

Allotment Rules – Consultation **CHECK EACH RULE AND CHANGE “must” TO “should” WHERE APPROPRIATE**  
**And where appropriate “i.e” changed to “e.g”**

Rule No.	Summary feedback comment from consultation period ending 12/1/12	Summary feedback comment from consultation extension ending 17/2/12	Outcome/Action
<p><b>Definition of Terms:</b>  “Association” means an Allotment Association (Society or other such group) which manages a Site on behalf of the Council</p> <p>“Cultivation” means digging, mulching, pruning, weeding and planting and is to be for the production of vegetables, fruit, herbs, flowers or other ornamental plants. It is not sufficient to simply clear weeds without using the area to produce crops and flowers.</p> <p>“Dwarf Root Stock” means Tree, bush or shrub or crop which requires more than 12 months to mature. Fruit trees that have dwarfing or semi dwarfing root stocks i.e for apples, M9 or M27 for dwarfing, and either M26 or MM106 for semi dwarfing.</p>	<p>“Association” seems to exclude all allotment associations in the Borough except for Marina. This is hardly encouraging to tenants to form allotment associations. Recommend the wording to read “Association” means an Allotment Association (a formally constituted democratic organisation) which manages a Site on behalf of the Council, or which works in partnership with the Council to maintain a site.</p> <p>“Statutory Site” – request to have a definition for this heading as not entered under Definition of Terms.</p> <p>Request to have suitable wording for lawn – lawn does not constitute cultivation.</p>	<p><i>Needs to include ‘managed’ wild life areas and fallow. 25% should be left fallow for a season in rotation.</i></p> <p><i>Weeds are not defined.</i></p> <p><i>As a result of a telephone call re dwarf root stock from a plothead it</i></p>	<p>█ choice of wording to be looked at</p> <p>█ to look at this</p> <p>█ to revise suitable wording.</p> <p><i>Add pears to the list. Use █ suggestion as follows: “Dwarf or Semi-Dwarf Root Stock” means the root of a tree, bush, shrub or crop which requires more than 12 months to mature. Dwarf and semi-dwarf root stocks that may be used</i></p>

<p>For peach/nectarine/apricot/plum/damson - Pixy. Cherry -Gisela 5. Standard trees propagated on seeding root stocks are not permitted</p>		<p><i>seems "PEARS" is not included.</i></p> <p><i>3/2/12 re email from [redacted] and clarified with [redacted]. Definition should be better phrased</i></p>	<p><i>include: for apples, M9 or M27 for dwarfing, and either M26 or MM106 for semi-dwarfing; for pears Quince C; for peach/nectarine/apricot/plum/damson, Pixy; and for cherry, Gisela 5. Standard trees propagated on seeding root stocks are not permitted"</i></p>
<p><b>1. Application</b></p>			
<p><b>1.1</b> These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotment gardens/plots including any let before these rules came into force and to Tenants and members of groups to whom group tenancies have been granted.</p>	<p>Retrospective application of these rules will mean some plots will be untenable if existing mature fruit trees are felled due to extensive root growth and topography of plots.</p>	<p><b>There is a need to put a sentence about the rules not retrospective.</b></p>	<p><b>Clarify retrospection</b></p>
<p><b>1.2</b> The Council maintains a database for all allotment plots under its administration. Applicants are selected from a waiting list on a first come, first served basis, preventing any undue preferences. Your gender, race, cultural background, sexual orientation, religion or health is not barrier to you renting an allotment.</p>	<p>No comment</p>		<p><b>No Change</b></p>
<p><b>2. Tenancies and Vacant allotments</b></p>			
<p><b>2.1</b> All Tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. Each Plot will be in the name of one Tenant only. Groups or Organisations must submit a pre-tenancy application for approval by the Council; such Tenancies will be in the name of one person known as the principal</p>	<p>Clarification All on whether the tenancy be in the name of tenant or organisation name.</p>		<p><b>[redacted] advised we need to have a contact name on behalf of the organisation but it is the organisation that is responsible for the plot - No change to the rule</b></p>

