



Houghton Regis Town Council

Leisure Gardens (Allotments) – Rules

Date of Approval:	15 th February 2022
Date of Review:	13 th June 2022

Introduction

Welcome to leisure gardening with Houghton Regis Town Council.

Leisure Gardens (Allotments) are great places for people of all ages to grow, keep fit, socialise with other people, and enhance local biodiversity. We want to encourage as many people as possible to take up and enjoy gardening.

This handbook explains our tenancy agreement in plain English. The tenancy rules apply to all our tenants.

This handbook explains what you can and cannot do on your plot. It also describes the management of the Leisure Gardens (Allotments) and who to contact if you have any problems.

Please read this handbook and keep it for future reference.

The Council tries to keep rents as low as possible so that allotment gardening is accessible to all. Our rental income does not cover the cost of maintaining the Leisure Gardens (Allotments). Our terms and conditions are designed to help us keep the rents as low as possible, so please be mindful of this.

Please remember that plot holders have a duty of care to ensure their plot is safe for anyone accessing the Leisure Gardens (Allotments) (e.g. other tenants, visitors, council contractors or staff carrying out inspections). With this in mind, you may wish to take out public liability insurance. This can be done through the National Allotment Society

[ALI-insurance-25.07.21.pdf \(nsalg.org.uk\)](https://www.nsalg.org.uk/ALI-insurance-25.07.21.pdf)

1. General

- 1.1 The Council has the power to make rules to regulate the arrangements for letting individual plots on its Leisure Gardens (Allotments) sites.
- 1.2 The rules apply to all plots.
- 1.3 These rules apply to all the Council’s Leisure Gardens (Allotments) sites.
- 1.4 We may need to amend these rules from time to time. If we plan to do so, we will consult plot users before changes come into effect.
- 1.5 A copy of amended rules will be provided to those directly affected as soon as reasonably practicable. We will also provide a copy of current regulations, on request, to any resident in our area.
- 1.6 For further advice on cultivation, inspections and responding to notices, please visit [National Allotment Society Policies – The National Allotment Society – National Society of Allotment and Leisure Gardeners Ltd \(nsalg.org.uk\)](https://www.nsalg.org.uk)

2. Interpretation and definitions

- 2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole to understand their full effect.
- 2.2 The headings and cross-referencing we have used are for convenience only and do not affect the interpretation of the rules.
- 2.3 The following words have the meanings set out here:
 - We/us means Houghton Regis Town Council’s staff responsible for its Leisure Gardens (Allotments) service.
 - You mean the tenant of a particular Leisure Gardens (Allotments).
 - Leisure Gardens (Allotments) /plot means the plot let exclusively to a tenant.
 - Leisure Gardens (Allotments) site means all the land held by us for Leisure Gardens (Allotments) use on a particular site, including all the Leisure Gardens (Allotments) exclusively let (or available for letting) to tenants, as well as the shared facilities, tracks, paths, and other areas not exclusively let.
 - Family member means somebody related to you (by blood, marriage, civil partnership, adoption, or other legal formality) provided they have lived with you as part of your household for at least one year before your death.
 - Structure means building, shed, greenhouse, shelter, polytunnel or other similar construction on a Leisure Gardens (Allotments).
 - Your address means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.
 - Neighbour means a resident living close to the Leisure Gardens (Allotments).

3. Allocation of tenancies and other Leisure Gardens (Allotments) users

- 3.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure, which is set out in Appendix 1.

