Allotment Rules

The following rules were developed in accordance with the Allotments Acts 1908 to 1950. These rules form part of the tenancy agreement and must be observed by all Tenants.

Tenants must observe and comply with the terms of this Tenancy Agreement, all current Rules, Regulations and Policies, and any amendments or additional requirements introduced by the Council or any relevant Government body from time to time, including changes to legislation, statutory provisions, local restrictions and guidance.

In all matters involving subjectivity and judgement the Council's decision is final.

Definitions

Allotment Service:	The 'Allotment Service' means the Allotments and Smallholdings Service of Bristol City Council, which administers and manages allotment sites on behalf of the Council.
The Council:	Bristol City Council or the Allotment Service.
Allotment Plot:	For the purposes of this Agreement, the term "Allotment Plot" may also be referred to as an "Allotment Garden", as used in relevant legislation and statutory provisions.
Tenant:	The person who has signed the Tenancy Agreement with the Allotment Service.
Co-worker:	A person registered with the Allotment Service as a Co-worker for a Tenant's plot. A Co-worker may access and work on the allotment site without the Tenant being present. Co-worker status does not confer any legal interest in the tenancy and does not provide any automatic right to succeed to or inherit the tenancy if the Tenant surrenders the plot, dies, or the tenancy otherwise comes to an end.
Visitor:	A person who is not registered with the Allotment Service as either a Tenant or a Co-worker. Visitors may enter the allotment site only when accompanied by a Tenant or registered Co-worker and must remain under their supervision at all times while on the site.
Haulingway:	An access way on the allotments that can be used by Tenants to access Allotment Plots.
Notice to Remedy (NTR):	A formal written Notice requiring the Tenant to correct a breach of tenancy within a specified timeframe. Failing to comply with a Notice to Remedy may lead to a Notice to Quit. Tenants can contact the Council with queries.
Notice to Quit (NTQ):	A formal written notice requiring the termination of the tenancy within a specified period. Details for the appeal process will accompany the Notice to Quit.

1	**Plot management (eligibility)**	**Penalty**
1.1	Tenants moving outside the Bristol City Council administrative boundary may not be able to keep their plot and are not eligible for any rental concessions or discounts offered by the Council. The Site Representative discount will still apply.	
1.2	The Tenant must inform the Allotment Service of any changes in their address and contact details, including email address.	
2	**Plot management (plot boundaries)**	
2.1	The Tenant must not alter the plot size or shape.	**NTR**
2.2	The Tenant must ensure their plot number is displayed clearly.	**NTR**
2.3	The Tenant must maintain a safe, clear and unobstructed division path of at least 450mm (18 inches) in width on each side of their Allotment Plot.	**NTR**
2.4	The Tenant must not plant hedges or erect fences, gates, walls or any other barrier that forms, or is intended to form, a perimeter or boundary around the whole or part of the plot.	**NTR**
2.5	The Tenant must not install, erect, maintain or permit any barbed wire on the plot or on any fence adjoining a path, access way or Haulingway.	**NTR**
3	**Plot management (regulated and prohibited uses of allotment sites)**	
3.1	The Tenant must use the plot as an Allotment Garden in accordance with the Allotments Act 1922, namely wholly or mainly for the production of edible produce for the consumption or enjoyment of the Tenant, their family and friends. The plot must not be used for any trade or business whatsoever.	**NTR**
3.2	No person has permission to use the plot for residential or overnight stays. This includes the overnight erection of tents, yurts and other temporary structures.	**NTR**
3.3	A Tenant may install a pond measuring up to one square metre and up to 50cm in depth. Permission must be sought for any ponds larger than this. Ponds are considered to be within the non-cultivated area of the plot. A pond must be well maintained and positioned so as not to cause a hazard to other allotment site visitors.	**NTR**
3.4	The Tenant must not photograph, film or record other people on the allotment site without their prior permission. CCTV cameras are not permitted. Wildlife cameras can be installed but must be positioned so that the cameras do not photograph or record outside the plot boundary.	**NTR**
3.5	Flying drones over the allotment site must be registered with the CAA where legally required and have permission from the Council.	**NTR**
3.6	The Tenant must not bring onto, or permit any other person to bring onto, the allotment site, any firearm, imitation firearm, air weapon, BB gun, pellet gun, catapult, firework or similar weapon.	**NTQ**
3.7	The Tenant must not leave any lights lit up on the allotment site when they are not there, including solar lights.	**NTR**

