

Appendix 3: Draft guidelines and requirements for use of allotments



Belfast City Council Tenancy agreement Guidelines and requirements of use of allotments in Council property

1 INTRODUCTION

The council agrees to let and the tenant agrees to rent the plot on a yearly tenancy which ends on the 31 October each year. The tenant is subject to the Allotments Act (Northern Ireland) 1932 and the conditions outlined within this agreement.

1.1 Rent

- 1.1.1 Rent is due at the commencement of the tenancy and annually on 1 November thereafter and the rent is non-refundable.
- 1.1.2 The tenancy agreement will be effective from 1 November to 31 October each year
- 1.1.3 Any plot not paid for by 1 December will be re-allocated by the council.

1.2 Review of rent

- 1.2.1 The rent due may be increased or decreased by the council in line with the annual scale of charges and the tenant will be notified of the change. On receipt of the notice the tenant may terminate this agreement by giving the council one month notice in writing.

2 APPLICATION FOR AN ALLOTMENT

- 2.1 The tenant must live within the Belfast City Council boundary.
- 2.2 To apply for an allotment plot please fill out an online application form at www.belfastcity.gov.uk/allotments or contact **the Open Spaces and Active Living Unit, on 028 9032 0202 to receive an application form.** The application form must be filled out and returned to the council. You will be informed, in writing of the outcome of your application.
- 2.3 In order to maintain anonymity, your application will be assigned a unique ID code, one digit higher than the previous applicant, and will be added to a waiting list. We are unable to give any indication of when or how often a plot may be made available.
- 2.4 Plots are non-transferable. If a plot becomes vacant due to the death of a plot holder or a plot holder wishing to give up their plot, the plot must be transferred back to the council. It will then be offered to applicants on the waiting list.
- 2.5 The tenant should inform the council immediately of any change of address.

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3 CONDITIONS OF LETTING

In addition to the payment of rent the tenant agrees to abide by the following guidelines and requirements of use:

3.1 Use of land

- 3.1.1 The tenant must use the plot as an allotment or leisure garden for the growing of fruit, flowers and or vegetables for personal use and consumption. Plots must not be used for individual trade or business without the prior consent of the council.
- 3.1.2 Allotments are available for use during daylight hours only (dawn to dusk).
- 3.1.3 Tenants are responsible for keeping boundary paths and roadways surrounding their plot free of debris and litter, and must not deposit any matter in the hedges or ditches within the site.
- 3.1.4 Tenants shall dispose of any waste in the compost or litter bins provided. The tenant is expected to compost all vegetative waste except for pernicious weeds which should be taken to an approved disposal facility.
- 3.1.5 Tenants shall not remove or cut any fence, hedge, tree or branch outside the area of their plot without the written permission of the council.
- 3.1.6 Tenants must comply with all directions given by an officer of the council or a representative of allotment management committees.
- 3.1.7 Tenants must also observe and adhere to any other guidelines or regulations which the council makes at any future time.

3.2 Cultivation

- 3.2.1 All plots must be kept clean and free from weeds, pests and disease and actively maintained in a good state of cultivation and fertility. It is important that the techniques used do not cause harm to members of the public, game birds and other wildlife, or cause long-term environmental damage.
- 3.2.2 No tenant shall plant trees, shrubs, bushes, or any form of perennial hedging plant. Fruit bushes are permitted and will be considered.

3.3 Inspections

- 3.3.1 The council will carry out periodic inspections of the site and individual plots with the assistance of the allotment committee.
- 3.3.2 Following inspection, if there is little or no evidence that a plot has been worked and there are no extenuating circumstances that would prevent a tenant from working their plot, then the council will issue a letter requesting clarification from the tenant.
If two further weeks have passed with little evidence of activity on the plot and the council has not been contacted to explain why it has not been kept in a reasonable condition, a second letter to the tenant will be issued warning them that they are in danger of losing their plot due to their non-compliance with clause 3.2.2 of this agreement.
If there is still little evidence of the plot being actively worked then the tenancy agreement will be terminated by the council, the tenant made aware and the plot allocated to the next applicant on the waiting list.