- 3.2 Family members have a limited priority to take on Leisure Gardens (Allotments) if the tenant dies, as explained in the Appendix. Otherwise, the out-going tenant's particular circumstances or wishes would have no influence over the allocation when the tenancy ends.
- 3.3 You may allow other people to come on to the Leisure Gardens (Allotments) site and/or help you cultivate your Leisure Gardens (Allotment). But, subject to paragraph 3.5, you must not:
- assign your tenancy
 - sub-let or otherwise part with possession of or pass on your Leisure Gardens (Allotment) (or any part of it) to anybody else
 - in any way, charge others for permission to use your Leisure Gardens (Allotment) (or any part of it).
- 3.4 You are responsible for the conduct and activities of anybody you allow on the Leisure Gardens (Allotments) site in accordance with paragraph 3.3.
- 3.4.1 Tenants and visitors must act responsibly in a Leisure Gardens (Allotments) site and not cause a nuisance to residents or other plot holders.
- 3.5 Only Leisure Gardens (Allotments) tenants, guests of Leisure Gardens (Allotments) tenants and council operatives are allowed on the Leisure Gardens (Allotments). The public should not be accessing the Leisure Gardens (Allotments) unless invited by a tenant or by the Council.
- 3.6 In exceptional circumstances, for particular projects with a community benefit, we may allow sub-letting of certain Leisure Gardens (Allotments). Such arrangements must be made with us in advance and may only go ahead if and when we give written permission.

4. Tenancy preliminaries

- 4.1 The tenancy of your plot carries on indefinitely rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year from 1 January to 31 December until it ends (see paragraph 5).
- 4.2 A plan identifying the precise boundaries of each plot is available. Any dispute about boundaries may be referred to us, and our decision is final (see paragraph 8).
- 4.3 Before your tenancy begins, we will remove any unsound structures.
- 4.4 You may use any structure on your plot, but you will be responsible for maintaining it (see paragraph 9.2). You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy offer or ask us to reconsider our decision not to remove the remaining structure.

5. Rent

- 5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (until 31 December), and you must pay it immediately.
- 5.2 Thereafter, you must pay your rent on or before 1 January each year.
- 5.3 We will write to you at least three weeks beforehand to notify the rent due for the coming year and details of how it can be paid.
- 5.4 The council will review yearly annual rents and will notify you of any changes.

6. Use of your Leisure Garden (Allotment)

- 6.1 You must use your Leisure Gardens (Allotments) wholly or mainly to produce fruit, flowers and vegetables for you and your family or household.
- 6.2 You must not use your Leisure Gardens (Allotments) for trade or business, camping or staying there overnight.
- 6.3 You must cultivate your Leisure Gardens (Allotments) and maintain them in reasonable condition, with weeds kept under control.
- 6.4 You must respect the rights and safety of all Leisure Garden (Allotment) users. You must comply with the requirements the conditions and guidance set out in appendix 2.
- 6.5 You must not use a hosepipe in the Leisure Gardens (Allotments), standpipes are provided for use with watering cans etc.
- 6.6 No Livestock (including rabbits, hens and ducks) or bees may be kept in the Leisure Gardens (Allotments).

7. Leisure Garden (Allotment) cultivation

- 7.1 A minimum of 60 per cent of the plot area must be used for cultivation and crops. This area includes open ground and raised beds used for crops, and poly tunnels, managed compost heaps, fruit bushes and trees.
- 7.2 A maximum of two fruit trees of dwarfing rootstocks is allowed per 115 square metre plot or three for a 230 square metre plot. Tenants may be able to exceed the fruit tree rules if planting trees with dwarfing rootstocks that are trained as cordons, but permission must first be given by Houghton Regis Town Council.
- 7.3 Up to 40 per cent of your plot area may be for Leisure and other non-cropped uses. This area includes all paths, sheds, pavings, lawns, managed meadow and ornamental non-shrubby planting.
- 7.4 You must not leave either end of your plot unworked, and it must be safe and tidy. You must control invasive vegetation such as brambles and ensure invasive plants do not infringe on neighbouring fields, shared paths or trackways.
- 7.5 Your plot must be 60 per cent cultivated and produce a crop at least annually, with weeds being kept under control throughout the year. Cultivation includes pruning and training of fruit or digging, hoeing or mulching for other cropped areas, and the growth of green manures.
- 7.6 Plots will be expected to be 60 per cent worked in spring, with soil prepared and signs of crops or flowers being grown. Managed wildflower areas or cut grass under fruit will also be considered as cultivated land. In the winter, tidy plots free from seeding weeds will be considered as cultivated.
- 7.7 The practice of stripping topsoil and piling topsoil at either end of the plot is not permitted; however, soil levels may be built up for raised beds.
- 7.8 Some of your plot may be sheet mulched with a black woven membrane or black plastic. New tenants may mulch up to 50 per cent of their plot in year one. After year one, 20 per cent of the plot may be sheet mulched in summer.
- 7.9 During winter months, tenants may sheet mulch 100 per cent of their cultivated area. Where perennial crops are grown through sheet mulch, then this area will be considered as cultivated and not part of the sheet mulched area.

