



Allotment Rules

1. Introduction

- 1.1 Rye Amenity CIC has delegated power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment sites.
- 1.2 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation.
- 1.3 These rules apply to all of Rye Amenity CIC's allotment sites.
- 1.4 We may need to amend these rules from time to time. If we plan to do so, we will consult allotment users in accordance with our consultation policy at the time before making any such changes.
- 1.5 If amended rules are brought in, a copy of these will be provided to those directly affected as soon as reasonably practicable. We will also provide a copy of current rules, on request, to anybody resident in our area.

2. Interpretation and definitions

2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole in order to understand their full effect.

2.2 The headings and cross-referencing we have used are for convenience only and do not affect the interpretation of the rules.

2.3 The following words and/or phrases have the meanings set out here:

- “We/us” means Rye Amenity Community Interest Company.
- “You” means the tenant of a particular allotment.
- “Allotment” means the particular allotment garden plot let exclusively to a tenant.
- “Allotment site” means all of the land held by us for allotment use on a particular site, including all the allotments exclusively let (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.
- “Family member” means somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as husband and wife or civil partner, provided they have lived with you as part of your household for at least one year before your death.
- “Structure” means building, shed, greenhouse, shelter, polytunnel or other similar construction on an allotment.
- “Your address” means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.

3. Allocation of tenancies and other allotment users

- 3.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure, which is set out at appendix 1.
- 3.2 Family members have a limited priority to take on allotments if the tenant dies, as explained in the appendix. Otherwise, the out-going tenant's particular circumstances or wishes have no influence over the allocation when the tenancy ends.
- 3.3 You may allow other people to come on to the allotment site and/or help you cultivate your allotment. But subject to paragraph 3.4, you must not:
 - Assign your tenancy;
 - Sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anybody else; or
 - In any way, charge others for permission to use your allotment (or any part of it).
- 3.4 You are responsible for the conduct and activities of anybody you allow on the allotment site in accordance with paragraph 3.3.
- 3.5 In exceptional circumstances, for particular projects that have a community benefit, we may allow sub-letting of certain allotments. Such arrangements must be made with us in advance and may only go ahead if and when we give written permission.

4. Tenancy preliminaries

- 4.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year, ordinarily from 1 January to 31 December, until it ends in accordance with part 13. Tenants who transfer to us from Rother District Council on 1 December 2013, will have an initial tenancy that runs from 1 December 2013 to 31 December 2014, thereafter such tenancy will be yearly, as described above.
- 4.2 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our decision will be final (see paragraph 12.8).
- 4.3 Before your tenancy begins we will remove any structure which is unsound.
- 4.4 You may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter (see paragraph 8.2). You should therefore ensure that you are prepared to assume that responsibility before you accept the tenancy offer, or ask us to reconsider our decision not to remove the remaining structure.

5. Rent

- 5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year and you must pay it immediately.
- 5.2 Thereafter you must pay your rent on or before 1 January each year.
- 5.3 We will write to you at least three weeks beforehand with notification of the rent and any other charges due for the coming year and details of how it can be paid.
- 5.4 From time to time we may operate concessions, which could reduce the rent due for certain tenants.

6. Use of your allotment

- 6.1 You must use your allotment wholly or mainly for the production of fruit and vegetables for you and your family or household.
- 6.2 You must not use your allotment for trade or business, camping or staying there overnight.
- 6.3 You must cultivate your allotment and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. You must comply, in particular, with the requirements of parts 7 to 12 and the conditions and guidance set out in appendix 2.

7. Boundaries and access

7.1 You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the allotment site or owners or occupiers of neighbouring premises.

7.2 You must not:

- Use barbed wire at all and/or fencing of more than two metres high;
- Obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments;
- Enclose your allotment to such an extent that it is inaccessible for inspection by us; or
- Go on to other allotments except with the permission of the tenant (see paragraph 10.3).

7.3 Paragraphs 4.2 and 12.8 deal with resolution of boundary disputes.

7.4 You must allow access through your allotment to other tenants where that is their only reasonable means of access to get to their allotment.

