



Whitby Town
Council

Allotment rules

Allotments Acts 1908-1950

Revised 04.03.17

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1. Introduction

- 1.1 The council has power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment sites. Allotment Management Committees can make subsidiary rules for their allotments subject to Whitby Town Council Allotment Committee Approval.
- 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 the council'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 changes.
- 1.5 If amended rules are brought in, a copy of these will be provided to those directly affected as soon as is 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 have the meanings set out here:

- The legal distinction of Whitby Town Council and the Allotment management group responsible for its allotment service and the day to day running by the allotment management committees.
- You means the tenant of a particular allotment.
- Allotment means the particular allotment garden plot let exclusively to a tenant.
- Allotment site means all 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, animal run or hutch, polytunnel, pond 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 in 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
- 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.

4. Tenancy preliminaries

4.1 In legal terms, it is a yearly tenancy and continues running year by year from 1st April to 31st March until it ends in accordance with part 13.

4.2 Any dispute about boundaries may be referred to us and our decision is final (see paragraph 12.7).

4.3 You are responsible for maintaining any structure on your allotment. You may request removal of structures before tenancy commences, the final decision will rest with us.

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 (until 1st April) and you must pay it immediately.
- 5.2 Thereafter you must pay your rent on or before 31st March each year.
- 5.3 We will notify you at least three weeks beforehand with notification of the rent due for the coming year and details of how it can be paid. Allotment Management Committees may charge a late fee not exceeding £5.00.

6. Use of your allotment

- 6.1 You must not use your allotment for trade or business, camping or staying there overnight.
- 6.2 You must maintain your allotment in a 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 or tin sheeting 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. In exceptional cases we may agree to have a key in order to obtain access where it would otherwise be inaccessible. Paragraph 12.1 deals with our right of access. Whitby Town Council and Allotment Management Committees must have access at all times.
 - go on to other allotments except with the permission of the tenant (see paragraph 10.3).
- 7.3 Paragraphs 4.2 and 12.7 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 the conditions and guidance for doing so
- maintain it in reasonable condition and to be consistent with the character of the area.

8.2 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began. Paragraph 4.3 deals 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
- remove and dispose of it ourselves if you fail to do so
- recharge you for these costs.

And/or

- end your tenancy agreement

8.5 Shed inspection can be called within 30 days' notice

8.6 Stakesby Vale Allotments - all structures must be erected on the north side of the plots, and paths are counted as structures and therefore require permission from Stakesby Vale Allotment Association.

9. Livestock

- 9.1 Livestock you may keep on your allotment only with our written permission
- 9.2 You must get our written permission to keep bees, inform of us your intention to keep hens, rabbits or any animals/insects and comply with the conditions and guidance for doing so. Cockerels will **NOT** be allowed on any Whitby Town Council allotment sites.
- 9.3 Appendix 4 deals with the factors to be taken into account as regards permissions, sets out the conditions, and provides further information about guidance.
- 9.4 If you fail to comply with paragraph 9.2, we may:

- ask you to remove livestock
- remove and dispose of them ourselves if you fail to do so
- And or end your tenancy agreement

And

- recharge you for these costs.

- 9.5 We may also proceed in accordance with paragraph 9.4 if it is necessary in the interests of public safety, for example to contain the spread of disease.
- 9.6 As well as, or instead of, proceeding in accordance with paragraph 9.4, we may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy (see parts 12 and 13).
- 9.7 Any form of infestation must be reported to Whitby Town Council

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
- All gas cylinders to be stored appropriately outside away from any source of emission
- No more than one gas cylinder in use plus one cylinder of gas to be stored
- Petrol stored safely according to the law
- Only bring gardening related tools/equipment etc onto the allotments.

10.3 You must not:

- Erect any notice or advertisement on the allotment garden
- go on to other allotments except with permission of the tenant
 - dump anything (including green waste) on any 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
 - have firearms (including air guns) or explosives on the allotment site.

10.4 You may only:

- Noisy equipment can only be used on the allotments between the hours of 7.30am – 6pm.
- 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
- have dogs on the allotment site if you keep them on leads and clear up any dog fouling and be kept under control

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 harass, intimidate or abuse anybody else on the allotment site.

11.2 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.

11.3 You are responsible for other people you allow on to your allotment site (see paragraph 3.4).

11.4 Whitby Town council hereby agrees with tenant that the tenant observing and performing the conditions and obligations on their part contained in the agreement may peaceably use and enjoy the allotment garden without any interruption by the association or person claiming under or in trust with the association

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 If it appears that you are not cultivating your allotment or you don't 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.
- 12.4 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.
- 12.5 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.
- 12.6 If you are not satisfied with the service we provide, you can use our complaints procedure.
- 12.7 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 the allotment site 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 us 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 (in other words, after 30 March in any year)
- 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)
- you are not currently resident in our administrative area 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.

