



# Sheffield City Council Allotments Policy and Regulations

May 2025



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## Executive summary-

Sheffield has a long and proud history of allotment provision dating back of 150 years, Sheffield City Council understands that well managed allotments play an important part in improving the lives of the people of sheffield.

The policies and regulations found in this document are the council's commitment to ensure current and future challenges are met, seeks to balance the freedom of plot holders while ensuring compliance with legal obligations and the rights of other allotment tenants, alongside the broader management of Sheffield's allotment estate Sheffield City Council governance.

The policy was approved on the 31st of March 2025, details of which can found at [.Agenda for Communities, Parks and Leisure Policy Committee on Monday 31 March 2025, 2.00 pm | Sheffield City Council.](#)

Reviews and updates to these Policy and Regulations will be communicated with prior notice.



## Section 1: Before you apply

- 1.1 Having an allotment can be extremely rewarding. However, it takes a great deal of time and effort, and continuous work, especially during the spring and summer months. There are various ways you can try it before committing to having your own plot. If you know someone with an allotment, why not offer to help them. There are also several community group allotments where you can join others to work on a plot together. Please be realistic about how much you can take on; sadly, many tenancies fail each year having underestimated the amount of work it takes to keep an allotment cultivated to the required standard.
- 1.2 Some allotment societies operate starter plots projects, this allows individuals to work a small part of it, with advice and support, to gain experience. Rent is not charged to allotment societies for starter plots projects. The allotment societies must not charge participants a fee, however membership of the society may be necessary. Participants in starter plots projects do not have any form of tenancy or rights. They will not be able to take on tenancy of the area they are working, and they may be asked to leave by the allotment society (the allotment society will make it clear what is expected of participants). Participants will be on the waiting list for their own plot and will adhere to those rules relating to personal conduct ([link](#)), failure to do so will result in your removal from the waiting list. The involvement in a starter plots project is intended to be temporary, the allotment society will state the duration.
- 1.3 Many plots are overgrown to a degree when taken on, because they quickly deteriorate once they are not being maintained, so please be prepared for some work at the start of your tenancy. If we (Sheffield City Council) do not see a minimum of 25% cultivation within the first 3 months, we can end the tenancy. Within the first year we expect to see 75% of the plot cultivated, failure to do so may result in termination of tenancy. We strongly advise you to contact the allotment office if you need additional advice on achievable levels of cultivation.
- 1.4 Depending on the condition of the plot at the start of the tenancy, we may be able to offer you (tenant) some practical assistance. This is something you should discuss with us before you sign up as help may not be immediately available. The sort of help we may be able to give includes: Collapsing of Dangerous structures (where this cannot be reasonably done by tenants). Removal of Asbestos ([link to asbestos](#)) by Contractor (this is available throughout your Tenancy; an initial assessment will be undertaken). Help with the removal of excessive amounts of inorganic waste and/or large items that cannot be moved and disposed of by the tenant e.g. tyres, gas bottles and fridges. We ask that items are placed on the plot, as close as possible to the entrance. Ensure that dangerous items such as broken glass are in sturdy containers (that we can provide). Any non-organic waste that is collected in bags or containers must be easy to lift and move i.e. no more than 25KG. We may refuse items that do not meet the above requirements e.g. organic waste mixed with non-organic. To ensure the safe and timely removal of waste we will need as much information as possible about the items and the quantity, photos are helpful.

- 1.5 We won't give assistance with plot security, installation of boundaries or gates, vegetation clearance, hedge reduction, the removal of trees below 15cm diameter at chest height or the removal of organic waste. If the site has an allotment society, they may be able to give you some help, or advice, but this will vary from site to site.
- 1.6 We want everyone to be able to enjoy the allotments, and that means that in some cases we will make reasonable adjustments to meet your needs. Please tell us as much as possible about your requirements when you apply for a plot (see 'Applying for a plot'). This helps us to find a suitable plot for you (See 10.24).
- 1.7 You must live within the Sheffield City Council boundary (or not more than 1 mile outside of it) to be eligible for a plot. If you are planning to move to Sheffield, you may go on the waiting list beforehand, but you will not be able to sign up until you meet the residency criteria. If you take on a plot then move more than 1 mile outside of the City Council boundary, you will have to give up your plot.
- 1.8 You must be 18 years old before you sign up for an allotment. You may apply sooner, but if you reach the top of the waiting list before you are 18, you will not be able to take a plot on until you turn 18.
- 1.9 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. This includes those who are currently barred due to serious breach of a previous tenancy. We may not accept applications if the allotment office has substantial grounds for believing that this person has a close connection to an individual who is already excluded (e.g. they are family members who are not estranged from the applicant, known to be close associates, or are at the same address). This is not an exhaustive list, and applications will be considered on an individual basis. All individuals who have been excluded have a right to appeal against the decision (See 8.1).
- 1.10 We will not accept applications from those previous tenants who have any outstanding allotment debt e.g. rent and invoicing due to deterioration in the condition of the plot.
- 1.11 We will not accept applications from those previous tenants who failed to return site keys.
- 1.12 Correspondence with applicants will primarily be by email, so please supply a valid email address, and add the allotment office's email address ([pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk)) to your address book. It is your responsibility to inform us promptly if you change your email address or have any problems accessing your emails.
- 1.13 Every year, around October, the allotment office contacts all applicants by email asking them to check their details and confirm that they wish to remain on the list. If you do not respond, you will be removed from the list (but you do have a

right of appeal). The allotment office will not inform you if you are removed from the waiting list

- 1.14 If you are applying for a pigeon plot, please remember you are only allowed to keep pigeons on certain sites. Please state this within the additional notes when applying as we need to understand the use of the plot. We will try to match existing pigeon plots to those on the waiting list. As with all livestock you need to seek permission to keep pigeons, stating this on the application does not give you permission once an offer is made. We can defer an application for a pigeon plot if we believe it affects our ability to meet our statutory duty in providing allotments for the production of vegetables and fruit crops for consumption by a tenant or his family (See 9.33).

## **Section 2: Applying for a plot**

- 2.1 Applying for a plot, Applications for an allotment can be made online at <https://www.sheffield.gov.uk/parks-sport-recreation/allotments> by emailing [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk) or by post Allotment Office, The Centre in the Park, Guildford Avenue, Sheffield, S2 2PL.

You can only be on one waiting list at a time, and you can only be on that waiting list once (except in very limited circumstances, at the discretion of the allotment office). We accept applications from community groups, for more information (see 10.10).

