



# Allotment Holders Terms and Conditions

Version 4

[west-norfolk.gov.uk/homepage/223/allotments](https://west-norfolk.gov.uk/homepage/223/allotments)

Borough Council of  
King's Lynn &  
West Norfolk







# Allotment Holders Terms and Conditions

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## 1 Introduction

- 1.1 The council has circa 550 allotment plots within Kings Lynn. Where there is no town council the responsibility to manage the allotment stock falls to the borough council. Allotments in village areas are managed by the respective parish councils.
- 1.2 The council has the power to make rules to regulate the arrangements regarding the letting of individual plots on its allotment sites.
- 1.3 These rules apply to all allotments managed directly by the council, even if held under a tenancy agreement before the rules came into operation.
- 1.4 Any changes and amendments that may be required to these rules will be communicated to all tenants with a minimum notice period of 2 months before the change.
- 1.5 These rules and any subsequent versions that are produced to include any updates will be made available to all new tenants, and to existing tenants upon request. They will also be published on the borough council's website.

## 2 Definitions and Interpretation

- 2.1 Council (Us/We) – The Borough Council of Kings Lynn and West Norfolk.
- 2.2 Tenant (You/Your) – The tenant that has or will sign the tenancy agreement for a plot. This person will be liable for all aspects of the allotment plot.
- 2.3 Co-worker (You/Your) – A friend or relative that wants to regularly help out on the allotment, with a view to being provided the option to take on the responsibility should you wish to give up the allotment.
- 2.4 Cultivation – This refers to you growing and cultivating your produce. Crops can include both vegetables and fruit. Included in the definition of cultivation is the area beneath fruit trees, areas where you keep any livestock we have agreed to and greenhouse or polytunnel structures. Paths and areas where you store materials or place your shed are not included as cultivation.
- 2.5 Allotment plot – The area of land that has been leased to you within the tenancy agreement you will have signed.
- 2.6 Allotment site – The entire area of allotment plots within the boundary markings where your plot is situated. There are several allotment sites within Kings Lynn.
- 2.7 Breach – Where you as the tenant have contravened the rules that are detailed within this document and/or the tenancy agreement.
- 2.8 Hazardous material – Any materials that are considered to have the potential to cause harm. This includes but not limited to; chemicals (especially those in unmarked containers), asbestos, barbed wire, glass, and paint.
- 2.9 Livestock – Is any animal(s) we give you permission to keep on your allotment. This will be limited to 6 hens (No cockerels) and /or 6 rabbits. To be permitted to keep livestock, please read section 18.
- 2.10 Perennial weeds – Are flowering weeds that can be produced both by seeds and the spread of energy-storing vegetative parts, such as roots or tubers. Regeneration by vegetation is a unique characteristic to perennial weeds, meaning even the smallest root or stem can reproduce an entire plant.
- 2.11 Visitors – Anyone you invite onto the allotment site with you.

## 3 Site Management

- 3.1 The allotment sites that these rules apply to are those managed and maintained by the Borough Council of King's Lynn and West Norfolk.
- 3.2 You are obliged to report any incidents or accidents at your allotment site, or any noted breach of tenancy agreement rules to us by email to [allotments@west-norfolk.gov.uk](mailto:allotments@west-norfolk.gov.uk) or by telephone 01553 616200.
- 3.3 You are encouraged to report any form of criminal activity direct to the police and advise us of the CAD number.
- 3.4 We reserve the right to access any plot or structure to carry out inspections to ensure they are being used for their primary purpose and are well maintained.



- 3.5 We will endeavour to keep un-allocated plots from becoming over-grown. Please report any unattended plots to [allotments@west-norfolk.gov.uk](mailto:allotments@west-norfolk.gov.uk).
- 3.6 Photographic evidence may be used to aid inspections.
- 3.7 You must not alter or permit alteration to any fittings, facilities or security measures put in place by us. This includes, but not limited to, locks, keys, fencing, or water fittings.
- 3.8 You must not cut or prune any trees belonging to the Council without our written permission.

## 4 Eligibility Criteria

- 4.1 To be considered for an allotment you must:
- 4.2 Be over 18 years of age.
  - Be resident within the unparished area of King's Lynn. If you live within a parish of the greater Kings Lynn area you should contact your parish council.
  - Not already have an allotment in another area of the Borough Council of Kings Lynn & West Norfolk
  - Not have any outstanding debts with the council. This will be checked by the revenues department as part of the application process.
  - Be on the waiting list for the site preferred, applications may be made for more than one site, however once you are allocated with a plot, your requests will be removed from other waiting lists.