Tenant.			
2.2 Joint or shared Tenancies are not permitted	No comment	<i>Does not see any harm to let two people share a plot.</i>	<b>No change</b>
2.3 Vacant Allotment Gardens on a Site must be offered by the Council to applicants on the waiting list for that Site kept by the Council except where the Plot falls vacant because of the Tenant's death where they must be offered to any member of the Tenant's immediate family who wishes to take over the Allotment Garden.	Pleased to see this position is maintained		<b>No change</b>
2.4 Tenants must reside within the Borough of Hastings Borough Council.	No comment	<i>\Presumably this will be applied retrospectively and those tenants living outside the borough who took on plots before the rule was introduced will be allowed to stay.</i>	<b>No change</b>
2.5 The tenant shall be aged 18 years or more	No comment		<b>No change</b>
<b>3. Assignment</b>			
3.1 The Tenancy of an Allotment Garden is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their Allotment Gardens (including any shed/locker/greenhouse).	Is there to be no permission to allow informal sharing of a plot?		<b>Not discussed at forum meeting</b>
<b>4. Rent</b>			
4.1 Rent, including water charges is due at the commencement of the Tenancy and annually on 1 <sup>st</sup> April thereafter (unless otherwise stated in the tenancy	Why the move to April? It took a number of years to move to October. Propose to move to October RPI proposed	14/2/12. ■ draft comments:- The social and economic impacts of rent increases should be considered and	<b>POSSIBLE NEW CLAUSE:</b> Rent will be reviewed annually and come into effect as of the 1 <sup>st</sup> April in any year. Rent may be increased in

<p>Agreement).</p>		<p>rent increases be mitigated for pensioners and people on low incomes.</p> <p>Clarification as to the criteria and procedure the Council will use to review rents.</p> <p>When considering a rent review the Council must: Take into account all relevant circumstances in a broad and common sense way. The purpose of the 1950 Allotments Act 'to take into account the purpose for which it was providing an allotment garden'</p> <p>An additional charge should be made on top of rents to contribute to the site allotment association.</p> <p>Acknowledgement that rents are low and will need to rise but there is a need to avoid excessive increases.</p>	<p>accordance with S10 of the Allotment Act 1950 with regards what a tenant would reasonably be expected to pay. The minimum increase in rent will reflect inflation based upon the Retail Price Index (RPI) at that time.</p> <p>All rent reviews will be subject to an Equalities Impact Assessment to highlight possible impacts of such a review and ensure wherever possible everyone has equal opportunity to access and benefit from the service.</p>
<p><b>4.2</b> Rent may be increased in accordance with inflation as of 1<sup>st</sup> April each year. Rents may be increased at anytime provided the Council takes reasonable steps to give all Tenants reasonable notice. Any accidental failure to give notice to an individual Tenant will not</p>	<p>Which inflationary measure will be used? Under allotment law, tenants have to be given 12 months notice unless specifically noted in the tenancy agreement. Why not say the rent will be reviewed annually and may be increased annually. Why is there also the need to increase at anytime?</p>	<p><i>Be more specific</i> Rents must stay as low as possible. Allotments must be made available to all, excessive ramping up fees because they are deemed good value or cheap is a bad thing for poor people and those less well off.</p>	<p>to consult Finance on inflation to advise <b>23/1/12 Agreed to change this rule again slightly as follows:</b> <b>"Rent will be reviewed annually and may be increased in accordance with Section 10 of the</b></p>

