



ST HELENS
BOROUGH COUNCIL

Allotments Acts 1908 - 1950

Allotment Rules

Allotment Acts 1908 - 1950

Allotment Rules (pages 1 to 12 inclusive)

(Made under S28 Small Holdings and Allotment Act 1908)

Definition of Terms

"The Council" means St. Helens Council and includes any committee of the Council or any Officer appointed by the Council under the Council's Constitution and Allotments Acts 1908 - 1950.

"Allotment Garden /plot" means the area of land used or the cultivation of fruit, flowers and vegetables which is let to the tenant.

"Allotment Rules" means these rules approved by St. Helens Council

"Self managed allotment association" means an Allotment Association (a formally constituted democratic organisation) which manages a Site on behalf of the Council or which works in partnership with the Council to maintain a site.

"A good horticultural state of Cultivation" means the maintenance of the productive area of the allotment garden/plot by digging using a spade, fork, hoe and trowel or using a mechanical rotavator / cultivator to keep the productive area in a weed free condition all year round or not to allow weeds to grow together to develop into a lawn and not to allow any weeds to develop to flower and set seed.. Cultivation also means to grow and maintain all plants and crops of vegetables, fruit, herbs and flowers in a healthy and pest free condition and to maximise produce growing on the productive part of the plot which can be achieved all year round and will take an allowance of regular weekly allotment tenant's time per week to achieve this.

"Dwarf Root Stock" means Tree, bush or shrub or crop which requires more than 12 months to mature. Fruit trees that have dwarfing or semi dwarfing root stocks i.e for apples, M9 or M27 for dwarfing, and either M26 or MM106 for semi dwarfing. For peach/nectarine/apricot/plum/damson - Pixy. Cherry -Gisela 5. Standard trees propagated on seeding root stocks are not permitted

"Rent" means the annual rent payable for the Tenancy of an Allotment garden/plot and all amenities provided with it.

"Site" means the entire area of land owned by the Council comprising of allotment gardens/plots, roadways, fencing, gating, water supplies and buildings.

"Statutory Allotments" means parcels of land acquired or appropriated by the local authority specifically for use as allotments.

"Tenancy Agreement" means the document in the form approved by the Council, confirming the letting of an Allotment garden/plot to a tenant.

"Tenancy" means the letting of an allotment garden/plot to a tenant.

"Tenant" means a person who holds a tenancy of an allotment garden/plot.

"Assign" includes to give, share or transfer.

"Committee" means a democratically elected body from an association membership who runs the site on behalf of the membership and the Council and relates only to Self managed allotment sites.

"Improvement required under Notice to Improve" means the tenant undertaking improvement works on their allotment garden/plot in line with the written improvement notice served on the tenant in line with the inspection checklist used to undertake the inspection.

1. Application

- 1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all allotment gardens/plots when the new tenancy agreements are signed.
- 1.2.1 The Council maintains a database for all allotment gardens/plots under its administration. Applicants are selected from a waiting list on a first come, first served basis, preventing any undue preferences. Your gender, age, race, cultural background, sexual orientation, religion or health is not barrier to you renting an allotment garden / plot.
- 1.3 The site secretary for each self managed allotment site manages their own database in line with clause 1.2 above.
- 1.4 The Council is not obliged to accept as a tenant a person whom it considers in its absolute discretion is unlikely to observe the tenancy agreement and rules.
- 1.5 All who take up an allotment tenancy on a self managed site must join the allotment association who are responsible for managing the site on behalf of the Council and pay any membership dues as passed at the Annual General Meeting

2. Tenancies and Vacant Allotments

- 2.1 All tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. The tenancy of an allotment garden/plot, whether on an individual basis, group or organisation will be in the name of one tenant only.
The tenancy agreement, will be sent via email and needs to be signed electronically, once signed please retain a copy for your records and a copy will be retained by the council.nt.

Proof of address must also be returned with the agreements.

