



HERTFORD TOWN COUNCIL

## **RULES FOR HERTFORD TOWN COUNCIL** **ALLOTMENT GARDENS**

ALLOTMENT ACT 1950



**All enquiries should be addressed to:-**

The Allotment Officer, Hertford Town Council,  
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**The Town Council Office is open as follows:**

Monday to Thursday 09.00am and 17.00pm  
Friday 09.00am and 16.30pm

## **Interpretation of Terms**

### **1. Throughout these rules, the expression:**

“Allotment Plot” or “Plot” means a defined area of land within each allotment site that is available to rent for an annual sum.”

“the Council” means Hertford Town Council and includes any committee of the Council. The Council will appoint such employees or others to carry out inspections or works at its sites as it thinks fit.

“Tenant” means a person who holds a tenancy of an Allotment Plot.

## **Acceptance**

- 2.** By accepting the tenancy of the Plot the Tenant agrees to observe and abide by the rules set out by the Council. The Tenant also agrees to abide by any other terms and conditions which the Council may implement from time to time.

## **Use**

- 3.** The Tenant must use the Plot as an allotment garden, that is to say, wholly and mainly for the production of vegetables, fruit and flower crops. Large garden shrubs are not permitted.
- 4.** The Tenant must not keep any livestock on the Plot except rabbits and hens (but not cockerels). The keeping of bees is permitted on certain sites with the prior written permission of the Council. Separate rules apply for the keeping of rabbits, hens and bees which must be complied with and the Tenant must also complete the relevant application form.
- 5.** The Tenant must not carry on any trade or business related to other interests beyond the terms of the tenancy from the allotment site. This includes using the Allotment Plot for miscellaneous storage.

## **Cultivation.**

- 6.** The Allotment Plot must be kept clean, free from weeds, in a good state of cultivation and fertility, and otherwise maintained in good condition.
- 7.** At least 80% of the allotment plot must be cultivated and in active use during the main growing season (March to September).. The Council will allow new Tenants a reasonable period of time to reach these standards especially if they have taken over a Plot in poor condition.
- 8.** Only small fruit trees may be planted on the Plot. These must be of a dwarf variety and kept suitably pruned so as not to encroach on any pathway or adjoining Plot. However no more than 40% of the Plot should be set aside as a fruit orchard. Other species of trees are not permitted.
- 9.** In the event that the Tenant is otherwise and temporarily incapacitated and unable to manage the Plot, the Council must be informed in writing. The Tenant must put in place measures to have the plot maintained at their own expense for the duration of their incapacity.

## **Boundary Paths**

- 10.** Any pathway separating the Allotment Plot from a neighbouring Plot must be kept clear from weeds and, where grassed, regularly cut or mown. It must also be kept clear of rubbish or any other obstruction and available for access at all times by neighbouring Tenants.

## Sheds and Other Structures

11. No building or other structure must be erected on the Allotment Plot without the prior written consent of the Council. This includes sheds, fruit cages, poultry housing, beehives, greenhouses, glazed cold frames and poly tunnels (only permitted on certain sites). Tenants must comply with the separate regulations for these structures (which are set out in Schedule 1) and must complete the relevant application form.

## Fencing, Gates and Access

12. Rabbit and vermin proof fencing may be erected around the Tenant's plot to fence it off from any pathways or other boundary set out by the Council. The fencing must be erected on a temporary basis whilst the tenancy of the Plot continues. Tenants must not use barbed or razor wire or corrugated iron as fencing materials.
13. To help maintain the security of the site, Tenants must ensure that the allotment barriers and gates provided by the Council for general access are secured after access and exit by those Tenants using such means.
14. The Council has previously agreed that there are no existing easements, dedicated footpaths, bridleways, Restricted By ways or By ways Open to All Traffic over the Council's property and there is no intention to create any easements or dedicated rights of way. Tenants who access the allotment site (Cromwell Road) via gates in rear fences of gardens do so without the permission of the Council and therefore cannot claim any easement or right of way over the Council's land.



