

ALLOTMENT RULES

OXFORD CITY COUNCIL (the "Council")

1. Application

- 1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908, Allotments Act (1950) and the Occupiers' Liability Act (1957), and apply to all Allotments including any let before these rules come into force. They come into force on the date they are sealed.
- 1.2 In the event of any conflict between these rules and the lease (made between the Council and the Association) the lease will prevail over these rules.

2. Rent

- 2.1 Associations must pay annual rents on the agreed date each year
 - 2.1.1 Rent Reviews will be preceded by negotiations between the OCC officers with allotment responsibility and ODFAA. ODFAA will report to and consult with the Allotment Liaison Meeting. Site Rents may be increased on the review dates specified in the Lease provided the Council takes reasonable steps to give the ODFAA and Associations six months notice. Time shall not be of the essence for the purposes of this paragraph 2.1.1 and such notice may be served before or after the relevant review date.
 - 2.1.2 After discussion the Council will serve a notice on the ODFAA/ Associations via the Allotment Liaison Meeting proposing a figure for the revised rent.
 - 2.1.3 ODFAA may serve a counter-notice on the Council within three months of service of the Council's notice specifying the rent proposed by the Associations which will not be less than the rent payable immediately before the review date.
 - 2.1.4 At any time after the ODFAA's counter-notice the parties may agree a figure in writing for the revised rent.
 - 2.1.5 If no such agreement has been reached within three months of the date of service of the ODFAA's counter-notice, either party may nominate an independent valuer (acting as an expert and not an arbitrator). In the absence of such agreement referral will be made to the Chartered Institute of Arbitrators The decision reached is final and binding and the costs will be borne between OCC and ODFAA.
 - 2.1.6 If the revised rent has not been agreed by the Council and the ODFAA on or before the relevant review date, the rent payable from that review date shall continue at the rate payable immediately before that review date. No later than 5 working days after the revised rent is agreed the Associations shall pay the shortfall, if any, between the amount that they have paid for the period from the relevant review date until the rent payment date following the date of agreement or notification of the revised rent and the amount that would have been payable had the revised rent been agreed or determined on or before that review date.
 - 2.1.7 Associations may withhold site rents if OCC is in breach of its undertakings as agreed in the Lease or any Service Level Agreement.
- 2.2 Individual Plot Holders must pay all the one-off and Annual Fees for their plot when their Association requires.

3. Cultivation and Use of Allotments

- 3.1 The Association must ensure that the Allotments are used and occupied as allotment gardens and for no other purpose.
- 3.2 The Association must ensure that the Allotments are not used for any trade or business.
- 3.3 The Association must make every effort to ensure that the Allotments are kept clean, free from weeds, fertile and maintained in a good state of cultivation.
- 3.4 The Association will allow plot holders to remove any perennial crop or fruit trees/bushes planted or purchased by them before the end of their occupancy, provided they replace any surface soil disturbed by such removal.
- 3.5
 - 3.5.1 The Association must make every effort to ensure they keep all hedges within the boundary of their allotment properly cut and trimmed, keep all ditches, drains and watercourses for which they are responsible properly cleaned and maintained, and keep in repair any shed, greenhouse, fences, gates and walls on it for which they are responsible.
 - 3.5.2 Top Fruit Trees on dwarfing rootstocks may be planted on the Allotment with the written consent of the Association and subject to any other conditions or restrictions imposed by the Association. No other trees are allowed.

4. Bonfires and Other Restrictions

- 4.1 The Association must endeavour to ensure that plot holders comply with the Council's Guidance on Bonfires. (Attached below)
- 4.2 The Association must ensure that rubbish or building materials are not deposited on the Allotments and that the Allotments are kept in a tidy condition.
- 4.3 Any *timber, mineral, gravel, sand, earth or clay must not be removed from the Allotments without the written permission from the Council. (*wood, cut of necessity in maintaining the site, can be removed)
- 4.4 The Allotments may not be used for any illegal or immoral purpose and the Association must endeavour to ensure that the Plot holders observe all relevant legislation or Codes of Practice relating to activities they carry out on the Allotments.
- 4.5 Allotment Gardens, under the relevant legislation, are mainly for the purposes of growing food crops and a limited amount of flowers. (see also Sec 7). Any benefit to wildlife and flora must be supplementary to this activity and ground cannot be set aside or used for anything other than the prescribed purpose.

5. Lease Covenants

The Association must ensure that a plot holder of an allotment observes and performs all conditions and covenants contained in any lease under which the Council hold the land that apply to the Allotments.

