

St Ann's Allotments Handbook



Revised February 2020

The Handbook

This handbook is provided to assist new allotment holders to 'settle in' and operate their allotment from the start with the minimum of fuss. You should read it in conjunction with the Tenancy Agreement you have signed, as it gives more information about the legal provisions in that document and how they operate in practice.

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Part 1

Notes on the tenancy agreement The Front Page

This covers the basics of the tenancy: the identities of the parties and the property, the rent and the length of the tenancy. In effect, the document says that, provided that you pay the rent and carry out your obligations under the Agreement, you will be entitled to use the plot until the tenancy comes to an end.

Note particularly: The Landlord (or their agent) does retain a **right to re-enter** the property from time to time; this right is used for such things as:

- Inspecting the condition of the plot, and whether there are any problems or breaches;
- Safety inspections;
- Occasional improvements, either to your own plot or other gardens.

The people carrying out the inspections or works could include; the landlord's officers or people appointed by us, e.g. work contractors, or representatives of the utility companies (e.g. gas, electricity, water) or the emergency services. Where a visit is planned or routine, we will give you notice and try to arrange it at a time which is convenient for you, but if there is a need for emergency access, or if we have grounds to believe there has been a breach of your tenancy, this may not be possible.

The **rent** is payable yearly in advance, for a year or part of a year. The rent you pay is based on the size of the plot; a City-wide figure for allotment rents per square metre is set from time to time and we may follow the lead of the City in this regard (or make our own decision) and this is then multiplied by the size of the plot you take.

Many allotment tenants are entitled to **discounts** on their rent. If you are over pensionable age, or in receipt of Disablement Benefits or Jobseekers' Allowance or Income Support, please talk to Hungerhill Developments Limited (HDL) (see Section headed "Contact Details") about this. You will need to provide evidence of your entitlement each year (only at the start for age-related discounts) and you **MUST** keep us informed later of any changes in circumstances which might affect your entitlement (see Sections headed "Changes of your circumstances" and "Contact Details").

Allotment tenancies may be held either individually or **jointly** with one other person. If a "tenant" is actually two people, we will need to keep both sets of names, addresses and any discount details up to date at all times, so if there are any changes you **MUST** keep us informed. You must also nominate a single address for us to send rent accounts and other papers to, even if the two individuals have different addresses.

If you decide, as a sole tenant, that you would like someone else to be included in the tenancy, or as a joint tenant that you no longer wish to be included, this can usually be arranged – please talk to HDL (see Section headed "Contact Details").

We should stress one important point about joint tenancies, though – if it should happen that joint tenants fall out between themselves, there is very little that we can do. Both will be equally our tenants and we cannot take sides or attempt to resolve disputes.

The Other Conditions

These conditions relate to the way you are allowed to use the allotment. We have reprinted them all below; many are self-explanatory, but some need a little extra explanation.

1. You must pay the rent in advance on 1st April in each year.

Even though the formal Agreement does not require the Landlord to send invoices, you should always receive a bill for the amounts due, which will include instructions as to how to make payments. (But please note that, even if you don't receive a bill for some reason, you are still responsible for the rent payment.) You should always check the bill to make sure that it is accurate. If making payments causes difficulty, please tell us, as early as possible; we can often help, but late payments without explanation may result in court action and even eviction.

2. You must use the Allotment only as an allotment garden, as defined by Section 22 of the Allotment Act 1922, and in accordance with any Allotment Regulations made from time to time by the Nottingham City Council.

Section 22 of the Allotment Act 1922 says (amongst a number of other provisions!) that these gardens should be "wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family" and this is what is meant here.

Allotment holders use their plots in many different ways and the Landlord is happy to support and encourage this, as long as it is within the definition of an allotment garden given above.

We do expect more than half of your plot to be used for the production of fruit or vegetable crops. This area can also include other things used to help grow fruit and vegetables, such as greenhouses or polytunnels, compost bins, water butts and access paths.

If you grow fruit trees within a lawn or flower bed, the canopy or 'spread' of the tree will count as part of the area used for the production of fruit or vegetables.