invalidate the Tenant's rent increase.	There should be no reason why the Council does not inform tenants about increases in advance.		<b>Allotment Act 1950. The minimum increase will reflect inflation based on the Retail Price Index (RPI) at that time."</b>
<b>5. Cultivation and Use of Allotment Gardens</b>			
<b>5.1</b> Tenants must use Allotment Gardens for their own personal use and must not carry out any business or sell produce from Allotment Gardens.	No comment		<b>No change</b>
<b>5.2</b> Allotment Gardens must be kept clean, free from weeds, well manured, safe and maintained in a good state of cultivation and fertility and productive condition – at least 25% of the plot should comply within 6 months, 50% in 12 months and 75% cultivated at 24 months of taking up the Tenancy. Weeds, grasses and seeds shall be prevented from spreading to other Allotment Gardens	Request to change this sentence to "Allotment gardens must be kept safe and in productive condition	<i>You should remove the clause 'well manured'. A fortune is spent on having manure delivered but with rising costs this will not be something to continue with in the future.</i>	██████ to look at percentages used etc <b>Consider taking this wording out.</b>
<b>5.3</b> Where a Tenant fails to maintain a good standard of cultivation, the Council will serve a "Notice to Improve" giving 14 days for improvement. Failure to improve the Plot may lead to termination of the Tenancy. Refer to Appendix 2 (Notice to Improve) and Appendix 3 (Notice to Quit)	Suggest 28 days, 14 days is too little and does not allow for someone away on holiday.	<i>14 days notice is still too little if you consider that the more elderly may have had a heart attack and be in hospital for sometime.</i>	<b>No change</b> <i>Perhaps use 14 days at the Councils discretion. (Consideration is given to those who contact us to advise the reason why they have been unable to cultivate in that we do extend the notice time in mitigating circumstances. ████████ – perhaps put in an extra sentence here with regard to mitigating circumstances</i>
<b>5.4</b> If the Plot is left in a poor state of cultivation or requires the removal of materials, property or	Is this suggesting a new deposit scheme for all tenants? How much is being		██████ to write suitable sentence

<p>rubbish, then the vacating Tenant may be required to reimburse the Council for reasonable costs for e.g. under a deposit scheme.</p>	<p>suggested and will the Council hold this in a ring fenced account? A deposit scheme will be acceptable to new tenants.</p> <p>Proposal to consider leaving plot clean or HBC will chase for reimbursement.</p> <p>A deposit for keys proposed</p>		
<p><b>5.5</b> Tenants must not cut or prune any trees which are not their responsibility. This does not affect the routine pruning of the Tenant's own trees and hedges on the Allotment Garden.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>5.6</b> The Council reserves the right to remove from any Allotment site any tree, bush or shrub which interferes with the use of any other allotment, in the event of that the tenant fails to remove the problem having been given 14 days notice.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>5.7</b> Tenants must also observe any other rules or regulations which the Council makes at any time in the future. i.e to preserve the allotment gardens from deterioration. Allotment Rules will be reviewed annually and any amendments will also be binding and effective immediately. The Council will advise tenants in writing of any changes.</p>	<p>What safeguards are there to ensure oversight of any proposed new rules or changes? This is very wishy washy and allows the Council to do anything or make any changes they wish in the future.</p>		<p><b>The Council will consult with Site Secretaries over proposed changes</b></p>

<p><b>5.8</b> Tenants must comply with all directions given by an Officer of the Council or any directions properly given by or on behalf of an Association.</p>	<p>Proposal to add a further sentence at the end of rule</p>	<p><b>Site secretary should be included here to cover site secretaries on sites where there is no association to work through.</b></p>	<p><b>Add “with regard to these rules and the agreement”</b></p>
<p><b>5.9</b> Tenants must leave a minimum gap of 1000mm between the rear of their Plot and any adjoining boundary fence to allow access for maintenance.</p>	<p>Some discussion with regard to appropriate access for boundary maintenance. Agreed to leave rule as it is.</p>	<p><i>If this gap doesn't exist at present would the Council intend to enforce it?</i></p>	<p><b>No change</b> <i>(Council realises this is difficult on some sites – be pragmatic?) email response to [REDACTED]</i></p>
<p><b>5.10</b> From the 1<sup>st</sup> July 2007 smoking is prohibited in any communal building on the Site.</p>	<p>Proposal to delete this rule</p>		<p><b>Agreed Rule to be deleted</b></p>
<p><b>5.11</b> The sale of alcohol is not permitted in any Council building unless it is licensed for such use</p>	<p>Proposal to delete this rule</p>		<p><b>Agreed Rule to be deleted</b></p>
<p><b>5.12</b> Tenants are not to cause damage to other Tenant's property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates etc</p>	<p>No comment</p>	<p><b>13/2/12. Reference made to ponds now in current draft rules (5.12) It has been suggested that applicants should first apply to the Council for permission and requests should be looked at with regard to positioning of the ponds and type of ponds.</b></p>	<p><b>No change</b></p>
<p><b>5.13</b> Tenants are required to lock the gates after they enter the Site and when they leave. Locks and chains are not to be tampered with.</p>	<p>No comment 11/1/12 Request from plotholder to reword first sentence to "Tenants are required to lock the gates when they leave the site"</p>	<p><b>Had an an allotment in another town where gates were left open between 10-12 on sat/Sundays (peak time) could this not be accommodated in Hastings?</b></p>	<p><b>No change</b></p>
<p><b>5.14</b> Tenants shall report any incidents of theft and vandalism to the Police.</p>	<p>Proposal to delete this rule</p>		<p><b>Agreed Rule to be deleted</b></p>