## Rubbish

15. Unwanted plot refuse and discarded rubbish must not be left on Plots or communal areas at the site nor dumped into or over hedgerows or against boundary fences or on unused Plots. The Council recommends that all green waste should be composted by individual Tenants or collectively in a designated area, or burned if twiggy.
16. All rubbish should be removed from the site by Tenants, or by arrangement with the Council. Normally once per year the Council will arrange for a skip to be supplied on sites (Folly & Sele exempt) for the disposal of rubbish. Notices will be placed on site with details of skip dates and times.

## Bonfires

17. Bonfires are allowed for the burning of diseased plants and organic material, from the beginning of September until the end of April only.
18. Due regard must be made as to prevailing wind direction in order not to cause annoyance to residential or other neighbours. Any burning must comply with the policy of East Herts District Council's nuisance regulations.
19. Bonfires must not be left unattended and must be completely extinguished before the Tenant leaves the site. In the interests of safety, it is not advisable to have bonfires in extreme dry periods.

## **Nuisance and Mechanical Tools**

20. No nuisance or annoyance must be caused to the occupier of any other Allotment Plot or neighbouring properties.
21. Damage must not be caused to other Tenants' property, crops, nor to the infrastructure of the site.
22. In the interests of good relations with other Tenants or nearby properties, trimmers, mechanical cutters or rotovators may only be used between the hours of 09.00am to 8.00pm Monday to Saturday, and 9.00 am to 4.00pm on Sundays. The use of mechanical diggers requires express permission of the Council.

## **Watering**

23. The Tenant must exercise due and proper care of the water supply to prevent waste and must prevent contamination thereof and must not wash produce or tools in the water tanks.
24. The use of hoses by attachment to taps or by immersion into water troughs on the sites is forbidden. The Tenant should take reasonable steps to conserve and capture water. Water butts should be attached to sheds and covered with a loose lid where possible.

## **Chemicals and Weed Control**

25. Tenants must not bring on site or use any non-approved toxic chemicals. Tenants must safeguard the use of any approved fertilizers/chemicals and must not leave discarded items of this nature unprotected. Any chemical which is stored on site, must be stored in compliance with the control of Pesticides Regulations Act (amended) (1997) and the control of Substances Hazardous to Health Regulations (2002).
26. When using any type of chemical spray, a Tenant should speak to the Tenants on neighbouring Plots before use and be mindful of drifting chemicals in windy conditions. Organic sprays are preferable where possible.
27. If in doubt about the use of chemicals all Tenants are advised to contact the Council first to seek advice. Council staff are trained and use Roundup for weed control.
28. The Council does not recommend the use of old carpet to suppress weed growth. The Council may charge for removal of old carpet or other bulky items of waste abandoned on any plot. It is recommended that biodegradable, breathable plastics be used for weed retention.

## **Dogs / Leadable Pets**

29. Dogs must be kept under strict control and be kept on a lead at all times when on the site of the Allotment Plot. All dog faeces must be removed from the site or placed in the appropriate receptacle. All dogs/leadable pets must be kept securely within the Tenant's own plot.

## **Children**

30. Children and young people, whether individually or in family groups, whilst visiting any of the Council's allotment locations must be fully supervised in the interests of their own safety and those of others. Under no circumstances should children be allowed to wander around any site un-supervised.
31. Group or school visits should ensure that sufficient adults are present to control and supervise their charges. A risk assessment should be carried out before any such visit, and other members of the group should be made aware of the results of the assessment. Groups must have sufficient insurance to carry out visits to the sites. The Council will not take responsibility for any damage, loss or accident.



