupier of any other allotment garden nor the owners or occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotment gardens. Failure to observe this condition will constitute a serious breach of this agreement on the part of the tenant and will result in one months notice to terminate the tenancy.
- (9) Not without the written consent of the Council, prune any timber or other trees and not to sell or carry away any turf, mineral or gravel, sand or clay.
- (10) Not without the written consent of the Council or an Allotment Association, erect or place or permit on the allotment garden any building, greenhouse, polythene tunnel or other structure except as permitted at (12) below.
- (11) One cold frame and one tool box not exceeding respectively 3.65 metres by 1.2 metres and 1.8 metres by 1.2 metres and not exceeding a maximum height of 0.45 metres above the ground level, shall be permitted on the allotment garden.
- (12) Not to use barbed wire or any other fencing material that may cause injury on a fence or as a fence adjoining any path set out for the use of the occupiers of the allotment gardens.
- (13) Not plant any trees or shrubs so as to overhang or interfere with any other allotment or any path or roadway on the allotment land.
- (14) Not without the written consent of the Council to keep any animals, poultry or pigeons at the allotment.
- (15) Not to plant or permit to grow on the allotment any willow, poplar, leylandii or any other trees which produce non-edible fruit, without the prior written consent of the Council, such consent to be at the absolute discretion of the Council. Failure to comply with this Rule will constitute a serious breach of this agreement on the part of the tenant and will result in one months notice to terminate the tenancy.
- (16) Tenants are permitted to bring a dog onto the allotment provided it is under proper control and kept within the confines of the allotment plot at all times, and provided that it does not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site. Failure to observe this condition will constitute a breach of the agreement on the part of the tenant and will result in this permission being withdrawn.
- (17) Not to light any fire or any part of the allotment so as to allow smoke to drift across a road or cause a nuisance or an annoyance to any person or persons.

- (18) To indicate the number of the allotment plot by a number peg or board, placed in a prominent position on the allotment.
- (19) Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
- (20) Not to deposit or permit to remain on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter in hedges, ditches or dykes on or adjoining the allotment.

Upon the termination of the Tenancy, (for whatever reason), the Tenant shall remove any structure on the vacated plot if it does not comply with the Approved Structures Details or if it has not been maintained properly in accordance with Approved Structures Specification. Failure to comply will mean that the Association or the Council will remove the structure and invoice the ex-tenant. (This ruling shall apply equally to both structures erected by the tenant or bought or inherited by them from the previous plotholder).