



Brookfield Allotments Terms and Conditions

1. GENERAL The main purpose of your allotment is to produce food. Secondary purposes include using your plot for leisure, preserving wildlife and biodiversity, exercise, wellbeing and lifelong learning.

An allotment is a community and fellow plot holders can be a good source of advice and fellowship. We expect you to have your own compost area on your plot (to compost any green waste) as a matter of good practice.

1.1 You must not use your allotment for any illegal, unauthorised or immoral purpose. If you are proven to be in breach of any of the above or other unseemly behaviour, your tenancy will be terminated immediately. If you are found guilty of any criminal offence committed on an allotment site this will result in the immediate termination of your tenancy without the right of appeal.

1.2 All children should be properly always supervised while on the allotment site. They are not allowed on other plots without that plot holder's permission.

1.3 You must use your allotment for your own personal use and must not carry out any business or sell produce from your allotment for personal gain, except for official fund-raising purposes.

1.4 You must not erect any advertisement or display for commercial gain on or near the allotment.

1.5 Neither you, nor any person connected with you, are allowed to reside on your allotment or stay more than one hour after sunset.

1.6 Only you, or person(s) authorised by you, are allowed on the site. You must have permission to go onto another plot holder's allotment.

1.7 You (the person(s) named on the tenancy agreement) must be the main user of your allotment unless you have obtained permission from the Committee for temporary cover. The length of any temporary cover will be decided by the Committee. According to individual circumstances a maximum of 12 months temporary cover is allowed. Granting temporary cover does not give the people helping you any rights to take over your plot should you decide to terminate your tenancy.

1.8 You should report any incident of theft, criminal damage or illegal activity to the Police and Committee. Photographs of the incident can be helpful (if they can be obtained safely). However, it is not the responsibility of the Committee to investigate such issues.

1.9 Any assault, threats or aggressive behaviour on site should be reported to the Police. You should email details to the Committee, so they are aware of the issue. Please also send the details of any Police report.



1.10 If the Committee have clear evidence (such as a Police report which determines culpability) to support an allegation of crime committed by a tenant on the allotment site the Committee will start the termination of tenancy process.

1.11 If you are involved in a dispute with another plot holder both you and they should contact the Committee for mediation. The Committee will not be able to act on disputes between you unless appropriate evidence is provided such as a written summary and – if they can be safely obtained – photographs. The decision of the Committee is final.

1.12 Access to individual plots should be unrestricted.

1.13 The Committee is not liable for any loss (including by accident, fire, theft, flooding or damage of any tools or contents of sheds and greenhouses). The Committee must show due care and attention in the management of the allotment site in this regard.

1.14 Both you, as a plot holder, and the Committee have liability under the Occupiers Liability Act. Health and safety on allotments is everyone's responsibility. You need to make sure your plot is as safe as possible for everyone. You have a duty of care for anyone on your plot regardless of whether they have permission to be there. What this means is that you must minimize hazards and risks (for example always use tools safely, beware of sharp edges on materials etc). An injury to yourself, or authorised people accompanying you to the site must be sent as a written report, if relevant, to the Committee. The Committee must show due care and attention in the management of the allotment site in this regard.

1.15 Any special condition which the Council consider necessary to preserve the allotment from deterioration must be observed and carried out.

1.16 The Committee will carry out regular site inspections usually in three times a year to assess the plot against the Allotment Terms and Conditions. If any plot is found to be in breach of the Terms and Conditions, then the termination procedure will be activated.

1.17 New plot holders are encouraged to seek mentors from existing plot holders to get guidance and advice in the annual cycle of an allotment. Existing plot holders are also encouraged to volunteer as mentors for new plot holders.

1.18 The first 12 months of your tenancy are a probationary period. We may terminate your tenancy during this period if you do not cultivate your plot or if you breach the Allotment Terms and Conditions. We will always issue a warning letter setting out our concerns and give you a calendar month to make improvements. If improvements are unsatisfactory after this time, then we will issue a Termination of Tenancy notice. During the probationary period there is no right of appeal.