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3.4 Personal conduct

- 3.4.1 Tenants are not to cause damage to any other holder's property or crops, nor to the infrastructure of the site e.g. paths, roadways, fences, gates etc.
- 3.4.2 Every tenant shall, as far as possible, protect the property generally, and will be responsible for the actions of any person they bring to the allotments. Any tenant wilfully destroying or taking property that is not their own shall forfeit their allotment without any compensation.
- 3.4.3 The council shall reserve the right to refuse admittance to any person other than the tenant or a member of their family to the plot unless accompanied by the tenant or a member of their family. Tenants are fully responsible for the safety and conduct of their guests.
- 3.4.4 The council is committed to the elimination of any and all unlawful discrimination. This extends to the conduct of tenants. Tenants must not cause or permit any harassment, nuisance or any behaviour causing annoyance or inconvenience to others to occur on their plot.
- 3.4.5 In the event of any dispute, disagreement or harassment involving tenants, the offending party should be informed that the conduct in question is unwanted and/or offensive and must cease immediately. If the unwanted/offensive conduct continues the tenant should submit a formal complaint to the council.
- 3.4.6 Complaints relating to harassment are, in the first instance, to be referred to a council officer and or the allotment management committee. The matter will then be investigated and any recommendations will be referred to the council. The council will endeavour to protect tenants against victimisation for making or being associated with a complaint.
- 3.4.7 Smoking within any communal building on the site is prohibited.
- 3.4.8 The possession, consumption or sale of alcohol is not permitted on site.
- 3.4.9 Tenants shall be notified of and should adhere to any published guidance issued by the council in relation to the tenancy agreement, which may be amended from time to time.

3.5 Structures

- 3.5.1 Tenants shall not erect or place any building or structure of any kind on their plot without the written permission of the council.
- 3.5.2 The tenant shall be solely responsible for any structure, garden shed or greenhouse placed on the plot and any contents therein. No claim shall be made against the council for any damage or loss of any building or property. The tenant should consider taking out their own insurance cover for the contents and structure.
- 3.5.3 Tenants are not permitted to erect fencing in, on or around their plot.
- 3.5.4 Tenants are not permitted to use barbed wire, corrugated or sheet iron, or any other material or item on or around the plot which may be a hazard to other tenants or visitors.

3.6 Notice boards

- 3.6.1 Notices relevant to other tenants can be placed on the notice board. Such communications must abide by clause 3.4.5 of this agreement.
- 3.6.2 Notice boards will be monitored by the council and any inappropriate notices will be removed.

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3.7 Animals, livestock and bees

- 3.7.1 Pets (except for Guide Dogs) and livestock¹ (for example cattle, pigs, horse, poultry etc.) must not be brought or kept on site.
- 3.7.2 Beehives are not permitted on site.

3.8 Use of water

- 3.8.1 Tenants are responsible for conserving water and must take every precaution to prevent the contamination of water supplies.
- 3.8.2 Water may only be extracted from a water course with the approval of the council and subject to the appropriate licence.
- 3.8.3 Tenants who possess roof structures on their plot are encouraged to install water butts to enable the collection of rainwater for use. All water butts must be covered with safety wire or equivalent.
- 3.8.4 The construction of ponds, wells or water features is prohibited, without the prior permission of the council.

4 OTHER PROVISIONS

- 4.1 The construction and use of fires and bonfires on site is strictly prohibited.
- 4.2 Gambling and games of chance are prohibited.
- 4.3 No weapons (e.g. air rifles) are permitted on site.
- 4.4 Tenants shall not use or park any vehicles on the site other than within the designated parking areas.
- 4.5 Tenants shall keep all keys safe and all doors and gates locked to prevent unauthorised access. The keys shall not be copied without the written permission of the council.
- 4.6 Tenants shall ensure that tools and other personal equipment are safely and securely stored when not in use. The council accepts no liability for the loss or damage of such items nor does the council accept any responsibility for any injury caused by such items.
- 4.7 Any questions not provided for in these regulations shall be decided by the council.

¹ Livestock refers to any breed or population of animal kept by humans for a useful, commercial purpose for example cattle, pigs, horse, poultry etc.

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5 DEFINITION OF TERMS

“Council” means Belfast City Council and includes any Committee of the Council or any Officer appointed by the Council

“Plot” means the area of ground market out for use as an allotment.

“Tenant” means a tenant of an allotment plot.

6 CONTACT DETAILS

Belfast City Council, Parks and Leisure Department, Open Spaces and Active Living Unit, 2nd Floor, Adelaide Exchange, 24-26 Adelaide Street, Belfast, BT2 8DG.

Telephone:

Fax:

Email:

Website

7 VERSION / UPDATES

7.1 This version of the tenancy agreement is effective from [REDACTED]. This version of the tenancy agreement was agreed at Council on [REDACTED].

7.2 The latest version of this document is available at [REDACTED]

8 TERMINATION OF AGREEMENT

8.1 All the regulations contained within this agreement shall be strictly enforced and binding on the tenants, and in the event of any breach of said regulations the council has the right of re-entry and possession of the offender’s allotment without any notice or compensation.

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9 DECLARATION

- 9.1 I have read and agree to the guidelines and requirements for use and understand that failure to abide by these will result in the loss of any gardening privileges. I therefore agree to hold harmless Belfast City Council and its agents for any liability, damage, loss or claim that occurs in connection with the use of an allotment plot. I further agree to act in a safe, prudent and responsible manner at all times while using these facilities and I agree to be respectful of other people using the growing facility and of their property.

Signature: _____

Date: _____

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