- 7.10 Shaded areas or impoverished or contaminated soils that exceed the 40 per cent already allowed as the non-cropped area may be used for lawn or managed conservation/leisure use if agreed with the Council in advance.
- 7.11 After three months, the tenant will have their first inspection. If a new tenant has not made a recognisable start on their Leisure Garden (Allotment), their tenancy will be ended. If a tenant has a reason why they cannot work their plot, they must contact the Council and arrange an extension in advance of this inspection.

8. Boundaries and access

- 8.1 New hedging may only be planted in agreement with the Council. You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the Leisure Gardens (Allotments) site or owners or occupiers of neighbouring premises.
- 8.2 You must not:
- obstruct paths, and other means of access that are reasonably required by other tenants to get to and from their Leisure Gardens (Allotments)
 - put up a fence of any kind.
 - go on to other Leisure Gardens (Allotments) except with the permission of the tenant (see paragraph 8.3).
- 8.3 You must allow access through your Leisure Garden (Allotment) to other tenants where that is their only reasonable means of access to get to their Leisure Garden (Allotment).
- 8.4 Shared paths – where plots are split, the tenant with the front plot must maintain a clear path to the rear plot that can easily accommodate a wheelbarrow.

9. Structures

- 9.1 You must not install any structure (see definition in paragraph 2.3) on your Leisure Garden (Allotment) unless you:
- comply with the conditions and guidance for doing so
 - maintain it in reasonable condition.
- 9.2 You must also maintain any structure that was not installed by you but remained on your Leisure Garden (Allotment) when your tenancy began. Paragraphs 4.3 - 4.4 deal with structures at a change of tenancy.
- 9.3 Appendix 3 deals with the factors to be taken into account regarding conditions and guidance for installations and alterations.
- 9.4 The Council will allow tenants to construct a shed, a polytunnel, cold-frames if they are in line with Leisure Gardens (Allotments) rules and the Leisure Garden (Allotment) structures guidance in Appendix 3.
- 9.5 You can either have all three (shed, polytunnel and cold-frames) or one with a bigger size. See Appendix 3.
- 9.6 If you fail to comply with paragraphs 9.1 and 9.2, we may ask you to remove it or remove and dispose of it ourselves if you fail to do so and recharge you for these costs.
- 9.7 The above requirements for installations of structures also apply to alterations of structures if what is proposed would make the system substantially different.

10. Waste restrictions

- 10.1 Building materials such as recycled doors, pallets, and roofing materials may only be brought onto the Leisure Gardens (Allotments) for constructing permitted structures.
- 10.2 Tenants will be automatically allowed to build a maximum of two cold frames or cloches constructed from recycled materials, not including glass.
- 10.3 Excessive quantities of any building materials are in breach of rules, however, limited amounts of building materials such as blocks, bricks, metal or timber will be allowed as long as they are used to help grow crops.
- 10.4 Paving may cover a maximum of 10 per cent of the plot area. Tenants with mobility issues may apply for permission for extra paved areas to improve plot access.
- 10.5 Carpet and carpet underlay are not allowed on the Leisure Gardens (Allotments), only sheet mulch is permitted.
- 10.6 Imported gravel, other loose stone products, rubble, hardcore, asbestos, glass, concrete and tyres are not allowed on the Leisure Gardens (Allotments).
- 10.7 You may not use your Leisure Gardens (Allotments) to store household furniture, leisure equipment or any other household items that are not used for cultivation. Functional garden furniture for recreation purposes is allowed.
- 10.8 After a tenant receives a waste notice; waste must be removed from the Leisure Gardens (Allotments). Any tenant found to have burnt waste materials in response to a waste notice is at risk of immediate tenancy termination.
- 10.9 Tenants are encouraged to ‘compost’, and suitable material may be brought onto the Leisure Gardens (Allotments) to compost and mulch. This must not include food waste or anything that may encourage vermin.
- 10.10 Matter that is not suitable for composting should be removed from the Leisure Gardens (Allotments) and be disposed of in your household Green Waste Bin, Recycling Bin, Refuse Bin or taken to the Household Waste Recycling Centre (tidy tip).
- 10.11 Bonfires are not allowed in the Leisure Gardens (Allotments).