## 5 Allocation of Plots

- 5.1 The allocation of plots is limited to two plots per household.
- 5.2 When you have reached the top of the waiting list, you will be offered the next plot that becomes vacant on one of the sites you have applied for. You will be given two weeks to respond to the offer, if no response is received within that time, you will be removed from all our allotment waiting lists, and the plot will be allocated to the next person on the list.
- 5.3 If you refuse a plot offered to you, you can join the waiting list again, but you will be added from the date of refusal.
- 5.4 All allotments are let on an as seen basis; photographic records are kept of the allotment conditions at the point of letting, by the council.
- 5.5 If you, as an allotment holder move from Kings Lynn into a nearby parish you may keep the allotment until the end of the financial year, providing that the allotment plot does not fall into any breach of the tenancy agreement and continues to remain well cultivated and tidy.
- 5.6 You can register one family member or friend as a co-worker to help you cultivate your allotment. The registered co-worker will be offered the allotment plot should you wish to terminate your tenancy, or in the case of death. The co-worker must also fit the eligibility criteria detailed in Section 4.
- 5.7 You are responsible for the conduct and activities of any person(s) that you allow onto the allotment site, in accordance with section 6.2.
- 5.8 The tenancy of an allotment is personal to you. Pursuant to **Section 27 (4) of the Allotment Act 1908**, you may not assign, sub-let or part with possession of all or part of the allotment, including any structure which was on your plot at the start of your tenancy.

## 6 Tenant Responsibilities

### 6.1 Your Tenancy

- 6.1.1 When we allocate you an allotment plot, and you accept the offer, a tenancy agreement will be put in place. It is a yearly tenancy, which continues running year to year, unless terminated by either party. To coincide with the growing season, the rental fees will run annually from the 1st April to the 31st March. You could be allocated a plot at any point within the year when an invoice would be payable for the pro rata period.
- 6.1.2 By signing the tenancy agreement you are accepting the plot in the condition it is presented to you and agree to adhere to the allotment rules. We reserve the right to issue one month's Notice to Quit if these rules are not adhered to.





- 6.1.3 You will be responsible for the safety within your allotment plot and its boundary. Some insurance companies offer public liability cover through home policies and you should make relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members, friends or their belongings occurring on your allotment sites.
- 6.1.4 Dogs are welcome on the allotment site and should be always on leads. You must clear any dog fouling and take this home with you for disposal. Dog faeces should not be added to your compost.
- 6.1.5 It is your responsibility to ensure that your address, telephone, email, and other personal information changes are reported to us, so that our records remain up to date.
- 6.1.6 We expect allotment plots to be at least 60% cultivated within the first three months of any tenancy, even if the agreement is taken on over the winter months.

## **6.2 Tenant Conduct**

- 6.2.1 You must not do anything on your allotment or behave on the allotment site in any way that can cause a nuisance to other tenants, neighbouring residents, or council officers. This can include:
  - Rowdy behaviour, excessive noise, swearing or shouting.
  - Failing to maintain your plot boundaries.
  - Failing to keep livestock in accordance with the guidelines provided in Section 18.
  - Failing to comply with any other rules contained within this document.
  - Having bonfires during the prohibited season as detailed in section 12.
- 6.2.2 You will not at any time harass, intimidate, use offensive language or offensive/aggressive behaviour towards other tenants, council officers or members of the public on the allotment site. This also includes indirect threats towards or making malicious comments about other tenants.
- 6.2.3 You are responsible for the conduct and activities of anybody you allow on the allotment site.
- 6.2.4 Children may only attend the allotment site when accompanied and supervised by you or registered co-worker.
- 6.2.5 You shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths or roadways.
- 6.2.6 You must not live on, or temporarily sleep overnight in, any part of your allotment.

## **7 Rent and Rent Payments**

- 7.1 Following the signing of your tenancy agreement, you will receive an invoice for the rent owed on the plot up until the 31st March, this being the end of our financial year. Payment will be due on receipt of the invoice.
- 7.2 Subsequent rent will be charged annually in advance on the 1st April for which you will receive an invoice. Full payment of these invoices will be due on receipt. Failure to pay will result in the termination of your tenancy. Rent charges are reviewed on an annual basis as part of the council's budget setting process.
- 7.3 Information on how to pay your allotment rent will be printed on the reverse of the invoices you receive.
- 7.4 If you terminate your tenancy during the year, you will not receive a refund of the rent paid. Likewise, you will not receive a rent refund if we terminate your tenancy due to a breach of these rules.

