# Comparison of Tenancy and Agreement Proposed version and existing version

## Key

| Colour Code | Meaning |
|---|---|
| Green text | Same or very close to existing text |
| Blue text | Similar to existing clause |
| Purple text | New clause |
| Red text | Not included in proposed rules |

| Abbreviation | Meaning |
|---|---|
| TA | Tenancy Agreement |
| A | The Agreement |
| S | The Schedule |
| DD | Do's and Don'ts |
| R | Rule(s) |
| C | Cultivation Requirements (in: Do's and Don'ts) |
| TC | Terms and Conditions |

| Other Abbreviations | Meaning |
|---|---|
| Notice to Quit (NTQ) | Notice advising we will take Possession in 30 days. A 12 month Notice to Quit can also be given. |
| Notice to Remedy (NTR) | If your plot is not brought up to an acceptable standard within the timescale set out in the Notice, we will serve a Notice to Quit and your plot will be repossessed. A warning may be given either verbally, email or letter.<br><br>We will only issue three warnings in a three year period, a fourth warning will result in a Notice to Quit |

| | The Tenancy Agreement (TA) Rules ® | | | Current rules, spanning the following documents: The Agreement (A), Terms and Conditions (TC), Do's and Don'ts (DD), Cultivation Requirements (C) and The Schedule (S) | |
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| **Clause** | **Proposed Rule** | **Penalty** | **Clause** | **Rule proposed to be replaced** | **Penalty** |
| | **Your Agreement** Your Tenancy Agreement and rules are made in accordance with the Allotments Acts 1908 to 1950. This is an important legal agreement between you (the Tenant) and Bristol City Council (your Landlord). It sets out the terms and conditions of your tenancy. The Council shall provide Tenants with not less than 28 days' written notice of any significant amendment to this Tenancy Agreement. Where it is not possible to provide 28 days' notice, the Council shall provide as much notice as is reasonably practicable and shall set out the reasons why the full notice period cannot be given. | | | | |
| **TA1.1** | A copy of the current Rules at the commencement of this agreement is attached and has been read by the Tenant. | | **A2** | The Tenant hereby agrees with the council to comply with the council's terms and conditions for allotment holders listed. | |
| **TA1.2** | This Agreement shall begin on the Commencement Date and shall continue until 28 September. Thereafter, it shall continue from year to year unless terminated in accordance with the provisions of the Tenancy Agreement and the Rules. | | **S1** | The Rent: The tenant shall pay a yearly plot rent as stated in the online shop in respect of the land (payable yearly on 29th September) and proportionately for any part of a year over which the tenancy may extend PROVIDED THAT the council may alter the amount of yearly rent by giving notice 12 months notice to the tenant | |
| **TA1.3** | Bristol City Council agrees to let, and the Tenant agrees to take the Allotment Plot situated at: | | **A1** | The council agrees to let and the Tenant agrees to take (subject as hereinafter provided) the allotment garden (hereinafter called "the allotment garden") described in the online shop (subject to any exceptions reservations and provisions contained in any deed or document under which the council hold or derive title to the land) for the term and at the rent specified in the online shop. | **Notice to Remedy or Notice to Quit** |
| **TA2.1** | The Tenant shall pay the rent, together with any applicable charge, to the Council. The first payment is due on the date of this Agreement. Rent shall be due annually on 29 September, or on any other date specified by the Council. | | **S1**<br><br>**TC1** | The Rent: The tenant shall pay a yearly plot rent as stated in the online shop in respect of the land (payable yearly on 29th September) and proportionately for any part of a year over which the tenancy may extend PROVIDED THAT the council may alter the amount of yearly rent by giving notice 12 months notice to the tenant.<br><br>To pay the rent hereby reserved without deduction in manner hereinbefore mentioned. | |