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. Giving three months' notice where possible, and you must also return the key to the allotment site (Town Council Office).

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) 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.
- Leaving it on your allotment in a sealed transparent envelope so 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 a requirement to notify us 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.

- Emailing it to our main customer contact email address.
whitby.town.council@onyxnet.co.uk
- Handing it to one of our allotment staff in person.
- Posting or delivering it by hand to Whitby Town Council,
Pannett Park, Whitby YO21 1RE

Appendix 1

Allocation of tenancies and other allotment users – waiting list procedure

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

1. This appendix is supplementary to part 3 of the rules and should therefore be read in conjunction with that part.

(1) Registering on the waiting list

2. In order to register on the waiting list, applicants must complete and return an application form. Application forms are available on request by contacting the Deputy Town Clerk, by email, in person at, or by writing to, Whitby Town Council, Pannett Park, Whitby YO21 1RE, or via the Secretary for Stakesby Vale Allotment Association.

3. Applicants may register for a tenancy offer at up to three of our allotment sites. They may register generally for any allotment on the site in question or for a particular allotment.

(2) Priority for offers – explanations and Preliminaries

4. For the purposes of making offers (as explained in the next section of this appendix), the following provisions apply.

5. 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
- residents of Whitby (within our Parish area)
- only allow people who are willing and able to comply with our rules

6. If there is a nominated family member that the tenancy may be offered to (following the death of the last tenant), we will consult with them but our decision as to who we offer the tenancy is final.

(3) Priority for offers

7. Subject to the explanations and preliminaries (as explained in the last section of this appendix) and local discretion and flexibility (as explained in the next section), tenancies will be offered in the following order of priority.

(1) If the last tenancy of an available allotment ended because the last tenant died (in accordance with paragraph 13.2), it will be offered to a family member (as defined in paragraph 2.6) provided that:

- the allotment is in reasonable condition and the last tenant has complied with these rules

and the family member:

- asks us to do so before we have offered the tenancy to a person on the waiting list who would otherwise be entitled
- meets the tenant conditions
- gives up a pre-existing allotment tenancy

(2) If the last tenancy of an available allotment did not end because of death or no qualifying family member accepts an offer, it will be offered to the person who has been on the waiting list for the site the longest provided they meet the tenant conditions

(4) Local discretion and flexibility

8. We retain discretion to operate allocations with a degree of flexibility in order to meet local circumstances. We will do this to help make sure that those without an allotment tenancy and on the waiting list have a fair opportunity of being offered one.
9. We will consider requests by existing tenants to exchange allotments with each other or for another available.
10. But, we will not permit arrangements if they disadvantage those on the waiting list who do not already have an allotment tenancy.
11. When an allotment becomes available, we may offer more than one tenancy (in other words we may offer two or more tenancies of what will then be smaller allotments). We will take into account the length of the waiting list. Plots can be halved or reinstated - at least 50% of all allotments must be full size and at any time can be reinstated or vice versa.

(5) Removal from waiting list

13. Applicants will be removed from the waiting list when either they have accepted an offer or they have refused an appropriate offer. But in either case (immediately or at any time thereafter) applicants may re-register on the waiting list (as new applicants with no accrued priority).

Appendix 2

Use of your allotment – conditions and guidance

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

1. This appendix is supplementary to part 6 of the rules and should therefore be read in conjunction with that part.
(1) Storage and materials
2. You may only keep items on your allotment that are for use on it.
3. You must comply with current regulations relating to the use of chemicals and harmful substances. You should select approved chemical sprays and dressings by a recognised body that will not cause harm to people and wildlife.
4. You must not:
 - allow excessive plant and other organic waste to accumulate on your allotment – arranging to compost waste of that kind wherever possible
 - bring asbestos based products on to your allotment

- use concrete on your allotment (except for pre-cast products laid on a loose bed)
- remove from your allotment any soil, gravel, sand, stones or other minerals.
- use carpet, underlay or similar materials as weed suppressants.
- Use tin sheeting or garage doors as fencing or barriers

5. You should only:

- store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. And you must remove them if they have not been put to use in compliance with these rules.

6. 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

7. 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.
8. You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.
9. You must ensure that the location of the fire and the weather conditions are safe and will not cause a nuisance to people.

10. You must not:
 - use petrol, paraffin or other accelerants
 - leave a bonfire unattended – you must remain present until the fire is fully extinguished
 - burn non-organic waste (for example plastics and carpet).
11. Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the pile of material to be burnt, if necessary by moving it to another location.
12. Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site (see paragraph 10.2).

(3) Watering

13. You may use hosepipes provided you do not leave them unattended, connections are watertight and you comply with hosepipe bans or similar restrictions imposed.
14. You must not use a sprinkler system or irrigation system.
15. Remember that you must not use the water supply except for your allotment (see paragraph 10.4).