<p><b>5.15</b> Tenants shall return plots on termination in a clean and tidy condition. Item 5.4 applies</p>	<p>Proposal to add to sentence</p>		<p>Agreed to add “suitable for reletting”</p>
<p><b>6. Hoses, Bonfires, rubbish, Chemical use and other restrictions</b></p>			
<p><b>6.1</b> Handheld hoses are allowed only where required to fill water containers. Sprinklers are not allowed. Hosepipes or siphoning devices are not to be used to remove water from any water trough. Tenants must take every precaution to prevent contamination of water supplies. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence. Mains water supply will be shut off during winter months. Water authority regulations will apply at their discretion. Washing vehicles is prohibited.</p>	<p>Several ploholders objected to this rule with regard to handheld hoses. Proposal to remove first sentence and add a suitable wording at the end of the paragraph.</p>	<p><i>not clear on what the revised proposed rule 6.1 does it now mean that we are allowed to use a handheld hosepipe from a standpipe. If so, could the rule actually say “tenants may use a handheld hosepipe from standpipes”</i></p> <p><i>Agrees with the proposal to ban hosepipes for watering, however storage tanks should be in waking distance.</i></p> <p><i>Watering crops by hose not only cause a huge waste of water but is impractical on most sites because of the limited number of standpipes.</i></p>	<p>Agreed to delete “handheld hoses are allowed only where required to fill water containers” and add “Tenants are expected to use water sparingly and responsibly” at the end of the paragraph. Consider using the proposed sentence “Tenants may use a handheld hosepipe from standpipes to water plots.</p>
<p><b>6.2</b> Bonfires must not be allowed to cause a nuisance to neighbouring plot holders and residents and under no circumstances should they be left unattended. Smoke must not interfere with public highway.</p>	<p>No comment</p>	<p><i>This rule lacks teeth and is merely subjective. It needs re-writing.</i></p>	<p>No change</p>

<p><b>6.3</b> Carpet, tyres, underlay and asbestos may not be used on any Site</p>	<p>What provisions are to be made for phasing out these items. Many existing tenants are in breach of this condition. Many tenants use carpets sensibly. What is wrong with using carpets or other material to suppress weeds on internal plot paths.</p> <p>Proposal to keep rule. Propose to use Proprietors weed suppressants such as bio degradable material like cardboard</p>		<p><b>Look at rewording this sentence re use of carpet. E.g “Carpet must be used responsibly and carpet and tyres to be removed at termination of tenancy”??</b></p>
<p><b>6.4</b> Rubbish refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation and mulching) must not be deposited on the Allotment Garden by the Tenant or by anyone else with the Tenant’s permission. Tenants are to compost or reuse all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or reusable must be removed from the Site by the Tenant. See 6.10</p>	<p>Proposal to delete “reasonable amount” at beginning of sentence</p>	<p><i>6.4 and 6.5 These proposed rules are not clear. Are tenants to be allowed to make a compost heap and keep it on the allotment or next to the allotment? If so could the rule say “tenants are encouraged to keep a compost heap for waste material on their allotment or adjacent to it space allowing”</i></p> <p><i>Does the area taken up by a compost heap on an allotment count as a cultivated area or a recreational area. Proposal: Could tenants be allowed and encouraged to make an additional large communal compost heap in designated spots?</i></p>	<p><b>Agreed sentence to read “Rubbish refuse or decaying matter except for manure, compost or woodchip required for cultivation and mulching etc</b></p>
<p><b>6.5</b> The Tenant must not deposit any matter in the hedges, ditches or</p>	<p>Proposal to look at the wording of this rule</p>		<p><b>Consult [redacted] response</b></p>

