

# **Uckfield Town Council Allotment Rules**



**APRIL 2025**

# Contents

<b>1</b>	<b>Assignment / Sub-letting / Co-working</b>	<b>3</b>
<b>2</b>	<b>Cultivation and weed control</b>	<b>3</b>
<b>3</b>	<b>Trees and invasive plants</b>	<b>4</b>
<b>4</b>	<b>Hedges and ponds</b>	<b>4</b>
<b>5</b>	<b>Plot use and storage</b>	<b>5</b>
<b>6</b>	<b>Water, Bonfires &amp; Other Restrictions</b>	<b>5</b>
<b>7</b>	<b>Waste materials and pollutants</b>	<b>6</b>
<b>8</b>	<b>Structures and fences</b>	<b>6</b>
<b>9</b>	<b>Paths &amp; haulage ways</b>	<b>7</b>
<b>10</b>	<b>Dogs, livestock and bees</b>	<b>7</b>
<b>11</b>	<b>Rent</b>	<b>8</b>
<b>12</b>	<b>Observance of Rules</b>	<b>8</b>
<b>13</b>	<b>Site safety, security and duty of care</b>	<b>8</b>
<b>14</b>	<b>Unauthorised persons</b>	<b>9</b>
<b>15</b>	<b>Vehicles, tents and caravans</b>	<b>9</b>
<b>16</b>	<b>Plot numbering, plot splitting and notices</b>	<b>10</b>
<b>17</b>	<b>Change of address and notices</b>	<b>10</b>
<b>18</b>	<b>Application</b>	<b>11</b>
<b>19</b>	<b>Terms and interpretation</b>	<b>11</b>
<b>20</b>	<b>The council's responsibilities</b>	<b>11</b>
<b>21</b>	<b>The complaints procedure</b>	<b>12</b>
<b>22</b>	<b>Tenancy termination</b>	<b>12</b>

## **1 Assignment / Sub-letting**

- 1.1 Priority will be given to parishioners of Uckfield and will be dependent on the numbers on the waiting list at the time.
- 1.2 The tenancy of an allotment is personal to the tenant named in the agreement.
- 1.3 The tenant may not underlet, assign, sublet or part with possession or control of all or any part of their allotment without written consent from the council. (Agreement c)
- 1.4 Within the first three months the tenant is within a probationary period if the tenant chooses to return the allotment to the council during this period the tenant will have rental returned minus a £10.00 administration fee. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot then the tenancy will be terminated and the plot returned to council for re-letting.
- 1.5 New tenants will be required to submit a deposit of such amount as the Council decides which will be refunded at the time of cessation of the allotment tenancy (provided the plot is left in a satisfactory and rentable condition).

That for the 2023/24 season this deposit shall be £52.00.

## **2 Cultivation and weed control**

- 2.1 The cultivated area is defined as the area that is cultivated for vegetable or fruit crop or flower production. Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area. (Agreement a)
- 2.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds. (Agreement a)
- 2.3 Allotments that have areas that are unsuitable for production - such as heavily shaded areas, excessively sloping land or impoverished or polluted soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with a council officer.
- 2.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Nuisance weeds must be controlled or suppressed, otherwise this will lead to termination of the tenancy. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter, a further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent. (Agreement a)
- 2.5 Carpet and black plastic must not be used for weed control on allotments.
- 2.6 Use of Pesticides, herbicides, vermicides and fertilisers:

Where these are used, manufacturer's instructions must be followed at all times. Particular care should be taken to avoid drift or spillage on paths and neighbouring plots. Tenants should generally only use weedkillers over winter or in the spring, and not in the vicinity of crops.

Glyphosate must not be used as this is known to be a particular environmentally damaging weedkiller.

Slug pellets: There was a ban of metaldehyde announced by Defra in September 2020, which is found in slug pellets. Garlic (garlic wash recipe) is the cheapest, easiest and most effective way to deter slugs.

### **3 Trees and invasive plants**

3.1 All fruit trees, bushes and hedging over the absolute height of 2.5 metres (or 8 feet) are in breach of allotment rules and could lead to a notice and possible termination.

3.2 All deciduous trees, e.g. oak trees, on allotment plots must be assessed first by the Ranger or Head Groundsman to find out if any works are required. Tenants must not prune deciduous trees and no works can be carried out until permission is granted. Any works not being carried out by the town council must be carried out by a professional arboriculturist, as this can otherwise lead to tree damage.