## **Other Important Terms of Agreement**

32. Children's swings and slides and household furniture are not permitted on Site
33. Ball games are not permitted on the allotment sites.
34. No timber or trees belonging to the Council must be cut or pruned, nor must any mineral, gravel, sand or clay, be taken, sold or carried away.
35. Firework displays are not permitted on allotment sites, nor must fireworks be ignited from any Plot at any time.
36. A pond may be permitted on an Allotment Plot with the prior written consent of the Council to a maximum size of 36" x 24", for frogs and newts for environmental purposes only. The pond must not be used for the keeping of fish. The pond must be netted, and other safety precautions implemented to prevent children falling in.



## **Vehicles**

37. Vehicle parking is permitted in designated areas only. Tenants must not park at the entrances to allotment gardens or prevent access by others. Plots are not permitted to be used for parking space.
38. No overnight or long term parking is permitted on any allotment site.

## **Criminal Damage**

39. The Council does not accept responsibility for stolen items or vandalism. All incidents should be reported to the police and a crime number be obtained. The Tenant's own insurance should cover these eventualities.

## **Assignment**

40. The Tenant must not assign, sublet or part with possession of all or part of their Allotment Plot.

## **Power to Inspect Allotment Gardens**

41. Any Member or Officer of the Council must be entitled at any time to enter and inspect an Allotment Plot for the purpose of managing or inspection.

## **Termination of Tenancy**

42. Once granted a tenancy will normally continue from year to year, subject to the following:

The tenancy of a Plot must, unless otherwise agreed in writing, terminate on the due next rent day. In the event of permanent incapacity, or the death of a Tenant; wherever possible surviving family members should advise the Council if they wish to continue or terminate the tenancy or right of occupation. Each case of tenancy succession will be considered individually.

A tenancy may be terminated by the Tenant by giving one month's notice to the Council in writing at any time.

## **Any tenancy may be terminated by the Council for and of the reasons outlined in the Allotments Act 1922 s1(1) in writing after twelve months notice.**

The Council also has the right to terminate any tenancy if the due rent is in arrears for more than 40 days, the Tenant is not duly observing the rules affecting the allotment made by or in pursuance of the Allotments Act 1908, or any other terms or conditions of tenancy, or if the Tenant becomes bankrupt or by default, compounds with creditors. The Council may also serve notice if it appears that the Tenant of an allotment, not less than three months after the commencement of the tenancy, is resident more than a mile out of the parish for which the allotments are provided.

## **Appeal Against Termination**

43. Appeals against a notice to quit must be made in writing to the Civic Administration Manager within 10 days of the date of the notice. The Civic Administration Manager may uphold or revoke the notice to quit.
44. In the event of the notice being upheld and the tenant remaining unsatisfied, the tenant may appeal to the Town Clerk. This should be communicated to the Town Clerk in writing within 10 days of the date of the notice containing the Civic Administration Manager's decision. The Town Clerk will review all evidence relating to the matter and consult with the Chairman of the Community Services Committee before making a final decision against which no further appeal will be permitted.

## **Notices and Change of Address:**

45. Any notice may be served on a Tenant personally or by leaving it at the last known address, place or abode or by letter addressed there, or by fixing the same in a conspicuous manner on the Allotment Plot involved.
46. The Tenant must immediately inform the Council in writing of any change in their address.



## **SCHEDULE 1**

**This schedule contains the regulations for sheds and other structures which the Council, as landlord, may grant the Tenant permission to erect or retain on their Allotment Plot.**

**The Council's consent is subject to the Tenant obtaining and complying with any applicable planning permission and building control regulations. If the Tenant is in any doubt as to the applicability of either planning permission or building regulations for their structure, the Tenant is responsible for obtaining advice from East Herts District Council, which is the local Planning Authority.**

**The Tenant is responsible for any costs relating to planning permission or building control regulations. Any liability associated with failure to comply is the responsibility of the Tenant.**

### **Existing Structures**

1. The Council honours pre-existing approved sheds, greenhouses and fruit cages on all Allotment Plots prior to January 2009, subject to these complying with current safety and insurance requirements.