- 2.2 Plot offer. Applicants are selected from a waiting list on a first come, first served basis. Once you reach the top of your chosen waiting list, you will be offered a plot by email (or post if you do not have an email address). You must contact the office within 10 working days of receipt of the offer (or 14 working days for offers sent by post), if you do not reply to the offer it can be withdrawn, if we do not receive any further correspondence within 28 working days of the initial offer, we will assume you no longer require an allotment and will remove you from the list (but you do have a right of appeal). The allotment office will not inform you if you are removed from the waiting list. Appeals must be made in writing to the allotment office [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk) for the attention of the allotment manager.

The condition of offered plots does vary, to ensure the suitability of the plot and your understanding of the current condition, it is essential that you view the plot. If you have any questions, it is important you contact the allotment officer. We will not be liable for changes in the condition of the plot between viewing and issuing of keys.

If the first plot offered to you is not suitable, you may decline it. In this instance, you must provide as much information as possible about why the plot is not suitable (you will not be offered another plot until you do this, and you can be removed from the waiting list if you don't provide this information within 14 working days). If you decline the second plot offered to you but still want a plot, you will return to the bottom of the waiting list.

### 2.3 Signing up for the plot.

If you accept a plot, you must return your acceptance form immediately after viewing the plot (along with photo ID and proof of address, and proof of concession eligibility if applicable). If you have stated that you wish to accept the plot, but your acceptance form has not been received by the office after 5 working days, you will be sent a reminder by email. If your acceptance form and other documents are not received by the office after a further 5 working days, the offer can be withdrawn, and you can be removed from the waiting list.

You will need to pay a non-refundable pro rata rent amount for your first part-year (our rental year is 1st April to 31st-March). This is calculated to the nearest whole month from the date the plot is accepted. You may also need to pay a deposit and/or admin charge for a key or keys (for the site gate(s), or car park, or in some cases the water supply) (see 10.29). You will be responsible for securing the plot itself. You will be sent a link to make this payment on receipt of your acceptance form, photo ID, proof of address and proof of concession eligibility if applicable. If you do not pay in full within 3 working days, the offer can be withdrawn.

On receipt of your payment, we will email you a link to view and sign your tenancy agreement online. You must sign within 3 working days, or the offer may be withdrawn. On receipt of payment, we cannot offer a refund if the plot is not deemed suitable, please ensure you have viewed the plot and discussed any assistance before you proceed.

Once you have signed your agreement (this is a formal legal contract between you and the Council), your tenancy commences, and you will be sent a confirmation letter and any relevant keys. You must not begin work on the plot before you have signed and returned the tenancy agreement.

Please remember, if you fail to respond to an offer or to meet the deadlines associated with signing up for a plot, you will be removed from the waiting list (but you will have a right of appeal).

## Section 3: The allotment plot

### 3.1 Commencing the Tenancy Agreement and your Responsibilities.

On completion of the tenancy agreement both signatories are bound by Allotments legislation, this dictates how allotments should be used. Our allotment tenancy agreement and additional council rules and policy apply to all tenants and all other users and visitors to those plots; it is your responsibility to read and understand those rules and policy (see 3 - 10).

Tenants who fail to keep to the tenancy agreement and rules may be given notice to put matters right, failure to do so will result in the termination of tenancy (see 6).

Please note Non cultivation within the first 3 months of tenancy (see 8.9). New tenants are given a three-month probationary period before any enforcement

action can be taken for non-use of the plot. As a minimum we (Council) would expect to see 25% of the plot cultivated. This could be, non-cropped areas mulched (see ground cover (see 9.5) or the strimming of grass and tall weeds in the no cropped area.

New tenants will be responsible for recording initial plot condition including structures by taking photographs of the plot at the time of accepting tenancy.

### 3.2 Paying the annual fees for your plot.

Our rental year runs from 1st April to 31st March. Rent will be reviewed and be set annually; due notice will be given (see 6.1, 6.2). All allotment rent is invested in the running of the service, the provision of amenities and the maintenance of sites. You (tenant) will be charged rent, plus a water charge if your site has a water supply. The water supply is switched on from roughly April to November. The water charge is payable by all tenants on a site with a supply, regardless of when in the year they sign up and whether they use the water supply.

The tenancy agreement does not require the Council to send invoices, you should receive a bill for the amounts due, which will include instructions as to how to make payments. Please note that you don't receive an invoice, you are still responsible for the rent payment.

There are a range of ways to pay. You are responsible for paying your rent promptly on receipt of your invoice, whatever payment method you choose. If you opt to pay by direct debit, you are responsible for checking that your payments are deducted from your bank or building society account.

If you would struggle to pay your rent in full immediately, it is vital that you contact us (Council) promptly on receipt of your invoice. There may be options we can offer you that will help.

Concessions are available to certain groups of people (the policy changes from time to time. You will have been given information when you signed up and the current criteria are available on our website), we will not backdate a concession claim. If you wish to claim a concession, you must submit evidence of a relevant and dated document to the Allotment office, it is your responsibility to claim it at the start of the tenancy, and then again, each year during the annual concession claim window (unless your concession is age related, your circumstance change at any other time during the tenancy e.g. award of or change to DWP benefits).

If you fail to claim your concession in the required claim window, you are liable for the full rent. You can only claim one concession on your plot, and you can only claim a concession on one plot (unless you are an eligible community group).

Payment of Allotment rent follows the Sheffield City Council standard payment policy. If you fail to pay your rent invoice promptly, Sheffield City Council's standard debt recovery practices can be followed - the invoice will be sent to an

external debt agency to collect on Sheffield City Council's behalf [Pay your enforcement debt | Sheffield City Council](#). You will also be denied entry to the annual allotment competition.

In addition to the Sheffield City Council standard payment policy, if you fail to pay within 40 days of rent invoice date, you will be issued a rent 'Notice to Quit'. If you receive a 'Rent Notice to quit' you may be able to keep the plot, to keep the plot you must appeal against it (within 14 days of the issued date). Your appeal should be addressed to [pwcallotments@sheffield.gov.uk](mailto:pwcallotments@sheffield.gov.uk) if your appeal is successful, you must clear all your arrears during the 1 month Notice period. However, if you receive 3 'Notices to Quit' for non-payment during the course of your tenancy, the 3rd Notice will stand, even if payment is made during the Notice period (but you do have the opportunity to appeal if there are exceptional circumstances you would like us to consider).

If you are currently in arrears or defaulting on agreed payment plans and Direct Debit instalments this will result in the issuing of a rent 'Notice to Quit' and Sheffield City Council's standard debt recovery practices can be followed (see 10.33).

If your tenancy is terminated via a Notice to Quit for non-payment of rent, you will not be permitted to apply for another plot for a period of one year, and furthermore, all arrears must be cleared before any application will be accepted. If you are already on a waiting list when your tenancy is terminated, you will be removed.

### 3.3 Annual correspondence.

Every year, we will send you a formal letter/email, which gives you notice of the rent for your plot for the following year, information on the concession window, other matters relating to payment, our rules and a more general newsletter. This will usually be sent in January, but it may be slightly earlier or later (See 1.12, 6.1).