All tree works must comply with BS 3998: 2010 tree work recommendations. For reference purposes, a copy of which can be obtained from the British Standards Institution, 389, Chiswick High Road, London W4 4AL by Tel: 0208 996 7000 or downloaded from their website:

<http://shop.bsigroup.com/ProductDetail/?pid=000000000089960>

Anyone wishing to have a tree pruned, under this law, must advise the Council in writing prior to any work being undertaken.

3.3 Tenants must not, without consent of a Council officer, cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing. (Agreement d)

3.4 Fruit trees are permitted but will normally be included within the 25% of non-cultivated area. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.

3.5 Tenants who have fruit trees that have grown above 2.5 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.

3.6 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height.

3.7 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.

3.8 Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the tenant then the tenancy will be terminated and plants removed at cost to the tenant.

### **4 Hedges and ponds**

4.1 Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. (Agreement e)

4.2 Where hedges abut a perimeter boundary, road or vehicular haulage way, the council is responsible for maintaining the outside and top.

4.3 Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.

4.4 No fast-growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

4.5 The maximum surface area for a pond is 1.5 square metres and will be no deeper than

50cm deep. The pond area will be included as part of the non-cultivated area.

- 4.6 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 2 metres distance from any haulage way or path. Tenants are advised to provide secure fencing.
- 4.7 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the allotment space by an existing tenant will be seen as unwanted waste and will result in a tenant being put on notice. Historical baths brought on site before the 2011 rule review that are both functional and above ground will be exempt.

## **5 Plot use and storage**

- 5.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the allotment association) Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 5.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 5.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 5.4 Construction materials, paving and timber for infrastructure work must be used within 12 months.
- 5.5 Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

## **6 Water, Bonfires & Other Restrictions**

- 6.1 Sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies.
- 6.2 Mains water will be available from 1<sup>st</sup> March to 31<sup>st</sup> October. Water supply is subject to season restrictions and hosepipe bans.
- 6.3 Any form of unattended mains connected irrigation - be it open hose food irrigation or seep hose irrigation - is forbidden and will lead to notice of termination.
- 6.4 All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolise the water supply to the detriment of fellow tenants, will be put on notice. Where possible, tenants are encouraged to collect rainwater for use on their allotments.
- 6.5 Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution.
- 6.6 All open fires between 1st April and 1st November must be contained within an incinerator barrel, however small contained fires will be permitted for barbequing.
- 6.7 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 6.8 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.

- 6.9 All potentially toxic materials should be removed from the allotment site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 6.10 The council reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 6.11 Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the council. (Agreement d)

## **7 Waste materials and pollutants**

- 7.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to instruct the council to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot.
- 7.2 Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.
- 7.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 7.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or bath tubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.
- 7.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a glass house.
- 7.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.
- 7.7 All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned in an incinerator.
- 7.8 The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be charged the full cost on each occasion that this occurs.
- 7.9 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.
- 7.10 If tenants witness someone illegally fly tipping rubbish onto allotment land they should contact Wealden District Council Streetscene at [street.scene@wealden.gov.uk](mailto:street.scene@wealden.gov.uk) or 01323 443322.

## **8 Structures and fences**

- 8.1 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 8.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal. (Agreement e) (Agreement f)
- 8.3 Tenants may put up one shed and no more than two greenhouses (including poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of

the allotment. Permission from the site representative or council officer is required for poly tunnels, with tunnel size and layout agreed. No tunnel or glasshouse should exceed 2.13 metres in height.

- 8.4 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 8.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 8.6 The maximum size of a shed is 3 metres long x 2metres wide x 2.13m high, (9 feet x 6 feet x 7 feet).
- 8.7 N.B.West Park allotments maximum size of shed is 6' x 4' provided guttering and water butts are installed.
- 8.8 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 8.9 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). All structures must be removed before the end of the expiration of the tenancy.
- 8.10 Solid fences adjacent to neighbours' plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height. (Agreement e)
- 8.11 It is an offence to attach or hang any materials to any council fencing.

## **9 Paths & haulage ways**

- 9.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high). (Agreement b)
- 9.2 A single main path no wider than 75cm, as well as narrow internal paths (being spurs from the main path and being no wider than 50cm) will also be included within the cultivated area. Wider paths will be allowed on steeply sloping plots where raised beds require wider access.
- 9.3 Paths that exceed the dimensions stated above shall be included within the non-cultivated area.
- 9.4 Shared paths between two allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 9.5 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.
- 9.6 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all haulage ways have free access for other users.
- 9.7 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from allotment sites.(Agreement b)

## **10 Dogs, livestock and Bees**

- 10.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. Tenants who fail to keep dogs on leads will receive a notice.
- 10.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.
- 10.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.
- 10.4 No animals or livestock may be kept overnight on allotment land, except hens with permission sought and agreed.

