

## **BRAMERTON ALLOTMENT GARDENS RULES (2026 EDITION) and TENANCY AGREEMENT**

Approved date: 17/3/2026 Minute Reference: 16/3/2026 Effective From: 17/3/2026 Next review date: Jan 2028

### **1. INTRODUCTION:**

**1.1** Bramerton Parish Council has authority to make rules in order to regulate the terms for the letting of individual allotments, and to manage the site of Bramerton Allotment Gardens.

**1.2** You may contact Bramerton Parish Council via the Parish Clerk : [clerk@bramertonparishcouncil.gov.uk](mailto:clerk@bramertonparishcouncil.gov.uk)

**1.3** When brought into operation these rules apply to all allotments even if under a tenancy agreement before these rules came into operation.

**1.4** You consent to us sharing your contact information with Bramerton Allotment Association for the purposes of managing the allotment site and the tenancies. Our Privacy and Data Protection Policies will apply and are available to read on our website.

**1.5** Bramerton Parish Council may need to amend these rules from time to time. The Council will make such changes known to tenants within 40 days. Tenants will be expected to comply with any rule changes, following notification.

**1.6** By accepting or continuing a tenancy you agree to be bound by these rules and regulations.

**1.7** A copy of the Rules will be available to view at all times on the council's website.

### **2. INTERPRETATION AND DEFINITIONS**

**2.1** We/us: refers to Bramerton Parish Council and our officers and representatives.

**2.2** You: means the tenant of a particular allotment.

**2.3** Plot: means a particular allotment garden plot let exclusively to a tenant

**2.4** Structure: means any building, or construction, on an allotment plot.

**2.5** Allotment Site: means all the land held by us for allotment use including all the allotments exclusively let, (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.

**2.6** Address: means the address you provide us with at the commencement of your tenancy or any change that you later notify us of.

### 3. ALLOCATION OF TENANCIES / OTHER ALLOTMENT USERS

3.1 All new tenancies shall be allocated on a first come first served basis from the waiting list. The out-going tenant's particular circumstances or wishes have no influence over the allocation when the tenancy ends. Exceptions may apply: See para 12.2 relating to the death of a tenant. See also Appendix i : Waiting List Procedures.

3.2 Tenants must be individuals aged over 18 and resident within the boundaries of Bramerton Parish for the duration of the tenancy.

3.3 Any tenant may only have one plot.

3.3 You may not assign, sub-let, part with, or pass on your plot or any part of it to anybody else.

3.4 You are responsible for the conduct and activities of anybody you allow on the allotment site.

3.5 For general safety and security it is preferred that the general public do not access the allotment site unless invited by a tenant or by a councillor. Children under the age of 18 must be supervised at all times. Dogs must be kept on leads and must not enter private plots. No member of the public may access private plots unless by invitation of the plot holder.

### 4. TENANCY PRELIMINARIES

4.1 The tenancy of your allotment is a yearly tenancy and continues running year by year from 1<sup>st</sup> April to 31<sup>st</sup> March until it ends in accordance with these rules, and the Allotments Acts 1908 to 1950 as amended.

4.2 We will provide an outline of the plot areas. Any dispute about boundaries may be referred to us and our decision is final.

4.3 Where there is a pre-existing structure on your allotment on commencement of your tenancy, you will be responsible for maintaining it thereafter.

4.4 You must notify us of any change of address and /or contact information, and we ask that you respond to correspondence in a timely manner.

4.5 All plot holders are required to provide written evidence of Public Liability insurance for their plot.

4.6 All new tenants from 1<sup>st</sup> April 2026 will be required to join Bramerton Allotment Society (affiliated to the National Allotment Society) thereby gaining Public Liability insurance along with other benefits of membership. This option is also available to pre-existing tenants.

4.7 We may come on to your allotment at any time to inspect it, you must ensure your allotment is accessible at all times.

**4.8** We operate a zero-tolerance policy toward discrimination, harassment, or victimisation of any kind. Any conduct on, or relating to the management of, the site that discriminates against, harasses or disadvantages another person (i.e., plot holder, visitors to the plot, council officer) on the grounds of protected characteristics – including but not limited to age, disability, sex, race, sexuality will not be tolerated and may cause us to end your tenancy (see also para 12.2.3)

**4.9** We will consider requests for reasonable adjustments from applicants or plot holders where individual circumstances make strict compliance to these rules and regulations difficult or impractical due to disability or long term health condition(s). Requests for reasonable adjustments may be made in writing to the Clerk and will be considered on a case-by-case basis whilst respecting the confidentiality of the applicant. Any adjustment granted will be proportionate, time-limited where appropriate, and must not adversely affect site safety, other tenants, or the effective management of the allotment site.