4	**Cultivation**	
4.1	The plot must have no less than 75% of its area under active cultivation for the recreational production of edible crops. Such crops shall be regularly maintained and harvested.	**NTR**
4.2	The first 3 months of the tenancy shall be considered a probationary period. If agreed progress is not made to bring the plot under cultivation, the Tenant will be issued with a Notice to Quit.	**NTQ**
4.3	The Tenant must keep the plot free of weeds that are likely to cause nuisance to neighbouring Tenants. Weed seed heads must be removed before the seed has set. The Tenant must control perennial weeds which spread through root extensions and/or runners (e.g., bindweed, brambles, couch grass, ground elder and creeping buttercup).	**NTR**
4.4	When using any pesticides or fertilisers, the Tenant must: a) take all reasonable care to ensure that adjoining hedges, trees, crops and water course/supplies are not adversely affected b) select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, livestock or other wildlife c) always comply with current regulations as notified to Tenants	**NTR**
5	**Trees, hedges and planting**	
5.1	The Tenant must obtain prior written permission from the Council before planting any fruit tree on the plot. Only fruit trees grown on dwarf rootstock will be permitted. The Council reserves the right to limit the number, type and location of fruit trees permitted on a plot. No more than 20% of the plot can be taken up by fruit trees.	**NTR**
5.2	The Tenant must not allow any non-fruit trees, including self-seeded trees, to grow on the plot, other than any trees which the Council may require to be preserved.	**NTR**
5.3	Hedges are not permitted to be planted on allotments.	**NTR**
5.4	The Tenant is responsible for ensuring, through regular maintenance, that existing hedges, as well as fruit trees and fruit bushes: • do not obstruct paths • do not encroach onto neighbouring plots • do not create health and safety hazards • do not shade an adjoining allotment or residence	**NTR**
5.5	Invasive plants must not be planted on the Allotment Plot, including: • Japanese knotweed • Giant hogweed • Himalayan balsam • *Rhododendron ponticum* • New Zealand pygmy weed This is not an exhaustive list. A full list of invasive plants can be found on www.gov.uk/guidance/invasive-non-native-alien-plant-species-rules-in-england-and-wales#list-of-invasive-plant-species. If invasive weeds are found, the Tenant	**NTQ**

	must immediately notify the Council by telephone on 0117 922 0000 or by email at allotments@bristol.gov.uk.	
5.6	In addition to invasive species, the Tenant must not plant or grow bamboo, any type of willow, blackthorn, cherry laurel or conifers (including Christmas trees).	**NTR**
6	**Structures**	
6.1	The Tenant can erect one purpose-built shed not exceeding 6ft x 4ft footprint, as well as either one polytunnel not exceeding 2m x 3m footprint or one greenhouse not exceeding 6ft x 8ft footprint. To install any other structure, including an additional polytunnel or greenhouse, or other structure for growing or livestock, the Tenant must have prior written consent from the Council.	**NTR**
6.2	Any permitted structure must be kept in a good state of repair and condition to the satisfaction of the Council. Should a structure fall into disrepair or become unacceptable, the Tenant must repair or remove it from the plot. Failure to comply will result in the Council arranging for its removal and recovering any associated costs from the Tenant.	**NTR**
6.3	The Tenant must not use any structure other than for purposes in connection with the cultivation of the Allotment Plot.	**NTR**
6.4	Any play equipment brought onto a plot must be portable, used only on a temporary basis, and not be permanently installed, fixed to the ground, or attached to any structure or tree. All play equipment must be removed from the plot at the end of the tenancy. The Council reserves the right to require the immediate removal of any item that it considers unsuitable or unsafe.	**NTR**
7	**Livestock**	
7.1	The Tenant must not keep cockerels, pigs, sheep, horses or any other animals on the Allotment Plot. Bees, rabbits and hens may be kept on allotments with permission from the Council. Permission may be withdrawn if livestock cause a nuisance to residents or other plot holders.	**NTR**
8	**Site security**	
8.1	The Tenant must lock the gates when entering and leaving the allotment site and must only access the allotment site using the official entrances.	**NTR**
8.2	Site access codes can only be shared with the Co-worker.	**NTR**
8.3	Only one key per plot will be issued to the Tenant. This remains the property of the Council and must not be copied or passed to other persons apart from the Co-worker. The key must be returned upon termination of the tenancy. Replacement of lost keys is chargeable to the Tenant.	**NTR**

