



Allotment Rules

Effective from 1 March 2018

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.
- 1.6 For further advice on cultivation, inspections and responding to notices, please visit www.ryeallotments.co.uk. This page also includes guidance and application forms for keeping livestock.

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.
- “Structure” means building, shed, greenhouse, shelter, polytunnel, animal run or hutch, 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 and 3.6, 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.
- 3.6 Tenants and visitors must act responsibly when on an allotment and not cause a nuisance to local residents or other plot holders.

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.
- 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. Also, please contact us if you wish to pay your rent in instalments and we will arrange a payment plan with you.

6. Use of your allotment

- 6.1 You must use your allotment wholly or mainly for the production of fruit, vegetables, flowers and herbs 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. New hedging may only be planted in agreement with us.

7.2 You must not:

- Use barbed wire at all and/or fencing of more than one metre 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.

7.5 Shared paths – where plots are split, the tenant with the front plot must maintain a straight path to the rear plot that can easily accommodate a wheelbarrow. If the tenant wishes to change an access path or lock any gate to the plot then this must be agreed with the tenant on the rear plot and such an agreement must be in writing. A copy of any such agreement must also be sent to us.

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).
- 8.7 If you have a shed or structure on your plot then that structure is yours and there is no imperative to share access to, or space within, that shed or structure. If you choose to share a shed with a fellow tenant then this is an agreement between tenants and does not involve us.
- 8.8 We will not unreasonably withhold permission for tenants to construct a shed, glass house/greenhouse, polytunnels and cold frames that are in line with allotment rules and the allotment structures policy to be found at appendix 3.

9. Livestock

- 9.1 The only livestock you may keep on your allotment (subject to paragraph 9.2) are hens (but not cockerels) and rabbits.
- 9.2 You must get our written permission to keep bees, inform us of your intention to keep hens or rabbits, and (in all three cases) comply with the conditions and guidance for doing so. Your notification of intention to keep hens or rabbits must be sent to us before you put the livestock on your allotment, in order that we can discuss with you the numbers of animals to be kept etc.
- 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).
- 9.6 Appendix 4 deals with the factors to be taken into account as regards permissions, sets out the conditions, and provides further information about guidance.
- 9.7 Appendix 6 contains our 'Policy on the Keeping of Chickens and Rabbits on Allotments', which forms part of the Allotment Rules.

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 your allotment if they are on a lead that is sufficiently short to keep them within the boundary of your allotment plot. Any fouling must be picked up immediately and safely disposed of. Allowing your dog to stray onto other allotment plots is prohibited and may be considered a nuisance.

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

10.6 Hedges – new hedging may only be planted in agreement with us.

10.7 Allotment infrastructure – any tenant found to have interfered with Rye Amenity CIC infrastructure e.g. water supplies, fencing, gates or tracks will be in breach of allotment rules and risk possible tenancy termination.

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 six 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. Details of our complaints procedure are available on request or alternatively on our website (www.ryeallotments.co.uk).

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 six months has elapsed since the beginning of your tenancy; or
- You are not currently resident within the parish of Rye or in a nearby parish (as explained in appendix 1, you must be resident in the area when you take up an allotment tenancy).
- In exceptional circumstances we may terminate your tenancy immediately, for example in the event of alleged criminal behaviour or serious anti-social behaviour.

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, 14.2 or 14.3.

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 to inform us of any change of address and/or contact email 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 ryeamenitycic@gmail.com;
- Handing it to one of our directors or staff in person; or
- Posting or delivering it to us at our registered address, held by Companies House.

16.Allotment cultivation

References to percentages within this Rule are meant as guidelines, for both plot holders and those responsible for plot inspections. Any proposed enforcement action based solely on paragraphs 16.1, 16.3, 16.5, and/or 16.6 may not proceed unless at least one warning for a similar alleged breach has been issued within the last 12 month period. Generally speaking it is obvious for all to see, when 'non-cultivation' becomes a real issue.

- 16.1 A minimum of 60 per cent of the plot area must be used for cultivation and crops. This area includes open ground and raised beds used for crops, as well as hen houses and runs, glass houses/greenhouses, managed compost heaps, fruit bushes and trees (including areas of mown grass beneath such trees), and areas used for hives.
- 16.2 A maximum of three fruit trees will be allowed per allotment. Tenants may be able to exceed the fruit tree rules, but permission must first be given by us.
- 16.3 Up to 40 per cent of your plot area may be for leisure purposes and other non-cropped uses. This area includes all paths, sheds, and paving, as well as lawns, managed meadow and ornamental non-shrubby planting.
- 16.4 Your plot must be kept safe and tidy. You must control invasive vegetation such as brambles and ensure invasive plants do not encroach on neighbouring plots, shared paths or track ways.
- 16.5 Your plot must be 60 per cent cultivated and produce a crop at least annually, with weeds being kept under control throughout the year. Cultivation includes pruning and training of fruit, or digging, hoeing or mulching for other cropped areas as well as the growing of green manures.
- 16.6 Plots will be expected to be 60 per cent worked in spring, with soil prepared and signs of crops or flowers being grown. Managed wildflower areas or cut grass under fruit will also be considered as cultivated land. In the winter, tidy plots free from seeding weeds will be considered as cultivated.