11. Potentially polluting materials

- 11.1 The following products are examples of materials not allowed on Leisure Gardens (Allotments) as they may release polluting chemicals into the soil.
 - Asbestos, rubber or foam-backed carpet and any lino style products.
 - Laminates and chip boards.
 - Gloss painted timber.
 - Any non-crop related chemicals or fuels.
- 11.2 Only small quantities of crop-related licensed chemicals may be stored on the Leisure Gardens (Allotments). These must be stored in a safe, secure place and be for Leisure Garden (Allotment) use only.
- 11.3 Excessive quantities of Leisure Gardens (Allotments) litter, such as plastic pots, containers, sheeting or cans must be removed from site.

12. Use of the Leisure Gardens (Allotments) site

- 12.1 You only have rights regarding your Leisure Gardens (Allotments) and the shared facilities of the Leisure Gardens (Allotments) site.
- 12.2 Hedges: new hedging may only be planted in agreement with the Council.
- 12.3 You must:
- respect the safety of other users of the Leisure Gardens (Allotments) site
 - have regard for the security of the Leisure Gardens (Allotments) site, including locking the entrance gates where appropriate.
 - drive at a speed that is appropriate to the site conditions. We recommend a maximum speed of 5mph.
- 12.4 You must not:
- drive on the footpath.
 - go on to other Leisure Gardens (Allotments) plots except with permission of the tenant.
 - dump anything (including green waste) on vacant Leisure Gardens (Allotments) plots
 - in any other way make use of or cultivate vacant Leisure Gardens (Allotments) plots
 - have firearms (including air guns) fireworks or explosives on the site.
- 12.5 You may only:
- use the shared facilities for the purposes for which they are intended, for example you must not use the water supplies for car washing. Appendix 2 deals with restrictions on watering your Leisure Gardens (Allotments).
 - Have dogs on the Leisure Gardens (Allotments) if you keep them on leads and clear up any dog fouling.
- 12.6 Any tenant found to have interfered with council infrastructure e.g. water supplies, fencing, gates or tracks will be in breach of rule and risk possible tenancy termination.
- 12.7 You must take into account the guidance about wildlife set out in appendix 4.

13. Nuisance and annoyance

- 13.1.1 You must not do anything on your Leisure Gardens (Allotment) or behave on the Leisure Gardens (Allotments) site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance.
- Rowdy behaviour, including excessive noise, shouting or swearing
 - Failing to maintain boundaries in accordance with part 8
 - Failing to comply with the rules as to use of the Leisure Gardens (Allotments) site in accordance with part 6
- 13.2 You must not harass, intimidate or abuse local residents or anybody on the Leisure Gardens (Allotments).
- 13.3 Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.
- 13.4 Parking at the Leisure Gardens (Allotments) must be considerate to local people and without causing any obstruction or nuisance to neighbouring properties or residents.

14. Criminal activity and safeguarding

- 14.1 Tenants should report all criminal activity on the Leisure Gardens (Allotments) to the police and, where possible create a crime reference number. If the police investigate and find an illegal act has taken place, the Council can then take action.
- 14.2 Tenants who the council have reasonable grounds to believe have been undertaking criminal activity on a Leisure Gardens (Allotments) site and where this is supported with information from the police, will have their tenancy ended.

15. Enforcement and disputes

- 15.1 We may come on to your Leisure Garden (Allotment) at any time to inspect it.
- 15.2 Unless it is urgent that we take immediate enforcement action against you, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.
- 15.3 During the first three months of your tenancy, we appreciate that it may take some time to bring your Leisure Gardens (Allotments) under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.
- 15.4 In fairness to those on the waiting list, if it appears that you are not cultivating your Leisure Gardens (Allotments) or you do not pay your rent on time, and you have not contacted us to give a reasonable explanation, we will take immediate steps to end your tenancy.
- 15.5 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 15.6 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.
- 15.7 If you are not satisfied with the service we provide, you can use our complaints procedure. Details of our complaints procedure are available on request.
- 15.8 Disputes between tenants about the implementation of these rules and related matters maybe referred to us by any interested party for resolution. Our decision is final.