**4.10** If you are temporarily unable to cultivate your plot, you should tell us in order to avoid premature enforcement action. We are keen to support all of our plot holders but this is only possible if you communicate with us.

**4.11** We will not tolerate persistent or serious breaches of these rules and will take action accordingly by ending your tenancy. (Please see para 12.2 for further information). We may recharge you for any costs we incur in taking action to deal with any breach of these rules.

## **5. RENT**

**5.1** When your tenancy is due to begin, we will advise you of the rent due for the remainder of the current year to March 31<sup>st</sup>.

**5.2** Thereafter you must pay your rent on or before 1<sup>st</sup> April each year whether demanded or not.

**5.3** We will write to you at least two weeks beforehand with notification of the rent due for the coming year and details of how it can be paid. We do not accept cash payments.

**5.4** The rent payable for an allotment plot will be reviewed annually to apply at renewal. We will give 6 months' notice of any increase. Any increase will be fair, proportionate, and based upon the actual costs of providing and maintaining the allotment site and services.

## **6. DEPOSITS**

**6.1** New tenants must pay a deposit of £50 at the time of signing the Tenancy Agreement.

**6.2** Deposits will be held by the council in reserve and will be returned to the tenant on termination of the tenancy subject to 6.3 below.

**6.3** We will use the deposit as needed to recover any costs incurred to clear the plot for transfer to a new tenant to include but not limited to removal and clearance of structures, waste, and plants.

## **7. USE AND CULTIVATION OF YOUR ALLOTMENT**

**7.1** Tenants taking on a plot are responsible for clearing the plot and bringing it to a good standard of cultivation within 3 months of commencement of the tenancy.

**7.2** You must use your plot wholly for the production of vegetables, fruit and flowers.

**7.3** You must not use your plot for commercial trade or business, camping, or staying overnight.

**7.4** You must cultivate your plot and maintain it in a reasonable condition, and respecting the rights and safety of all allotment users. Failure to keep your plot cultivated may result in a Cultivation Notice being issued.

**7.5** Livestock as permitted by s.12 Allotments Act 1050 – domestic chickens (hens, but no cockerels) and rabbits. You must complete a permission form (available on our website or by request from the Clerk) and await written confirmation from the council before you proceed. We will require written confirmation that you will comply with all relevant animal welfare legislation and safety guidelines, commit to check your livestock at least once a day, and provide us with an emergency 24-hour contact telephone number.

**7.6** The keeping of Bees is permissible under certain conditions. You must complete a permission form (available on our website or by request from the Clerk) and await written confirmation from the council before you proceed. We will require that you are a member of the British Bee Keeping Association and have undertaken their Basic Assessment, and that you are registered with the National Bee Keeping Unit. We will also require proof of public liability insurance (as required in item 4.5) and that you display an 24/7 emergency phone number on your plot. We will review applications relative to any existing hives already on the site.

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

**7.8** You should not obstruct any path or communal area beyond the boundaries of your plot.

**7.9** You must maintain all hedges, trees, and other boundaries of your plot so as to not be a nuisance to other users of the allotment site, or owners or occupiers of neighbouring premises. Hedges to internal site boundaries must be maintained at a maximum 1.2 metres high.

**7.10** Paths adjacent to plots must be at least 2ft wide. Where paths run between plots, responsibility for mowing is shared between plot holders on either side of the path.

**7.11** You must not use barbed wire at all, nor erect any fencing of more than 1.2 metres high.

**7.12** You must complete a permission form for new trees or hedging, and await written approval from us prior to planting. (Forms are available to download from our website, or by request from the Parish Clerk).

**7.13** You must not cultivate or plant any species restricted under the Wildlife and Countryside Act 1981 as amended.

**7.14** You must ensure you adhere to relevant laws in relation to wildlife found on or near your plot including reptiles, amphibians, wild birds, and mammals.

**7.15** You must support water conservation and peat-free growing where possible and give consideration to our Biodiversity Policy found on our website.