## **8 Cultivation**

- 8.1 You must cultivate the plot wholly or mainly to produce vegetable or fruit crops for your own personal use.
- 8.2 You must not use your plot, or any part of the site to carry out any form of business or grow produce for sale. Should evidence be found or provided to us that the produce you grow is being used for business benefit, your tenancy will be terminated with immediate effect.
- 8.3 The allotment plot should be at least 60% cultivated at all times. This includes the area taken up by any greenhouse or polytunnel that is installed on the plot and the area under any fruiting trees.
- 8.4 You must keep all uncultivated areas and the areas under trees, mown and free from weeds.



- 8.5 You are permitted to use chemicals that aid the control of weeds, only within the confines of your plot and not in communal areas.

However, you must select products that are:

- Permitted for general use, and do not require a registered licence.
- Designed to minimise harm to wildlife, humans, and other animals.
- Not harmful to the environment or watercourses.

- 8.6 You will not plant any invasive plants, shrubs, or trees other than fruiting trees grown on a dwarf rooting stock to limit height, and in any case not to allow any plant to exceed 12 feet in height.

- 8.7 We appreciate that for new tenants it can take up to three months to fully cultivate your plot.

- 8.8 If you find that for any reason you are temporarily unable to tend to your plot, you must make us aware of this as soon as possible to avoid enforcement action.

## 9 Buildings and structures

- 9.1 You are not permitted to install or erect any building or structure on your allotment plot without written permission from us. Applications must be accompanied by a specification of the proposed structure and location on your plot.

- 9.2 Each plot is restricted to one shed, one greenhouse or poly tunnel, and a fruit cage each of which is not to exceed the following sizes\*:

\*All Sizes are in Metres

Structure	Length	Width	Height	Depth	Area
Green House/ Polytunnel	3.7	2.5	2 (Eaves)		
2.6 (Ridge)	N/A	9.25m2			
Fruit Cages	3.7	2.5	2	N/A	9.25m2
Shed	2.5	1.8	2 (Eaves)		
2.6 (Ridge)	N/A	4.5m2			
Pond				0.5	3m2
Hen House	2.7	1.8	2 (Eaves)		
2.6 (Ridge)	N/A	4.8m2			
Hen Run	3.6	3.6	2	N/A	3m2
Rabbit Hutch	2.5	1.2	1	N/A	3m2
Rabbit Run	2	2	1.2	N/A	4m2

- 9.3 You must keep all structures in good condition. If we are not satisfied with the state of repair, we may ask you to either make the necessary improvements or remove the structure. This includes any structure that was already situated on your plot when your tenancy began.

- 9.4 All structures on your allotment, must only be used in connection with the use and management of your plot. You are permitted to install compost bins or small structures intended for such purpose and support structures for soft fruits.

- 9.5 If you decide that you no longer require an existing structure you are responsible for dismantling and disposing of it responsibly.

- 9.6 When you relinquish your tenancy, you will be expected to remove any buildings and structures from the allotment site unless otherwise agreed by us. We will assume that you are releasing all the buildings/structures not cleared into our ownership, and as such they will subsequently either be offered for use by the new tenant or disposed of by us, and the costs incurred from doing so, will be billed to you as outgoing tenant.

- 9.7 We strongly advise that you do not store valuable equipment and materials in any structure.





- 9.8 You must not store lubricants, flammable or dangerous chemicals on the allotment plot and compensation will be sought by either us or a neighbouring plot holder in the event of damage caused by an accident resulting from any contravention of this rule.
- 9.9 Barbed wire is not permitted on any part of the allotment site.
- 9.10 If you build a structure that has not been granted permission by the council, we reserve the right to:
  - Issue you with a formal notice to dismantle and dispose of it responsibly or
  - Dismantle the structure and remove it ourselves if you fail to do so and pass the costs for doing so on to you.
- 9.11 You are not permitted to use concrete or other semi-permanent materials to build or support any structure on your plot.