### 3.4 Ending your Tenancy.

If you wish to end your tenancy, the named tenant must do so in writing (by letter or email) to the Allotments office, Sheffield City Council. Confirming the date you wish to end your tenancy. You remain the legal tenant of the plot and liable for all charges until we receive written confirmation that you wish to end your tenancy. We do not have to refund any portion of your rent. If you subsequently change your mind about ending the tenancy, only the council can reinstate the tenancy at its discretion.

All your possessions must be removed before the end of your tenancy. It may be possible to leave useful items to the next tenant such as tools, sheds, greenhouses, but you must let us know first.

We can recover compensation (cost) from the tenant upon termination of the tenancy for any deterioration caused by a failure to maintain the condition of the plot, this includes structures and cultivation, also see 10.33 Payment of

Invoices. To prevent a recharge (Council recover compensation) you must not leave rubbish on your plot, structures should not pose a risk to health and safety and your plot must be cultivated. If you are concerned about any potential recharges, please contact us so we can identify those issues that may need rectifying.

You will not be allowed to apply for a plot in the future if we do not have a record of your returned key. All keys must be returned to the Council within 14 days of the termination of tenancy, failure to do so will result in the loss of any key deposit placed.

#### **Section 4: Allotment Rules**

- 4.1 The statutory provision of Local Authority Allotments is primarily legislated by the Allotments Acts 1908 -1950 which provide the framework for the provision and governance of our estate and tenancy agreements. On completion of the tenancy agreement both signatories are bound by Allotments legislation, The current legislation and Tenancy Agreement ensure we follow good practice. Applying our rules consistently for the benefit of Sheffield City Council, tenants and Sheffield's wider communities.
- 4.2 In addition to the Allotment Acts, Section 29 and 30 (After 1<sup>st</sup> April 2027), Sections 23 and 24 (Before 1<sup>st</sup> April 2027) of our tenancy agreement gives the council the ability to enforce additional policy, regulations and conditions which fall outside of the agreement itself. These have been developed over the years in consultation with Allotment Advisory Group and try to strike a balance between allowing people freedom to work their plot whilst ensuring they do not infringe on the rights, use and enjoyment of other allotment holders, the management of the allotment estate and Sheffield's wider communities. Our (council) rules may be updated, amended and/or replaced, prior to implementation, notice will be given. Failure on the part of the council to enforce any of the rules cannot be seen as a waiver of that rule and does not in any way remove the council's ability to enforce the rule again in the future

#### **Section 5: Inspections**

- 5.1 Allotments are places where food production is the primary aim. For the benefit of current tenants, people on the waiting list and the wider environment we regularly inspect sites and plots to ensure that they are cultivated, maintained and used for this purpose. Cultivation requires the tenant to regularly dig or mulch, prune and weed. We ensure consistency and compliance with our tenancy agreements and rules. When rules are broken, we will start the enforcement process.
- 5.2 In addition to ad hoc site visits, 2 full inspections take place each year. The first is in the mid spring. The second takes place in mid-autumn. We recognise that many people are less active on their plots at this time, but we will still be looking to see preparations in readiness for the next growing season.

- 5.3 We also use inspections to check people are maintaining their hedges and making general observations on the structures and general tidiness of plots. As the daylight becomes more limited and the weather gets worse, we can give a longer improvement period than the usual 1 calendar month. Undertaking hedge maintenance, keeping your plot tidy and making obvious attempts to use the plot will ensure that we will not need to contact you regarding the use of the plot.

## **Section 6: Notices, enforcement and appeals**

- 6.1 All Notices to be served by the council on the tenant can be issued electronically (email), by postal delivery service (first or second class), left on the plot or entrance, served on the tenant personally or a combination. It is the responsibility of the tenant to ensure up to date contact details including email and postal addresses.

Incorrect email, home addresses or not accessing your plot will not be accepted as reason for non-receipt of correspondence and will be treated as properly served and the Notices will stand.

- 6.3 You have the option to receive communication via postal service (electronic opt-out) and this forms part of your tenancy agreement. We strongly advise not to opt out, as email correspondence ensures communications and notices are received more quickly.
- 6.3 If you receive a 'Notice', you will have the opportunity to appeal against it (within 10 working days of the issued date). Your appeal should be addressed to [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk) and should make the council aware of any special/mitigating circumstances relating to reason for the notice. Any information gathered will be dealt with confidentially and each instance will be dealt with on an individual basis.

The appeal will be considered by the Allotments Manager (or by the Countryside Service Manager if the Notice was issued by the Allotments Manager) We will also consider previous records about the tenancy.

Where the appeal is subject to a Non-Serious Breach of Tenancy Stage 2 Improvement Notice (IN) or a Serious Breach of Tenancy Notice to Quit (NTQ) The plot holder will retain ownership of the plot whilst the appeal is being considered. There are three options for the council to consider: 1) Uphold the termination. 2) Re-instate the plot holder with a probationary period, any further breach can result in immediate termination with no right of appeal. 3) Re-instate the plot holder with no probation.

If you are not satisfied with the response, please follow the Sheffield City Council complaints procedure <https://www.sheffield.gov.uk/your-city-council/complain-about-council-service> or by contacting the complaints team

Telephone 0114 273 4567 Write to: Customer Services, Sheffield City Council, Town Hall, Pinstone Street, Sheffield, S1 2HH

## **Section 7: Enforcement Stages for Breach of Your Tenancy/Rules**

### **7.1 Stage 1 - Improvement Notice (See 9.2 to 9.40).**

If we find your plot is not being worked (cultivated) to its full productive potential or you are breaking another rule that is capable of remedy (see 9.0 to 9.40), we can issue a written 'Improvement Notice'. Ensure you read the notice as it will have identified the issue, you will need resolve the issue - such as asking you to tidy up, improve your plot or put things right. You will have 1 Calendar month to comply with the notice.

If you receive an 'Improvement Notice', you will have the opportunity to appeal against it. If you wish to appeal this notice and you have a genuine reason why you can't work your plot, then you must contact the issuing officer within 10 working days of the issued date of the notice. We will ask for agreement on an action plan, that remedies the reason for the notice.

In exceptional (extenuating) circumstances, such as a medical condition or family bereavement, extra time will be considered. However, it is not permitted for tenants with extenuating circumstances to leave their plot overgrown with weeds that are likely to cause nuisance to neighbouring tenants, it is your responsibility to engage support to prevent such issues. Any such plots will be considered in breach of tenancy and subject to the enforcement process. We would ask you to appoint a co-worker or engage the services of a contractor or speak to the office about the option of downsizing to a half plot.