<p>water courses situated within the Site. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g Ragwort and Japanese Knotweed, plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry, or properly sealed and taken to an approved disposal facility.</p>			
<p><b>6.6</b> Tenants must not remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>6.7</b> Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden and must comply with Rules 14.1 -14.3</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>6.8</b> The Allotment Garden may not be used for any illegal or immoral purpose and the Tenants must observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotment Garden.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>6.9</b> Where the Council's title to a Site requires certain conditions to be observed, all Tenants on that Site must observe those conditions.</p>	<p>Site conditions/covenants all HBC sites are now Statutory so should not need to apply to this rule</p>		<p><b>Clarify – such as plot in conservation area or covenants?</b></p>

<p><b>6.10</b> Any manure on Site that has not been dug into or spread on to the Allotment Garden must be covered. See 6.4</p>	<p>No comment</p>	<p><i>Any manure on site that has not been dug into or spread on to the allotment garden must be covered. Why?</i></p>	<p><b>No change</b> <i>Consider deleting this sentence?</i></p>
<p><b>6.11</b> The Tenant shall not park a vehicle anywhere on the Site other than within defined parking areas, i.e. Choice Allotment off Blackman Avenue. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight.</p>	<p>Car parking/turning area at BOS Field which is well used by elderly/disabled ploholders. Would like this access to be maintained.</p>	<p><i>The defined parking site should be clearly attached for each allotment. There needs to be a clause within the rules that you can drive to your plot to unload materials.</i></p>	<p><b>No change to the rule but parking sign to be put up.</b></p>
<p><b>6.12</b> The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>6.13</b> No weapons (e.g air rifles) are permitted on the Site.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>6.14</b> When using any sprays or fertilizers, the Tenant of an Allotment Garden must; (a) take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and (b)</p>	<p>The terminology of this rule is confusing</p>	<p><i>A further section should be added that people choosing to use pesticides should not allow them to be sprayed (intentionally or otherwise) onto adjacent plots which may be worked organically.</i></p>	<p><b>See [REDACTED] response</b></p>

<p>so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public, game birds and other wildlife, other than vermin or pests and (c) comply at all times with current regulations</p>			
<p><b>6.15</b> Only if the prior written consent to the Council and from the Council can tenants plant any fruit trees regarded as permanent planting unless on dwarf rootstocks, trees are not to cast shadow over neighbouring plots or resident's gardens and can be removed at any time at the discretion of the Council. Total combined area of all fruit trees crown spread must not exceed 33% of total plot area. Soil beneath fruit trees must be planted with productive crops or other plants.</p>	<p>Query as to where the 33% rule came from. Cannot see problem with having a grassed area around fruit trees.</p>	<p><b>email 1.2.12 The first sentence of this clause is awkwardly phrased and third sentence not clear enough. There is a danger that this rule could be interpreted in ways otherwise than was intended and would rephrase as follows:</b> "Fruit trees regarded as permanent planting must be on dwarf or semi-dwarf rootstock unless the tenant has obtained prior written consent from the Council to do otherwise Trees are not cast any shadow over neighbouring plots or residents' gardens and can be removed at any time at the discretion of the Council. The total combined area of all fruit trees crown spread must not exceed 33% of total plot area."</p>	<p><b>Look at rewording but sentence should include "ponds should be made safe /covered. Add "unless previous written consent has been granted" after 33% of total plot area?</b> "Soil beneath fruit trees etc... is this to be deleted and replaced with "cultivate with mulch"</p>
<p><b>6.16</b> Tenants shall not obstruct or encroach by cultivation or construction on any path set out</p>	<p>A number of paths are poorly defined and need reinstatement, where does this responsibility lie?</p>		<p><b>No change</b></p>

by the Council for the use of the occupiers of the allotment site.			
<b>6.17</b> Tenants have a duty of care to others on the allotment site. This includes visitors, trespassers, other tenants, themselves and family members and wildlife. This is particularly relevant in relation to; the timing and usage of mechanical equipment i.e. strimmers and rotovators and the means to power them such as petrol. The prevention of obstruction of paths and construction of any features on the site, i.e ponds. Safe application and storage of pesticides and fertilizers, where manufacturers recommended application and storage methods, rates and precautions must be adhered to and containers properly labelled and disposed of safely.	No comment		<b>No change</b>
<b>6.18</b> Plants grown which may produce illegal substances are strictly prohibited	Proposal to remove this rule		<b>Agreed to delete this rule</b>
<b>6.19</b> All incidences of rodent infestation to be reported immediately to the Allotment Officer. (01424 451853	No comment		<b>No change</b>
<b>7. Dogs, Animals and Bees</b>			
<b>7.1</b> Any dog (including Assistance Dogs) brought onto the Site must be kept on a lead and under strict control at all times.	Request from █████ to delete referral to Clean Neighbourhoods.		█████ to check Dog Control Orders