The rest of your plot – i.e. less than half the area – can be used in other ways and this could include lawned areas or ornamental flowers. Obviously all other uses must still fit in with the tenancy agreement as a whole.

You are not allowed to live on the plot, nor sleep overnight there. (Forty winks on a long, hot, summer's afternoon is not prohibited!) You should not use buildings on the plot as garage or workshop, or to store items which are not used as part of your allotment gardening.

The current Allotment Regulations are printed at the end of this Handbook. They will change from time to time, in accordance with changes in best practice for allotment sites; when they do, the new regulations will be binding on you.

3. You must keep the whole of the Allotment properly managed and clear of litter.

There are many ways to look after your plot. Some people choose to grow vegetables in rows and keep the soil bare and weed free, while others use mulches or 'no dig' methods. We won't tell you which style of allotment gardening you should use, but we do expect you to use your plot, rather than neglect it, and to keep it in a basic state of care and cultivation.

You should not allow unreasonable amounts of weeds on your plot, especially if they are likely to spread into neighbouring plots or land. Some plants found on allotment sites (generally as weeds) can become serious problems. These include: Japanese knotweed, giant hogweed, Himalayan balsam. You must not plant these on your plot; if you find them, please contact HDL.

You can plant and grow trees on your plot but you must not allow them to grow to a size where they cast shade or cause a nuisance to other ploholders or to neighbouring properties.

Some large trees on allotments can have value for the wider area or be unusual specimens and this may be a reason to protect and not remove them. When you take on a new allotment plot HDL will note such trees on your Tenancy Agreement. If you have a tree on your plot which you think should be protected please contact HDL. Bear in mind, too, that some trees will already have other protection (for example trees in conservation areas, or those which are subject to Tree Preservation Orders) and you would need additional permissions before carrying out any work to such trees.

- 4. You must keep the inner half of any hedges on the boundary on the Allotment (and the whole of any hedges which are entirely within the Allotment) in good condition, and cut them, at least once each year (between October and February) to a height of no more than 1.5 metres.**

You should keep any internal hedges tidy and healthy and cut to around 1.5m (5 feet) high (outside the bird's-nesting season). Any hedges on the boundary of the plot should be cut to the centre line; your neighbour (or The Landlord, if the hedge is alongside an Avenue) should cut the other half. You should not remove any part of a hedge without our permission.

- 5. You must keep any fences, walls and gates on the boundaries of the Allotment in at least as good a state of repair as when the tenancy started.** We will not normally ask you to put these into better condition than they were in at the start of your tenancy, although we would ask you not to let them deteriorate further. Note too that you should not alter the entrance point of your plot or create a new entrance without permission.

- 6. You must keep any structures on the Allotment in good repair and condition.** Any structures on the Allotment are your responsibility and the Landlord will not normally interfere. However, if larger structures deteriorate to such an extent that they are dangerous, an eyesore, or cause annoyance or danger to neighbours (for example as a source of vermin), we may ask you to repair or remove them. If a particular structure is in poor repair at the start of the tenancy, we will tell you before you sign up to the Agreement whether you need to do anything with it. There may be a structure of particular interest on your plot (a Heritage Structure) and we will tell you if this is the case and if there are any special arrangements for the maintenance of this structure.

- 7. You must ensure that any bonfires are attended at all times, do not cause nuisance, and are extinguished before you leave the Allotment.**

Bonfires can be a problem for a number of reasons, including air pollution, health effects, and nuisance to neighbours. In most cases, occasional bonfires are allowed, but we may restrict the use of bonfires during certain periods of the year.

8. You must not transfer, sell, sublet or part with possession of the whole or any part of the Allotment.

The Allotment is intended for you personally, and you cannot rent it or sell it to anyone else, although you can of course ask family and friends to work on it as well as yourself.

9. You must not keep any livestock, bees, pigeons or animals of any kind on the Allotment (unless you have our written consent to do so).

For more details on this, please see Section headed "Livestock", below.