- 16.7 The practice of stripping topsoil and piling topsoil at either end of the plot is not permitted, however soil levels may be built up for raised beds.
- 16.8 Some of your plot may be sheet mulched with a woven black membrane or black plastic. New tenants may mulch up to 50 per cent of their plot in year one. After year one 40 per cent of the plot may be sheet mulched in summer.
- 16.9 During winter months tenants may sheet mulch 100 per cent of their cultivated area. Where perennial crops are grown through sheet mulch then this area will be considered as cultivated and not part of the sheet mulched area.
- 16.10 Shaded areas or impoverished or contaminated soils that exceed the 40 per cent already allowed as non-cropped area may be used for lawn or managed conservation/leisure use if agreed with us in advance.
- 16.11 After six months, a new tenant will have their first inspection. If a new tenant has not made a recognisable start on their allotment, their tenancy will be ended. If a tenant has a reason why they cannot work their plot, they must contact us and arrange an extension in advance of their first inspection.

17. Waste restrictions

- 17.1 Building materials such as recycled doors, pallets, roofing materials, windows, and UPVC may only be brought onto the allotment for constructing 'permitted structures'.
- 17.2 Tenants will be automatically allowed to build a maximum of two cold frames or cloches constructed from recycled windows. If glass structures are broken on the plot, the tenant must remove broken glass from the allotment.
- 17.3 Excessive quantities of any building materials are in breach of allotment rules, however limited quantities of materials such as blocks, bricks, metal or timber will be allowed as long as they are used to help grow crops.
- 17.4 Paving may cover a maximum of 10 per cent of the plot area. Tenants with mobility issues may apply to us for permission for extra paved areas to improve plot access.
- 17.5 Tyres may no longer be brought onto the allotment but existing tyres may be kept on plots as long as they are registered with us.
- 17.6 Imported gravel and other loose stone products, rubble and hardcore are not allowed on the allotments. The use of glass bottles for construction is also not allowed.
- 17.7 Some children's play equipment, including small slides and trampolines, will be allowed as long as they are kept in good repair and there is no more than one item of play equipment per plot. Paddling pools, swings and bulky play equipment, including large trampolines and slides, are not allowed on site. You will be responsible for removing any play equipment at the end of your tenancy.
- 17.8 Carpet is not allowed to be used on any allotment plot. Any sheet mulching that takes place, in accordance with paragraph 16.8, must be monitored to ensure it does not significantly deteriorate. At the end of your tenancy any woven black membrane or plastic must be removed by you, from your plot.
- 17.9 You may not use your allotment to store household furniture, leisure equipment or any other household items that are not used in

connection with the cultivation of your plot. Usable garden furniture for recreational purposes is allowed.

17.10 After a tenant receives a waste notice, waste must be removed from the allotment. Any tenant found to have burnt waste materials in response to a waste notice is at risk of immediate tenancy termination. Dry organic waste may be burnt in line with existing rules as found at appendix 2.

17.11 If a tenant fails to comply with a waste notice we may remove and dispose of the waste that is the subject of the notice and recharge you for those costs.

18. Potentially polluting materials

18.1 The following products are examples of materials not allowed on the allotment sites as they release polluting chemicals into the soil.

- Rubber or foam-back carpet and any lino style products;
- Laminates and chip boards;
- Gloss painted timber; and
- Any non-crop related chemicals or fuels.

18.2 Painted timber must not be brought on to the allotment sites after 28 February 2018. No timber should be left in direct contact with the soil unless it is untreated or has been treated with a non-toxic preservative.

18.3 Only small quantities of crop-related licensed chemicals may be stored on the allotments. These must be stored in a safe, secure place and be for allotment use.

18.4 Excessive quantities of allotment litter, such as plastic pots, containers, sheeting or cans, may be subject to a waste notice.

19. Criminal activity and safeguarding

19.1 Tenants should report all criminal activity on the allotments to the police and, where possible, obtain a crime reference number. If the police investigate and find an illegal act has taken place, we can then take action.

19.2 Tenants who we have reasonable grounds to believe have been engaged in criminal activity on an allotment site, and where this is supported by information from police, will have their tenancy ended.