<p>Tenants are reminded of the Clean Neighbourhoods and Environment Act 2005 – Control of Dogs order and must ensure that any dog foul is removed forthwith.</p>			
<p><b>7.2</b> Animals or livestock (except hens or rabbits) must not be kept on Allotment Gardens to extent permitted by Section 12 of the Allotment Act 1950 and (b) in the case of any other livestock in accordance with the terms of the written consent of the Council.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>7.3</b> Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must obtain prior permission from the Allotment Officer and must comply with any husbandry conditions laid down by (and obtainable from) the Council. Failure to do so may lead to eviction from the allotment.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>7.4</b> Any part and no more than 25% of any size of Allotment Garden/plot used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Allotment Officer. Structures must comply with the Council's specifications</p>	<p>No comment</p>		<p><b>no change</b></p>
<p><b>7.5</b> Beehives are not allowed on the Allotment Gardens except with the prior written permission of the appropriate Officer of the</p>	<p>No comment</p>		<p><b>No change</b></p>

Council. Tenants must have valid insurance cover.			
<b>8. Unauthorised Persons</b>			
<b>8.1</b> Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the Site. Access is not permitted to any Plot(s) other than let to the Tenant.	What about open days?	<i>Need to clearly state how we can authorise our husbands/wives etc</i>	██████ to look at this rule?
<b>8.2</b> The Council may order any person unlawfully allowed on to the Site in breach of these rules to leave immediately	No comment		<b>No change</b>
<b>8.3</b> The Council may take action for breach of their Tenancy Agreement against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.	No comment		<b>No change</b>
<b>8.4</b> Keys are not to be reproduced and distributed to any other person.	Should this be gate keys?		<b>Add “Gate keys are not to be reproduced...etc</b>
<b>9. Paths</b>			
<b>9.1</b> Paths provided by Tenants must be within the boundaries of their own Allotment Gardens and kept free from weeds.	Proposal to delete this rule		<b>Agreed to delete this rule</b>
<b>9.2</b> Paths between two Allotment Gardens must be a minimum of 450mm in width where possible	Paths should be of sufficient width to allow safe passage. Each tenant should be responsible for the whole path between		<b>Agreed to delete “reasonably” and replace with “trimmed” and add “Tenants take responsibility for</b>

and must be kept reasonably free from weeds up to the nearest half width by each adjoining Tenant.	their plots.  Proposal to delete “reasonably” free		<b>paths adjacent to their plots”</b>
<b>9.3</b> Site paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their Allotment.	No comment		<b>No change</b>
<b>9.4</b> The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.	No comment		<b>No change</b>
<b>10. Sheds, Buildings and Structures</b>		<b>There is no mention of large permanent netting cages which can cast significant shade on neighbouring plots and look worse than sheds.</b>	
<b>10.1</b> No buildings, walls or permanent structures may be put on the Allotment Garden by Tenants. Sheds, greenhouses or polytunnels must comply with these specifications and	No comment		<b>No change</b>