10. You must not allow any dogs on the Allotment, or the Avenues, except when secured by a lead or chain.

Please note, as well, that the Regulations require allotment holders to remove any dog faeces anywhere and dispose of them hygienically.

11. You must not construct any buildings or structures on the Allotment without Our written consent.

Further information is available in Part 2 "Buildings" on page 8 of the Handbook

12. You must not allow any accumulation of rubbish on the Allotment.

It is difficult to say conclusively what "rubbish" is, especially on allotments, where many of our tenants can and do re-use recycled material with amazing creativity and effectiveness.

However, you should keep the plot clear of items which will not be used in the future on your plot, or which are dirty or dangerous. Note that HDL have the authority to decide that specified materials must be removed

13. You must not store any unduly inflammable, explosive, toxic, radioactive or other dangerous materials on the Allotment.

14. You must not do anything which may result in or lead to the Allotment or the allotment site becoming contaminated (within the meaning of the Environmental Protection Act) or polluted.

We encourage allotment holders to look after their plots in ways which benefit the environment, and to use the minimum of chemicals. If you use garden chemicals (pesticides or fertilizers) on your plot these must be approved by the Health and Safety Executive (HSE), and you must follow the instructions for their use and disposal. If you have bought a pesticide or fertiliser from a shop within the last few years this is likely to be legal and approved for garden use, but some older chemicals may now be banned. (You can use chemicals approved for professional use but only if you are properly trained and qualified to use them.) You must not put barbed wire along the boundary of your plot i.e. as part of a fence or in a hedge.

15. Water is supplied to the St Ann's site and a charge is included in your rent. You must not waste water or misuse the supply. We cannot accept liability for any disruption or discontinuance of the supply.

Water is a very important asset for gardeners, but it is also an expensive and valuable natural resource. As part of your Agreement, you must not:

- Use the water supply for purposes other than allotment gardening;
- Take water from the system when you are not on your plot or use a sprinkler at any time;
- Use a hosepipe at all if a hosepipe ban is in place. If you do use the water supplied to the site:

- be aware that other ploholders may also be waiting their turn;
- try to use watering cans rather than hosepipes for all your watering; and
- make sure hosepipes do not leak and are firmly attached to the tap.

We encourage the use of rainwater collection and storage. Please ask for help or guidance on any aspect of water use or collection/storage.

Please note that during the winter months we will turn off the water supply to prevent damage to taps and pipes being caused by cold weather.

16. You must not do or permit anything on the Allotment which might be or become a nuisance, annoyance or danger to neighbouring property or its owners or occupiers.

The way you use your allotment must also comply with the laws of the land, even if something isn't covered specifically in the Agreement. Some of the most common situations where issues could arise include fly-tipping or disturbance to wildlife, but there are others.

You will also breach your Agreement if you are convicted of carrying out criminal offences on your plot or on the allotment site, including drug growing or dealing (or use or possession of illegal drugs), violence, assault, theft, vandalism, racial or other hate crime; or if you behave in an abusive or threatening way towards fellow gardeners, officers and representatives of HDL.

In addition, you must not carry out activities which may cause nuisance to other ploholders (or site neighbours), for example by making excessive noise, blocking accessways (even temporarily) leaving gates open, or compromising the security of the site and other ploholders.

You are responsible for the actions of anyone you invite to visit the site or your plot and the Landlords could take action against you if your visitors breach the conditions of the Tenancy Agreement.

17. You must not carry on any business or trade of any kind whatever on the Allotment.

This is an absolute rule, and breaches will result in eviction, but there is one small concession: if you have a genuine surplus of a crop, you are permitted to sell it. In accordance with the aims of the Allotment Acts, we will expect you to be growing a range of crops on your plot for yourself or your family; it isn't acceptable to grow only one or two crops and then claim to have a surplus of these to sell, but a genuine surplus may be sold (or given away). No other trade, profession or business, or even commerce-related activity (such as storing goods on the allotment before selling them somewhere else) will be permitted; allotments are intended for providing food for families and are subsidised as such. Note that any money you receive from selling produce may need to be declared as income, so you should inform the Inland Revenue or benefits office etc.