We will visit your plot approximately 1 Calendar month after sending the 'Improvement Notice' if the plot has improved significantly, the issue has been put right, or you have been in contact with us and agreed an action plan, no further action will be taken. If you have not met the conditions of the 'Improvement Notice' we will then proceed to stage 2 and a termination letter 'Notice to Quit' will be issued.

If your allotment plot becomes untidy, or a similar problem occurs again within 12 months of the initial notice, or you have received 2 notices in a 2-year period, no 'Improvement Notice' will be sent, and we can go straight to stage 2 (Notice to Quit)

Where the council identifies a deterioration in the condition of the plot, caused by failure to maintain the plot or site in accordance with our rules, the council has the right to undertake the requirement of the notice. We will give notice of the council's intention to undertake work. On completion of the work by our approved contractor, the council can recover compensation (the cost) by invoice to the tenant. Failure to pay for costs within 1 Calendar month will result in tenancy termination, also see 10.33 Payment of Invoices.

## 7.2 Stage 2 –Notice to Quit.

If your plot has not improved significantly or rule breaking has not been corrected and you have not been in contact with us to discuss the issue and agreed an action plan, we can issue a termination letter 'Notice to Quit' eviction notice (stage 2)

The 'Notice to Quit' means the eviction process has commenced and you will have to leave your plot. The notice will give you 1 Calendar month to clear any personal items off your plot, this includes materials, structures, crops, rubbish and/or you take restorative action as indicated in the 'Notice to Quit' at your own cost. If you receive an eviction notice, we do not have to refund any portion of your rent. It may be possible to leave useful items to the next tenant such as tools, sheds, greenhouses. But you must let us know first.

Where the council identifies a deterioration in the condition of the plot, caused by failure to maintain the plot or site in accordance with our rules, the council has the right to undertake the requirement of the notice. We will give notice of the council's intention to undertake work. On completion of the work by our approved contractor, the council can recover compensation (the cost) by invoice to the named person on the notice. Failure to pay for costs within 1 Calendar month will result in tenancy termination, also see 10.33 Payment of Invoices

If you receive a 'Notice to Quit', you will have the opportunity to appeal against it (within 10 working days of the issued date). Your appeal should be addressed to [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk) (See Appeals process)

If you have successfully appealed a 'Notice to Quit' and subsequently issued a second 'Notice to Quit', you have no right of appeal, and your tenancy can be terminated. If your tenancy has been terminated, we do not have to have to refund any portion of your rent.

On termination of the tenancy, we will enact Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, if personal possessions are not recovered by 1 Calendar month from the date of this 'Termination of Tenancy', they will become the property of Sheffield City Council and will be disposed of.

After this notice period you will no longer have a right to enter the site or cultivate the plot. You will not be allowed to apply for a plot in the future if we do not have record of your returned key. All keys must be returned to the Council within 14 days of the termination of tenancy, failure to do so will result in the loss of any key deposit placed.

## 7.3 Stage 3 Notice of Re-entry Termination of Tenancy.

Subject to no appeal or an unsuccessful appeal or a second 'Notice to Quit', a 'Notice of Re-entry, Termination of Tenancy' will be issued. Please do not wait until you receive a termination of tenancy as it is too late at this point, the

Council will then have regained possession of this plot and all items which remain on it.

As you no longer have a right to enter the site if you need to make a special arrangement with the Council to enter the plot to remove your possessions.

Where the council identifies a deterioration in the condition of the plot, caused by failure to maintain the plot or site in accordance with our rules, the council has the right to undertake the requirement of the notice. We will give notice of the council's intention to undertake work. On completion of the work by our approved contractor, the council can recover compensation (the cost) by invoice to the named person on the notice, also see 10.33 Payment of Invoices

If you have been evicted from a plot for non-serious breach of Tenancy (Improvement notice, IN) e.g. non-cultivation, hedge maintenance, accumulation of rubbish, shed size, we do not have to refund any portion of your rent. You will be excluded from applying for a plot again for a minimum period of 1 year following the termination of tenancy.

You will also be excluded for applying for a plot if you fail to return your site key to the allotment office. All keys must be returned to the Council within 14 days of the termination of tenancy, failure to do so will result in the loss of any key deposit placed.

## **Section 8: Serious Breach of Tenancy NTQ's**

- 8.1 Serious breach of your tenancy (See 8.2 - 8.9). Where a serious breach of your tenancy has occurred and we deem it to be not capable of remedy, we will collate (but are not restricted to) written evidence submitted, witness statements, complaints received, physical evidence on site, police statements, recorded interviews, photographs etc. Any complaints of witness statements can only be accepted in writing signed by the plot holder making the allegations. During this period of investigation, we can suspend your tenancy and deny you access to the site and plot. Following the full investigation, if deemed appropriate an immediate Stage 2 'Notice to Quit' (NTQ) can be issued by the Council, progressing to Stage 3 Notice of Re-entry, Termination of Tenancy (See Stage 2, Notice to Quit for further details 7.2).

If your tenancy is terminated via a Notice to Quit relating to a serious breach of your tenancy, Sheffield City Council has a duty to protect our site users, assets and prevent similar breaches of tenancy. You can be banned from re-applying for a period to be determined by current sentencing guidelines. To determine the length of the ban, we will consider the severity of the breach of tenancy, harm caused, previous history, personal circumstances and any rehabilitation or restorative steps undertaken by the individual. You will also be excluded for applying for a plot if you fail to return your site key to the allotment office. All keys must be returned to the Council within 10 working days of the termination of tenancy, failure to do so will result in the loss of any key deposit placed.

The allotment office can also serve 'Notice to Quit' to tenants if it has substantial grounds in believing they have a close connection to an individual who is already excluded or issued a 'Notice to Quit' (e.g. they are family members who are not estranged from the applicant, known to be close associates, or are at the same address).

- 8.2 Non-payment of rent within 40 days of invoice date (see 3.2). Please contact the office if you are struggling to pay.

In Addition to rule NTQ1, payment of Allotment rent follows the Sheffield City Council standard payment policy. If you fail to pay your rent promptly Sheffield City Council's standard debt recovery practices may be followed.

- 8.2.1 Action taken. Sheffield City Council's standard debt recovery practices can be followed. The invoice will be sent to an external debt agency to collect on behalf of the council. If you are more than 40 days late in paying your Rent, you will be Issued a Rent NTQ. You may be allowed to keep your plot. A 3rd occurrence of payment beyond the 40 days will result in NTQ with no right of appeal. You will not be allowed to apply for a plot until the debit has cleared.

- 8.3 Allowing, committing or using the site or plot for any illegal, criminal or immoral act, -

e.g. Fly tipping, disposal, storage or use of banned toxins, or hazardous waste or the use prohibited chemicals Environmental Protection Act 1990, growing plants which produce an illegal substance, growing invasive species in, handling of or the processing of stolen property, or the commission of any criminal offence.