conditions.			
<b>10.2</b> Any shed, greenhouse or polytunnel which the Council allows on the Allotment Garden must be maintained in a good state of repair and condition to the satisfaction of the Council and if the Council is not satisfied with the state of repair it may order the Tenant to remove the structure. The Council reserves the right to re-enter and remove unsatisfactory structures and to recover costs from the tenant	No comment		No change
<b>10.3</b> Sheds and greenhouses may not be erected without prior consent from the Council. Such structures must have guttering connected to a water container (e.g. butt, barrel). A toolbox will be permitted of maximum capacity 2cu meters. See 10.6.	No Comment	<i>This is clearly for new structures but it is not clear whether you are expecting existing one to be retrospectively fitted.</i>	No change Clarify this perhaps?
<b>10.4</b> A polytunnel may not be erected without the prior written permission of the Council	No Comment		No change
<b>10.5</b> Structures should be sited to an agreed location or as directed by the Allotment Officer. No permanent footings or bases may be constructed. See 10.6	No comment		No change
<b>10.6</b> In all cases, plans should be submitted for the prior approval of the Corporate Director, Environmental Services at Aquila House, Breeds Place, Hastings TN34 3UY	Why the need for plans?  Council has the power to take down unsafe sheds	<i>Why are sheds required to be roofed with felt? Could corrugated iron also be allowed. Does not see why the rules on sheds are so prescriptive.</i>	clarify

Planning consent may be required at some sites as advised.

GREENHOUSES

These should be of the ridge type. Maximum floor area permitted is 80 square feet (7.43<sup>m<sup>2</sup></sup>) and the height should not exceed 7'6" (2.28m) at the ridge.

**Types permitted:** Wooden construction – painted white or treated with oil.

Aluminium frame

Polytunnel – maximum floor area as greenhouse and anchored securely.

The greenhouse/polytunnel will be of an approved design/specification acceptable to the Corporate Director, Environmental Services and affixed to an appropriate base.

SHEDS

Maximum floor area permitted is 48 square feet (4.45<sup>m<sup>2</sup></sup>) and the height should not exceed 7'6" (2.28m).

The shed will be painted dark green or treated with a timber preservative. Framework clad in

overlapping timber weatherboards. Roof boarding covered with mineralised roofing felt.

BUILDINGS

Buildings shall only be constructed in a position approved by the Council. All structures should be constructed to a reasonable standard from materials of good quality to specification as above and where vandalism is considered a possibility, a resistant cladding can also be agreed. Structures of inferior quality or not as specified will not be permitted. Structures are to be maintained in good condition.

The Allotment Tenant shall not be permitted to erect more than one shed and one greenhouse/polytunnel on each individual plot.

A shed and/or greenhouse will not be permitted on plots of less than 5 rods.

Allotment holders to submit full details of any structure to be provided for livestock, prior to construction for consideration.

The Corporate Director, Environmental Services must be informed when the

<p>shed/greenhouse has been constructed in order that an inspection can be made.</p>			
<p><b>10.7</b> Tenants may not plant hedges, erect permanent fencing including electric badger fencing or other barriers on or around their Plot unless agreed with the Allotment Officer. Tenants whose Allotment Gardens contains, or is bounded by, an existing hedge, fence or gate provided by the Council are responsible for maintenance. Ditches within the boundary of the Allotment Garden must be properly cleared and maintained.</p>	<p>proposal to delete this rule</p>		<p><b>Agreed to delete this rule</b></p>
<p><b>10.8</b> Temporary structures and compost containers must also conform to the Council's approved specifications as advised.</p>	<p>proposal to delete this rule</p>		<p><b>Agreed to delete this rule</b></p>
<p><b>10.9</b> Barbed wire must not be used on the Allotment Garden.</p>	<p>Proposal to re word and change Allotment Garden to "individual plots"</p>		<p><b>Agreed to change to "individual plots"</b></p>
<p><b>10.10</b> No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. All pesticides must comply with the Food and Environmental Protection Act 1985 and are to</p>	<p>No comment</p>		<p><b>No change</b></p>

be used in accordance with manufacturer's recommendations. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g glass for cloches) and must not be allowed to become a hazard or nuisance to others.			
<b>10.11</b> Petrol, oil, fuel, lubricants or other inflammable liquids are to be stored safely, in small quantities and in the correct containers	Discussed but leave rule in		<b>No Change</b>
<b>10.12</b> The Council is not to be liable for loss by accident, fire, theft or damage of any tools or contents left in any Communal Shed provided by the Council	Proposal to add in "or vehicles brought on site"		<b>Agreed to add at end of sentence "or vehicles brought on site"</b>
<b>11. Notice Board and Advertisements</b>			
<b>11.1</b>	Rule discussed. Proposal to reword		██████ to reword
<b>12. Inspection</b>			
<b>12.1</b> The Allotment Garden (and any structure on it) may be entered and inspected by an Officer or member of the Council/or its agent or the Police at any time and the Tenants must give whatever access they require with or without notice.	No comment		<b>No change</b>
<b>13. Disputes</b>			
<b>13.1</b> Disputes between Tenants which cannot be resolved on site will then be subject to the Council's complaints	What complaint procedures		██████ to discuss and clarify