## 10 Boundary features

- 10.1 You must ensure that your boundary features are always kept tidy and in a good state and do not present any form of danger to passers-by or other allotment users.
- 10.2 Where there is a surrounding hedge to the plot you will keep it to a maximum height of 5ft and will ensure that the hedge is kept tidy. You will be expected to comply with the RSPB guidance on hedge cutting with regards to bird nesting season. ([rspb.org.uk/birds-and-wildlife/advice/gardening-for-wildlife/plants-for-wildlife/garden-hedges/hedge-law/](https://rspb.org.uk/birds-and-wildlife/advice/gardening-for-wildlife/plants-for-wildlife/garden-hedges/hedge-law/))
- 10.3 Any fencing that you erect must not be above 6 feet in height and must provide a method of seeing across the plot from the outside for inspection purposes.
- 10.4 Any existing boundary feature that is higher than 6 feet must be rectified and brought into line with these rules. Failure to carry this out may constitute a breach of tenancy.
- 10.5 You must not use materials within or on your boundary that may cause harm to others; for example, but not limited to barbed wire, nails, and glass.
- 10.6 You must not obstruct access or pathways where your allotment plot has a shared gate.
- 10.7 All hedge cuttings from your plot must be composted on your allotment or removed and disposed of responsibly.
- 10.8 You must provide and maintain a marker that clearly identifies your plot number at the front boundary of your plot.

## 11 Storage and Materials

- 11.1 You may only store materials on your plot that are for use on the plot to aid cultivation and maintenance.
- 11.2 You are permitted to store timber or similar materials that are intended for use for allotment purposes, these should be removed if they have not been used within six months.
- 11.3 You shall not store, deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on your plot, or any other part of the allotment site. All green waste from the permitted allotment activities shall either be composted on your plot or removed by you to an authorised green waste facility.
- 11.4 You must not take any asbestos onto your plot, should any be found during an inspection we will arrange specialist disposal of this and recharge these costs to you.
- 11.5 You will not take or sell minerals, gravel, or clay from the allotment site.
- 11.6 You may not use carpet, underlay or similar material as a weed suppressant, and will be asked to remove these immediately if they are found to be present on your allotment.
- 11.7 When using pesticides or fertilisers on your plot, you must:
  - A) Take all reasonable care to ensure that other plots, paths, hedges, and trees are not adversely affected, and must make good, or replant as necessary should any damage occur.
  - B) Select and use pesticides, whether for spraying, seed dressing or for any other purpose, so that there is minimal risk to members of the public, birds, and other wildlife, apart from vermin or pests.
  - C) Comply at all times with current pesticide regulations including storage.



- 11.8 You must not store lubricants, flammable or dangerous chemicals on the allotment site. We, or neighbouring plot holders, will seek compensation in the event of damage caused by an accident resulting from any contravention of this rule.
- 11.9 You should not use any kind of tyres on any part of your allotment plot for any purpose other than to use wheeled garden equipment.

## 12 Waste Disposal/Bonfires/ Hazardous materials

- 12.1 Bonfires are not permitted at all on any allotment site between 1st May and 30th September.

- 12.2 Regulations on bonfires:

- **1st May to 30th September** – no burning of any kind.
- **1st October to 30th April** – small, contained fires permitted.

Whenever possible fires should be confined to metal drums or incinerator bins.

**All bonfires must be attended at all times and fully extinguished before you leave the site.**

- 12.3 You may only burn material generated from your allotment; you must not bring material in from anywhere else to burn.
- 12.4 You must ensure that the location of the burn site is safe, and that the wind direction will prevent smoke from polluting any local residents or other allotment tenants.
- 12.5 You must not:
- Use any form of accelerants, including petrol or paraffin.
  - Leave a bonfire unattended – you must remain present until the fire is fully extinguished.
  - Burn any non-organic materials or waste (for example – Plastics, painted or treated wood, carpet, textiles, membranes, tyres)
- 12.6 Prior to lighting a bonfire you must ensure that the burn site is safe and that there are no hedgehogs or other forms of wildlife in the pile of material to be burnt.
- 12.7 Bonfires are only permitted within your own plot boundary and not on any other area of the allotment site.

## 13 Composting

- 13.1 Composting is encouraged on all allotment plots as a vital and important part of gardening.
- 13.2 You should only compost natural green waste from your plot.
- 13.3 You should never compost the following materials:
- Cooked vegetables
  - Any form of meat
  - Any form of dairy product
  - Any form of fish or seafood products
  - Diseased plants
  - Dog or Cat Faeces
  - Baby's Nappies

## 14 Water

- 14.1 You must not alter or permit anyone to alter the water supply system or any fittings, on the allotments provided by us.
- 14.2 Where water is provided by us, we will endeavour to maintain the fittings in good working order.
- 14.3 We will arrange to have the water supply turned off during the winter months (between beginning of November and April each year) to protect against burst pipes.
- 14.4 On the sites where water is provided, you must not connect or permit to be connected any form of hosepipe or watering system.



- 14.5 During drought conditions to comply with enforced hose pipe bans the water supply will be turned off. You must plan for this and collect water within your allotment plot i.e., use of guttering from shed and water butts.