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| **TA2.2** | Where the Tenant wishes to pay rent quarterly or monthly, prior agreement must be obtained from Bristol City Council. Where such an arrangement has been approved, the Tenant must ensure that all charges due for the relevant tenancy year are paid in full by 31 August. This obligation remains payable in full irrespective of whether the Tenant retains or surrenders the plot during that tenancy year. | **NTQ** | **DD** | If you vacate you must pay any rent owed. | |
| **TA2.3** | The Council may vary the rent and/or any associated charges by giving the Tenant not less than 6 months written notice. | | | | |
| **TA2.4** | No refunds shall be payable by Bristol City Council in respect of rent, or any other associated charges paid by the Tenant, whether the Tenant chooses to surrender the plot, ceases to use the plot, or has the tenancy terminated before the end of the tenancy year. | | | | |
| **TA3** | The Council may take back possession of the allotment as follows: | | **A5** | This tenancy may also be determined in any of the following ways:– | |
| **TA3.1 (a)** | If the Tenant gives the Council not less than 4 weeks' written notice of their intention to terminate the Tenancy. | | | | |
| **TA3.1 (b)** | Where rent remains unpaid for 40 days after it becomes due, whether it is formally demanded or not. | | **A5**<br><br>**DD** | 2) By re–entry by the council at any time after giving not less than one month's previous written notice to the tenant<br><br>a) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or<br><br>You MUST pay your allotment rent within 40 days of receiving an invoice. | |
| **TA3.1 (c)** | By giving at least 12 months' written notice. The notice must expire on or before 6 April or on or after 29 September in any year. | | **A3**<br><br>**A5** | The tenancy may be terminated by the Tenant by not less than twelve months' previous notice in writing given to the council to expire on 25 March, 30 June, 29 September or 31 December in any year.<br><br>1) By the council giving to the Tenant not less than twelve months' previous written notice expiring on or before the 6th day of April or on or after the 29th day of September in any year. | |
| **TA3.1 (d)** | If the Tenant is not duly observing the conditions of this Tenancy Agreement or the Rules, the Council may terminate this Tenancy and recover possession of the Allotment Plot after giving the Tenant not less than one months' Notice to Quit. | | **A5** | 2) By re–entry by the council at any time after giving not less than one month's previous written notice to the tenant<br><br>b) if there shall be any breach of any term or condition of the tenancy | |
| **TA3.1 (e)** | If after 3 months of the start of the Tenancy it is found the Tenant has breached the Tenancy Agreement and Rules, the Council can serve a Notice to Quit. | | **C1** | From the start date of your tenancy agreement you have a three-month period in which enforcement for non-cultivation is not applicable. After this time you will receive a fourteen- day notice to remedy if at least 75% of your plot is not at a good level of cultivation. | |

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| **TA3.1 (f)** | 4 weeks after being notified of the Tenant's death. | | | | |
| **TA3.1 (g)** | By giving not less than 3 months' prior written notice to the Tenant where the Allotment Plot is required for any of the following purposes:<br><br>(i) for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or<br><br>(ii) for any purpose (not being the use of the Allotment Plot for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision. | | **A5** | 3) By re–entry by the council after giving the Tenant at any time three months' previous written notice.<br><br>a) on account of the allotment garden being required for building mining or any other industrial purpose or for roads or sewers in connection with any of those purposes.<br><br>b) on account of the allotment garden being required by the council for any purpose (not being the use of the allotment garden for agriculture) for which it was acquired by the council or has been appropriated under any statutory provision. | |
| **TA3.2** | A Tenant has the right to Appeal a Notice to Quit issued for Breach of Tenancy | | | | |
| **TA3.3** | Notice of termination of Tenancy will normally be given by email where the Tenant has provided a valid email address, or by post where no email address is held. A notice is also valid if the Council:<br><br>(a) delivers it personally to the Tenant; or<br><br>(b) leaves it at the Tenant's last known address; or<br><br>(c) fixes it in a prominent position on the Allotment Plot | | **A5** | 4) Any notice given by the council under or in respect of this tenancy shall (in addition to any other means of service authorised by law) be sufficiently served upon the Tenant either by handing it to the Tenant personally or by leaving it at (or sending it by post addressed to the Tenant at) the last known address of the Tenant or by fixing it in some conspicuous manner on the allotment garden or the hut. | |
| **TA4.1** | The Council is responsible for:<br>• letting and managing allotment sites<br>• health and safety works<br>• communicating with Tenants<br>• supporting Site Representatives.<br>• utilities supply (where appropriate) | | | | |