- 2.2 Joint or shared Tenancies are not permitted. A co-worker system operates where a second person helps the allotment tenant however the co-worker has no rights on the allotment plot and all responsibility remains with the tenant who has signed the allotment tenancy agreement. Likewise it is expected that the tenant is the main person present on the allotment garden/plot and if this is proven not to be the case then this will be a form of subletting which is not permitted.
- 2.3 Vacant allotment gardenplots on a site must be offered by the Council or self managed association's site Secretary to applicants on the waiting list for that site only and must be offered to the person at the top of the waiting list. Records of waiting lists are maintained and updated by the Council's Allotment Administration or the self managed allotment association's site Secretary.
Co-workers will only be considered for the tenancy of the surrendered allotment garden/plot if they have been a registered co-worker for a period longer than the person at the top of the waiting list.
Co-workers wanting to be considered for any other allotment must apply and be added to the waiting list as in clause 2.4 below.

- 2.4 Tenants must reside within the Borough of St. Helens and can add their name to a maximum of three waiting lists on their chosen allotment sites. Should a tenant move outside the Borough of St. Helens then they will be served 12 months notice of tenancy termination as they are no longer a resident of the Borough. Where a person is under the age of 18 years then the tenancy agreement will be signed by the parent or guardian on behalf of the allotment tenant.

Once an allotment has been accepted the tenant will be removed from all other waiting lists.

3. Assignment

- 3.1 The Tenancy of an Allotment garden/plot is personal to the tenant. Tenants may not assign, underlet or part with possession of all or part of their allotment garden/plot (including any shed/locker/greenhouse).

4. Fees & Charges

- 4.1 Rent, including water charges is due at the commencement of the Tenancy and thereafter on 1st April. Payment plans can be arranged on request by contacting the Income Section on the telephone number detailed on the front of your invoice (unless otherwise stated in the Tenancy Agreement).

Allotment tenancy agreements taken out at any other times of the year will be charged proportionally pro-rata based on full calendar months.

- 4.2 Rent will be set in line with the annual review of the Council's fees and charges.
- 4.3 Self-managed allotment sites Secretaries will collect the rent due quarterly plus an association fee on 1st April each year which is set at the Association's Annual General Meeting.
- 4.4 The Council shall be at liberty at any time to vary the yearly rent hereinbefore reserved by giving to the tenant notice in writing of their intention so to do such notice shall be displayed on the Council web site (details in clause 19). Self managed allotment sites will be notified in writing and it will be their responsibility to notify tenants of rent variations. The notice shall be issued prior to the specified revised rent and the date on which such revised rental is to take effect.

4.5 At the start of the tenancy you will be supplied with an allotment key, the key must be returned on termination of the tenancy. Failure to return the key will result in a £50 charge to the allotment holder

One key is issued per tenant any additional or replacement keys will be issued at £25 per key.

5. Cultivation and Use of Allotment Gardens

- 5.1 Tenants must use allotment garden/plot for their own personal use and must not carry out any business or sell produce grown from their allotment garden/ plot.
- 5.2 The tenants allotment garden/plot must be kept safe and maintained in a good horticultural state of cultivation, fertile and productive condition – Full Plots; at least 25% of the plot should comply within 3 months, 50% within 6 months and 100% cultivated by 12 months of taking up the tenancy. Half plots; 50% within 3 months and 100% within 6 months of taking up the tenancy. Only 20% in total to be used for non productive growing purposes which includes space for one shed, one greenhouse, pathways, fruit trees, the keeping of hens where appropriate and composting facility. Of the 80% area of the allotment garden/plot, 70% is for growing vegetables and fruit with 10% for growing flowers and herbs. All weeds and grasses must be eradicated at seedling stage and not allowed to grow and set seed.
- 5.3 Where a tenant fails, as detailed within this allotment tenancy agreement, to maintain the accepted manner or standard of cultivation, in line with the inspection checklist criteria, the Council or Self managed allotment site Secretary will serve on the tenant a “Notice to Improve” allowing the tenant 28 days for improvement. A final inspection will be carried out after 28 days of the notice, should the allotment garden/plot then fail the re-inspection then a ‘Notice for Termination of Agreement’ will be issued in which the tenant will have up to seven days to vacate the plot.

Where a tenant has been served with a “Notice to Improve” on two occasions then a further repeat will automatically result in immediate termination of the tenancy.