18. You must tell HDL if you change your address or other contact details, or if there is any change in your circumstances which may affect your eligibility for discounted rent.

You must tell us if your circumstances change, especially if you are receiving a discount on your rent, or may be entitled to one. You will be in breach of your Tenancy Agreement if you fail to do this and receive a discount when you are no longer entitled to it and you may also be committing a criminal offence.

19. At the end of your tenancy (however it comes to an end) you must give back the whole of the Allotment to us in good order and properly cultivated, and return any keys for the allotment site you may have. If we ask you to, you must also remove and reinstate any additions or alterations you have made during your occupancy and return the Allotment to the condition it was in at the start of your tenancy. We may make a charge for any breach of these obligations.

If you need any further information or advice about what you can and cannot do on your Allotment, please don't hesitate to ask HDL– see section headed “Contact Details”.

The Other Agreements

These provisions are more formal and relate mainly to what happens if something goes wrong.

1. We may re-enter the Allotment and take possession to end your tenancy immediately in the following situations:
 - 1.1 if you fail to remedy any breach of Your obligations under this Agreement after We have given You proper notice to do so; or
 - 1.2 if you fail to pay the rent within forty days of it becoming due;
BUT if we re-take possession in these situations, that will not prevent us from taking other action against you (such as action to recover arrears of rent).
2. We may re-enter the Allotment and take possession to end Your tenancy if You move Your normal place of residence outside the Nottingham City area, but only after giving You three months' notice of Our intention to do so.
3. We may re-enter the Allotment early and take possession to end Your tenancy if it is required for any of the purposes set out in Section 1(1) of the Allotment Act 1922, but only after giving You three months' notice of Our intention to do so.

As tenant, you agree that the tenancy will end if you breach any of its terms; it will also end (on 3 months' notice) if the land is required for any of the purposes set out in the 1922 Act (i.e. chiefly development or mining) – this occurrence is highly unlikely since our site has a Grade 2 Star listing at English heritage.

- 3.1 any notices necessary under this Agreement must be in writing, delivered by hand or ordinary post and addressed:
- 3.2 to You at Your address (or to Your last known address), or affixed conspicuously to the Allotment: or
- 3.3 to the Landlord at the address shown on the front of this Agreement (or to a different address if We inform you of one);

These are formal requirements, which you will need to think about if you ever need to take some form of action against the Landlord

4. We may deal with any property left on the Allotment at the end of this Agreement as through the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 applied.

This provision means that anything you leave on the Allotment after the end of your tenancy can be removed and sold – but we would have to give you a formal notice first. Again, if you have any queries about these provisions, please don't hesitate to ask a representative HDL – see section headed “Contact Details”.

Part 2: Other information and advice

Changes in your circumstances

If you move house, make sure you inform HDL so that you can still receive your rent bill, notices or other information.

If you are struggling to look after your plot – perhaps because of illness or short term personal difficulties – please inform HDL (see section headed “Contact Details”). We need to know so that the problem can be taken into account when your plot is inspected to see if you are using and cultivating it. We may also be able to help in some ways, such as helping with access issues, referring cases to helpful organisations, or investigating rent reductions. If you want to give up or change your plot, see section headed “Changing your tenancy”.

Keys and Locks

We will provide you with one key (or key card) to the allotment site on payment of a deposit. If you lose it, please contact HDL (see section headed “Contact Details”); there will be a charge for a replacement. You will need to return any keys or cards at the end of the tenancy; if you fail to do so, there will be an additional charge, to include the cost of changing locks.

If your plot has a gate, and you would like to keep it locked, you must supply the lock and keys.

Buildings

You must not construct any buildings or structures on the Allotment without our written consent.

Many people like to have a shed on their plot where they can store tools or shelter from the rain; and buildings can help to make up the character and heritage of a site. However, buildings can also damage the character of a site or the local neighbourhood and may be a nuisance to neighbours.

The rule is that ALL structures (including fences) on allotment plots need our written approval. Please contact HDL if you need more information about this. In all cases, anything you construct must not be designed or placed in a way which will cause a nuisance to your neighbours. Buildings or structures on your plot can only be used for activities allowed under your allotment tenancy agreement.