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| **TA5** | The Tenant accepts the Tenancy of the Allotment Plot with effect from the date specified in Section 1 and agrees to comply with the terms set out in this Tenancy Agreement and Rules.<br><br>The Tenant agrees that notices and communications relating to the Tenancy may be sent electronically to the email address supplied by the Tenant unless the Tenant requests correspondence by post.<br><br>The Tenant confirms that they are 18 years of age or over and that all information provided in their application is true, complete and accurate to the best of their knowledge and belief. The Tenant acknowledges that, if any information provided is found to be false, inaccurate or misleading, the Council reserves the right to take appropriate action, which may include terminating the Tenancy and seeking possession of the plot.<br><br>The Tenant understands that the plot may only be used as an Allotment Plot and must be managed in accordance with this Tenancy Agreement, Rules, the Allotments Acts, and any other relevant legislation. | | **TC15** | To observe and perform any regulation which may be endorsed on this agreement or annexed hereto. | |
| | Please return your signed form to the Council at allotments@bristol.gov.uk. or post to:<br><br>Bristol City Council,<br>The Allotment Service,<br>City Hall,<br>PO Box 3399,<br>Bristol<br>BS1 9NE<br><br>Full details of how the Council uses your data and why it is collected can be found by clicking on the following link:<br>www.bristol.gov.uk/allotments-privacy-notice | | | | |

| | **Proposed Rules** | | | | |
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| | 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.<br><br>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.<br><br>In all matters involving subjectivity and judgement the Council's decision is final. | | **TC13** | To observe and perform any covenants, conditions and provisions contained in any deed or document under which the council hold or derive title to the allotment garden. | |

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| **R1** | **Plot management (eligibility)** | | | | |
| **R1.1** | 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. | N/A | | | |
| **R1.2** | The Tenant must inform the Allotment Service of any changes in their address and contact details, including email address. | N/A | **TC12**<br><br>**DD** | Forthwith to inform the council of any changes in his or her address.<br><br>Always inform the Allotments Office if you change your home address or email contact details | |
| **R2** | **Plot management (plot boundaries)** | | | | |
| **R2.1** | The Tenant must not alter the plot size or shape. | **NTR** | | | |
| **R2.2** | The Tenant must ensure their plot number is displayed clearly. | **NTR** | **TC11**<br><br>**DD** | Forthwith to provide and fix and thereafter to maintain in good condition in a conspicuous position in the front of the allotment garden a small board bearing clearly the number of the allotment garden.<br><br>You MUST erect a clearly visible number board on your plot. | |
| **R2.3** | 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** | **TC7**<br><br>**DD** | To leave a clear unobstructed and of at least (450mm) 18 inch division path on each side of the allotment garden and to maintain the path in a safe condition, keeping any grass mown on a regular basis.<br><br>Paths either side of your plot should be maintained and kept to a minimum width of 18 inches (450 mm).<br><br>You are not allowed to block communal pathways/haulingways. | |
| **R2.4** | 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** | **TC6** | Not without the previous written consent of the council as landlords (whether or not consent of the council in any other capacity has been given or is required) to erect or place on the allotment garden any building structure or erection of any kind whatsoever (other than the hut) and in particular not to use, place or bury any corrugated or sheet iron (or similar object) for any purpose on or near any boundary of the allotment garden provided that where such written consent is granted any building or hut shall be maintained in a good and sufficient state of repair and condition to the complete satisfaction of the council failing which the council may require the Tenant to remove such building or hut from the allotment garden. | |