- 5.4 On termination of the tenancy, the plot must be left in a clean, litter and waste free condition suitable for immediate re-letting. If the Council has to carry out works in order to re-let the plot due to the condition it has been left in, the Council will seek to recover its reasonable costs from the tenant.
- 5.5 Tenants must not cut or prune any trees which are not their responsibility. This does not affect the routine pruning of the tenant’s own trees and bushes on their own allotment garden/plot.
- 5.6 The Council reserves the right to remove from any allotment site any tree, bush or shrub which interferes with the use of any other allotment garden/plot, in the event of that the tenant fails to remove the problem having been given 28 days written notice.
- 5.7 Allotment Rules will be reviewed annually and any amendments will also be binding and effective immediately. The Council will consult with the self managed allotment site Secretaries of the proposed changes. The Council will inform tenants in writing of any changes.
- 5.8 Tenants must comply with all directions given by an Officer of the Council or any directions properly given by the Committee of a self managed allotment site with regard to the content of these rules and the tenancy agreement.

- 5.9 Tenants must leave a minimum gap of one metre between the rear of their allotment garden/plot and any adjoining boundary fence and hedgerow to allow access for maintenance.
- 5.10 Tenants are not to cause damage to other tenant's property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, gates, padlocks, water supply. The Council will seek to recover costs incurred in repairing damage from the tenant.
- 5.11 Tenants are required to lock the entrance/egress gates after they enter and leave the site. Locks and chains are not to be tampered with or removed from the gates. It is each allotment tenant's responsibility to inform the appropriate Council Officer or member of the self managed allotment committee of any issues relating to the locks for gates
- 5.12 Access to an individual's allotment garden/plot must be between sunrise and sunset.

6. Hoses, Fires, Rubbish, Chemical use and Other Restrictions

- 6.1 Sprinklers are not allowed. Tenants must take every precaution to prevent contamination of water supplies. Hosepipes must be disconnected from any standpipe when not in use to prevent back siphoning of contaminated water into the mains water supply. Water for hens must only be fed via buckets filled direct from a tap. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence. Mains water supply will be turned off during winter months (between November and March). Water authority regulations will apply at their discretion, breach of the rules under the Water Industry Act 1991 could result in prosecution direct from United Utilities. The washing of vehicles is prohibited. Water stored in butts must be rainfall catchment and not mains water supply. Tenants are expected to use water sparingly and responsibly.
- 6.2 Fires of any description are not allowed. All unwanted material generated by the tenant which cannot be composted must be removed off the allotment site altogether by the allotment tenant and at the allotment tenants own cost. There is no storage facility allowed for any unwanted materials on an allotment site or allotment garden/plot.
- 6.3 Carpet, underlay, plastic sheeting, vehicle haulage sheeting, tyres and asbestos shall not be used on any allotment garden/plot or site to cover ground.
Approved coverings are only allowed where they are covering a compost heap or stored manure within the allotment garden/plot boundary.
- 6.4 Rubbish, refuse, household items or decaying matter (except for manure, compost or woodchip required for cultivation or mulching) must not be deposited or stored on any allotment garden/plot or site by the tenant or by anyone else with the tenant's permission. Tenants are to compost or reuse all matter arising from the cultivation of their allotment plot. Any matter which is not compostable or reusable by the tenant on their own allotment garden/plot must be removed from the site by the allotment tenant.