- 8.3.1 Action Taken. Issued NTQ. Instruction to restore the damage and remove materials at own cost or charged for restoration and removal by the council, also see 10.33 Payment of Invoices. Possible prosecution.

- 8.4 Sub-letting or selling any part of the allotment plot. The named plot holder must not make financially gain from subletting or selling the plot.

- 8.4.1 Action Taken. Issued NTQ.

- 8.5 Business use or trading from the site/plot or selling produce. No trade, profession or business, or commerce-related activity, such as storing goods (See 10.20).

- 8.5.1 Action Taken, Issued NTQ.

- 8.6 Activities which may cause significant harm to human or animal health or to the environment. Including the inappropriate disposal of animal and pigeon waste Environmental Protection Act 1990

<https://www.legislation.gov.uk/ukpga/1990/43/contents>

All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA and covered by the Animal Welfare Act 2006 <https://www.legislation.gov.uk/ukpga/2006/45/contents> Under the Act it is a criminal offence to cause unnecessary suffering to an animal. (see additional notes on livestock)

All livestock must have access to natural light, daytime access to suitable feed and clean water. Animal feed should be stored in rat-proof containers, and suitable feeders must be used. Livestock must be tended to at least once a day. It is your responsibility to dispose of any deceased livestock appropriately. If you are no longer able to care for your livestock, it is your responsibility to re-home them appropriately. Any livestock found abandoned, mistreated or neglected on the allotments may be re-homed via a suitable charity. You need to ask the allotment office permission to keep livestock, and we withhold the right to withdraw permissions to keep livestock. (See supplementary rules for livestock and 9.33 to 9.35).

8.6.1 Action taken, Issued NTQ. Instruction to restore the damage and remove materials at own cost or charged for restoration and removal by the council, also see 10.33 Payment of Invoices. Possible prosecution.

8.7 Prohibited to carry and use firearms/weapons on council estate.

No person is permitted to carry or discharge any firearm or crossbow e.g. pneumatic air guns, air soft gun, air rifles, BB Guns.

8.7.1 Action taken, Issued NTQ. Possible prosecution.

8.7.2 Persecution of wildlife is prohibited.

8.8 Snares, Larson traps etc. are forbidden (see 8.6).

8.8.1 Action Taken, Issued NTQ. Possible prosecution Wildlife and Countryside Act 1981 <https://www.legislation.gov.uk/ukpga/1981/69>

8.9 Non cultivation within the first 3 months of tenancy. As a minimum we would expect to see 25% of the plot cultivated on conclusion of the first 3 months of a tenancy.

8.9.1 Action taken, Issued NTQ, Charged by the council for restoration of plot to prior condition, also see 10.33 Payment of Invoices.

## **Section 9: Non-Serious Breach of Tenancy Improvement Notice/Advisory Notice**

9.1 The following Rules will result in a Stage 1 'Improvement Notice', (see 9.2 - 9.40) the improvement notice will identify the issue and request you comply with the recommendation within 1 month of the Notice.

Each case will be investigated; the types of evidence we look at include (but are not restricted to) written evidence, witness statements, complaints, physical evidence on site, police statements, recorded interviews, photographs etc.

Witness statements will only be accepted in where they are signed by the person making the allegations.

If you have any worries or concerns over other people's actions or conduct, then please get in touch with the allotment office.

Although all the below carry a warning there may be cases where they are extreme enough for us to go straight to an immediate 'Notice to Quit'. You will be kept informed of any decision we make and the reasons for it.

## 9.2 Cultivation of the plot

75% of your plot must be cultivated (see 5.1) or be in the process of cultivation for the recreational purpose of growing and harvesting produce (fruit and vegetable) this does not include fruit trees or plants/herbs grown for medicinal properties e.g. Nettles.

The remaining 25% area must look maintained, be cut down and free from weeds setting seed. This area (25%) may include a Shed (see 9.11), livestock, compost heaps, herb beds, fruit plants/bushes, vines and fruit trees on a dwarf or semi-dwarf rootstock, recreational areas, flowers and grass Lawn, small pond (not more than 0.50metre deep with surface area of 1.5 m2), hard landscaping (inc. paths) (they may be dispersed across the plot. We also require that areas within and under fruit trees are maintained or ground level crops grown (see 9.6).

9.2.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we will issue Stage 2 'Notice to Quit' (NTQ). If you receive 2 improvement notices within 2 years you can be asked to reduce the size of your plot to a more manageable half size plot.

9.3 An area that is cleared annually of weeds yet remains uncropped or unplanted during any one year will be considered as non-cultivated. We accept that areas may lay fallow for disease control but still expect to observe weed control. If an area is fallow for soil conditioning, we would expect to observe planting with legume or similar.

9.3.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

## 9.4 Greenhouse's/Glasshouses/ Poly Tunnels.

(Sheds are included in the 25% non-cultivation and advise can be found in 9.11). Greenhouses(glasshouses) and polytunnels that are well maintained and cultivated are included in the 75% cultivation (see 9.2).

Structures on allotments are subject to planning law, there are no Permitted Development Rights. However, we accept that structures related to cultivation are helpful. You are welcome to build Greenhouse's/Glasshouses/ Poly Tunnels within the following constraints.

The construction of a type that is non-permanent, easily maintained, dismantled and removed. We do not allow concrete bases. We do not permit any new structures made of brick/stone/concrete. u'pvc frames must not be used.

Greenhouse's/Glasshouses must utilise rain harvesting.

On plots larger than 150 m<sup>2</sup> Greenhouse(glasshouse) must not exceed 2.4 metres by 3 metres (7.2 m<sup>2</sup>) and no higher than 2.5 metres.

On plots smaller than 150m<sup>2</sup>, the maximum size for a Greenhouse(glasshouse) will be 2.4 metres x 1.8 metres (4.3 m<sup>2</sup>) and no higher than 2.5 metres

In addition to a Greenhouse(glasshouse), you are also permitted to have a poly tunnel, the size of the poly tunnel must cover no more than 15% of the plot size.

In the absence of Greenhouses (glasshouses), you are permitted to have a poly tunnel no more than 20% of you plot size.

You must seek permission for additional structures, greenhouses (glasshouses) and polytunnels.

Where a greenhouse or polytunnel was in situ at the start of the tenancy and the condition deteriorates during your tenancy, you may be asked to restore or remove the structure at your own cost, or you can be charged for removal by the council.

On conclusion of the tenancy, we may ask you to remove the structure, and the plot restored to its prior condition.

Any Greenhouse's/Glasshouses/ Poly Tunnels without permission or not within agreed permissions may be considered a breach of tenancy.