9	**Co-workers**	
9.1	The Tenant can request to have a maximum of two Co-workers. The Tenant can request permission to add a Co-worker at any time during their tenancy.	
9.2	The Co-worker(s) must be registered with the Council prior to being allowed access to the allotment site. The proposed Co-worker(s) must sign a copy of these rules before approval is granted.	**NTR**
9.3	The Council has the right not to accept a person as a Co-worker or to terminate their status.	
10	**Conduct of Tenants, Co-workers and Visitors**	
10.1	The Tenant is responsible for their behaviour and that of all Co-workers and Visitors to the allotment and must ensure that Co-workers and Visitors comply with these rules. The Tenant will be held accountable for the actions of any Co-worker or Visitor. Examples of unacceptable behaviour or nuisance include, but are not limited to: • harassment, intimidation, or bullying • threatening, aggressive, violent, or abusive behaviour • abuse directed towards staff, volunteers, Tenants, Visitors, or members of the public • discriminatory behaviour of any kind • criminal activity • persistent or repeated nuisance, disturbance, or anti-social behaviour • loud music This prohibition applies to conduct carried out in person, by telephone, text message, email, social media, or any other electronic or online communication and includes conduct that occurs on or off the allotment site where it relates to or impacts upon the allotment site, its users, or its management.	**NTR**
10.2	The Tenant, their Co-workers or their Visitors must not trespass onto other plots, nor take produce or any other items from another plot without the express permission of the Allotment Plot holder or the Council, including vacant plots.	**NTR**
10.3	Children must be accompanied at all times whilst on the allotment site. The accompanying adult is responsible for their safety and behaviour and must ensure that they do not enter water tanks or trespass on other Tenants' plots.	**NTR**
10.4	The Tenant can bring dogs on site, but they must be kept on a lead at all times and not cause a nuisance. In addition: • dog waste must be collected and disposed of off-site • dogs must not be left unattended on plots	**NTR**
10.5	The Tenant must not tamper with, misuse, damage or vandalise any communal facility, shared resource, or Council-owned property on the allotment site. This includes, but is not limited to fences, gates, locks, water systems, water tanks, taps, pipes, signage, access roads, pathways, storage areas, buildings, and any other infrastructure provided for the benefit of allotment users.	**NTQ**

11	**Bonfires and other fire restrictions**	
11.1	No fires are to be lit on allotment sites between 1 March and 31 October. Any fires between 1 November and 28 February must be in a metal incinerator or bin and include only organic, untreated materials. Fires must not cause a nuisance to plot holders or neighbours. All fires must be attended until embers have cooled completely. The following are not permitted: • bonfires • pizza ovens • chimineas • wood burners • disposable BBQs BBQs and small camping gas cookers raised off the ground are permitted. The Council reserves the right to restrict use of any BBQs or fires as required, including where they cause a persistent nuisance, are within the Clean Air Zone, or during periods of drought or heatwave.	**NTR**
11.2	The Tenant shall not store any flammable liquids or gas bottles on the plot except small canisters (less than 230g) for camping gas cookers.	**NTQ**
12	**Water management**	
12.1	The Tenant must ensure that all appropriate structures on their plot are fitted with suitable rainwater harvesting and storage facilities, such as covered water butts, and that such facilities are maintained in good working order.	**NTR**
12.2	All water trough lids must be closed after use.	**NTR**
12.3	Hosepipes are not allowed on the allotment site. Irrigation systems cannot be connected to the mains water supply. The Tenant must water their plot using watering cans or rainwater collected and stored on site, such as in water butts, unless otherwise authorised by the Council.	**NTR**
12.4	Water provided on the allotment site must be used solely for horticultural purposes connected with the cultivation and maintenance of Allotment Plots. The water supply must not be used for drinking, cooking, food preparation, washing produce, or any other form of human consumption.	**NTQ**
13	**Waste management and prohibited materials**	
13.1	The following materials and items are prohibited on Allotment Plots and must not be brought onto, stored, used, buried, or disposed of anywhere on the allotment site: • tyres • carpets, carpet underlay, and artificial grass or turf • barbed wire, razor wire, or similar materials • hazardous, toxic, or contaminated construction materials • domestic, household, or commercial waste • windows or broken glass • corrugated iron sheets or other metal sheets – these can be used for roofing but cannot be stored or otherwise used on plots • asbestos or asbestos-containing materials	**NTR**