- 6.5 Tenants of allotment garden/plots must not deposit any matter in any hedgerows, ditches or water courses at any location. The tenant is expected to compost all waste material generated on their own allotment garden / plot.
- 6.6 Tenants must not import or remove any mineral, gravel, sand, earth or clay to or from the Site unless they have written permission to do so from the Council. Tenants who unearth any artefacts from the ground shall declare these to the Council official or representative for safe removal and disposal.
- 6.7 Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other allotment garden/plot and must comply with clauses 14.1 - 14.3
- 6.8 The Allotment Garden may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or Codes of Practice relating to activities they carry out on the allotment garden/plot and allotment site.
- 6.9 Where the Council's title to an allotment site requires certain conditions to be observed, all tenants on that allotment site must observe those conditions. e.g registered covenants on title of the land and rules that apply to conservation areas.
- 6.10 Tenants shall not park a vehicle anywhere on the site other than within defined parking areas and must not park any trailer, caravan, horse box or similar vehicles on the site at all. There must be no overnight parking anywhere on the site and tenants must not park outside entrance gates to the site which causes an obstruction to access and egress.
- 6.11 Tenants must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.
- 6.12 No weapons or animal traps of any description are permitted on the site.
- 6.13 When applying manufactured fertilisers or products used to control pests, unwanted plant species or disease, the tenant of the allotment plot must:
- a) take all reasonable care to ensure that adjoining hedges, trees and crops are not affected, and must make good or replant as necessary should any damage occur,
 - b) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to other tenants, visitors, members of the public and any wildlife or waterways of any description,
 - c) comply with current regulations following the manufacturer's instructions.
- 6.14 Only if the prior written consent to and from the Council/Allotment Association Committee can any Tenant plant any fruit trees regarded as permanent planting unless on dwarf rootstocks. Trees are not to cast shadow over neighbouring plots or resident's gardens and can be removed at any time at the discretion of the Council. Total combined area of all fruit trees crown spread must not exceed 33% of total plot area unless previously existing and will be planted within the 20% area given to non-cultivated land.

- 6.15 Tenants shall not obstruct or encroach by cultivation or construction on any path set out by the Council for the use of the occupiers of the allotment site.
- 6.16 Tenants have a duty of care to others on the allotment site. This includes visitors, trespassers, other tenants, themselves and family members, wildlife and also residents in properties adjoining the allotment site. This is particularly relevant in relation to; the timing and usage of mechanical equipment i.e. strimmers and rotovators and the means to power them such as petrol, the prevention of obstruction of paths and construction of any features on the site, safe application and storage of pesticides and fertilisers, where manufacturers recommended application and storage methods, rates and precautions must be adhered to and containers properly labelled and disposed of safely off the allotment site.
- 6.17 All incidences of rodent infestation to be reported immediately to the Council. There is no facility for pest control of vermin relating to hens being kept on horticultural sites and are only available at the two recognised poultry sites.

7. Dogs, Animals and Bees

- 7.1 Any dog (including assistance dogs) brought onto the site must be kept on a lead and under strict control at all times. The Tenant must ensure that any dog faeces is removed off site forthwith.
- 7.2 Animals or livestock (except hens) must not be kept on any allotment garden/plot to the extent permitted by (a) Section 12 of the Allotments Act 1950 and (b) in the case of any other livestock in accordance with the terms of the written consent of the Council.
- 7.3 Tenants must obtain prior permission from the Council and must comply with any husbandry conditions laid down by and obtainable from the Council.

Minimum standards are expected of tenants who keep poultry on St Helens Councils allotments.

Failure to comply with your tenancy agreement or meet the minimum standards in these guidelines may result in termination of your allotment tenancy.

All Birds no matter what number being kept must be registered, anyone keeping poultry or any other captive birds, regardless of the number, must register them with the Animal and Plant Health Agency (APHA).

<https://www.gov.uk/government/news/new-measures-to-help-protect-poultry-industry-from-bird-flu>

Furthermore, If you are given permission to keep poultry on your allotment you must check on them daily, provide competent care and management and have the knowledge and skills to ensure the well-being of your animals.

In addition, you are expected to keep them under proper control to avoid disturbances to others. St Helens Council has the right to inspect livestock at anytime.

If the Council has cause to investigate cases or complaints of maltreatment, costs of vets or other official inspections will be passed to the Tenant for payment.
We strongly recommend you seek further detailed guidance prior to keeping poultry.

To maintain a healthy flock Your chickens should have access to:

- Cool, clean and fresh water.
- Provision of feed of a type appropriate to the age and species of animal, fed sufficient quantities, and sufficiently frequently, to maintain them in good health and satisfy their nutritional needs.
- Insoluble grit to aid digestion. Foodstuffs should be stored such that it is kept clean, tidy and properly protected from rodents and other pests.

Housing is also key in ensuring the welfare of you birds and should allow the expression of natural behaviours.