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, Rye South Undercliff Allotment Group or The Queen's Head, Landgate, Rye. Alternatively an application form may be completed and returned via our website, www.ryeallotments.co.uk. In our commitment to the environment we prefer to receive applications online.
3. Applicants must live within the Parish of Rye, or within a nearby Parish. If not resident within the Parish of Rye, we may make additional enquiries as to the availability of allotments within your own area.
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;
 - 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/email, 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. Any such materials must be stored safely and not in a way that poses a risk to others; or
 - Use materials for mulching, that are permitted within the Rules, 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 Rule 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

Your allotment site may have facilities in place for communal, supervised bonfires from time to time. Where such facilities are in place we would encourage you to use them.

- 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 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.
- g. Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site (see paragraph 10.1 of the Rules), save for use of any communal facility that may be in place.
- 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 etc.

You are not permitted to set traps or snares, or to deploy poison aimed at killing vermin such as rats and wild rabbits etc. If you believe there is an issue with vermin please contact us and we will engage the services of a professional pest control company, if required. Nothing in this section is intended to interfere with your ability to use crop-related, licensed chemicals, which are dealt with in paragraph 18.3 of the Rules.

(5) Allotment numbering

You must 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 15 per cent of your allotment may be used for structures, excluding those that constitute part of the cultivated area of your plot as per paragraph 16.1 of the Rules.
- 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
Rabbit Hutch	2.5	1.2	1	3
Rabbit Run	2	2	1.2	4

*** Please be aware that RSPCA guidelines which are issued from time to time, may have minimum sizes for the housing and runs in which hens and rabbits are to be kept. If you keep these types of livestock it is your express responsibility to comply with those minimum standards.**

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. The ‘Policy on the Keeping of Chickens and Rabbits on Allotments’ which is at Appendix 6, also forms part of the Rules.

(1) Permission for keeping bees

- a. Each application for permission will be considered on its particular merits.
- b. We will consider the numbers of hives already kept nearby and the particular situation of your allotment. Allotments next to roads, public footpaths or cycleways may not be suitable. With this in mind it is perfectly feasible that identical proposals to keep bees 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 the conditions for keeping bees, including, where appropriate, documentary evidence of qualifications, registration and insurance.

(2) Conditions

- a. The conditions for keeping all three kinds of livestock (hens, rabbits and bees) on your allotment are that you:
 - Comply with all animal welfare legislation;
 - Comply with all RSPCA guidelines that are in place from time to time and particularly those in relation to vaccinations;
 - Provide us with evidence of compliance with RSPCA guidelines (particularly those in relation to vaccinations) within 7 days of us requesting the same;

- 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 (except bees, which need checking less often depending on season, location and risk e.g. vandalism);
- 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.

The additional conditions for keeping bees are that you:

- Have a formal bee-keeping qualification, or have performed competently in both an approved theory and practical course and have a minimum of one years' experience of bee-keeping;
- Display emergency contact telephone numbers on your allotment;
- Register with the National Bee Unit;
- Maintain public liability insurance of not less than £5million;
- Produce documentary evidence of your qualifications, registration and/or insurance within seven days, if required to do so;

- Only carry out handling at times when the number of people close by is likely to be minimal;
 - Ensure hives are sited at a safe distance from neighbouring premises and enclosed with a two metre high screen, or other barrier; and
 - Remove the bees if required to do so by us, for example, because they are causing a nuisance.
- b. You must ensure that your arrangements for the keeping of any of the three kinds of livestock 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 any of the three kinds of livestock has our written permission and complies with part 8 of the Rules and appendix 3, which supplements it. Remember that:
- You must get written permission to install structures; and
 - No more than 15 per cent of your allotment may be used for structures.

The number of animals you keep must be limited to the space available so as to meet welfare requirements and comply with all relevant legislation, regulations and guidance.

(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 of the three kinds of livestock 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.
- g. We encourage you to use organic slug pellets or alternative measures, such as beer, to kill slugs.

Appendix 6

Policy on the Keeping of Chickens and Rabbits on Allotments

Rye Amenity CIC is keen to encourage allotment tenants to make the most of their allotment plot. Keeping hens and/or rabbits is one way in which tenants may wish to use part of their allotment plot. However, you must not keep animals on your allotment unless you are prepared to look after their welfare needs. This means having both the time and the know-how to look after them properly.

This policy has been developed by Rye Amenity CIC in accordance with the “Welfare of animals kept on allotments: briefing on the key issues from the Public Affairs team” document, published by the RSPCA.

Before you start

If you have never kept hens or rabbits before it is important that you learn how to keep them properly. There is plenty of information available on the internet. Also, there are a number of courses available if required.

You must also look at how much keeping your chosen animal(s) will cost. There will be the cost of buying your animals and a house and run to keep them in. Then they must have proper food, bedding, feeders and drinkers. You will need to buy disinfectant suitable for keeping your animal housing clean and products for preventing and controlling parasites. If your animal is ill you may have vets fees to pay as well.