16. Ending the tenancy

By you

- 16.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (we can manage the Leisure Gardens (Allotments) site and the waiting list more efficiently if you give us advance notice).

Death

- 16.2 If you die during your tenancy; the tenancy ends immediately upon us being notified or us certaining the death. Part 3 and appendix 1, which supplements it, deal with the limited priority of your family members for a tenancy in these circumstances.

By us

- 16.3 We may end your tenancy by re-entry at any time after giving you one month's written notice if:
- the rent (or any of it) is unpaid 30 days after it is due (in other words, after 31st January in any year)
 - we are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your Leisure Gardens (Allotments), at least three months has elapsed since the beginning of your tenancy)
 - you are not currently resident in our administrative area or within one mile of the boundary (as explained in Appendix 1, you must be resident in the area when you take up a Leisure Gardens (Allotments) tenancy).
- 16.4 We may end your tenancy by re-entry at any time after giving you three months' written notice if the Leisure Gardens (Allotments) is required for some other purpose.
- 16.5 We may end your tenancy, in any circumstances, by giving you 12 months' written notice, and provided that the notice period expires in the winter months (either on or before 6th April of any given year or on or after 29th September of any given year).

17. Matters arising at the end of tenancies

- 17.1 At the end of your tenancy, you must hand your Leisure Gardens (Allotments) back to us in reasonable condition in compliance with these rules.
- 17.2 If you wish to leave any structures, you must do so with the full permission of the Council. Any that remain once the tenancy has ended will be removed by us or passed on to the next tenant (see paragraphs 4.3 and 4.4) at our discretion.
- 17.3 We may recharge you our costs of putting right anything arising from your failure to comply with the rules.

18. Giving formal notice

- 18.1 When we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods.
- Posting or delivering it to your address.
 - Leaving it on your Leisure Gardens (Allotments) in a sealed transparent envelope so it is clearly visible.
 - Email
- 18.2 Remember that your address is the one that you last notified us of in the context of your Leisure Gardens (Allotments) (see paragraph 2.3). It is your responsibility to notify us of any change of address during your tenancy.
- 18.3 When you need to give formal notice to us about your tenancy you must do so in writing and by any one of the following methods.
- Emailing it to our main customer contact email address – allotments@houghtonregis.org.uk
 - Handing it to one of our Leisure Gardens (Allotments) staff in person
 - Posting or delivering it by hand to Houghton Regis Town Council

Appendix 1

Allocation of tenancies and other Leisure Gardens (Allotment) users waiting list procedure.

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

- 1) This appendix is supplementary to part 3 of the rules and should therefore be read in conjunction with that part.

(1) Registering on the waiting list.

- 2) To register on the waiting list, applicants must complete and return an application form, which is available as follows:
www.houghtonregis.org.uk
allotments@houghtonregis.org.uk
01582 708540
HRTC, Council Offices, Peel Street, Houghton Regis, LU5 5EY
- 3) Applicants may only register for a tenancy on one Leisure Garden (Allotment) site. A list of the sites and their locations are available on our website www.houghtonregis.org.uk or on request.

(2) Priority for offers – explanations and preliminaries

- 4) For the purposes of making offers (as explained in the next section of this appendix), the following provisions apply.
- 5) The tenant conditions are that prospective tenants are:
 - Individuals (applications for the benefit of companies, associations or other organisations must therefore be made on their behalf by a named person, who would remain responsible throughout the tenancy)
 - Over 18
 - Resident of Houghton Regis
- 6) Following the death, or incapacity, of a tenant, the tenancy may be offered to a member of the tenants' immediate family at the council's discretion, subject to; after plot transfer, the new tenant would not hold a plot, or combined plots, exceeding the standard allotment size of 250m² (exact plot size varies from site to site).
- 7) A new application for a current tenant would only be considered if the plot, or combined plots, do not exceed the standard allotment size of 250m² (exact plot size varies from site to site).