9.41 Action taken, Improvement notice. We will consult with you and agree time scale for improvements. If your structure causes concern in terms of size, condition or another reason you may be asked to remove or reduce the structure at your own cost or you may be charged for removal by the council, also see 10.33 Payment of Invoices. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.5 Weed suppression, ground cover and manures.

Covering some of your plot with weed matting or similar is acceptable during November to February but will not count towards your 75% cultivation at any other time of the year. You are not allowed to use non-biodegradable ground covers such as carpets, linoleum, artificial grass, or similar on allotment plots. We permit the use of biodegradable weed control membrane, mulch or cardboard.

If you arrange for large quantities of wood chip/manure to be delivered to site for use on your plot, it is essential that you notify the allotment office. Failure to notify and/or piles that remain in communal areas for more than 1 day will be reported as fly tip (see 8.3). You are responsible for biosecurity, ensure that the

organic matter such as wood chip and manures do not contain invasive species or risk bio security.

9.5.1 Action taken, Improvement Notice. Instruction to remove covering. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.6 Fruit trees, trees and ornamental trees.

Except for native and privet hedging, you are not permitted to plant any trees other than fruit trees on your plot.

Fruit plants/bushes and fruit trees on a dwarf or semi-dwarf rootstock can be grown on up to 25% of the total area. This does count towards your 75% cultivation. We also require that areas within and under fruit trees are maintained. Fruit trees must not exceed 2.5 meters in height.

You must not allow any self-seed tree that does not produce edible fruits for human consumption to grow on your plot.

In addition to invasive species, you should not plant or grow Bamboo, all types of willow, Blackthorne, Cherry Laurel and conifers. 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 plot (see 10.15).

9.6.1 Action taken, Improvement notice. You will be asked to undertake the maintenance at your own cost, or you can be charged by the council when we undertake the work, also see 10.33 Payment of Invoices. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.7 Hedges and fences.

You must ensure hedges and fences are the appropriate size and well maintained. Hedges, fences and gates between plots and within secure sites (i.e. with gates, and perimeter fences/hedges) must be maintained to not more than 1.5 metre, and not less than 1.2 metre. If your site is not secure, or your hedge is at the perimeter of the site, this hedge must be maintained to not more than 1.8 metre and not less than 1.2 metre. To prevent narrowing of lanes, plot hedges facing the lane must also be maintained, the width of the hedge must not hinder the movement of pedestrians or vehicles. If the hedge is not shared you are also responsible for the external side e.g. communal area, footpaths, highways. Ensure that any cuttings/arising are removed, they represent a hazard to the site users (see 10.12).

9.7.1 Action taken, Improvement notice. You will be asked to undertake the maintenance at your own cost, or you can be charged by the council when we undertake the work, also see 10.33 Payment of Invoices. We do not accept any liability for any damage caused to belongings/structures in the process of cutting or flailing hedges if the belongings/structures were concealed due to the hedge being overgrown or placed directly in the line of the hedge. Re-inspection is at the discretion of the allotment officer. For minor maintenance

we expect work to be undertaken within 1 Calendar month. Failure to comply can result in Notice to Quit (NTQ).

- 9.8 You must seek permission to install, replace, repair or change a boundary hedge, fence or feature Including plot entrances.

Boundary structures should be in keeping with that of the site. We ask that you discuss your plans with us first. The use of dangerous fencing materials or anything capable of causing significant harm to people or livestock may not be used. Barbed/razor wire, spikes or electric wire is not permitted, and we will enforce its removal. Please remember your responsibility to other site users' health and safety.

- 9.8.1 Action taken, Improvement notice. For features not deemed suitable, you will be asked to remove or modify at your own cost, or you can be charged by the Council when we undertake the work, also see 10.33 Payment of Invoices. Re inspect after 1 Calendar month. If the requirements of the notice has not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

- 9.9 All paths and lanes shared immediately outside the plot are neatly maintained.

You must ensure that the grass cut and free of weeds and rubbish to half their width when shared and full width when not shared. Ensure vegetation is no taller 15cm and any cuttings/arising are removed, they represent a hazard to the site users.

- 9.9.1 Action taken, Improvement notice. You will be asked to undertake the maintenance, or you can be charged by the Council when we undertake the work, also see 10.33 Payment of Invoices. Re inspect after 1 Calendar month. If the requirements of the notice has not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

- 9.10 Plot Paths.

You must ensure plot paths are neatly maintained, grass cut and free of weeds and rubbish. (These are included in the 25% non-cultivation)

- 9.10.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice has not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

- 9.11 Structures - Sheds and shelter for livestock.

See additional notes for pigeon lofts, see 9.33. (These are included in the 25% non-cultivation). Structures on allotments are subject to planning law, there are no permitted development rights. However, we accept that structures related to cultivation are helpful. You do not need to seek permission from the allotment office for the first structure. They should be in good condition and the primary use will serve in the processes related to the cultivation of produce, or keeping livestock.

On plots more than 150 m<sup>2</sup> they must not exceed 2.4 metres by 3 metres (7.2 m<sup>2</sup>) and no higher than 2.5 metres.

On plots smaller than 150 m<sup>2</sup>, the maximum size for a shed will be 2.4 metres x 1.8 metres (4.3 m<sup>2</sup>) and no higher than 2.5 metres.

The construction must be of a type that is non-permanent, easily maintained, dismantled and removed. We do not allow concrete bases or footings. We do not permit any new structures made of brick/stone/concrete. u'pvc frames are not allowed.

All sheds must utilise rain harvesting and be stained/painted brown or green.

On conclusion of the tenancy, we can ask you to remove the structure.

Any buildings/structures erected without permission or not within agreed permissions can risk a breach of tenancy.

9.11.1 Action taken, Improvement notice. If your structure causes concern in terms of size, or another reason you can be asked to repair, remove or reduce the structure at your own cost or you can be charged for removal by the council, also see 10.33 Payment of Invoices. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in Stage 2 'Notice to Quit' (NTQ).

9.12 Structures or fixtures not for the purpose of cultivation or keeping livestock.

No permission is given to structures or fixtures not for the purpose of cultivation, or the keeping of livestock. This includes but is not limited to treehouses, tents other than temporary shades, caravans or mobile units, summer houses/office space.

9.12.1 Action taken, Improvement notice. If your structure causes concern or another reason you can be asked to remove/modify the structure at your own cost or you can be charged for removal by the council, also see 10.33, Failure to pay invoice. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in Stage 2 'Notice to Quit' (NTQ).

9.13 Using the allotment plot or allotment site for any other purpose than allotment-gardening. e.g. storage or bringing on of green waste, rubbish or inorganic material e.g. scrap metal, gas bottles, rubbish, household furniture, carpets u'pvc frames, gas bottles, fridges, plastic pallets.