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| **R2.5** | 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** | **TC4**<br><br>**DD** | Not to cause or permit or suffer to be caused or to arise any nuisance or annoyance to the occupier of any adjoining or neighbouring property or any obstruction of or encroachment on any path or haulingway intended for the use of the occupiers of any adjoining or neighbouring property or use barbed wire for a fence adjoining any such path or haulingway.<br><br>You are not allowed to block communal pathways/haulingways. | |
| **R3** | **Plot management (regulated and prohibited uses of allotment sites)** | | | | |
| **R3.1** | 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** | **TC2**<br><br>**DD** | To use the allotment garden as an allotment garden only and in particular not to use the allotment garden for any trade or business whatsoever.<br><br>You are not allowed to use your plot for any trade or business. | |
| **R3.2** | 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** | **TC21**<br><br>**DD** | Not to stay overnight on your allotment garden.<br><br>You are not allowed to stay overnight on your allotment plot. | |
| **R3.3** | 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.<br><br>A pond must be well maintained and positioned so as not to cause a hazard to other allotment site visitors. | **NTR** | **DD** | You can build a small wildlife pond, as long as it's built in a way that's not dangerous to people and animals. For advice contact the Allotments Office. Please remember that you may want a pond but the next tenant may not. | |
| **R3.4** | 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** | | | |
| **R3.5** | Flying drones over the allotment site must be registered with the CAA where legally required and have permission from the Council. | **NTR** | | | |
| **R3.6** | 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** | **TC23**<br><br>**DD** | Not to bring firearms onto allotment gardens.<br><br>You are not allowed to bring firearms onto allotment sites. | |
| **R3.7** | The Tenant must not leave any lights lit up on the allotment site when they are not there, including solar lights. | **NTR** | | | |

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| **R4** | **Cultivation** | | | | |
| **R4.1** | 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** | **DD**<br><br>**C1**<br><br><br><br><br>**C3** | You must cultivate and keep free from weeds at least 75% of your plot.<br><br>From the start date of your tenancy agreement you have a three-month period in which enforcement for non-cultivation is not applicable. After this time you will receive a fourteen- day notice to remedy if at least 75% of your plot is not at a good level of cultivation.<br><br>If you have fruit bushes/trees then the area around them must be maintained to a high standard and not be allowed to become overgrown and covered in weeds. | |
| **R4.2** | 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** | **C1** | From the start date of your tenancy agreement you have a three-month period in which enforcement for non-cultivation is not applicable. After this time you will receive a fourteen- day notice to remedy if at least 75% of your plot is not at a good level of cultivation. | |
| **R4.3** | 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** | **TC3**<br><br>**C2**<br><br>**C3**<br><br>**C3** | To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good and proper state of cultivation and good condition.<br><br>Good cultivation involves a regular level of work, with crops planted or ground prepared ready for planting and a virtually weed-free plot.<br><br>If you have fruit bushes/trees then the area around them must be maintained to a high standard and not be allowed to become overgrown and covered in weeds.<br><br>You should not allow your plot to become covered in weeds that seed or spread. | |
| **R4.4** | When using any pesticides or fertilisers, the Tenant must:<br>• take all reasonable care to ensure that adjoining hedges, trees, crops and water course/supplies are not adversely affected<br>• 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<br>• always comply with current regulations as notified to Tenants | **NTR** | | | |

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| **R5** | **Trees, hedges and planting** | | | | |
| **R5.1** | 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** | **TC9**<br><br>**DD**<br><br>**G1** | Not without the previous written consent of the council as landlords to plant or permit or suffer to grow any trees (other than any trees which the council may require to be preserved).<br><br>You must get permission from the Allotments Office if you wish to erect sheds, greenhouses, etc, or if you wish to plant dwarf rootstock fruit trees, or if you keep chickens, bees or rabbits on your plot.<br><br>Do ask for permission to plant Dwarf Rootstock Trees - only 3 trees allowed per plot unless authorised by AO | |
| **R5.2** | 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** | **TC9**<br><br>**C3** | Not without the previous written consent of the council as landlords to plant or permit or suffer to grow any trees (other than any trees which the council may require to be preserved).<br><br>If you have fruit bushes/trees then the area around them must be maintained to a high standard and not be allowed to become overgrown and covered in weeds. | |
| **R5.3** | Hedges are not permitted to be planted on allotments. | **NTR** | | | |
| **R5.4** | The Tenant is responsible for ensuring, through regular maintenance, that existing hedges, as well as fruit trees and fruit bushes:<br>• do not obstruct paths<br>• do not encroach onto neighbouring plots<br>• do not create health and safety hazards<br>• do not shade an adjoining allotment or residence | **NTR** | **DD** | If you have fruit bushes/trees, etc, you MUST maintain the area around them.<br><br>You are responsible for maintaining the inside of any hedge adjacent to your plot. | |
| **R5.5** | Invasive plants must not be planted on the Allotment Plot, including:<br>• Japanese knotweed<br>• Giant hogweed<br>• Himalayan balsam<br>• Rhododendron ponticum<br>• New Zealand pygmy weed<br>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 must immediately notify the Council by telephone on 0117 922 0000 or by email at allotments@bristol.gov.uk. | **NTQ** | | | |
| **R5.6** | 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** | | | |