6. Nuisance

The Association must ensure that plot holders do not cause or allow any nuisance or annoyance to the Council or to the occupiers of any other allotment or to the neighbourhood generally. In particular –

6.1 Association will not permit any overnight parking or other occupation of the site.

6.2 Noise from mowers, strimmers and other machinery used in maintenance or construction will be restricted to between 8.00am and 8.00pm

7. Dogs and other Animals

7.1 Dogs belonging to plot holders must not be brought into the Allotments unless they are on a lead at all times.

7.2 Dogs belonging to anyone other than a plot holder may not be brought on to the Allotments except where there is a Public Footpath.

7.3.1 Subject to discussion and agreement on the details, rabbits and hens may be kept by individual Plot Holders in accordance with the Allotment Act 1950, Section 12; provided that nothing in this subsection shall authorise any hens or rabbits to be kept in such a place, manner or number as to be prejudicial to health or a nuisance. Associations should make additional notification of the limits on numbers of these animals on any one plot and across the whole Allotment site. Cockerels are not permitted on any Allotment sites.

7.3.2 The welfare of hens or rabbits is solely the responsibility of the Plot Holder, the Association or the Council would not be responsible or liable these.

Plot Holders must prove by means of an RSPCA or independent vet inspection every 12 months that the animals are kept in a safe, clean and humane way. This cost, if any, must be met by the Plot Holder.

7.4 Honey Bees may be kept at the discretion of the Association and within strict guidelines as follows, relating to keeping hives in a public place: -

7.4.1 Plot Holders wishing to keep bees must be able to demonstrate successful completion of appropriate training and be current members of the British Beekeeping Association with cover from its Public & Product Liability insurance.

7.4.2 No more than two hives will be permitted on any one plot and, ideally, should be sited where there is least likelihood of interference with the use of other people's plots.

8. Unauthorised Persons

8.1 The Association must ensure that only the plot holder, or a person authorised by plot holder (authorised person) is allowed on the Allotments except on a Public Footpath.

8.2 Associations should report thefts, criminal damage or other illegal activity to the police, keeping the Council informed of such incidents and subsequent outcomes.

9. Paths and Encroachment

9.1 The Council reserves all rights of way and other rights existing over the premises.

9.2 The Association must not permit any new right of way or any other right to be acquired by encroachment over the premises. Any such encroachment must be reported to the Council, who hold responsibility for taking remedial action.

9.3 Site and Plot Paths set out by the Council/Association on the Allotments must be kept clear of obstructions at all times.

10. Buildings, Structures and Repairs

10.1 New communal Site Buildings must not be erected on the Allotments without the written consent of the Council and subject to the Council's prior approval as to the siting.

10.2 Plottolders must have the written consent of the Association to erect any sheds, greenhouses, polytunnels or other lasting structures and follow the associations requirements on size, siting and materials for base and construction. No buildings, tents or other structures intended as accommodation may be erected on plots.

- 10.3. Subject to exceptions in 13.2, the Association will keep the Site in a good condition and effect repairs as required to the satisfaction of the Council including:
- a) all ditches where both banks fall within the Site boundaries
 - b) all fences, hedges and walls including those on the boundaries for which they have responsibility
 - c) all buildings and structures on the Site, except those owned and maintained by the Council.
- 10.4 If the Association or Council is not satisfied with the state of repair of any building or structure on the Site it may order the Plotholder to remove the building or structure within three months of receipt of a notice in writing requiring them to do so.
- 10.5 Petrol, oil, lubricants or other inflammable liquids must only be stored in appropriate containers and buildings authorised by the Association. In the case of petrol no more than 30 litres may be stored in one place.
- 10.6 Pesticides / other hazardous chemicals must be appropriately stored and used in line with relevant legislation, manufacturer instructions and as detailed in Association rules.
- 10.7 Neither the Council nor the Association is to be liable for any loss by accident, fire, theft, or damage of any tools or contents in any shed, greenhouse, polytunnel or other containers and need not replace any such structure which is destroyed or damaged.

11. Trees

As per the Lease/SLA, the Council will carry out a biennial inspection of the trees on each Site and will at its own cost carry out:

- a) any works to a tree that has become dangerous;
- b) any works to a tree where the roots of which are preventing cultivation of one or more plots or parts thereof;
- c) any pruning works to prevent shading of plots which at its absolute discretion the Council deems necessary;
- d) removal of fallen branches causing hazard or obstruction;
- c) pollarding of willow trees

12. Notice Board

The Association must provide a Site notice board and ensure that it is maintained in good order.

13. Flooding

13.1 Subject to any agreement on rent reduction for restricted use due to flooding contained in the Lease or SLA, Associations shall reduce fees for affected Plots in proportion

13.2 Where boundary fences, walls and hedges, and ditches, drains and other watercourses are damaged severely by regular or successive flooding, the Association will not be responsible for repairs or replacement and will not be held in breach of Section 10 of these Rules if repairs or replacement are not enacted.