## 15 Vehicle access/use/parking

- 15.1 You must not park or store your car or any other vehicle on any part of your allotment plot. This includes, but is not limited to, trailers, caravans, motorbikes, or other motorised vehicles.
- 15.2 Vehicle access to your plot is limited to the delivery and transportation of materials that cannot be transported by any other measures.
- 15.3 Whilst driving within the site boundaries, you must observe a speed appropriate to such a built-up area, and respect other users.
- 15.4 During the winter months, you should refrain from driving over ground and pathways that are liable to be damaged or made dangerous as a result.

## 16 Termination of Your Tenancy

### 16.1 Termination by us

- 16.1.1 We may terminate your tenancy providing you one months' formal notice if:
- You have had your allotment for longer than three months and you are not cultivating.
  - You consistently breach the clauses of the tenancy agreement and the associated rules.
  - Your rent has not been paid in accordance with the invoice.
  - You are no longer living in the unparished areas of Kings Lynn and are reaching the end of the tenancy or financial year.
- 16.1.2 A breach has occurred and there has been no visual improvement undertaken by you after we have advised you in writing the opportunity to rectify the breach identified.
- Notification of a Breach of Tenancy rules
  - Notice to Tidy
  - Notice to Cultivate
- 16.1.3 Failure to make significant improvements/or failure to rectify the breach will result in a Notice to Quit.
- 16.1.4 Persistent breaches of tenancy agreement will not be tolerated, and we reserve the right to end the tenancy should this occur.
- 16.1.5 We may end your tenancy at any time after giving you three months' written notice should the allotment be required for alternative use.

### 16.2 Termination by you

- 16.2.1 You can terminate your tenancy by informing us in writing providing at least one months' notice. You will be required to sign a Termination Form, which is available online or can be sent to you at your request.
- 16.2.2 You can send your completed termination form by email to [allotments@west-norfolk.gov.uk](mailto:allotments@west-norfolk.gov.uk) or use the online form Terminate your tenancy | Terminate your tenancy | Borough Council of King's Lynn & West Norfolk ([west-norfolk.gov.uk](http://west-norfolk.gov.uk))

### 16.3 End of Tenancy

- 16.3.1 At the end of your tenancy you must return your plot to us in a reasonable condition in compliance with these rules.
- 16.3.2 At the end of your tenancy you must return any keys that have been issued to you by us.
- 16.3.3 If the plot you are vacating has padlocks that you have supplied, you must either remove them by the termination date or provide us with the keys.
- 16.3.4 When you relinquish your tenancy, you will be expected to remove any buildings and structures from the allotment site unless otherwise agreed by us. We will assume that you are releasing all the buildings/structures not cleared into our ownership, and as such they will subsequently either be offered for use by the new tenant or disposed of by us, and the costs incurred from doing so, will be billed to you as outgoing tenant.



- 16.3.5 Any waste, debris, materials, or other items which are not cleared from the plot by the termination date will be disposed of by us and the cost recharged to you.
- 16.3.6 Any livestock that is not removed from the plot by the termination date will be reported to the RSPCA as neglected by you.
- 16.3.7 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.

## 17 Issuing Formal Notice

- 17.1 All notices served by us, to you, will be sent to your last known address.
- 17.2 If you wish to give formal notice about any aspect of your tenancy, you must do so in the following ways:
  - Via email to [allotments@west-norfolk.gov.uk](mailto:allotments@west-norfolk.gov.uk)
  - In writing to Allotments Manager, BCKLWN Depot, Oldmedow Road, King's Lynn PE30 4LA

## 18 Livestock and Bees

- 18.1 Section 9 of the Animal Welfare Act of 2006 makes owners and keepers legally responsible for ensuring the welfare needs of their animals are met.
- 18.2 Failure to comply with the act may result in criminal prosecution leading to a fine of up to £5,000 or imprisonment.
- 18.3 Livestock may only be kept on an allotment plot following the completion of the appropriate application form, and the receipt of the written consent from us.
- 18.4 Livestock that can be kept on an allotment plot is restricted to a maximum of 6 hens (no cockerels) and/or 6 rabbits, and in certain circumstance, bees.
- 18.5 To keep bees on your allotment you must be a member of the British Beekeepers Association, be able to provide evidence you have received appropriate training and that you have public liability insurance.
- 18.6 The condition of the livestock and their associated shelters form part of the allotment inspections.
- 18.7 If at any time your livestock is found to be in poor condition, without their basic needs met, we will pass on your details and evidence of the animals' condition, to the RSPCA.