- 10.5 Any tenant that wishes to keep hens on their allotment must advise the Town Council in writing and complete an Undertaking (see Appendix 1) which requires the following:-
- that the hens will be kept in accordance with the RSPCA Guidelines
  - defines the minimum number of two hens (no cockerels allowed) and maximum number of hens not exceeding coop capacity
  - and confirms that all eggs from these hens are for personal consumption
- 10.6 The keeping of bees is not allowed on any allotment land. The Uckfield Allotment Bee Club are based along Framfield Road and currently look after five bee hives. Please contact the Town Council if you are interested and require any further information.

## **11 Rent**

- 11.1 The tenant must pay the invoiced rent within 40 days of the due date and may, if qualified, claim any special discounts the council offers only at the time of invoicing.
- 11.2 The rent year runs from the 1st April to 31<sup>st</sup> March each year. A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.
- 11.3 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.
- 11.4 All tenants over the age of 60 will be eligible for a concessionary 20% discount on submission of documented proof of date of birth. Concessionary evidence must be provided prior to 1<sup>st</sup> April in order to receive concession for the following year.
- 11.5 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. Inspections will be carried out on final hand over with a bill given if necessary. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.
- 11.6 Rent may be increased at any time provided the council takes reasonable steps to give at least six months' notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual tenant will not invalidate the tenant's rent increase.
- 11.7 An administration fee will be charged per annum to the amount of £15 per plot. This is subject to any slight increase on an annual basis.

## **12 Observance of Rules**

- 12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 12.2 Rules will be posted online on the council website [www.uckfieldtc.gov.uk](http://www.uckfieldtc.gov.uk), and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.
- 12.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 12.4 Tenants shall, as regards to the allotment plot, observe and perform all conditions and covenants contained in the lease (if any) under the council hold the land.
- 12.5 Any Member or Officer of the Council shall be entitled at any time to enter and inspect the allotment plot.

## **13 Site safety, security and duty of care**

- 13.1 Tenants must not discriminate against, harass, bully or victimise any other person/s on



the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

- 13.2 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy and possible prosecution. (Agreement b)
- 13.3 The allotments and site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 13.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative and the Uckfield Allotment Society regarding any such disputes.
- 13.5 Tenants have a duty of care to everyone, including visitors, trespassers and themselves.
- 13.6 Any structure or any other item considered hazardous should be removed after instruction from a council officer. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.
- 13.7 Storage of fuels and hazardous materials is prohibited only chemicals necessary for gardening purposes can be stored. All chemicals must be locked away and out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Council recommends the use of organic alternatives wherever possible. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment then please inform your site representative or a council officer. (Agreement i, in part)
- 13.8 Particular care should be taken when using strimmers, rotavators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 13.9 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 13.10 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment. (Agreement L)
- 13.11 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to their site representative and the police.

## **14 Unauthorised persons**

- 14.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
- 14.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.
- 14.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 14.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

## **15 Vehicles, tents and caravans**

- 15.1 Motor vehicles may not be parked overnight or deposited on the allotment so as to cause a blockage except in the car parking areas provided, other than for short-term

loading/unloading. Obstruction of paths and drives is not permitted.

- 15.2 Caravans and live-in vehicles are not permitted on any allotment land.
- 15.3 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

## **16 Plot numbering, plot splitting and notices**

- 16.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way or main access path.
- 16.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by a council officer or authorised person.
- 16.3 Council or Allotment Society information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer.
- 16.4 Allotment plots may be reconfigured or divided at the discretion of the town council.

## **17 Change of address and notices**

- 17.1 Tenants must immediately inform the council, in writing, of changes of address or status.
- 17.2 If a tenant moves to an address outside of the boundary of the Uckfield Town Council, they would need to relinquish their allotment, although this could be reviewed with the possibility of termination being an option.
- 17.3 Notices to be served by the council on the tenant may be:
  - a) Sent to the tenant's address in the Tenancy Agreement (or as notified to the council under these rules) by email, post, registered letter, recorded delivery or hand delivered; or
  - b) Served on the tenant personally; or
  - c) Placed on the plot.
- 17.4 Notices served under paragraph 17.3 will be treated as properly served even if not received
- 17.5 Written information for the council should be sent to: Uckfield Town Council, Civic Centre, Uckfield or by email: [rachel@uckfieldtc.gov.uk](mailto:rachel@uckfieldtc.gov.uk)

## **18 Site reps**

Who can help with your allotment? Who to contact and how we can help if you have any issues with your allotment?