You must not bring tyres on to your plot, they are not to be used for planters (See 8.3 to 8.5, 10.23).

9.13.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.14 You or visitors are not allowed to use the plot for residential or overnight stays.

This includes overnight erection of tents, yurts and other temporary structures. Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.

9.14.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.15 Play equipment.

Play equipment is NOT allowed on plots. This includes but is not limited to paddling pools, trampolines, slides, swings, climbing frames, playhouse and sand pits.

9.15.1 Action taken, Improvement notice. you will be asked to remove the play equipment at your own cost, or you can be charged for removal by the council, also see 10.33 Payment of Invoices. Re inspection after 1 Calendar month. Failure to comply will result in 'Notice to Quit' (NTQ).

#### 9.16 Burning/Fires.

You are only permitted to burn and use of stoves between 1st October and 30th April. (Subject to changes in legislation).

You can only burn organic plant material that originates from your plot during the previous growing seasons. You are not permitted to burn non-organic waste.

You are not allowed to have bonfires that are on open ground or not contained within an incinerator or similar.

You must not cause a nuisance as defined in the Environmental Protection Act 1990 <https://www.legislation.gov.uk/ukpga/1990/43/contents>

We will consider nuisance to be excessive and regular fire smoke. You must not leave a fire unattended. Fire pits and permanent and/or Large BBQs are not allowed (see 10.13).

9.16.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice, to Quit' (NTQ).

#### 9.17 Dogs.

You can bring your dog on site. You must not let your dog cause nuisance or foul paths or plots. Dog waste must be collected and disposed of appropriately. Dogs must be on a lead in communal areas and not stray. Dogs must not be left unattended on plots.

9.17.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.18 You are not allowed to keep livestock/animals on your plot such as cockerels, turkeys, ducks, parrots, pigs, sheep, goats, unattended dogs or horses on allotment plots.

You are only allowed, subject to officer permission, Bees, 6 Hens, 2 Rabbits, along with pigeons on selected sites (See supplementary rules for livestock 9.33 to 9.35).

9.18.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.19 Tampering, modifying or damaging of any communal resource or Council property.

e.g. water supply and access controls, Manor pigeon lofts. You must not excavate near to or alter any boundary features e.g. walls without first obtaining permission from us.

9.2.1 Action taken, Improvement notice. you will be asked to correct the issue at your own cost, or you may be charged by if the council undertakes the work. Re inspection after 1 Calendar month. Failure to comply will result in 'Notice to Quit' (NTQ).

9.20 Use of water.

You must be present on your plot when connected to the water supply, it is not permissible to use a hosepipe connected to standpipe or ground tap to directly water your plot. You may use a hosepipe to fill water butts. You must not use automated water devices, sprinkler system or other water spraying devices. Hose pipes must be disconnected from taps when not in use. You must ONLY use the supply for watering produce and tending to livestock kept on your plot. It must not be used to fill paddling pools, or wash vehicles (see 10.19)

9.20.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.21 Water Butts.

Water butts are used and covered.

9.21.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.22 Plot Number.

You must have you plot number visible at your plot entrance.

9.22.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.23 Flags.

It is not permissible to put a flag up on the allotments.

9.23.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.24 Personal conduct.

You must not cause a nuisance or permit any form of harassment or violence to other plot holders, visitors, council officials, contractors or neighbouring householders, be it physical or verbal; this applies to social media and emails—this could include inappropriate or racist language, threats, getting drunk, playing loud music(amplified), smoking illegal substances, excessive lighting (light pollution), use of fireworks. Verbal abuse includes making threats and the use of any discriminatory comments based on race, sex, gender, sexual orientation, religion or any other protected characteristics.

9.24.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ). Where cases are deemed extreme, we can issue an immediate Stage 2 'Notice to Quit' (NTQ) (see section 8)

#### 9.25 Driving within site and parking.

You must not exceed 5 miles per hour, do not obstruct allotment gates. You must not park in the site lanes unless there is space for you to do so without causing an obstruction to other tenants. You may park outside your plot for a short time whilst loading/unloading your vehicle but be prepared to move if others need access (see 10.32).

9.25.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.26 You have no right of access to other plots and produce and property within those plots, this includes vacant plots.

9.26.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.27 Site gates and padlocks.

If your site has gates, you must close/lock them. if you are holding gates open, check they have their own key and have legitimate access (see 8.3, 9.24, 9.28).

If they are already open/unlocked when you pass, it is your responsibility to close/lock them.

9.27.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.28 Site keys.

Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site. You are responsible for your site key and that of your co-worker's key, you should not allow persons unknown to you or non-key holders to access sites (see 9.27).

9.28.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.29 Drones.

You must not use/operate a drone from and on any of our Sheffield City Council estate including allotments without permission. Permission is only granted in exceptional circumstances.

9.29.1 Action taken, Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.30 Solar panels.

Solar panels are permitted on plots where permitted by planning legislation; to generate energy for you to use on your plot (you must not generate energy on your plot to sell to other tenants or the National Grid). You can have small panels that are for personal items.

Action taken, Improvement notice. If your structure/panels cause concern or another reason, you can be asked to remove or modify at your own cost or you can be charged for removal by the council, also see 10.33 Payment of Invoices.

9.30.1 Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in 'Notice to Quit' (NTQ).

#### 9.31 Excavations and re profiling of ground.

You are not allowed to make major changes to the existing topography of the plot. This not only effects land stability but changes soil structure and reduces available plant nutrients. Without the permission of the allotment office, you are not allowed to use heavy plant/machinery e.g. mini diggers and excavators.

9.31.1 Action taken, Improvement notice. If your works causes concern or another reason you can be asked to remove modify or restore your own cost or you can be charged for restoration by the council, also see 10.33 Payment of Invoices. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in 'Notice to Quit' (NTQ).

#### 9.32 Bird Feeders including livestock.

All bird feeders must be of a type that prevents dispersal of seed onto the ground and limits vermin such as rats.

9.32.1 Action taken, Improvement notice. Re inspect after 1 Calendar month. If the requirements of the notice have not be met, we can issue Stage 2 'Notice to Quit' (NTQ).

#### 9.33 Supplementary Policy for Pigeons.

(See also 9.11 Structures - Sheds and shelter for livestock). Pigeon keeping is permitted on designated sites/plots and permission must be given in writing from the allotment office. Before we give permission, we will need to see proof

that you (not including co-worker) have membership of The Royal Pigeon Racing Association, <https://www.rpra.org/> or equivalent. Membership ensures that the highest welfare standards are met. Evidence of which will need to be provided annually to the allotment office.

Except for the requirement to cultivate 75% of your plot, all other rules are applicable. Pigeons must be on your plot year-round.