8. Structures

8.1 You must not install any structure (see definition in paragraph 2.3) on your allotment unless you:

- Get our written permission to do so;
- Comply with any conditions and guidance for doing so; and
- Maintain it in reasonable condition.

8.2 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began.

Paragraphs 4.3 and 4.4 deal with structures at a change of tenancy.

8.3 Appendix 3 deals with the factors to be taken into account as regards permissions, conditions and guidance for installations.

8.4 If you fail to comply with paragraphs 8.1 and 8.2 we may:

- Ask you to remove it; or
- Remove and dispose of it ourselves, if you fail to do so, and recharge you for these costs.

8.5 As well, or instead of, proceeding in accordance with paragraph 8.4, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see parts 12 and 13).

8.6 The above requirements for installations of structures also apply to alterations of structures if what is proposed would make the structure substantially different (as opposed to works of maintenance and repair).

9. Livestock

- 9.1 The only livestock you may keep on your allotment (subject to paragraph 9.2) are hens (but not cockerels).
- 9.2 You must get our written permission to keep hens, and comply with the conditions and guidance for doing so (see appendix 4).
- 9.3 If you fail to comply with paragraph 9.2 we may:
- Ask you to remove the livestock; or
 - Remove of them and dispose of them ourselves, if you fail to do so, and recharge you for these costs.
- 9.4 We may also proceed in accordance with paragraph 9.3 if it is necessary, in the interest of public safety, for example to contain the spread of disease.
- 9.5 As well as, or instead of, proceeding in accordance with paragraph 9.3, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see parts 12 and 13).

10. Use of the allotment site

10.1 You only have rights in respect of your allotment and the shared facilities of the allotment site.

10.2 You must:

- Respect the safety of other users of the allotment site;
- Have regard for the security of the allotment site, including locking the entrance gate where appropriate; and
- Drive at a speed that is appropriate to the site conditions (where applicable), such speed should not exceed 5mph.

10.3 You must not:

- Go on to other allotments except with the permission of the tenant;
- Dump anything (including green waste) on vacant allotments or other parts of the allotment site;
- In any other way make use of or cultivate vacant allotments or other parts of the allotment site; and
- Have firearms (including airguns) or explosives on the allotment site.

10.4 You may only:

- Use the shared facilities for the purposes for which they are intended. For example, you must not use the water supplies for car washing. Appendix 2 deals with restrictions on watering your allotment; and
- Have dogs on the allotment site if you keep them under control and clear up any dog fouling.

10.5 You must take into account the guidance about wildlife set out in appendix 5.

11.Nuisance and annoyance

11.1 You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds:

- Rowdy behaviour, including excessive noise, shouting or swearing.
- Failing to maintain boundaries in accordance with part 7.
- Failing to keep livestock in accordance with part 9.
- Failing to comply with the rules as to use of the allotment site in accordance with part 10.

11.2 You must not harass, intimidate or abuse anybody else on the allotment site.

11.3 Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.

11.4 Remember that you are responsible for other people that you allow on to the allotment site (see paragraph 3.4).

12. Enforcement and disputes

12.1 We may come on to your allotment at any time to inspect it.

Paragraph 7.2 requires you to make your allotment accessible.

12.2 Unless it is urgent that we take immediate enforcement action against you, and subject to paragraph 12.4, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.

12.3 During the first three months of the tenancy, we appreciate that it may take some time to bring your allotment under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.

12.4 In fairness to those on the waiting list, if it appears that you are not cultivating your allotment or you do not pay your rent on time, and you have not contacted us to give a reasonable explanation, we will take immediate steps to end your tenancy. Paragraph 13.3 explains how we may do this).

12.5 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.

12.6 We may recharge you for any costs we incur in taking action to deal with any breach or alleged breach of these rules.

12.7 If you are not satisfied with the service we provide, you can use our complaints procedure. If a problem cannot be resolved under our own complaints procedure, you can refer the matter to Rother District Council. Details of our complaints procedure are available on request.

12.8 Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final.

13. Ending the tenancy

(A) By you

13.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (but we can manage allotment sites and the waiting list more efficiently if you give us advance notice).