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| **R6** | **Structures** | | | | |
| **R6.1** | 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** | **TC6**<br><br>**DD**<br><br>**G3** | Not without the previous written consent of the council as landlords (whether or not consent of the council in any other capacity has been given or is required) to erect or place on the allotment garden any building structure or erection of any kind whatsoever (other than the hut) and in particular not to use, place or bury any corrugated or sheet iron (or similar object) for any purpose on or near any boundary of the allotment garden provided that where such written consent is granted any building or hut shall be maintained in a good and sufficient state of repair and condition to the complete satisfaction of the council failing which the council may require the Tenant to remove such building or hut from the allotment garden.<br><br>You must get permission from the Allotments Office if you wish to erect sheds, greenhouses, etc, or if you wish to plant dwarf rootstock fruit trees, or if you keep chickens, bees or rabbits on your plot.<br><br>Do ask for permission for Greenhouses/polytunnels, these must be used for growing plants and not for storage. | |
| **R6.2** | 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** | **TC6**<br><br>**DD**<br><br>**G2** | Not without the previous written consent of the council as landlords (whether or not consent of the council in any other capacity has been given or is required) to erect or place on the allotment garden any building structure or erection of any kind whatsoever (other than the hut) and in particular not to use, place or bury any corrugated or sheet iron (or similar object) for any purpose on or near any boundary of the allotment garden provided that where such written consent is granted any building or hut shall be maintained in a good and sufficient state of repair and condition to the complete satisfaction of the council failing which the council may require the Tenant to remove such building or hut from the allotment garden.<br><br>If there is a shed on your plot you must maintain it in a serviceable and safe condition.<br><br>Do ask for permission for sheds larger than 6 x 4, permission will not be given for more than 1 shed per plot | |
| **R6.3** | The Tenant must not use any structure other than for purposes in connection with the cultivation of the Allotment Plot. | **NTR** | **TC29**<br><br>**G3** | Not to use the hut otherwise than for purposes in connection with the cultivation of the allotment garden.<br><br>Do ask for permission for Greenhouses/polytunnels, these must be used for growing plants and not for storage. | |

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| **R6.4** | 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.<br><br>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** | **TC6** | Not without the previous written consent of the council as landlords (whether or not consent of the council in any other capacity has been given or is required) to erect or place on the allotment garden any building structure or erection of any kind whatsoever (other than the hut) and in particular not to use, place or bury any corrugated or sheet iron (or similar object) for any purpose on or near any boundary of the allotment garden provided that where such written consent is granted any building or hut shall be maintained in a good and sufficient state of repair and condition to the complete satisfaction of the council failing which the council may require the Tenant to remove such building or hut from the allotment garden. | |
| **R7** | **Livestock** | | | | |
| **R7.1** | The Tenant must not keep cockerels, pigs, sheep, horses or any other animals on the Allotment Plot.<br><br>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** | **TC24**<br><br>**DD** | Not to keep cockerels, pigs, sheep or horses on allotment gardens – hens, bees and rabbits may be kept if permission is granted by the Allotments Office.<br><br>You must get permission from the Allotments Office if you wish to erect sheds, greenhouses, etc, or if you wish to plant dwarf rootstock fruit trees, or if you keep chickens, bees or rabbits on your plot.<br><br>You are not allowed to keep cockerels, pigs, sheep or horses on allotment plots – hens, bees and rabbits may be kept if permission is granted by the Allotments Office. | |
| **R8** | **Site security** | | | | |
| **R8.1** | 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** | **TC20**<br><br>**DD** | If your site has gates you MUST always ensure you LOCK them behind you.<br><br>If your site has gates you MUST always ensure you lock them behind you. | |
| **R8.2** | Site access codes can only be shared with the Co-worker. | **NTR** | **DD** | You are not allowed to give your key to other people or allow them to visit your plot unsupervised. | |
| **R8.3** | 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.<br><br>Replacement of lost keys is chargeable to the Tenant. | **NTR** | | | |