## **8. WASTE AND POTENTIAL POLLUTANTS**

**8.1** No waste or rubbish may be brought to the allotment other than organic household waste for composting. Cooked food waste is also excluded.

**8.2** Excessive quantities of any building materials are in breach of rules, however limited quantities of building materials such as blocks, bricks, metal or timber will be allowed as long as they are used to help grow crops, or to build permitted structures.

**8.3** Broken glass must be collected up and removed from the site promptly.

**8.4** Potentially polluting materials are not allowed on the allotments as they may release polluting chemicals into the soil. This includes, but is not limited to: rubber or foam-backed carpet, old tyres, laminates and chip boards, asbestos, and any non-crop related chemicals or fuels. In addition, excessive quantities of allotment litter, such as plastic pots, containers, sheeting or cans, may be liable to a waste notice as such materials can pollute the soil and spread onto other plots.

**8.5** Whilst we do enjoy fabulous views, our site is a particularly windy spot and so we ask that all plot holders take action when storms are forecast to reduce the incidence of materials blowing across surrounding countryside, and the community orchard.

**8.6** It is preferred that chemical treatments are not used on the site. However, if they are required, you shall only use such treatments as are available through retail outlets and at the recommended dose. Only small quantities of crop-related licensed chemicals may be stored on the allotments. These must be stored in a safe, secure place and be for allotment use only.

**8.7** We may issue a Waste Notice if rules have been breached. On receipt of a Waste Notice, you must complete removal by the deadline stated on the notice. Any tenant found to have burnt polluting materials is at risk of immediate termination.

## 9. STRUCTURES

9.1 You must complete a permission form prior to construction and await written approval from us prior to undertaking any works. (Forms are available to download from our website, or by request from the Parish Clerk). You are responsible for checking if any other formal permissions are required. Applications for structures will be considered on a case by case basis. We will expect that you have discussed your structure with adjacent plot holders prior to submitting a permission form.

9.2 Disputes which may arise from the erection of structures will be brought to us and our decision will be final.

9.3 Structures must be placed in such a way as neither to interfere with boundaries or access nor to cause a nuisance or annoyance to other users of the allotment site, or owners or occupiers of neighbouring premises.

9.4 Structures should be temporary constructions of either new or sound reclaimed materials. No concrete is allowed. No mortared brick or block walls or floors are allowed.

9.5 The allotment holder must maintain structures in a safe condition. (Please see also para. 13.2 below relating to our expectations at the end of a tenancy.)

9.6 Water capture equipment should be attached to all new sheds, and greenhouses and must be covered and safe.

9.7 Soil must not be heaped at the edge of plots nor removed from the site.

9.8 In keeping with our Biodiversity Policy we do not allow the installation of any external lighting fixture on the site.

## 10. BONFIRES

10.1 Each plot should have no more than **two** bonfires a year, and never during the period 1<sup>st</sup> June to 30<sup>th</sup> September.

10.2 You may only burn dry organic waste generated from your allotment - you must not bring material from elsewhere to burn.

10.3 Before lighting a bonfire you should ensure that no hedgehogs or other animals are present in the pile of material to be burned, if needed by moving it to a different location.

10.4 You must ensure that the location of the fire and the weather conditions are safe, and such that you do not cause a nuisance to others.

10.5 Bonfires must be fully supervised at all times, and safely extinguished before you leave the site.

**10.6** You must not use petrol, paraffin or other accelerants nor burn non-organic waste (for example plastics and carpet).

## **11. USE OF THE ALLOTMENT SITE**

**11.1** You only have rights in respect of your allotment plot, and the shared facilities of the allotment site.

**11.2** You must not go onto other allotment plots, vacant or tenanted, without prior permission.

**11.3** You must not dump anything (including green waste) on vacant allotment plots nor anywhere on the allotment site.

**11.4** You must not have firearms, including air guns, stored on the allotment site.

**11.5** You should not drive vehicles onto the allotment site other than for the purpose of loading and off-loading, or to park in designated parking areas. You should drive with care both for other site users, and for the integrity of the grass surfaces.

**11.6** You should report any criminal activity on the site to the police and obtain a crime number. Please also inform the Parish Clerk at your earliest opportunity.

**11.7** You should report fly tipping to the Clerk as soon as it is noticed. If possible, please provide photographs taken at the time of discovery.