(B) Death

13.2 If you die during your tenancy, the tenancy ends immediately upon our being notified of or ascertaining the death. Part 3 and appendix 1, which supplements it, deal with the limited priority of your family members for a tenancy in these circumstances.

(C) By us

13.3 We may end your tenancy by re-entry at any time after giving you one month's written notice if:

- The rent (or any of it) is unpaid 40 days after it is due;
- We are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months has elapsed since the beginning of your tenancy; or
- You are not currently resident within the parish of Rye or within one mile of the boundary (as explained in appendix 1, you must be resident in the area when you take up an allotment tenancy).

13.4 We may end your tenancy by re-entry at any time after giving you three months written notice if the allotment is required for some other purpose.

13.5 We may end your tenancy, in any circumstances, by giving you 12 months written notice, and provided that the notice period expires in the winter months (either on or before 6 April of any given year or on or after 29 September of any given year).

14. Matters arising at the end of tenancies

- 14.1 At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules. You must also return any key to the allotment site.
- 14.2 You may remove any structures that you have installed. Any that remain once the tenancy has ended will be removed by us or passed on to the next tenant (see paragraphs 4.3 and 4.4) at our discretion.
- 14.3 Anything else (including livestock) that remains once the tenancy has ended may be removed by us.
- 14.4 We may recharge you our costs of putting right anything arising from your failure to comply with paragraph 14.1.

15. Giving formal notice

15.1 when we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods:

- handing it to you in person;
- posting or delivering it to your address; or
- leaving it on your allotment in a sealed transparent envelope so that it is clearly visible.

15.2 Remember that your address is the one that you last notified us of in the context of your allotment (see paragraph 2.3). It is your responsibility of any change of address during your tenancy.

15.3 When you need to give formal notice to us about your tenancy you must do so in writing and by any one of the following three methods:

- E-mailing it to our main email address;
- Handing it to one of our directors or staff in person;
- Posting or delivering it to us at our registered address, held by Companies House.

APPENDIX 1

Waiting List Policy

1. Rye Amenity CIC operates the 2 allotment sites in Rye, namely Love Lane and South Udercliff.
2. Applicants wishing to apply for an allotment may do so by completing an application form which can be collected from either the Rye Allotments Association or The Queen's Head, Landgate, Rye. Alternatively an application form may be requested via our email address: ryeamenitycic@gmail.com In our commitment to the environment we prefer to receive applications online.
3. Applicants must live within the Parish of Rye, or within one mile of the boundary.
4. The tenant conditions are that prospective tenants are:
 - Individuals (applications for the benefit of companies, associations, or other organisations must therefore be made on their behalf by a named person, who would remain responsible throughout the tenancy);
 - Over 18;
 - Resident of the parish of Rye, or within one mile of the boundary;
 - Not people we have information about that would give us reason to believe that they would be unsuitable tenants (in other words, evidence that they may not comply with these rules if offered a tenancy).
5. We hold one waiting list covering both allotment sites. Regardless of your site preference, you will be added to a single waiting list.
6. All applicants on the waiting list will be contacted annually in December to determine whether or not they wish to remain on the list. If no response is received within 28 days, their details will be removed from the waiting list.
7. An offer letter, including an allotment tenancy agreement and rule book, will be sent to the applicant when a plot becomes vacant and their name

is at the top of the waiting list. If the applicant wishes to take on the plot they must return the signed tenancy agreement within 21 days as stipulated in the offer letter. If no response is received within 21 days their name will be removed from the waiting list.

8. Due to high demand for allotment sites, if the applicant wishes to decline the plot they have been offered but wish to remain on the waiting list, their details will be moved to the bottom of the list.
9. Whilst demand is considered high for allotment plots applicants will be restricted to 1 plot per household. Existing plot holders with more than one plot will not be affected. Existing plot holders may add their name to a waiting list if they wish to change sites or plot. Once a new plot has been offered and accepted they will have 28 days in which to transfer any produce or possessions from their original plot to their new plot, before the tenancy is terminated.
10. Tenants of uncultivated plots will be contacted by email or letter and reminded of their obligations and the termination conditions. It is the responsibility of the plot holder to inform Rye Amenity CIC of any difficulties they may be having in cultivating their plot. Hardship and illness will be taken into account and each case will be treated on an individual basis on its merits.