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| **R9** | **Co-workers** | | | | |
| **R9.1** | 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. | | | | |
| **R9.2** | 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** | | | |
| **R9.3** | The Council has the right not to accept a person as a Co-worker or to terminate their status. | | | | |
| **R10** | **Conduct of Tenants, Co-workers and Visitors** | | | | |
| **R10.1** | 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.<br><br>Examples of unacceptable behaviour or nuisance include, but are not limited to:<br>• harassment, intimidation, or bullying<br>• threatening, aggressive, violent, or abusive behaviour<br>• abuse directed towards staff, volunteers, Tenants, Visitors, or members of the public<br>• discriminatory behaviour of any kind<br>• criminal activity<br>• persistent or repeated nuisance, disturbance, or anti-social behaviour<br>• loud music<br><br>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** | **TC4**<br><br>**TC22**<br><br>**DD** | Not to cause or permit or suffer to be caused or to arise any nuisance or annoyance to the occupier of any adjoining or neighbouring property or any obstruction of or encroachment on any path or haulingway intended for the use of the occupiers of any adjoining or neighbouring property or use barbed wire for a fence adjoining any such path or haulingway.<br><br>Not to use any form of violence or harrassment on-site be it physical or verbal.<br><br>You are not allowed to cause a nuisance to other plot holders or neighbouring householders – nuisance could include bad language, getting drunk, playing loud music, racist language, etc.<br><br>You are not allowed to use any form of harassment or violence on-site, be it physical or verbal. | |
| **R10.2** | 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** | **TC19**<br><br>**DD** | Not to trespass on other people's allotment gardens unless previously given permission.<br><br>You or your children are not allowed to go onto other people's plots unless they have given you permission to do so. | |
| **R10.3** | 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** | **DD** | You or your children are not allowed to go onto other people's plots unless they have given you permission to do so. | |

| Clause | Proposed Rule | Penalty | Clause | Rule proposed to be replaced | Penalty |
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| **R10.4** | 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** | **TC30**<br><br>**DD** | Dogs must be held or tethered on a lead at all times and must not be allowed to stray onto other plots. Any fouling must be picked up and disposed of off site.<br><br>You can bring your dog on site as long as it's kept on a lead at all times. It must not be allowed to wander on to other plots.<br><br>You are not allowed to let your dog stray onto or foul other plots or paths/haulingways. | |
| **R10.5** | The Tenant must not tamper with, misuse, damage or vandalise any communal facility, shared resource, or Council-owned property on the allotment site.<br><br>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** | | | |
| **R11** | **Bonfires and other fire restrictions** | | | | |
| **R11.1** | 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.<br><br>The following are not permitted:<br>• bonfires<br>• pizza ovens<br>• chimineas<br>• wood burners<br>• disposable BBQs<br><br>BBQs and small camping gas cookers raised off the ground are permitted.<br><br>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** | **TC18**<br><br>**TC25**<br><br>**DD** | Not to have smokey bonfires that cause a nuisance.<br><br>No fires are to be lit on allotment sites between 1st April and 31st October.<br><br>You are not allowed to have smoky bonfires that cause a nuisance, or leave fires unattended. | |
| **R11.2** | 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** | | | |
| **R12** | **Water management** | | | | |
| **R12.1** | 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** | | | |