It is not an excuse under animal welfare law to say that you cannot afford to look after your animals properly.

You should think very hard about whether you have the skills, finances and knowledge to keep animals on your allotment before proceeding to do so.

Do I have time?

If you want to keep animals on your allotment you will need to be absolutely sure that you can visit them at least once every day. This includes weekends and bank holidays all through the year. Twice a day is better for hens and rabbits so that you can ensure that they are shut in at night to keep them safe from foxes and other potential predators, as well as let them out when you feed them in the morning. If the weather is very hot or very cold you must be prepared to visit more than once a day to check that your animals have access to water. Frozen water is the same as having no water at all.

If you go away on holiday then you must arrange for someone else to visit your animals every day and look after them on your behalf.

Keeping livestock is a big commitment and you must not start doing it if you do not think you can stick to it.

Can I keep anything else?

Rye Amenity CIC will consider applications for the keeping of bees. The process for applying to keep bees is contained within the Allotment Rules.

Permission will not be granted for the keeping of any other animals on the allotments. As stated in the Allotment Rules, cockerels are not permitted to be kept on the allotments.

The animals you keep on your plot must always be kept for your own use and not for any business or profit.

Emergency contact information

If you decide that you want to keep hens and/or rabbits on your plot, you must fill in an emergency contact form before you bring any animals onto your plot.

An emergency contact form can be obtained by emailing us at:

ryeamenitycic@gmail.com

You are responsible in law for looking after the needs of your animals. It is a good idea to give emergency contact details to the plot holders next to you so that they can let you know straight away if they notice any problems with your animals.

If we contact you to tell you your animals are at risk of danger or have escaped, we will expect you to act quickly to sort things out.

We are aware that telephone numbers change but it is your responsibility to keep the contact details you provide us with up to date. If we cannot contact you in an emergency because you have not told us about changes to your emergency contact details, we will ask you to remove your animals from the allotment. Also, if we cannot contact you and your animal(s) needs urgent veterinary treatment, we reserve the right to obtain treatment and pass the cost of the treatment to you for payment.

You will also need to tell us how many of each kind of animal you will be keeping on the emergency contact form and tell us promptly about any changes to those numbers.

What allotment law says about keeping hens and rabbits

Although the Allotment Act 1950 allows plot holders to keep hens and rabbits, it also says that they must not be kept in a way that makes them “prejudicial (harmful) to health or a nuisance”. This means anything you do – or don’t do – that makes it likely that your animals will spread disease to other animals or people or where they cause a problem of smell, noise or damage etc. If we feel there is a problem with the way you keep your animals we can come onto your plot at any time to investigate. If you do not put things right after we have asked you to, then we will write to you and ask you to remove your animals from the allotment site.

Allotments and the Animal Welfare Act 2006

Under section 9 of the Animal Welfare Act 2006, a person responsible for any vertebrate animal must take all reasonable steps to ensure they meet all of its

welfare needs to the extent required by good practice. This includes, but is not limited to:

- The need for a suitable diet;
- The need for a suitable environment;
- The need to be able to exhibit normal behaviour patterns;
- The need to be housed with, or apart from other animals, as required; and
- The need to be protected from pain, suffering, injury and disease.

Anyone who is cruel to an animal, or does not look after its welfare needs, may be banned from owning animals, fined up to £20000 and/or sent to prison. If we have good reason to believe that you have failed to meet the needs of animals kept on your allotment, we may take steps to end your tenancy.

Planning for fire and flood

Plot holders who keep animals should make a plan for what they will do to prevent/deal with:

Fire

All materials that can catch light easily, like straw, hay, waste bedding, empty bags, etc. must be stored well away from where animals are kept. A way of controlling any small fire – a bucket of water or dry sand – should be kept close to the run. The water should be kept topped up and covered to prevent water loss, the sand should be covered to keep it dry.

Flood

Some allotment sites or plots can be affected by flooding. You should have a safe place in mind to move your animals to if your plot is affected.

Outbreak of disease

From time to time there can be outbreaks of animal diseases that affect a particular area or the whole country. Some diseases can be quickly passed on by contact and through the air. If you keep hens, even one or two, we require you to register with the Great Britain Poultry Register. Then, if there is an outbreak of disease, you will be contacted to tell you about it and be given advice on how to deal with it quickly. Further information about the registering poultry can be obtained from the following website:

www.gov.uk/guidance/poultry-registration

When your tenancy ends

When your tenancy with us ends (and however it ends) you must remove any animal housing that you have used on your plot while you have been a tenant. This is to reduce the risk of disease being passed on. If buildings/runs are not removed by the tenant, we reserve the right to have them removed and to recharge you for the costs of doing so.