This also applies to pre-existing foundations, replacement of or modification to, an existing structure/building and supersedes any past discussions with previous management.

All temporary structures placed on an allotment must be maintained in a good condition and must be removed when no longer needed. Any structures falling into disrepair must either be removed or replaced as appropriate at your expense. When taking on a new plot any building or structure on that plot becomes your responsibility.

The area of all the structures on your plot must not take up more than 30% of your plot. Neither caravans nor motor vehicles (with or without wheels) may be sited on allotment plots.

If you do not get permission when it is needed you will have acted unlawfully and will also be in breach of your allotment tenancy.

Asbestos

Materials Containing Asbestos on St Ann's Allotments

Asbestos was once a commonly used building material. Although its import and use has been banned in the UK for many years it has found its way onto the allotments, mostly in the form of sheeting and corrugated panels. These were brought from home or work by resourceful allotment holders to be used for sheds, buildings, retaining soil, compost bays, etc. before the health risks were known. This material has a low total content of asbestos with the fibres firmly bonded within cement. Exposure to asbestos fibres is known to cause health problems. It is the release of fibres and their inhalation which poses a risk to health. Materials containing asbestos on allotments therefore need to be carefully managed by both those with responsibility for the site and individual tenants.

Management Responsibility

HDL will undertake a visual inspection of your plot prior to its letting. If products containing asbestos are observed or suspected they will be dealt with appropriately before you take on the tenancy. This could include the removal of sheets or pieces of asbestos cement. In agreement with you, the most appropriate action could be to exclude you from cultivating an area within a plot if soil contamination is suspected. However, HDL will not be able to inspect a plot and confirm with any certainty whether or not fragments or pieces of material containing asbestos may be present in the soil.

For established tenancies HDL has very limited capacity to manage the removal of small pieces of asbestos cement only. Please contact the office for further guidance. In all other circumstances we are required to instruct a licensed asbestos removal contractor. Please do not leave materials containing asbestos in communal areas, such as car parks or by hedges. This is fly tipping and costs money to remove.

Existing Structures on plots

If a structure on the plot is made of material suspected to contain asbestos, often the safest option is to leave it alone. Provided a building is of sound construction and in good condition there is no need to remove it and you can continue to use it safely. As a precaution you should not drill or hammer into the structure as this could release asbestos fibres into the air. It is the inhalation of these fibres, and not the material in a solid form, which is harmful to health.

Identifying and Handling Asbestos

Any material or product containing asbestos **must not** be brought onto your allotment. This is a breach of your tenancy agreement.

On no account should tenants seek to remove structures suspected of containing asbestos without guidance from an approved asbestos removal contractor. In all cases, if you have any concerns about materials you suspect may contain asbestos on your allotment you must contact HDL. Samples of the material can be taken for analysis and correct identification.

Appropriate disposal options can then be considered. Please note that HDL is not obliged to fund the removal of structures containing asbestos. Appropriate management of the situation may include preventing use of the structure and excluding work in the immediate area. Your rent charge would then be adjusted accordingly.

On occasions you may find a small piece of asbestos cement loose on your allotment. Where this is in solid form and not disintegrating, the following guidelines will help you deal with it safely and correctly. If you are in any doubt, contact HDL for further support. Handle only solid and intact pieces of the material and do not break or damage it further when handling;

- Dampen the material and surrounding area to further reduce the risk of releasing any fibres;
- For personal safety wear a dust mask, protective rubber gloves and, if available, disposable overalls;
- Litter pickers can be useful to collect smaller pieces without the need to handle them directly;
- Place the material in a fully sealed bag and then place this inside another – double wrapping – and tape shut;
- Contact Nottingham City Council on 0115 9152000 and arrange for a drop-off service at their waste disposal facility in Colwick – *please note, this a bookable service and you cannot turn up unannounced*;
- Remove from the site without dropping or splitting the bags and take it to the waste facility when you have booked your slot.