### **Applications**

2. Applications for permission to erect sheds or greenhouses must be submitted on the appropriate form to the Council. No installation must take place until the proposal is agreed and written permission is obtained from the Council.
3. Applicants will be notified in writing, of the decision to grant or refuse permission. Appeals may be submitted in writing to the Town Clerk and will be determined at a meeting of the Community Services Committee.

### **Sheds and Greenhouses**

4. Tenants may apply to erect one shed and one greenhouse on every Plot between 5 to 10 poles. Tenants occupying a Plot less than 5 poles will only be granted permission for both a shed and greenhouse at the discretion of the Council.
5. The size of sheds and greenhouses permitted shall be determined as a proportion of the area of the Plot concerned and no more than 25% of the area of a Plot shall be occupied by a shed or greenhouse. Notwithstanding, the maximum size usually permitted is as follows:

10 pole Plot: 4ft by 6ft sheds 8ft by 6ft greenhouses

5 pole Plot: 4ft by 6ft sheds 8ft by 6ft greenhouses  
Less than 5 pole Plot: 6ft by 4ft shed and 8ft by 6ft greenhouse

6. Sheds and greenhouses must not be built with permanent foundations. Any base material, such as paving slabs should be removed by the Tenant on vacation of the Plot in the event that the shed or greenhouse is so removed.
7. Sheds must be of either timber or metal construction with either pitched or single sloping roof. The roof of the wooden shed must be covered with protective felt. All timber work must be treated with either wood preservative or natural brown or green coloured paint. All bare metal work sheds should be painted with a natural brown or green coloured metal paint.
8. Greenhouses may be of treated wood or metal framework, with either glass or polypropylene sheeting. All greenhouses constructed of glass must be sited away from main access paths to reduce the risk of damage. The Town Council takes no responsibility for damage to glass, howsoever caused and will not entertain any request for compensation.
9. All applications for greenhouses must satisfy the Town Council that the Tenant has public liability insurance in place before permission will be granted. A valid public liability insurance policy must be kept in place for the duration of the tenancy.

### **Fruit Cages**

10. Tenants are permitted to erect fruit cages and support structures for soft fruit and fruit trees but the prior written permission of the Council will first be required where the fruit cage is of a semi-permanent construction.
11. Fruit cages should not usually cover the whole Plot. They should be relative to the size of the Plot, allowing for normal planting outside of the cage, and not be overbearing especially when a greenhouse or shed is also present. Detailed drawings including sizes, materials and fixings should be included on the application form for consideration by the Council.

### **Polytunnels**

12. Polytunnels are not permitted on The Folly.
13. Polytunnels which do not exceed 3m L x 2m " x 2.5m H may be erected on the other sites with the prior written consent of the Council, and would be dependent on the number of previously approved structures on the Plot

### **Storage**

14. Tenants are advised not to store valuable equipment in their sheds or structures and must not store petrol, oil, lubricants or other inflammable materials therein.

### **Monitoring and Compliance**

15. The Council shall be responsible for monitoring compliance with any application, maintenance, condition and correct usage including ongoing insurance liability for structures on individual Plots and any communal agreed forms of storage.
16. Tenants shall be notified in writing of requirements to repair, maintain or remove any structure that does not comply within the conditions set out, or is believed to be unsafe or insecure.
17. On receipt of such notice the Tenant will have one month to comply with the notice.



## **Risk and Vacation**

18. All installations are at the risk of the Tenant. The Council accepts no liability for loss, damage or vandalism however caused.
19. In the event of a Tenant giving up a site, it is the responsibility of the Tenant to remove any construction from the Plot prior to vacation and termination of the agreement. The Council reserves the right to recharge the Tenant at cost, of any charges incurred during the removal of an abandoned structure because of the failure of the Tenant to clear the Plot to the satisfaction of the Council.
20. A Tenant can part with any structure to another Tenant on completion of a fresh set of applications being made to the Council under the above rules.

***The above rules were revised and adopted by Hertford Town Council on:***

***18 September 2017***

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