	• gravel, hardcore, concrete, rubble, road sweepings or similar materials • non-UV stabilised tarpaulin • mortar- or render-encrusted bricks or tiles • any other material which, in the opinion of the Council, presents a health and safety risk, environmental hazard, or nuisance	
13.2	Where asbestos or suspected asbestos-containing materials are found on a plot or elsewhere on the allotment site, the Tenant must immediately notify the Council by telephone on 0117 922 0000 or by email at allotments@bristol.gov.uk.	**NTQ**
13.3	The Tenant must not deposit, accumulate, store, or permit to be deposited on the Allotment Plot, allotment site, nearby watercourse, roadway or nearby property any rubbish, refuse, waste, road sweepings or decaying matter. Compost, manure, and other organic material reasonably required for the cultivation of the plot may be kept on the plot.	**NTR**
13.4	Organic materials must be stored safely and away from water troughs and taps.	**NTR**
13.5	The Tenant must not bring onto, or store on, the allotment site any building materials except those reasonably required for authorised allotment purposes, such as the construction, maintenance, or repair of permitted structures and features. Any such materials must be used as soon as practicably possible and must be stored safely, neatly, and in a manner that does not cause nuisance, obstruction, or risk to others.	**NTR**
13.6	Any surplus, unused, discarded, or waste materials, including waste not suitable for composting or cultivation, and any out-of-date chemicals must be removed from the allotment site without delay and disposed of lawfully at the Tenant's expense.	**NTR**
13.7	No human or animal ashes can be scattered on the Allotment Plot or site.	**NTQ**
14	**Vehicles, trailers, and access ways**	
14.1	Motor vehicles and trailers must not be left overnight.	**NTR**
14.2	Caravans, motorhomes, and any other live-in vehicles are prohibited on site.	**NTR**
14.3	The Tenant must not obstruct or encroach upon any path or Haulingway. Vehicles may only be brought onto such areas temporarily for the purposes of loading or unloading. Once loading or unloading has been completed, vehicles must be moved immediately to the designated parking areas.	**NTR**
14.4	The Tenant and their Visitors must comply with the site speed limit of 5 mph at all times while driving on the site. Cyclists and persons using scooters must ride with due care and attention, at a safe speed, and in a manner that does not endanger, obstruct, or inconvenience other site users.	**NTR**

15	**Plot transfer**	
15.1	The tenancy of an Allotment Plot is personal to the Tenant and is not transferable. Under Section 27(4) of the Allotment Act 1908, the named Tenant must not assign, sublet, or part with possession of all or part of the Allotment Plot.	**NTQ**
15.2	At the end of a tenancy, succession rights to the Allotment Plot are not automatic. If the Tenant passes away, succession requests from immediate family in the same household or a registered Co-worker will be considered by the Council. In all other situations, the Council will review tenancy succession on a case-by-case basis. The Council retains full discretion to decide whether a registered Co-worker or member of the household is permitted to take over the tenancy.	
15.3	Where a tenant in a joint tenancy passes away, the tenancy will be offered to the remaining Tenant.	
16	**Rights of inspection and re-entry**	
16.1	The Council retains the right to permit any duly authorised individual or officer at any time to enter and inspect the plot and livestock.	**NTR**
17	**End-of-Tenancy plot condition standard**	
17.1	At the end of the tenancy, plots must be left: • free from any waste • free from unusable structures and materials • in a condition suitable for reletting	
17.2	When the tenancy is ended the Council will recover compensation (at cost) from the Tenant for any deterioration caused by a failure to maintain the condition of the plot. This includes the condition of structures, abandoned waste and the standard of cultivation. To avoid this charge, the Tenant must not: • leave waste materials on the allotment plot • leave behind structures which pose a health or safety risk • leave the plot in a neglected (uncultivated) state If the Tenant has any concerns that they may be at risk of a potential charge, they should contact the Allotment Service in good time before relinquishing the plot, so that any issues which need rectifying can be identified. The Council will recover compensation (at cost) from the Tenant upon termination of the tenancy for any deterioration caused by a failure to maintain the condition of the plot. This includes the condition of structures and the standard of cultivation. To avoid a recharge (Council-recovered compensation), the Tenant must not leave rubbish on the Allotment Plot. Structures must not pose a health and safety risk, and the Allotment Plot must be cultivated. If the Tenant is concerned about any potential recharges, they should contact the Allotment Service so that any issues requiring rectifying can be identified.	

Please return your signed form to the Council by email at allotments@bristol.gov.uk or post to Allotments and Smallholdings, City Hall, PO Box 3399.