1.19 Improved biodiversity is a key aim of the Council, and allotments already are a haven for wildlife. We encourage any wildlife friendly practices as long as these do not



disadvantage surrounding plot holders. Any proven threat to protected species will result in immediate termination of your tenancy.

1.20 It is your responsibility to tell the Committee of any change in your contact details.

2 TERMINATION AND APPEALS PROCESS IN RESPECT OF THE CONDITIONS OF CULTIVATION ON THE PLOT OR BREACH OF TERMS AND CONDITIONS

2.1 Failure to comply with the Allotment Terms and Conditions will result in the Termination Process being activated.

2.2 You should expect the Committee to regularly visit your plot. When you pay for the use of your plot, you agree to the Committee's Terms & Conditions.

If the cultivation standard at any time on a plot is below the required level in the T&Cs in 3.1 this could trigger the termination process.

A preliminary site inspection will be made early in the year to identify any plot considered below the average cultivation standard on that site.

We may send enquiry letters, e-mails and/or make a phone call to ask about your intentions for your plot. If necessary, you may be asked to contact the Committee within 2 weeks. If you do not reply within this period, a first warning letter will be issued. This is the start of the formal process that could end with the termination of your tenancy.

2.3 Written Warning

This warning will be sent to the email address you provided.

It will give you one calendar month from the date of the email to return your plot to an acceptable condition. It is very important that you acknowledge receipt of the warning letter by e-mailing chairman.brookfieldallotments@gmail.com.

Your plot will be re-assessed at the end of the calendar month and there are three possible outcomes:

- 1.** If you have made the improvements requested in the warning letter this will be acknowledged and no further action taken
- 2.** If you have made significant improvements but not achieved all improvements requested in the warning letter you will be given an extension to get the work done and your plot re-assessed at the end of this period.
- 3.** If you have not made the improvements requested in the warning letter the Committee will issue a Termination of Tenancy Notice.

2.4 Termination Notice



A Termination of Tenancy Notice will be issued by the Committee if the conditions set out in the warning letter have not been met (or if you have been terminated for breach of another area of the T&Cs). Plot holders who have their tenancy terminated will be removed/excluded from waiting lists. You will be given 2 weeks to clear your personal items (such as tools, poly tunnels, etc.) from the date of the termination notice. If you do not clear your personal items, the Committee reserves the right to charge you any costs for clearing your plot. If you receive a warning letter following two consecutive annual inspections during your ongoing tenancy and on the following third occasion your plot is found to be non-compliant with the T&Cs, your tenancy will be terminated with no right of appeal.

3. CULTIVATION

3.1 Your plot is provided on an annual tenancy agreement. This agreement says that a minimum of three quarters of your plot should be in a cultivation cycle*, and that your plot should be generally kept in a tidy condition. Up to one quarter of your plot can be used to grow flowers.

*A cultivation cycle is defined as ground preparation, planting of crops, tending and harvesting fruit and vegetables on a continuous annual basis.

Many plot holders have standing crops over the winter and have fruit trees and bushes that should be maintained. All allotment plots should be tidied, prepared and made ready for planting in April.

3.2 Fruit bushes and fruit trees must be pruned and must not overshadow adjoining allotment plots, or overhang boundaries or encroach on pathways. We may tell you to remove any trees that are, or are becoming, a nuisance to others, such as exceeding 3m (10ft) in height.

3.3 Hedges must be properly cut and trimmed, and must not overhang paths, plot boundaries or overshadow neighbouring plots. The maximum height of any hedges or boundary fencing must not exceed 1.2m (4ft) or be used to restrict access.

3.4 There may be trees and shrubs surrounding the allotment site which the Committee maintains as part of its Biodiversity Strategy for the borough. These trees can only be pruned with permission from the Council's Tree Section.

3.5 You must not remove soil, topsoil, gravel, sand or clay from the allotment site.

4. WATER SUPPLY, HOSES, BONFIRES, BARBECUES, CARPETS AND RUBBISH

4.1 You must not make any alterations to any aspect of the water supply. Water supplies will be turned off during the winter and on again in spring. Water points/taps are for the use of all plot holders no matter which plot they are on or adjacent to.