Your site representative is an allotment tenant who volunteers as a communication link between tenants, the local council and Allotment Association. They can ensure that a helpful, fair and consistent service is maintained on all sites across the local allotment community. They can also pass on information to the council and help with things like security, water supply, showing vacant plots, signing up new tenants to the waiting list, giving advice, support and encouragement to tenants if requested and monitoring the need for repairs and rubbish collections.

Details of site reps can be found on allotment noticeboards. If you need any further information, please contact: [rachel@uckfieldtc.gov.uk](mailto:rachel@uckfieldtc.gov.uk)

## **19 Allotment Association**

Most allotment sites have an association run by volunteer tenants. The Allotment Association hold meetings every few months to discuss any issues and are hoping to encourage new members to join.

Please email the Secretary of the Allotment Association, David Newbery at [newsletteruckfield@gmail.com](mailto:newsletteruckfield@gmail.com) for more details.

## **20 Application**

- 20.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.

## **21 Terms and interpretation**

In these rules the words used are to have the following meaning:

- 21.1 Allotment: A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
- 21.2 The Council: Uckfield Town Council.
- 21.3 Tenant: A person who holds an agreement for the tenancy of an allotment.
- 21.4 Site: Any area of allotments that are grouped together at one location
- 21.5 Rent: The annual rent payable for the tenancy of an allotment.
- 21.6 Review notice: Any notice of reviewed rental charges.
- 21.7 Site representative: An allotment tenant who works as a middle person between the council and the tenants and helps oversee the allotment.
- 21.8 Tenancy agreement: A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group.
- 21.9 Haulage way: A common route within the site for vehicular and pedestrian access to allotments.
- 21.10 Headland: The area of land between an allotment plot and any haulage way or perimeter fence.
- 21.11 Authorised officer: A member of staff of Uckfield Town Council.
- 21.12 Other authorised person: The tenant or invited guest.
- 21.13 Cultivation: Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.
- 21.14 Paths: Dividing paths between allotments.
- 21.15 The non-cultivated leisure area: Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.

## **22 The Council's responsibilities**

- 22.1 Administration
- d) Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.
- 22.2 Repairs and Maintenance
- e) Repairs to site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.
- 22.3 Rubbish clearance
- f) To remove rubbish which has been fly-tipped.
- 22.4 Liability
- g) The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment.

## **23 The complaints procedure**

- 23.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to the Council. If you are dissatisfied with the response then follow the procedure below.
- 23.2 The council's corporate complaints procedure is available from the Council Office.

## **24 Tenancy termination**

The council may terminate allotment tenancies in any of the following ways:

- 24.1 By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
- 24.2 At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation and appropriate compensation.
- 24.3 By giving one month's written notice to quit if:
- a) The rent is in arrears for 40 days or more (whether formally demanded or not); or
  - b) The tenant is in breach of any of these rules or of their tenancy agreement; or
  - c) Automatically on the death of the named tenant, (normally there would be no objection, in the first case, to a family member taking on the tenancy). (Agreement m)
  - d) If the tenant becomes bankrupt or compounds with creditors
  - e) 22.4 The tenancy may also be terminated by the council or the tenant by twelve months previous notice in writing expiring on or before 6<sup>th</sup> day of April or on or after 29<sup>th</sup> September in any year. (Allotment Act 1922. Section 1(1) (e).

## **25 GDPR – using your personal information and data protection**

Changes to the current Data Protection legislation came into effect from May 2018, as a result of the 2016 EU Directive (GDPR).

Tenants must be over 18yrs to apply (data protection).

### **Using your personal information**

Personal information which you supply to us may be used in a number of ways:

- To provide you with an Allotment and manage your tenancy; retaining your personal data supplied on both paper and electronic records.
- For statistical analysis.
- For fraud prevention.
- For audit and debt collection.

We will not disclose any information to any company or organisation outside Uckfield Town Council except to help prevent fraud, or if required to do so by law.

(Revised Nov 2024)