APPENDIX 2

Use of your allotment – conditions and guidance

This appendix is supplementary to Part 6 of the Rules and should therefore be read in conjunction with that part.

(1) Storage and materials

- a. You may only keep items on your allotment that are for use on it, for example, you must not store or keep vehicles there.
- b. You must comply with current regulations relating to the use of chemicals and harmful substances. You should select sprays and dressings that will minimise harm to people and wildlife.
- c. You must not:
 - Allow excessive plant and other organic waste to accumulate on your allotment – arrange to compost waste of that kind wherever possible;
 - Bring asbestos based products onto your allotment;
 - Use concrete on your allotment (except for pre-cast products laid on a loose bed); or
 - Remove from your allotment any soil, gravel, sand, stones or any other minerals.
- d. You should only:
 - Store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. You must remove such stored materials if they have not been put to use in compliance with these rules within six months; or
 - Use carpet, underlay or similar material sparingly and you must remove it before it disintegrates or it becomes overgrown with vegetation.
- e. Remember that you are liable for our costs of putting right anything arising at the end of your tenancy (see Part 14). Dealing with residual concrete, timber, scrap and old carpet etc. is one of the most time consuming and expensive tasks when allotments become vacant.

(2) Bonfires

- a. Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.
- b. You must only have bonfires between 1 October and 31 March and between 9am and sunset.
- c. You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.
- d. You must ensure that the location of the fire and the weather conditions are safe.
- e. You must not:
 - Use petrol, paraffin or other accelerants;
 - Leave a bonfire unattended – you must remain present until the fire is fully extinguished; or
 - Burn non-organic waste (for example plastics and carpet).
- f. Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the material to be burnt, if necessary by moving it to another location.
- g. Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site (see paragraph 10.1 of the Rules).
- h. An incinerator should be used whenever possible.

(3) Trees

- a. You must get our written permission before cutting down any trees.
- b. You may only plant orchard trees (in other words edible fruit and nut trees).
- c. If there are already more than three trees on your allotment you must get our written permission before planting any more.
- d. Trees must be planted at least two metres away from the boundary from neighbouring allotments and so that the mature canopy does not overhang neighbouring allotments.
- e. Remember that you must keep weeds under control (see paragraph 6.3 of the Rules). You must therefore ensure that woody weeds (for example, self-sown sycamores) do not develop.

(4) Traps and snares

You may only set traps to catch or kill rats. You must ensure that they are regularly checked and do not endanger other wildlife, people or pets.

(5) Allotment numbering

You should display the number of your plot upon it. One of the main difficulties in ensuring that vacant allotments are reallocated efficiently is that prospective tenants cannot easily identify the allotments in question.

(6) Public liability

Bear in mind your responsibility as tenant for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make your own enquiries as necessary.

APPENDIX 3

Structures – permission, conditions and guidance

This appendix is supplementary to part 8 of the Rules and should therefore be read in conjunction with that part.

- a. The meaning of a structure for these purposes is defined in paragraph 2.3 of the Rules.
- b. Your application for permission to install a structure must be accompanied by a specification of the proposed structure, including dimensions and a sketch.
- c. You must check if any other permission is required, in addition to our permission, such as planning permission.
- d. No more than fifteen per cent of your allotment may be used for structures.
- e. The schedule at the end of this appendix sets out the maximum dimensions for common structures for which permission may be given.
- f. Structures must be placed at an appropriate edge of the allotment and in such a way as neither to interfere with boundaries or access (see part 7 of the Rules) nor to cause a nuisance or annoyance to other users of the allotment site or owners or occupiers of neighbouring premises (see part 11 of the Rules).
- g. Buildings should be sectional and constructed of either new or perfectly sound second-hand material. Brick buildings are not permitted.
- h. Bases should be constructed of sleepers, pre-cast paving stones or loose bedded brickwork.
- i. Water capture equipment must be attached to all structures where possible.
- j. Part 6 of the Rules and appendix 2, which supplements it, deal with use of your allotment and should be borne in mind. Remember, in

particular, that asbestos and concrete must not be used anywhere on your allotment.