| Clause | Proposed Rule | Penalty | Clause | Rule proposed to be replaced | Penalty |
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| **R12.2** | All water trough lids must be closed after use. | **NTR** | | | |
| **R12.3** | 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** | **TC16**<br><br>**DD** | Not to use hoses and sprinklers for watering crops on allotments.<br><br>You are not allowed to use a hosepipe or a sprinkler to water crops. | |
| **R12.4** | 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** | **DD** | You are not allowed to wash crops or tools in water troughs. | |
| **R13** | **Waste management and prohibited materials** | | | | |
| **R13.1** | 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:<br><br>• tyres<br>• carpets, carpet underlay, and artificial grass or turf<br>• barbed wire, razor wire, or similar materials<br>• hazardous, toxic, or contaminated construction materials<br>• domestic, household, or commercial waste<br>• windows or broken glass<br>• corrugated iron sheets or other metal sheets – these can be used for roofing but cannot be stored or otherwise used on plots<br>• asbestos or asbestos-containing materials<br>• gravel, hardcore, concrete, rubble, road sweepings or similar materials<br>• non-UV stabilised tarpaulin<br>• mortar- or render-encrusted bricks or tiles<br>• any other material which, in the opinion of the Council, presents a health and safety risk, environmental hazard, or nuisance | **NTR** | **TC10**<br><br>**TC17**<br><br>**DD** | Not to deposit or permit to suffer to be deposited on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation on the allotment garden) or place any refuse or matter elsewhere on any adjoining or neighbouring property.<br><br>Not to use or bring on site any carpets or tyres.<br><br>You are not allowed to bring onto or use carpets on allotment plots. | |
| **R13.2** | 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** | | | |
| **R13.3** | 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** | **TC10**<br><br>**DD** | Not to deposit or permit to suffer to be deposited on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation on the allotment garden) or place any refuse or matter elsewhere on any adjoining or neighbouring property.<br><br>You are not allowed to bring rubbish onto the site (if you do you will be charged for its removal). | |

| Clause | Proposed Rule | Penalty | Clause | Rule proposed to be replaced | Penalty |
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| R13.4 | Organic materials must be stored safely and away from water troughs and taps. | NTR | | | |
| R13.5 | 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 | TC10 | Not to deposit or permit to suffer to be deposited on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation on the allotment garden) or place any refuse or matter elsewhere on any adjoining or neighbouring property. | |
| R13.6 | 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 | TC10 | Not to deposit or permit to suffer to be deposited on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation on the allotment garden) or place any refuse or matter elsewhere on any adjoining or neighbouring property. | |
| R13.7 | No human or animal ashes can be scattered on the Allotment Plot or site. | NTQ | | | |
| **R14** | **Vehicles, trailers, and access ways** | | | | |
| R14.1 | Motor vehicles and trailers must not be left overnight. | NTR | | | |
| R14.2 | Caravans, motorhomes, and any other live-in vehicles are prohibited on site. | NTR | | | |
| R14.3 | The Tenant must not obstruct or encroach upon any path or Haulingway.<br><br>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 | TC4 | Not to cause or permit or suffer to be caused or to arise any nuisance or annoyance to the occupier of any adjoining or neighbouring property or any obstruction of or encroachment on any path or haulingway intended for the use of the occupiers of any adjoining or neighbouring property or use barbed wire for a fence adjoining any such path or haulingway. | |
| R14.4 | 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 | | | |