If you follow the above guidance you should experience no problems in removing small amounts of asbestos cement material safely from your allotment. If you have any doubts or concerns, or cannot remove the material yourself, please contact HDL for further support.

Bonfires

Bonfires are governed by a number of laws which apply to allotments. Under Section 80 of the Environmental Protection Act (EPA) 1990 the Council has a statutory duty to investigate complaints about bonfires and the Landlords will follow that guidance. We may take action in the case of bonfires which cause excessive smoke or where left-over ash and debris is not cleared up. If the Council finds that “smoke emitted from premises” amounts to a statutory nuisance they must serve an abatement notice under Section 80 of the EPA 1990. If this is not complied with, legal action may be taken in the Magistrates Court for contravention of the notice, for which currently there is a maximum fine of £5000.

The burning of commercial waste on allotment gardens is illegal – it should be dealt with using formal recognised disposal methods. If we find commercial waste being burnt on allotments, we must refer it to the Environment Agency, as well as taking action under the tenancy agreement. On some smaller sites, which are too close to houses or other sensitive sites, bonfires may be banned altogether.

Allotment holders’ co-operation will help reduce air pollution and improve the quality of the air we all breathe. It will also ensure nuisance is not caused to local residents and avoid the need for the City Council or the Landlord to consider taking legal action.

Livestock Rabbits and hens

Currently, no livestock is permitted on allotments, except:

Under the 1950 Allotments Act ploholders have the right to keep rabbits and hens (but not cockerels) on their plots. The Act says that you cannot do this if it is a trade or business, or if it is a health hazard, causes nuisance or conflicts with other laws.

The Animal Welfare Act 2006 sets out more recent law on keeping animals. The Landlord’s policy is that livestock on allotment sites is not encouraged, but keeping of rabbits and hens can be permitted where the numbers involved are small (sufficient to supply the needs of one family), the animals are kept in high-quality accommodation, and we are satisfied that they will be properly looked after.

As an overall guideline, the maximum number of animals that we will permit you to keep will be:

- 12 hens
- 5 adult/breeding rabbits

In all cases, you must get permission in writing from the Landlord in order to keep rabbits and hens.

Pigeons

There are a few allotment tenants who already have permission to keep pigeons and this permission will remain with them. However, no new permissions will be granted, whether for racing or show pigeons.

Bees

The Landlord recognises that bees can be successfully kept on allotments and that they are also important for the natural environment. However, there have been cases where bees have caused disturbance and distress to other allotment holders. We will normally allow you to keep bees on your plot if you make a request in writing and if you:

- Are a current full member of the Nottinghamshire Beekeepers Association (NBA)
- Hold an NBA Introduction Course attendance certificate, or a higher qualification; or, if a beekeeper for longer than 3 years, have been deemed competent by the NBA
- Have up to date public liability insurance

You will breach your Agreement if you keep bees without meeting these conditions.

Death of an allotment holder

If a sole allotment holder dies, it is important that his or her family informs HDL as soon as possible. We will help as much as possible in bringing the tenancy to an end with as little fuss as possible (for example, it will not normally be necessary to produce a grant of probate to us), and we will adjust the required notice period so as to permit the gathering in of any crops, if this is needed. If someone in the immediate family wishes to take over the allotment, this is sometimes possible (provided that the waiting list for the particular site is not too extensive; talk to HDL (see section headed "Contact Details").

If a joint allotment holder dies, the survivor will simply become the sole holder, without any further paperwork, but it is, of course, still necessary for the survivor to tell us what has happened.

Changing your tenancy

If you wish to give up your tenancy, you simply give us one month's written notice.

When we receive your notice we will arrange for your plot to be inspected. We will let you know if you have to carry out any works to repair or make good your plot (or make a payment in lieu). When the plot is in a satisfactory condition we will let you know in writing that your tenancy has formally ended.