Although it is advised that you make the housing as large and comfortable as possible within the allotment rules 10.2 as a minimum, the accommodation will be expected to compromise of: **A Henhouse.**

- With a minimum size of 2 square feet (0.2m²) per chicken. Fully enclosed shelter that provides:
- Protection from predators.
- A clean, dry bedding material to absorb moisture and odour (suitable choices are wood shavings or straw).
- Warmth during the colder months and shade during the summer.
- Adequate ventilation but draught free.
- Perches for sleeping, approximately 3-5cms wide with rounded corners to enable them to grip.
- Nest boxes for laying eggs. An Outdoor Run
- Minimum size of 4 square feet (0.4m²) per chicken.
- Should provide the chicken(s) with plenty of space to dig, dust themselves and flap their wings. Both should regularly maintained to a good, tidy standard and free from obvious faults that may cause injury.

You will be held responsible for ensuring that your livestock is free from distress, pain, injury and disease. Appropriate preventative and/or veterinary treatment should be available at all times. Sanitation

- In order to maintain healthy livestock and reduce odour problems, the run and henhouse should be cleaned a minimum of once a week or more frequently as necessary.

• **With respect to the above, the deep litter system is not acceptable on St Helens Council allotments.**

• Poultry kept on the same ground for more than a month will need regular worming. Any health serious/longstanding or contagious problems **MUST** be reported to St Helens Council as soon as possible, as well as detail of the treatment being received and notification when the problem has cleared. Feathered Friends Poultry need companionship and should be kept in groups of two or more. Provided your chickens are happy, healthy birds they should not become a nuisance to others. It is important however to be aware of potential problems, such as dirty sites attracting vermin and causing smells

- 7.4 The keeping of hens (cockerels or waterfowl are not allowed) where permitted on horticultural plots can only extend to within the 20% of non-productive land as detailed in clause 5.2 and must be securely and adequately fenced to the satisfaction of the Council. Prior written permission of the Allotment Manager of the Council must be given.
Horticultural Plot - Maximum of 6 Hens,
Henhouse; 2 square feet (0.2m²) per hen, Outdoor Run; 4 square feet (0.4m²) per hen.
Structures must comply with the Council's specifications and written approval from the Council must be obtained prior to any structure being erected on the allotment garden/plot.
- 7.5 Beehives are not allowed on the allotment garden/plot except with the prior written permission of the Allotment Manager of the Council. Tenants must have valid insurance cover and appropriate training and certification prior to any such application for written approval being made by the tenant.
- 7.6 Where there are hens, inspections will also be undertaken by the council's Environmental Health Department to ensure the health and wellbeing of animals and that DEFRA guidelines are being adhered to.

8. Unauthorised Persons

- 8.1 Only the Tenant, or person(s) authorised or accompanied by the Tenant is allowed on the Site except for invitations to events i.e. open days arranged by the Council or Allotment Associations. Access is not permitted to any allotment garden/plot other than let to the tenant.
- 8.2 The Council/Allotment Committee may order any person unlawfully allowed on to the site in breach of these rules to leave immediately.
- 8.3 The Council/Allotment Committee may take action for breach of their Tenancy Agreement against any tenant who the Council/Allotment Committee reasonably believes was responsible for allowing an unauthorised person to be on the Site.
- 8.4 Gate keys are not to be reproduced and distributed to any other persons other than the tenant and co-worker and must be obtained from the Council only. A £20 deposit will be

required for each key provided which will be reimbursed when each key is returned to the Council, lost or broken keys will also incur a £20 replacement fee.

- 8.5 No third party company or individual paid or unpaid can cultivate an allotment garden/plot on behalf and under the instruction of the allotment garden/plot tenant.

9. Paths

- 9.1 Paths between two allotment gardens/plots must be a minimum of 500mm in width where possible and must be kept trimmed and free from weeds up to the nearest half width by each adjoining tenant.
- 9.2 All site paths and tenant's allotment garden/plot paths must be kept clear of obstructions at all times.
- 9.3 The tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of themselves and others.
- 9.4 Allotment garden/plot tenants are responsible for maintaining the roadway and path surrounding their allotment plot to a safe, clean and maintained condition which is free from weeds.