| Clause | Proposed Rule | Penalty | Clause | Rule proposed to be replaced | Penalty |
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| **R15** | **Plot transfer** | | | | |
| **R15.1** | 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** | **TC5**<br><br>**DD** | Not to assign underlet or part with the possession of the allotment garden, the hut or any part of the allotment garden.<br><br>You are not allowed to sublet your plot. This includes asking co-workers to contribute to the rent | |
| **R15.2** | At the end of a tenancy, succession rights to the Allotment Plot are not automatic.<br><br>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.<br><br>The Council retains full discretion to decide whether a registered Co-worker or member of the household is permitted to take over the tenancy. | | **DD** | You are not allowed to transfer your tenancy if your site has a waiting-list. | |
| **R15.3** | Where a tenant in a joint tenancy passes away, the tenancy will be offered to the remaining Tenant. | | | | |
| **R16** | **Rights of inspection and re-entry** | | | | |
| **R16.1** | 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** | **TC8**<br><br>**DD** | To permit any officer or member of the council or any other person authorised by any such officer or member otherwise entitled to enter and inspect the allotment garden and the hut at any time.<br><br>Permit entry to sheds/structures for allotment staff, at any time requested. | |
| **R17** | **End-of-Tenancy plot condition standard** | | | | |
| **R17.1** | At the end of the tenancy, plots must be left:<br>• free from any waste<br>• free from unusable structures and materials<br>• in a condition suitable for reletting | | **TC14**<br><br>**DD** | To yield up the allotment garden (and the hut if provided by the council) on the termination of these tenancies respectively, in such condition as shall be in compliance with the agreements herein contained.<br><br>If you vacate your plot you MUST remove all belongings within two weeks. | |

| Clause | Proposed Rule | Penalty | Clause | Rule proposed to be replaced | Penalty |
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| **R17.2** | 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:<br>• leave waste materials on the allotment plot<br>• leave behind structures which pose a health or safety risk<br>• leave the plot in a neglected (uncultivated) state<br><br>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.<br><br>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.<br><br>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. | | **DD** | You are not allowed to bring rubbish onto the site (if you do you will be charged for its removal). | |

| | | | Clause | Removed Rules | Penalty |
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| | | | **A4** | If the allotment garden is not owned by the council then this tenancy shall determine on the day on which the tenancy (or the right of occupation) of the council determines. | |
| | | | **A5** | 2) By re–entry by the council at any time after giving not less than one month's previous written notice to the tenant b) if there shall be any breach of any term or condition of the tenancy or if the tenant shall become bankrupt or compound with his creditors. | |

| | | | Clause | Removed Rules | Penalty |
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| | | | **A5** | 3) By re–entry by the council after giving the Tenant at any time three months' previous written notice.<br><br>c) (in the case of the allotment garden having been acquired by the council under the Housing Acts 1890 to 1921 prior to the passing of the Allotment Act 1922) on account of the allotment garden being required by the council for the purposes of the Housing Acts and (in the case of the allotment garden having been acquired by the council otherwise than under the Housing Acts 1890 to 1921 prior to the passing of the Allotments Act 1922) on account of the allotment garden being required by the council for a purpose (not being the use of the allotment garden for agriculture) for which it was acquired by the council or has been appropriated under any statutory provision. | |
| | | | **TC25** | No fires are to be lit on allotment sites between 1st April and 31st October. If a hut is provided the following conditions apply:– | |
| | | | **TC26** | Not to remove or alter the position of the hut on the allotment garden. | |
| | | | **TC27** | Not to make any alteration or addition to the hut. | |
| | | | **TC28** | To use his or her best endeavours to keep the hut in good condition and to be responsible for any damage thereto occasioned directly or indirectly as a result of neglect or carelessness on the part of the tenant. | |
| | | | **DD** | You can have a small lawned area as long as it's regularly mown. | |
| | | | **DD** | If you think you qualify for a low-income rent discount you must apply between 1 July and 1 August EVERY year. | |
| | | | **DD** | If your plot is overgrown when you first rent it you are entitled up to two years' half-rent. | |
| | | | **DD** | Always inform your site rep (if you have one) if you have any problems. *Or contact allotments@bristol.gov.uk* | |
| | | | **DD** | You are not allowed to dig up paths between plots. | |
| | | | **DD** | You are not allowed to move city council sheds unless given permission by the Allotments Office. | |
| | | | **C5** | If you fail to pay your rent within 40 days, or fail to improve the condition of your plot following a Notice to Remedy, or receive three Notice to Remedy letters within three years, you will be issued with a one-month Notice to Quit. If you do manage to remedy the plot's condition by the end of the one month your Notice to Quit will be cancelled (except after receipt of three Notices to Remedy within three years). | |