



**Leeds City Council  
Parks and Countryside**

## **Allotment Rules**

**July 2020**

Although these rules apply to city council managed allotments they are also the minimum standard applicable to self-managed sites.

### **1. Payment of rent**

The rent for each allotment is paid yearly in advance on the 1<sup>st</sup> October. If the rent is unpaid by the 10th December (unless the Council agrees in writing to the contrary) the tenancy terminates automatically. The Council reserves the right to increase the rent on and from 1<sup>st</sup> October in any year after giving the tenant not less than six months written notice.

### **2. Joint tenancy**

If two or more people wish to jointly work an allotment of not more than 250 square metres in area each person must sign a Joint Allotment Agreement (JAA) as follows:

- (1) An application for JAA must be made by the existing tenant with someone who is not otherwise the sole or joint tenant of any other allotment in Leeds.
- (2) 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.
- (3) One joint tenant shall always be nominated as the “Principal Tenant” (responsible for all payments and correspondence). An existing plot holder wishing to change his/her tenancy to a joint tenancy is designated the “Principal Tenant”. The “Principal Tenant” will not be able to relinquish their tenancy until at least 12 months after a joint tenancy is put in place.
- (4) Where the “Principal Tenant” wishes to terminate his/her interest in the allotment then another joint tenant must first apply in writing to the Council (or the association of a self-managed) to be “Principal Tenant”. If no other joint tenant is willing to be the Principal Tenant then the joint tenancy is ended and the plot re-let.
- (5) The cultivation or use by a joint tenant of other allotment plots on any other site in Leeds is not permitted.
- (6) Every joint tenant is responsible for observing and complying with the allotment rules.
- (7) Concessions on a joint tenancy are applicable to the “Principal Tenant” only.

### **3. Termination of a tenancy of an allotment**

The tenancy of an allotment, unless subject to a joint tenancy or otherwise agreed in writing by the Council, shall terminate upon the death of the tenant - members of the family will be given time to remove 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 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 rules affecting the allotment or any other terms of condition of their tenancy.

The tenancy may also be terminated by the Council as is provided for at section 1(1) of the Allotments Act 1922. A tenant 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

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 or posting the same by first class post to Parks and Countryside, Leeds City Council, Farnley Hall, Hall Lane, Leeds LS12 5HA.

#### **5. Power to inspect allotments**

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 allotment site's name.

#### **6. General conditions under which allotments are to be cultivated**

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

- (1) To keep the allotment clean, free from weeds and cultivated with compost or recognised soil improver and maintain it in a good state of cultivation and fertility. Paths between 2 allotment plots must be kept reasonably free of weeds up to the nearest half width by each adjoining tenants. Tenants must not leave any tools or equipment unattended on common pathways or other such areas of the site nor in any other way that may cause accident or injury.

- (2) Not to 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 any dangerous, harmful, polluting or contaminating substances. Pesticides brought onto site must comply with current legislation regarding safe use and storage. All such materials must be stored in a safe manner and must not be allowed to become a hazard or nuisance to others.
- (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, livestock, bees etc.). Children's swings, paddling pools, fixed play equipment or similar are not permitted on plots or the site. Cars must not be parked anywhere on the site other than within defined parking areas. No vehicles including caravans are to be left on the site overnight. If cars are brought onto allotments, this should be for the purpose of deliveries and collections only, except where there is a designated parking area - vehicles brought onto site are at the owner's own risk.
- (4) To cultivate the whole of the allotment personally and not to underlet, assign, exchange or part with the possession of the allotment or any part of it without the written consent of the Council.
- (5) To keep the internal hedges and the internal face of adjoining boundary hedges properly cut and trimmed and to keep all ditches and water courses clean and free flowing. The Council is responsible for all external boundaries and the trimming of the top and external face of allotment site boundary hedges.
- (6) To observe and perform all conditions and covenants in agreement under which an allotment association holds the land.
- (7) To observe and perform every condition which an allotment association or the Council considers necessary to preserve, develop and/or improve the allotment.
- (8) Not to cause any nuisance or annoyance to the occupier of any other allotment nor the occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotments. Tenants should not access any plot other than their own unless invited to do so by the tenant of that plot. Failure to observe this condition will constitute a serious breach of this agreement on the part of the tenant and will result in one month's notice to terminate the tenancy.
- (9) Not without the written consent of the Council, prune any timber or other trees on the allotment boundary and not to sell or carry away any turf, mineral or gravel, sand or clay. Tenants are not allowed to carry on any trade or business from their plots.
- (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 those permitted. See structure rules.

- (11) 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
- (12) 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.
- (13) Not without the written consent of the Council/Allotment Association to keep any animals, poultry, pigeons or bees at the allotment. Cockerels are not allowed to be kept on any allotment site and tenants are to abide by the Council's Poultry Keeping rules. Bee keepers are to be members of a British Bee Keeper Association.
- (14) Not to plant or permit to grow on the allotment any trees which produce non-edible fruit, without the prior written consent 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 month's notice to terminate the tenancy.
- (15) 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, and provided that it does not cause a nuisance or annoyance. 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.
- (16) Not to light any fire on 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. (see leaflet on Garden and Allotment Bonfires). Household waste or any other waste should not be brought onto the site to be burnt and tenants should compost where possible.
- (17) To indicate the number of the allotment plot by a number peg or board placed in a prominent position on the allotment.
- (18) Not construct or 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. Small ponds for wildlife are permitted of a maximum size of 2ft x 2ft and no more than 1ft deep. These should have tapered sides to allow access and exit for wildlife and should not include fish. Ponds should be situated away from pathways and adequately maintained to ensure they do not dry out. All ponds to be fenced off and/or covered with mesh.

- (19) Not to deposit or permit to remain on the allotment any refuse or decaying matter - this includes burying dead animals (except manure and compost as may be reasonably required for use in cultivation) or place any such matter in hedges, ditches or dykes on or adjoining the allotment.
- (20) The use of snap traps should not be used on any allotment site. Other methods of pest control such as glue or electronic traps should be used to control vermin.
- (21) Persons under the age of 18 may tend an allotment plot, however this must be undertaken under the strict guidance of a person aged over 18 who is the tenant. Children are very welcome on the allotment site although the tenant remains responsible for their safety at all times and must be supervised at all times.'
- (22) Only the tenant, or a person authorised or accompanied by the tenant is allowed on the allotment site. The Council may take action for breach of their tenancy agreement against any tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on site.
- (23) Tools and other personal equipment should be kept safe and secure when not in use. The Council does not accept responsibility for the loss or damage to such items nor does the Council accept responsibility for any injury caused by such items.
- (24) Do not leave glass such as to be used for cloches and cold frames lying around the site. It is a hazardous material and you could be liable if someone is injured by glass on your plot. Remove any broken glass and dispose of in the correct manner – don't bury any on your plot.

**Upon the termination of the tenancy, the tenant must remove any unapproved or poorly maintained structure on the vacated plot. Failure to comply will mean that the Association or the Council will remove the structure and invoice the ex-tenant.**