10. Sheds, Buildings and Structures

- 10.1 No buildings, walls or permanent structures may be put on the allotment garden/plot by tenants without first writing to and obtaining written permission from the Council/Self Managed Allotment Secretary. The request to erect such a structure must have a description of materials to be used and dimensions shown and size restrictions do apply. Any structure erected without written permission from the Council will need to be dismantled by the tenant at the tenant's own expense until written permission is obtained.
- 10.2 Any shed/store, greenhouse or polytunnel must meet the following maximum size allowances:- for a greenhouse or polytunnel 12 foot long x 10 feet wide by 8 foot high; for a shed or store is 10 foot long x 8 foot wide x 8 foot high. For a half sized allotment garden/plot a maximum size allowance is:- for a greenhouse or polytunnel 10 foot long x 8 feet wide by 8 foot high; for a shed or store is 8 foot long x 6 foot wide x 8 foot high. There is a restriction that only one shed or store and one greenhouse or polytunnel is allowed per allotment garden/plot. Stores/sheds must not exceed the 20% area of land given to non-cultivation.
- 10.3 Any shed, greenhouse or polytunnel or other structure which the Council/Self Managed Allotment Secretary approves on the allotment garden/plot must be built to the suppliers recommended standards of construction and be fit for purpose, maintained in a good state of repair and condition to the satisfaction of the Council/Self Managed Allotment Secretary. Such structures must have guttering connected to a securely lidded water container (eg.

water butt/barrel) Should the tenant fail to maintain any structure to the correct maintenance standards then the Council/Self Managed Allotment Secretary will instruct that the tenant to dismantle the structure and that it is taken off site at the tenants own expense. Should the tenant fail to undertake such removal then the Council will undertake this and will seek to recover the costs incurred from the tenant.

- 10.4 Approved structures should be sited to an agreed location on the allotment garden/plot or as directed by the Council/Self Managed Allotment Secretary. No permanent footings or bases can be constructed.
- 10.5 Barbed wire or razor wire is not permitted on any part of an individual's allotment garden/plot.
- 10.6 Toxic or hazardous materials or contaminated waste or tyres must not be stored or brought onto the site. All pesticides must comply with the Food and Environmental Protection Act 1985 and are to be used in accordance with manufacturer's recommendations. The storing of materials other than for direct and prompt use on the allotment garden/plot is prohibited. All such materials must be stored in a safe manner. (e.g. glass for cloches) and must not be allowed to be a hazard or nuisance to others.
- 10.7 Petrol, oil, fuel, lubricants, gases or other flammable liquids are to be stored safely, in small quantities and in recommended locked safe containers.
- 10.8 The Council/Self Managed Allotment Association is not to be liable for loss by accident, fire, theft or damage of any allotment shed or store or vehicles brought onto the site or tools or contents left in any allotment shed or store or vehicles brought onto the site.
- 10.9 On termination of any allotment tenancy where the allotment holder can prove that they have provided an allotment shed or store or greenhouse then they are entitled to remove it off the allotment plot and off the allotment site. Should any structure remain on the allotment plot after ten days following the date of termination of the tenancy then all such property shall be deemed to have been abandoned and shall at the option of the Council be treated as forfeit to and property of the Council or shall be removed by the Council at the expense of the tenant whereupon the amount of such expense shall become a debt due from the tenant to the Council.

11. Advertisements

- 11.2 Tenants may not display any personal or commercial advertising on any part of the allotment site.

12. Inspection

- 12.1 The allotment garden/plot (and any structure on it) may be entered and inspected by an officer or member of the Council/or its agent or the Police at any time and the tenant must give whatever access they require with or without notice.

13. Disputes

- 13.1 Disputes between tenants and the Self Managed Allotment Committee or directly managed by the Council which cannot be resolved on site will need to be referred to the Council through its Customer Contact Centre. The written decision of the Council will be binding on all the tenants involved in the dispute.

14. Harassment

- 14.1 St. Helens Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment tenants (also see clause 6.8)
- 14.2 Harassment may be of a specifically racial, sexual or religious nature, any unwelcome physical, verbal or non-verbal conduct. All tenants are expected to comply with the Council's policies and any other legislation in respect of harassment and discrimination.
- 14.3 Complaints about harassment and discrimination are to be referred to the Council through its Customer Contact Centre. The Council will endeavour to protect tenants against victimisation for making or being involved in a complaint. Wherever possible, tenants should in the first instance tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.
- 14.4 Any anti-social behaviour will not be tolerated on allotment sites and tenants should be able to attend to their plots without fear and harassment. The Council reserves the right to ask plot holders to give up their plot if they undertake anti-social behaviour towards other plot holders. Incidents should be reported to the Police using 101 and the Council's Open Spaces Team.