(3) Priority for offers

- 8) Subject to the explanations and preliminaries (as explained in the last section of this appendix) and local discretion and flexibility (as explained in the next section), tenancies will be offered in the following order of priority.

- 1) If the last tenancy of an available Leisure Garden (Allotment) ended because the last tenant died or became incapacitated (in accordance with paragraph 3.2), it will be offered to a family member (as defined in paragraph 2.3) provided that:

- The Leisure Garden (Allotment) is in reasonable condition and the last tenant has complied with these rules.

And the family member:

- Asks us to do so before we have offered the tenancy to a person on the waiting list who would otherwise be entitled
 - Meets the tenant conditions
 - Does not already have a Leisure Garden (Allotment) tenancy.
- 2) If the last tenancy of an available Leisure Garden (Allotment) did not end because of death or incapacity or no qualifying family members accepts an offer, it will be **offered to the person who has been on the waiting list for the site the longest provided they:**
 - Meet the tenant conditions
 - Do not already have a Leisure Garden (Allotment) tenancy.
 - 3) If no qualifying person still accepts an offer, it will be offered to those who already have a Leisure Garden (Allotment) tenancy but otherwise in accordance with the above provisions.

(4) Local Discretion and flexibility

- 9) We retain discretion to operate allocations with a degree of flexibility in order to meet local circumstances. We will do this to help make sure that those without a Leisure Garden (Allotment) tenancy and on the waiting list have a fair opportunity of being offered one.
- 10) We will consider requests by existing tenants to exchange Leisure Gardens (Allotments) with each other or for another available.
- 11) Where a family member or a waiting list applicant would qualify for an offer if they did not already have a Leisure Garden (Allotment) tenancy, we will consider requests to give up that tenancy in order to qualify. This may be advantageous where the existing tenancy is for a Leisure Garden (Allotment) smaller than the standard size.
- 12) But we will not permit arrangements if they disadvantage those on the waiting list who do not already have a Leisure Garden (Allotment) tenancy.
- 13) When a Leisure Garden (Allotment) becomes available, we may offer more than one tenancy (in other words we may offer two or more tenancies of what will then be smaller Leisure Gardens (Allotments)). We will consider the length of the waiting list.

(5) Removal from waiting list

- 14) Applicants will be removed from the waiting list when either they have accepted an offer, or they have refused three offers. But in either case (immediately or at any time thereafter) applicants may re-register on the waiting list (as new applicants with no accrued priority).

Appendix 2

Use of your Leisure Garden (Allotment) - conditions and guidance

1. This appendix is supplementary to **part 6** of the rules and should therefore be read in conjunction with that part.

(1) Storage and material

2. You may only keep items on your Leisure Garden (Allotment) that are for use on it, for example, you must not store vehicles there.
3. You must comply with current regulations relating to the use of chemicals and harmful substances.
4. You must not:
 - Allow excessive plant and other organic waste to accumulate on your Leisure Garden (Allotment) - arranging to compost waste of that kind wherever possible
 - Bring asbestos based products on your Leisure Garden (Allotment)
 - Remove from your Leisure Garden (Allotment) any soil, gravel, sand, stones or other minerals.
5. You should only:
 - Store timber, scrap or similar materials that are intended for use for Leisure Garden (Allotment) purpose sparingly. And you must remove them if they have not been put to use in compliance with these rules within six months.
6. Remember that you are liable for our costs of putting right anything arising at the end of your tenancy (**see part 16**). Dealing with residual concrete, timber, scrap, and old carpet etc is one of the most time-consuming and expensive tasks when Leisure Gardens (Allotments) become vacant.

(2) Bonfires

7. You must not: Have any bonfires, BBQ's, or fires of any kind.

(3) Watering

8. You must not use any hosepipe or sprinkler system.
9. Remember that you must not use the water supply except for your Leisure Garden (Allotment) (**see paragraph 12.5**)

(4) Trees

10. You must get our written permission before planting or cutting down any trees.
11. You may only plant **dwarf** orchard trees (in other words edible fruit and nut trees) with written permission.
12. Trees must be planted at least two meters away from the boundary of neighbouring Leisure Gardens (Allotments) and so that the mature canopy does not overhang neighbouring Leisure Gardens (Allotments).
Remember that you must keep weeds under control (**see paragraph 6.3**). You must therefore ensure that woody weeds (for example, self-sown sycamores do not develop.