- k. Part 14 of the Rules deals with matters arising at the end of tenancies and has particular relevance to removal of structures and potential recharges.
- l. Permissions from us will contain the full conditions and guidance to which they are subject.

Schedule to appendix 3 – maximum dimensions for common structures

All dimensions are in metres

STRUCTURE	LENGTH	WIDTH	HEIGHT	AREA M ₂
Greenhouse/Polytunnel	3.7	2.5	2 (eaves) 2.6 (ridge)	9.25
Shed	2.5	1.8	2 (eaves) 2.6 (ridge)	4.5
Hen House	2.7	1.8	2 (eaves) 2.6 (ridge)	4.8
Hen Run	3.6	3.6	2	6

Appendix 4

Livestock – permission, conditions and guidance

This appendix is supplementary to Part 9 of the Rules and should therefore be read in conjunction with that Part.

(1) Permission for keeping chickens

- a. Each application for permission will be considered on its particular merits.
- b. We will consider the numbers already kept nearby and the particular situation of your allotment. With this in mind it is perfectly feasible that identical proposals to keep chickens may, therefore, be treated differently depending on when they are made and where they are for.
- c. If we consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of neighbouring premises.
- d. You must be able to demonstrate that you would be able to comply with any guidelines for the keeping of poultry that may be in force in the United Kingdom from time to time.

(2) Conditions

- a. The conditions for keeping hens on your allotment are that you:
 - Comply with all animal welfare legislation;
 - Make sure they have adequate housing, diet and water (bearing in mind that the supply of running water on allotment sites is not available all year round);
 - Arrange for them to be checked at least once per day;
 - Provide us with two emergency 24-hour contact telephone numbers;
 - Comply with any restrictions or regulations imposed by the Department for the Environment, Food and Rural Affairs

- (DEFRA), or such government department or agency that may replace DEFRA in respect of such restrictions or regulations;
- Dispose of carcasses in accordance with legislation and do not bury them on your allotment or elsewhere on the allotment site; and
 - Remove all livestock and related equipment at the end of your tenancy.
- b. You must ensure that your arrangements for the keeping of chickens comply with all parts of these Rules. You should bear in mind, in particular, that you must:
- Use your allotment mainly for the production of fruit and vegetables (see paragraph 6.1 of the Rules);
 - Not use your allotment for trade or business (see paragraph 6.2 of the Rules); and
 - Not cause a nuisance or annoyance (see paragraph 11.1 of the Rules),
- c. You must also ensure that any structure used for the keeping of chickens has our written permission and complies with part 8 of the Rules and appendix 3, which supplements it.

(3) Guidance

Keeping livestock carries particular responsibilities. Failure to meet animal welfare standards may be a criminal offence and result in prosecution. You should not acquire any chickens or related equipment until you have the necessary permission and are confident you can comply with the conditions and guidance.

Appendix 5

Guidance about wildlife on allotment sites

- a. Allotment sites might contain wildlife that is protected by law. In most cases, the presence of protected species will not affect your normal allotment activities. For more detailed information on protected wildlife, please contact the government's wildlife agency.
- b. All wild birds and their eggs and nests are legally protected, and it is an offence to kill them or deliberately destroy or disturb their eggs or nests.
- c. All native British reptiles are legally protected against deliberate killing or collection. Slow-worms and grass snakes are the species most likely to occur on allotments. Both species are harmless to humans, and slow-worms in particular are beneficial as they eat slugs and other garden pests. Reptiles like to hide away, and if found they should be left alone.
- d. All native British amphibians have some legal protection. In the case of the three species most likely to be found on allotment sites (common frog, common toad and smooth newt), this only applies to preventing them being offered for sale. The much rarer great crested newt has a higher level of protection, and it is an offence to intentionally kill, disturb, or destroy the habitat of this species.
- e. The hedgehog, another beneficial animal that eats garden pests, is often found on allotment sites and it is an offence to deliberately kill or injure one.
- f. If you discover a bee swarm on the allotment site you should immediately contact Environmental Health. In the event that you discover a wild bee colony on the allotment site please inform us as soon as possible.