Alcohol must not be consumed on site and tenants should not be on site under the influence of alcohol.

15. Termination

- 15.1 The Council may terminate allotment garden/plot tenancies in any of the following ways:
- a) twelve months written 'Notice to Quit' between the 6th day of April and the 29th Day of September or by re-entry as laid out in the Allotments Act; or
 - b) three months written 'Notice to Quit' if the site or the allotment garden/plot is required for any of the purposes specified in sections 1(1) (b-d) inclusive of the Allotments act 1922 (as amended);
 - c) by re-entry by the Council at any time after giving one month's written 'Notice to Quit' if:-
 - i) Rent is in arrears for 40 days or more (whether formally demanded or not), or
 - ii) the tenant is in breach of the Tenancy Agreement or these Allotment Rules;
 - d) automatically three months following the death of the tenant. Clause 2.3 applies unless a co-worker registration had already been established. Contact must be made with the Council's allotment administration office for an explanation of and to arrange this if it is required.

- e) if the Council receives a valid request from the Secretary of a Self-Managed site to terminate a tenancy agreement which is upheld.
- f) by the termination of the title or right of occupation of the Council to the said land;
- g) by re-entry by the Council after three months previous notice in writing to the tenant on account of the said land being required for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

15.2 Tenants may terminate Allotment Garden Tenancies by giving the Council one month's notice in writing to the Parks Manager, Hardshaw Brook Depot, Parr street, St. Helens, Merseyside. WA9 1JR or the Committee of a Self Managed allotment site which ever is applicable to the tenant of their allotment garden/plot

15.3 Compensation may be payable to the tenant and claimable from the tenant in specific circumstances as set out in Allotment Acts 1908 – 1950

15.4 Terminations will not be actioned until all allotment keys are returned to the council, at the address listed below.

16. Change of Address, Circumstances and Notice

16.1 Tenants must immediately inform the Council / self managed allotment committee in writing of any change of a tenant's personal address.

16.2 In the event of the death of a tenant, the Council must be notified immediately in order for clause 15.1d to come into effect.

16.3 Tenants must notify the Council immediately if the co-worker is no longer assisting on the plot.

16.4 Tenants will be contacted periodically to provide proof of address to ensure eligibility for an allotment garden/plot within the borough of St Helens as laid out in clause 2.4

16.4 Notices to be served by the Council/Self managed allotment committee on the tenant may be:

- a) Affixed on the allotment garden/plot, or
- b) Sent to the tenant's address in the Tenancy Agreement (or notified to the Council/Self managed allotment committee under these rules) by email, first class post, registered letter, recorded delivery or hand delivered or
- c) Served on the tenant personally.

16.5 Notices served under sub-paragraph 16.4b above will be treated as properly served even if not received.

16.6 Notices to be given to the Council should be sent to: St. Helens Council, Parks Manager, Hardshaw Brook Depot, Parr Street, St. Helens, Merseyside. WA9 1JR or such other address as the Council notifies in writing to the tenant.

16.7 Notices to the Committee of Self Managed sites should be sent via arrangements made with the appropriate allotment site secretary or handed to a committee member on the site.

17. Insurance

17.1 The Council will only insure certain parts of the allotment site including gating, perimeter fencing, main site roadways, on site car parks and water supply. Each tenant needs to insure their own allotment garden/plot, and surrounding path and road that they are the tenant of for a minimum of third party liability cover which can be arranged as a group policy through each appropriate site Allotment Association. The Council do not provide any insurance cover for an individual's allotment garden / plot.

18. VAT

18.1 All sums of money referred to in this agreement shall be subject to the addition of VAT or any like tax replacing it where payable.

19. Contact Details

Please address correspondence to:

The Allotments Manager
Environmental Services
St Helens Council
Hardshaw Brook Depot
Parr Street
St Helens,
WA9 1JR

Contact:

The Contact Centre 01744 676789
contactcentre@sthelens.gov.uk

<https://www.sthelens.gov.uk/environmental-services/parks-and-open-spaces/allotments/>