(5) Traps and snares

13. You may only set traps to catch or kill rats or mice. You must ensure that they are regularly checked and do not endanger other wildlife, people or pets.

(6) Leisure Garden (Allotment) numbering

14. You should display the plot number on your Leisure Garden (Allotment). One of the main difficulties in ensuring that vacant Leisure Gardens (Allotments) are re-allocated efficiently is that prospective tenants cannot easily identify the Leisure Gardens (Allotments) in question.

(7) Public Liability

15. Bear in mind your responsibility as tenant for the safety of your Leisure Garden (Allotment). Some insurance companies offer public liabilities cover through home policies and you should make your own enquiries as necessary.

Appendix 3:

Structures-permission, conditions, and guidance

Numbers in bold refer to the main rules (not the paragraph numbers of the appendix)

1. This appendix is supplementary to part 9 of the rules and should therefore be read in conjunction with that part.
2. The meaning of a structure for these purposes is defined in paragraph 2.3.
3. No more than 15% of your Leisure Garden (Allotment) may be used for structures.
4. The schedule at the end of this appendix sets out the maximum dimensions for common structures for which permission may be given.
5. Structures must be placed at an appropriate edge of the Leisure Garden (Allotment) and in such a way as neither to interfere with boundaries or access (see part 8) nor to cause a nuisance or annoyance to other users of the Leisure Garden (Allotment) site or owner or occupiers of neighbouring premises (see part 13).
6. Building should be sectional and constructed of either new or perfectly sound second-hand material. Brick buildings are not permitted.
7. Bases should be constructed of sleepers, precast paving stones or loose bedded brickwork.
8. Water capture equipment must be attached to all structures where possible.
9. Part 6 and appendix 2, which supplements it, deal with use of your Leisure Garden (Allotment) and should be borne in mind. Remember that asbestos and concrete must not be used anywhere on your Leisure Garden (Allotment).
10. Part 16 deals with matters arising at the end of tenancies and has relevance to removal of structures and potential recharges.

Schedule to Appendix 3:

Maximum dimensions for common structures (All dimensions are in metres)

Structure	Length	Width	Height
Greenhouse/ polytunnel	3.7	2.4	2.6
Shed	2.4	1.8	2.6

11. Exceptionally a single structure, polytunnel only, up to 13.2m² (5.5 m² x 2.4 m² for example) in size, maybe allowed.
12. Alterations must not be made to structures if they make the structures exceed the above dimensions.
- 13. Greenhouses must not be of glass.**

Appendix 4:

Guidance about wildlife on Leisure Garden (Allotment) sites

1. Leisure Garden (Allotment) sites might contain wildlife that is protected by law. In most cases, the presence of protected species will not affect your normal Leisure Garden (Allotment) activities. For more detailed information on protected wildlife, please contact the government's wildlife agency.
2. All wild birds and their eggs and nests are legally protected, and it is an offence to kill them or deliberately destroy or disturb their eggs or nests.
3. All native British reptiles are legally protected against deliberate killing or collection. Slow-worms and grass snakes are the species most likely to occur on Leisure Gardens (Allotments). Both species are harmless to humans, and slow worms are beneficial as they eat slugs and other garden pests. Reptiles like to hide away, and if found they should be left alone.
4. All native British amphibians have some legal protection. In the case of the three species most likely to be found on Leisure Garden (Allotment) sites (common frog, common toad, and smooth newt), this only applies to preventing them being offered for sale. The much rarer great crested newt has a higher level of protection, and it is an offence to intentionally kill, disturb, or destroy the habitat of this species.
5. The hedgehog, another beneficial animal that eats garden pests, is often found on Leisure Gardens (Allotments) and it is an offence to deliberately kill or injure one.
6. If you discover a bee swarm or wild colony on the Leisure Garden (Allotment) site, you should tell us as soon as possible.