procedures. The written decision of the Council will be binding on all the Tenants involved in the dispute			
<b>14. Harassment</b>			
<b>14.1</b> Hastings Borough Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment Tenants (see Allotment Rule 6.8)	No Comment		<b>No change</b>
<b>14.2</b> Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination.	No comment		<b>No change</b>
<b>14.3</b> Complaints about harassment are to be referred to the Council. The Council will endeavour to protect Tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.	No comment		<b>No change</b>
<b>15. Termination</b>			

<p><b>15.1</b> The Council may terminate Allotment Garden Tenancies in any of the following ways:</p> <p>a) twelve months written Notice to Quit expiring at any time between 29<sup>th</sup> September to 6<sup>th</sup> April inclusive; or</p> <p>b) three months written Notice to Quit:-</p> <p>i) if the Council requires the Allotment Garden for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or</p> <p>ii) where the Council acquired the Allotment Gardens for a purpose other than letting as allotments or has appropriated them to another purpose, or</p> <p>c) by re-entry by the Council at any time after giving one month's written Notice to Quit if:-</p> <p>i) Rent is in arrears for 40 days or more (whether formally demanded or not), or</p> <p>ii) the Tenant is in breach of the Tenancy Agreement or these rules, or</p>	<p>Ref:15.1 ii c – We did away with this in the Strategy, why has it been brought back – proposal to delete?</p> <p>Ref: 15.1 c iii – proposal to delete</p>	<p><b>Rule 15.1b(i) and (ii) This seems like a catch-all for the Council to clear people off the land if they feel like doing something else with it. To clear an allotment for the purpose of using it for building or mining should require a public consultation at least.</b></p>	<p><b>Delete this rule no.?</b></p> <p><b>Agreed to delete</b></p>
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<p>iii) the Tenant has become bankrupt or compounded with his or her creditors, or</p> <p>d) automatically three months following the death of the Tenant. Item 2.3 applies.</p>			
<p><b>15.2</b> Tenants may terminate Allotment Garden Tenancies by giving the Council one month's notice in writing or verbally to the Allotment Officer, Environmental Services, Hastings Borough Council, Aquila House, Breeds Place, Hastings, TN34 3UY (01424 451853)</p>	<p>To have a verbal termination may be problematic. Proposal that all tenants advise in writing</p>		<p><b>Agreed to consider whether verbally should be used.</b></p>
<p><b>15.3</b> Compensation may be payable in specific circumstances as set out in Allotment Acts 1908 – 1950</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>16. Change of Address and Notice</b></p>			
<p><b>16.1</b> Tenants must immediately inform the Council in writing of changes of address.</p>	<p>No comment</p>		<p><b>No change</b></p>
<p><b>16.2</b> Notices to be served by the Council on the Tenant may be:</p> <p>a) Affixed on the Allotment Garden, or</p> <p>b) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by first class post, registered</p>	<p>Option (a) should be removed and never used for an individual tenant</p>		<p><b>Are we deleting this?</b></p>

c)	letter, recorded delivery or hand delivered or Served on the Tenant personally.			
<b>16.3</b>	Notices served under sub-paragraph 2 above will be treated as properly served even if not received	No comment		<b>No change</b>
<b>16.4</b>	Notices to be given to the Council should be sent to Hastings Borough Council, Amenities and Leisure Services, Aquila House, Breeds Place, Hastings, TN34 3UY or such other address as the Council notifies in writing to the Tenant.	No comment		<b>No change</b>

**Consultation responses – as of 14/2/12**

**22 responses received for consultation period 9<sup>th</sup> December 2011 – 12<sup>th</sup> January 2012 - 13 of these also included 'OPTIONS'**

**20 responses received for consultation period 17<sup>th</sup> January 2012 – 17<sup>th</sup> February 2012**

**TOTAL RECEIVED: 42**