14. Improvements

No compensation for any improvements mentioned in Part I of the Second Schedule to the Small Holdings and Allotments Act 1908 or for any of the improvements mentioned in Part II of that Schedule will be paid unless the prior consent of the Council has been obtained.

15. Inspection

- 15.1 Any officer of the Association or officer of the Council may enter and inspect any allotment (and any shed, greenhouse or polytunnel on it) at any time upon reasonable notice.
- 15.2 If any allotment or structures on it are not found to be in a good and proper state and condition, the Association will give written notice of such defects to the plot holder. The Association must ensure that the plot holder makes good such defects to any structure within two calendar months of the written notice, or immediately if there is a clear H&S risk to others. The Association must ensure that the plot holder makes good the state and condition of the ground within 6 calendar months of the written notice.

16. Disputes

Disputes between the Council and any Association under or in connection with the Lease, SLA or these Rules should be discussed by the council, the Association and ODFAA. If unresolved, they should be referred to a single arbitrator (in accordance with the Arbitration Act 1996 or any statutory amendment or re-enactment thereof). The arbitrator will be appointed by agreement. No award made under this clause will include any matter compulsorily referred to arbitration under the Agricultural Holdings Act 1986 nor any dispute relating to the amount payable from a rent review. The arbitrator's decision is final and binding and the costs will be borne equally between the Council and the Association.

17. Termination & Dissolution

17.1 The Association may terminate individual allotment agreements by giving the plot holder six month's written notice or less, in accordance with the Association's own Rules and Constitution.

17.2 Upon dissolution or winding-up of any Association, such assets as remain should be passed to an organisation/organisations with the same or similar purpose and objectives.

18. Change of Address and Notices

18.1 The Association must immediately inform the Council in writing of changes of address of the individuals from time to time comprising the Tenant or officers of the Association.

18.2 The Association must ensure that plot holders must immediately inform them in writing of changes of address.

18.3 Notices to be served by the Council on the Association may be:

- a) sent to the Association's address in the tenancy agreement (or notified to the Council under these rules) by first or second class post, registered letter, recorded delivery or hand delivered; or
- b) served on an officer of the Association's Committee or any person or persons from time to time comprising the Tenant personally.

18.4 Notices served under sub-paragraph 2 above will be treated as properly served even if not received, given proof of posting.

18.5 Notices to be given to the Council should be sent to the Head of Law & Governance, St Aldate's Chambers, St Aldate's, Oxford OX1 1DS or such other address as the Council notifies in writing.

19. Interpretation

19.1 In these rules:

"the Council" includes any committee of the Council, any employees of the Council or any allotment managers appointed by the Council.

"the Association" means the Tenant under the tenancy agreement with the Council and where the context so admits also includes any society, trust, company, committee, or association which manages the Allotments on behalf of the Council.

(Add others???)

19.2 The headings of these rules are not to affect their interpretation.

Appendix One

OCC Bonfire guidelines

If you intend to have a bonfire, you are advised to follow these guidelines:

- Let your neighbours know - Check to see if any neighbours have washing out or windows open. A fire could lead to their clothes or home smelling of smoke and prevent them from enjoying their garden. This could lead to unnecessary neighbour disputes. You must not allow the smoke to cause a nuisance to neighbours.
- Consider the size of your bonfire - Can you burn the material in stages or could you use a small garden incinerator? If you reduce the size of the fire it could lead to a more controllable fire with less smoke.
- Only burn clean, dry vegetation - Damp or green material will create lots of smoke that could drift onto your neighbour's property or the highway. Never burn household rubbish, rubber tyres, or anything containing plastic, foam or paint.
- Check your environment - Is there a tree above the fire? Is it near a fence or building? Fires should be set in a cleared area, well away from anything that could catch fire.
- Never use flammable materials - You should never use oil, petrol, methylated spirits or any other type of flammable material to light a fire or to encourage it, as you could cause harm to yourself and to the environment.
- Avoid lighting a fire in unsuitable weather conditions - smoke hangs in the air on damp, still days and in the evening. If it is windy, smoke may be blown into neighbours' gardens and across roads.
- Check current air pollution levels - Avoid burning when air pollution in your area is high or very high. This information is included in weather forecasts or on the [UK Air Quality website](#)
- Be prepared to Stop - If your neighbour does raise a concern over smoke coming onto their property, you should take immediate action to resolve this. You may need to extinguish the fire. You should reconsider other options to dispose of your garden waste. Never leave a fire unattended or leave it to smoulder, put it out.