4.2 You may only use hand held hoses when they are being actively supervised to ensure that water is not wasted. You must turn off and disconnect your hose from the standpipe once you



have finished watering and store your hose pipe on your plot (not leaving it lying on the path where it may be a trip hazard). You must not use a hose when a hosepipe ban is in force. Sprinklers or irrigation systems are not permitted.

4.3 Bonfires and the use of personal incinerators are banned. Any plot holder contravening these conditions will have their tenancy revoked.

4.4 Barbecue are NOT allowed on site unless authorised by the Committee for events etc.

4.5 You must not use carpets or underlay to cover your plot.

4.6 You must store any maturing composting materials in properly constructed containers or in well-maintained heaps. You should dispose of any non-compostable materials or woody waste by taking this home and not leaving on site.

4.7 You must not bring rubbish and household waste onto your plot or any part of the site. You must remove all rubbish you create on site, ideally at least once per year and at the end of your tenancy. If your plot is untidy and you are storing rubbish, then (especially household goods and toys) this is a breach of the Terms and Conditions and may result in a warning letter and/or Notice of Termination if your plot is not tidied within a set timescale. Where provision is made for rubbish collection you must adhere to the site guidelines. Failure to do so may result in termination of your tenancy.

5. ANIMALS AND LIVESTOCK

5.1 You must not keep livestock on the site. This includes dogs , poultry, etc.

6. BUILDINGS, PATHS AND PONDS

6.1 You must not erect any new buildings or structures, including fencing, on your plot other than sheds, greenhouses, fruit cages and polytunnels (without permanent bases). All structures should be temporary and removed at end of tenancy unless agreed with Committee. Cost of removal to be met by outgoing tenant.

6.2 You must speak to the Committee before you erect a new shed, greenhouse or polytunnel. All structures must not exceed the following sizes: sheds a maximum of 8 feet by 6 feet or 2.4m x 1.8m. The maximum height of any structure must not exceed 6 feet or 2m in height at the eaves. Any new structure that overshadows or restricts access to neighbouring plots will have to be removed, for this reason it is advisable to consult anyone who may be affected before construction begins.

6.3 The pond on site is for communal use and is maintained by the site maintenance team. Any suggestions regarding the pond must be emailed to the Committee.

6.4 All paths including main paths must be kept clear of obstructions at all times and must not be encroached upon.



6.5 Neighbouring plot holders will have a shared responsibility for keeping any path between their plots well maintained. Paths must be kept clear and free of any trip hazards. Plot holders should also keep within the set boundaries of their plot and not encroach upon any neighbouring plot.

6.6 Barbed wire must not be used on any part of on the allotment site.

6.7 You are responsible for clearly marking and maintaining the plot number on your plot.

7. SECURITY AND SAFETY

7.1 You are responsible for locking the site gate on entry and exit at all times.

7.2 You can only access the site via an authorised entrance; you must not make any other means of entrance or exit.

7.3 You must not store or use any hazardous or poisonous materials on your allotment plot.

7.4 The Committee has a responsibility to deal with vermin but does not employ a Pest Control Officer. Rats, squirrels and pigeons may often be found on allotment sites, especially if there is inadequate maintenance of plots.

7.5 Pesticides include: herbicides, pesticides, fungicides, algaecides, moss killers and all such products or materials. All pesticides must be in date and stored, used and disposed of in strict accordance with the manufacturer's instructions. They must be approved products that comply with all current national, regional and local regulations and Committee guidelines. Spraying pesticides must be confined to still days and in the early morning to protect bees and cause the least possible damage to wildlife. Neighbouring plots, gardens and watercourses must not be affected by the application of pesticides.

7.6 Plot Holders may find useful information about the Allotment Site on the Site Noticeboard as well as through e-mails and website www.brookfieldallotments.co.uk

7.7 We reserve the right to revise, delete, or add to the Allotment Terms and Conditions at any time. You will be informed at least four weeks before the new Terms and Conditions are implemented by email. Site Noticeboards may also have updated information.

The Committee