You will not normally be allowed to pass your plot to anyone else, but there are a couple of exceptions:

- If you wish to exchange your plot with someone else in the City, who has had their own plot for at least three years, and both plots have been managed properly; or
- If you are acting as representative for a plot holder who has died, and would like to pass the plot on to a beneficiary or family member who is a City resident and does not already have a plot; and if the plot is in good condition, this can often be arranged (subject to HDL discretion) unless there is a significant waiting list for plots on the sites involved. Contact the HDL (see section headed "Contact Details").

Compensation

You may be entitled to some compensation if your tenancy is ended by a “notice to quit”, either with a “normal” 12 months’ notice, or a “special” 3 months’ notice (where redevelopment or mining is intended). (There is no compensation if notice is given for your breach of the tenancy conditions.) The amount is to compensate you for lost crops or for manure you’ve applied to the plot, and, under the 3 month notice, cannot exceed one year’s rent.

If your tenancy is ended between 29 September and 11 October then you would be allowed up to 21 days after the date of termination to remove the crops, which would reduce the compensation payable.

Part 3: The Landlords General Policies

We will be responsible for major repairs and site maintenance: for such matters as external site boundaries and gates, paths and avenues, water supply, external hedges, in accordance with the site’s Management & Maintenance Plan.

We will consult with you on major changes which may affect your tenancy or your allotment: such as making the Management & Maintenance Plans for your site, and future changes to the standard tenancy agreement. We will try to consult on other issues, too, such as changes to the policies and procedures we use and any additional rules or amended Regulations, but this may not always be possible.

We will work within the Landlords and Nottingham City Council ‘Equality & Diversity Policy’

This Tenancy Handbook outlines a range of ‘do’s and don’ts’ on how you can use your allotment plot, but it’s also designed to allow plotters to use their plots in a variety of ways. Under the terms of the Tenancy Agreement, plotters have a responsibility to look after and cultivate their plots, but the Landlord recognises that someone’s ability to do this can vary according to their health and circumstances. Please contact us if you are concerned about your capacity to manage your plot.

We will operate within a clear set of rules and policies in managing the Allotment Service: and those rules and policies will be available to plotters and members of the public. These include the Tenancy Agreement and this Handbook, the Policy & Procedures, individual site Management & Maintenance Plans, as well as broader documents, such as the Food Growing Framework and ‘Breathing Space’. Please contact HDL if you want copies of any of the documents not included in this Tenancy handbook.

We will operate a Complaint and Appeal system: Please tell us when we don’t get it right. Please contact HDL.

Contact Details

Where Your Tenancy Agreement, Handbook, or Regulations states that you must contact HDL to inform us of a change in circumstances or to seek permission to undertake an activity at Your Allotment, any notices necessary under this Agreement must be in writing, delivered by hand or ordinary post and addressed:-

The Landlord

Hungerhill Developments Ltd
27/31 Carlton Road
Nottingham
NG3 2DG

0115 911 2226

Other enquiries can be directed to the following:

Antisocial behaviour: phone 0115 915 2020

Police non-emergencies: dial 101

The Regulations

These are the Regulations passed by Nottingham City Council and adopted by the Landlord as at the date this handbook was issued. Any changes will be well-publicised at allotment sites all over the City, but if you are unsure about whether changes which affect you have been made, please contact HDL (see section headed "Contact Details")

The Nottingham City Council has made the following Allotment Regulations by Order, affecting all the Allotment Sites in the City of Nottingham which are owned or managed by the Council, in pursuance of the Allotments Acts 1922–1950, and in pursuance of the provisions in that behalf contained in the Tenancy Agreements made with each allotment holder. These Regulations replace all earlier Regulations.

Use

1. At least one half of the area of each Allotment must be used directly or indirectly for growing fruit or vegetable crops.
2. No more than 30% of the area of each Allotment may be covered by buildings and other structures.
3. Allotment-holders must keep their bonfires under control at all times, and must prevent them from causing annoyance, nuisance or danger to others. An officer of HDL may order that any bonfire must be extinguished at any time, and that any allotment-holder repeatedly causing annoyance, nuisance or danger may not thereafter have bonfires on their allotment.
4. Criminal offences and breaches of the general law by allotment-holders actually committed in connection with their allotments may be treated as breaches of the Allotment Tenancy Agreement, justifying forfeiture.