(4) Trees

16. You must get our written permission before cutting down any trees.
17. You may only plant dwarf/patio orchard trees (in other words edible fruit and nut trees).

18. If there are already more than three trees on your allotment, you must get our written permission before planting any more.
19. Trees must be planted at least two metres away from the boundary of neighbouring allotments and so that the mature canopy does not overhang neighbouring allotments.
20. Remember that you must keep weeds under control (see paragraph 6.2). You must therefore ensure that woody weeds (for example, self-sown sycamores) do not develop.

(5) Traps and snares

21. You cannot set traps or set poison – contact Whitby Town Council to organise pest control.

(6) Allotment numbering

22. You should display the plot number on your allotment.

(7) Public liability

23. 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

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

1. This appendix is supplementary to part 8 of the rules and should therefore be read in conjunction with that part.
2. The meaning of a structure for these purposes is defined in paragraph 2.3.
3. Your application for permission to install a structure must be accompanied by a specification of the proposed structure, including dimensions and a sketch.
4. You must check if any other permission is required, in addition to our permission as owner of the site, such as planning permission.
5. 75% of allotment plot must be used for cultivation
6. The schedule at the end of this appendix sets out the maximum dimensions for other common structures for which permission may be given.
7. Any new 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) nor to cause a nuisance or annoyance to other users of the allotment site or owners or occupiers of neighbouring premises (see part 11).

8. Buildings should be sectional and constructed of either new or perfectly sound second-hand material. Permanent buildings/structures are not permitted.
9. Bases should be constructed of suitable materials.
10. Water capture equipment should be attached to all structures where possible.
11. Part 6 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.
12. Part 14 deals with matters arising at the end of tenancies and has particular relevance to removal of structures and potential recharges.
13. Permissions 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	Depth	Area
Greenhouse/ Polytunnel	6m	3m	2 (eaves) 2.6 (ridge)	N/A	20 m ²
Shed	2.5	1.8	2 (eaves) 2.6 (ridge)	N/A	4.5m ²
Pond	shelved ponds to include fencing			1m	3m ²
Hen house	2.7	1.8	2 (eaves) 2.6 (ridge)	N/A	4.8m ²
Hen run	3.6	3.6	2	N/A	6m ²
Rabbit hutch	2.5	1.2	1	N/A	3m ²
Rabbit run 2	2	1.2		N/A	4m ²
Pigeon loft existing	replacement buildings cannot exceed the size of structure.				

Appendix 4

Animal/insects – permission, conditions and guidance

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

1. This appendix is supplementary to part 9 of the rules and should therefore be read in conjunction with that part.

(1) Permission for keeping bees

2. Each application for permission will be considered on its particular merits.
3. 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 are not suitable. Identical proposals to keep bees may, therefore, be treated differently depending on when they are made and where they are for.
4. If we consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of neighbouring premises.
5. 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

6. The conditions for keeping all three kinds of animal/insects (hens, rabbits and bees) 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 the allotment sites is not available all year round)
 - arrange for them to be checked at least once a day (except bees, which need checking less often depending on season, location and risk eg 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)
 - remove all livestock and related equipment at the end of your tenancy.
7. 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.
 - display emergency contact telephone numbers on your allotment

- register with the National Bee Unit
- maintain public liability insurance of £5 million
- produce documentary evidence of your qualifications, registration and/or insurance within seven days, if required by us 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
- remove the bees if required to do so by us, for example, because they are causing a nuisance.

Remember that you must not store dirty or excessive amounts of unused bee-keeping equipment. Part 6 and appendix 2, which supplements it deals with use of your allotment and excessive storage.

8. You must ensure that your arrangements for keeping any animals/insects comply with all parts of these rules. You should bear in mind, in particular, that you must:

- not use it for trade or business (see paragraph 6.2)
- not cause a nuisance or annoyance (see paragraph 11.1).

9. You must also ensure that all structures for keeping any of the animals/insects comply with part 8 and appendix 3, which supplements it. Remember that:

- you must get written permission to install structures

- no less than 75% of land must be used for growing.

And 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

10. If you keep any of the three kinds of livestock, we will provide you with further guidance as to compliance with the above conditions.

11. 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.

12. Remember that we may come on to your allotment at any time and you must give access where necessary (see paragraph 12.1).

Appendix 5

Guidance about wildlife on allotment sites

1. 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.
2. 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.
3. 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.
4. All native British amphibians have 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. Please notify us if you believe you have an endangered species on your plot.
5. The hedgehog, another beneficial animal that eats garden pests, is often found on allotments and it is an offence to deliberately kill or injure one.
6. If you discover a bee swarm or wild colony on the allotment site you should tell us as soon as possible.

Whitby Town Council

Pannett Park

WHITBY

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