## **12. ENDING THE TENANCY**

### **12.1 BY YOU**

**12.1.1** You may give us notice to terminate your tenancy at any time by giving 30 days written notice by email or post. No refund shall be given if the termination is during the allotment year which ends on March 31<sup>st</sup>.

### **12.2 BY US**

**12.2.1** We may issue a Waste, Cultivation, Livestock or Structure Notice to encourage you to manage your plot in line with these rules. We encourage tenants to communicate with us to agree a resolution if they wish to avoid losing their tenancy.

**12.2.2** We may end your tenancy by re-entry at any time after giving you one month's written notice if:

- The rent is not paid in full 40 days after it is due.
- We are reasonably satisfied that there has been any other breach of these rules and/or where a Notice has not resulted in a resolution.
- You are no longer a resident of our parish.

Please read Appendix i, para 6 to understand how termination of your tenancy may affect your future ability to join the waiting list for a new tenancy.

**12.2.3** We operate a zero-tolerance policy toward discrimination, harassment, or victimisation of any kind as detailed in paragraph 4.8 above. Any proven breach may

result in immediate termination of your tenancy without compensation. Our decision is final.

**12.2.4** We may end your tenancy in any circumstances by giving you 12 months written notice and provided that the notice period expires between 1<sup>st</sup> October and 31<sup>st</sup> March.

### **12.3 DEATH**

**12.3.1** In the unfortunate circumstance of the death of a tenant, the tenancy ends immediately upon us being notified of, or ascertaining the death.

**12.3.2** The tenancy may be offered to a Family Member (which means somebody who is related to you by marriage, civil partnership, adoption or other legal formality, or with whom you live as a couple, provided they have lived with you as part of your household for at least one year before your death), provided that family member meets the tenant conditions, does not already have an allotment tenancy, and asks us before we have offered the tenancy to a person on the waiting list who would otherwise be entitled.

**12.3.3** Where a family member would qualify for this offer but already has an allotment tenancy, we will consider a request to give up their existing allotment and move to the plot of the deceased.

**12.3.4** The tenancy can only transfer once under this rule.

**12.3.5** All other Rules and Regulations shall continue to apply during the transition period and we encourage open communication to ensure that we can support you to the best of our abilities.

## **13. MATTERS ARISING AT THE END OF TENANCIES**

**13.1** At the end of your tenancy, you must hand your allotment back to us cleared and in good order in compliance with these rules.

**13.2** You may remove any structures that you have installed. Any items that remain once the tenancy has ended will be removed by us or passed to the next tenant at our discretion.

**13.3** We may recharge you for the removal of unsafe or unwanted structures and equipment. Should you wish to avoid this please seek written confirmation of our expectations when terminating your tenancy. We are happy to meet with you discuss those expectations.

## Appendix i – WAITING LIST PROCEDURES

- 1) **To register on the waiting list applicants should email the Parish Clerk:**  
clerk@bramertonparishcouncil.gov.uk  
They must:
  - Confirm that they meet the requirements for tenants in section 3.2 of the rules and regulations.
  - Giving their full name, postal address, email address, and phone number.
  - Confirm that their contact details can be shared with Bramerton Allotment Society.
  
- 2) Existing tenants seeking to increase or decrease their plot size, or switch to an alternative plot on the site may inform the Parish Clerk. Decisions will be taken on a case by case basis only in so far as they do not disadvantage those on the waiting list who do not yet have an allotment tenancy.
  
- 3) We retain the right to operate allocations with a degree of flexibility in order to meet circumstances, and taking into account the length of the waiting list. We will do this to help make sure that those without an allotment tenancy and on the waiting list have a fair opportunity of being offered one.
  
- 4) Applicants will be removed from the waiting list when either they have taken up a tenancy, or have refused three offers. But in either case, immediately or at any time thereafter) eligible applicants may re-register on the waiting list (as new applicants with no accrued priority).
  
- 5) **Barring** - After a tenant has had their tenancy terminated by the council they will not be able to apply for an allotment for a set period of time.  
Where a tenancy is ended due to a breach of the allotment rules the tenant will be barred from joining the waiting list for a period of two years from the date the tenancy ended.  
However, if the breach involves illegal activity such as theft, or harassment of other allotment users or officers of the council, the ex-tenant will be barred permanently.  
In any case if the tenant repeats a breach of rules requiring notice to be issued a second time, they will be permanently barred from joining the waiting list.