Maintenance of Allotments

5. Trees on Allotments may not be permitted to cast shade over or cause a nuisance or obstruction to neighbouring allotments or other properties, unless The Landlord or their agent determines (in writing) that a tree of specific type in a specific location is of benefit to the Allotment Site as a whole.
6. Healthy trees may not be cut down without HDL prior written approval and any trees damaged during the allotment-holder's occupation must be replaced.

Access ways and Avenues

7. All access ways and avenues on Allotment Sites shall be kept clear at all times. HDL and their staff are authorised to remove any obstructing vehicle or material (at the risk and cost of the allotment-holder responsible for the obstruction), and may treat repeated obstructions by an individual allotment-holder as a breach of the Allotment Tenancy Agreement, justifying forfeiture.

Boundaries and Boundary Structures

8. Barbed wire, razor wire, spikes, glass, or anything capable of causing significant harm to people or livestock, may not be used as part of any Allotment-boundary structure, nor may they be used within arm's length of any boundary.

Rents and Discounts

9. The rent payable for individual allotment plots may be reduced for tenants who are of pensionable age or who are in receipt of Disabled Benefits or Jobseekers' Allowance or Income Support. The Director of Sport, Culture and Parks may from time to time, at his entire discretion, vary the amount of, or the criteria for, such reductions and the landlords may follow that decision.

Concessions

10. Notwithstanding the general prohibition in the Allotment Tenancy Agreements against keeping livestock on allotments, HDL (at his entire discretion) may permit the following, in writing, in suitable individual cases:
 - The keeping of racing pigeons, where the allotment-holder has been authorised to do so, in writing, before the 31.12.2010 (note that no further permissions under this head will be issued);
 - The keeping of rabbits, chickens and bees, provided:
 - that the accommodation provided and the care of the animals meets all animal welfare standards (including RSPCA guidelines);
 - that no nuisance or health risks are caused to other allotment holders, or the owners or occupiers of neighbouring property; and
 - (in the case of bees only) that the allotment-holder is a member of the Nottinghamshire Bee Keepers Association, is regarded by them as competent, and also has adequate public liability insurance
11. Dogs on leads and under control are permitted on Allotment Sites and on the dog owner's own allotment, but any dog faeces anywhere must be removed and hygienically disposed of immediately.
12. Notwithstanding the general prohibition in Allotment Tenancy Agreements against the carrying out of any trade or business, allotment-holders will be permitted to sell or barter surplus crops with other allotment-holders on the same site, or remove them for sale elsewhere, provided that no more than 20% of the growing area of the allotment has been used for that crop.

Allocation and Transfer of Allotments

13. Allotments shall be allocated to qualifying individual applicants on a "first come first served" basis, and HDL shall maintain a waiting list where there are more applicants than available allotments.

The waiting list will give precedence:

 - to Nottingham City residents over non-residents;
 - to applicants who do not already have an allotment over those who have;
 - to individuals over organisations and community groups (who may be offered a letting agreement slightly different to those for individuals).
14. Applicants may be offered up to three Allotments; if the third is refused the applicant will be returned to the end of the waiting list.
15. Notwithstanding the general prohibition in the Allotment Tenancy Agreements against assignment and subletting, and the "first come first served" rule, HDL may (at his entire discretion) allocate plots to persons nominated as their successors by established allotment holders (i.e. those who have cultivated their plots well for a minimum of 3

years, and have no current material breaches of their agreements) or their legal representatives in the following circumstances:

- where established allotment-holders wish to give up or exchange their present plot;
- where a sole established allotment-holder has died, and their personal representatives nominate an immediate family member (including spouse or civil partner);
- where a sole established allotment-holder wishes to share occupation with another person as joint tenant;
- where joint established allotment-holders both wish for one of them to be relieved from his joint tenancy. When considering requests for allocation to nominees, HDL will have regard to whether or not
 - a) the nominee is resident in the Nottingham City area,
 - b) the nominee already has an allotment in the City area, and
 - c) there is a significant waiting list for that allotment site.