On some plots (Manor) an additional charge is payable, for use of a pigeon hut/loft provided by the Allotment Office. The tenants of such plots are responsible for maintenance of such structures. You must not alter or make adaptations to the structure without prior permission. If we deem the pigeon huts to be no longer fit for purpose/unsafe structure, we can remove them. If they are not replaced, the additional charge will be removed from your plot.

All birds must be registered with DEFRA Register as a keeper of less than 50 poultry or other captive birds - <https://www.gov.uk/guidance/register-as-a-keeper-of-less-than-50-poultry-or-other-captive-birds>

You do not need to seek permission from the allotment office for the first structure. Structures on allotments are subject to planning law, there are no Permitted Development Rights.

They should be in good condition and the primary use will serve in the processes related to the cultivation of produce, or keeping livestock. They must not exceed 2.4 metres by 3 metres (7.2 m<sup>2</sup>) and no higher than 2.5 metres. Pigeon lofts/structures should not cover more than 50% of plots area. The construction should be of a type that is non-permanent, easily maintained, dismantled and removed. We do not allow concrete bases or footings. We do not permit any new structures made of brick/stone/concrete. They must provide adequate natural light and water readily available.

If your structure causes concern in terms of size, condition or another reason you can be asked to remove or reduce the structure at your own cost or you may be charged for removal by the council, also see 10.33 Payment of Invoices. Please contact us to discuss permissions prior to construction.

On conclusion of the tenancy, we can ask you to restore the plot to its prior condition, including the removal of structures. This will be at your own cost, or you can be charged for removal by the council (see 9.11, 10.14).

9.33.1 Action taken, Improvement notice. Re inspect after 1 Calendar month or If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.34 Supplementary Policy for Poultry and Rabbits.

(See also 8.11 Structures - Sheds and shelter for livestock). We allow tenants to keep up to 6 hens (no cockerels) and/or two rabbits. Permission must be given in writing from the allotment office first. All birds must be registered with DEFRA Register as a keeper of less than 50 poultry or other captive birds -

<https://www.gov.uk/guidance/register-as-a-keeper-of-less-than-50-poultry-or-other-captive-birds>

For hens to live happy and healthy lives you need to commit to daily care. Tenants must observe good hygiene, husbandry and animal welfare standards. All livestock must be kept in suitable housing (fox/rat proof). Floor space inside the house – minimum of 30 cm<sup>2</sup> per bird. Perch space – minimum of 25 cm per bird. You also need to provide an outside run. Caged birds need minimum of 1m<sup>2</sup> per bird. If you adopt ex free-range hens, they will need a minimum of 2 m<sup>2</sup> per bird, plus the ability to free range each day. Where the run is of a minimum size you will need to move it frequently onto a fresh area of lawn. Livestock must be given sufficient space to move freely and to follow their normal patterns of behaviour. An example of this would be providing chickens with enough space to scratch the ground, peck for food and dust bathe. Livestock must not be kept in continuously muddy conditions which can cause ill-health or discomfort (see 8.6).

All bird feeders must be of a type that prevents dispersal of seed onto the ground and limits vermin such as rats.

9.34.1 Action taken, Improvement notice. Re inspect after 1 Calendar month or If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.35 Supplementary Policy for Beekeeping.

Beekeeping is permitted but permission must be given in writing from the allotment office first. Before we give permission, we will need to see proof that you (not including co-worker) have suitable training (accredited course) and membership off the Beekeeping Association and insurance/public liability (usually by the Beekeeping Association) evidence of which will need to be provided annually to the allotment office, we will consult with your neighbouring tenants, and allotment society if applicable.

Permission to keep bees is addition to you complying with your tenancy agreement and does not count towards levels of cultivation.

The number of hives permitted per plot/site will vary in accordance with factors such as the size of the site, and the location of the plot/size. We will advise you the maximum number of hives you are allowed, however the maximum will be, 'not more than 2 per plot'.

Where bees become a nuisance, we may revoke permission and ask people to remove them.

9.35.1 Action taken, Improvement notice. Re inspect after 1 Calendar month or if the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

### 9.36 Supplementary Policy for Parson Cross Family Gardens.

Since the plots at Parson Cross Family Gardens are smaller and the site is of a more open nature, we have some additional rules for that site. They are as follows:

No livestock, No Hedges, No Structures (sheds, greenhouses etc).

If you would like a cold frame, please seek permission from the allotment office.

9.36.1 Action taken, Improvement notice. You will be asked to remove structure/feature at your own cost, or you can be charged for removal by the council, also see 10.33 Payment of Invoices. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in 'Notice to Quit' (NTQ).

### 9.37 Supplementary Policy for Beauchief.

A maximum of 2 structures will be allowed on the plot. In addition to rules 8.11 and 8.4, the maximum size for a shed or greenhouse will be 2.4 metres x 1.8 metres (4.3 m<sup>2</sup>) and no higher than 2.5 metres. No permanent base is allowed.

Any structures and their bases must be removed at the end of your tenancy unless otherwise agreed with the allotment office. If not, we can seek to recover the costs of making good the site.

The maximum size for a polytunnel is 3.6 metres x 2.4 metres. A combination of two of the above structures may be allowed.

You must request and receive written permission prior to installing a fence or hedge to any boundary. A solid fence panel boundary will not be permitted.

A maximum of three chickens (no cockerels) may be kept. You must first request and obtain written permission from the allotment office.

9.37.1 Action taken, Improvement notice. If your structure causes concern or another reason you can be asked to remove modify the structure at your own cost or you can be charged for removal by the council, also see 10.33 Payment of Invoices. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in 'Notice to Quit' (NTQ).

### 9.38 Supplementary Policy for Bracken Moor.

A maximum of 2 structures will be allowed on the plot. In addition to rules 8.11 and 8.4, The maximum size for a shed or greenhouse will be 2.4 metres x 1.8 metres (4.3 m<sup>2</sup>) and no higher than 2.5 metres. No permanent base is allowed. Any structures and their bases must be removed at the end of your tenancy unless otherwise agreed with the allotment office. If not, we can seek to recover the costs of making good the site. The maximum size for a

polytunnel is 3.6 metres x 2.4 metres (8.64 m<sup>2</sup>). A combination of two of the above structures may be allowed.

You must request and receive written permission prior to installing a fence or hedge to any boundary. A solid fence panel boundary will not be permitted.

A maximum of three chickens (no cockerels) may be kept. You must first request and obtain written permission from the allotment office.

9.38.1 Action taken, Improvement notice. If your structure causes concern or another reason you can be asked to remove modify the structure at your own cost or you may be charged for removal by the council, also see 10.33 Payment of Invoices. Re inspection is at the discretion of the allotment officer, for minor improvement we expect work to be undertaken within 1 Calendar month. Failure to comply can result in 'Notice to Quit' (NTQ).

9.39 Children under the age of 18 must be always accompanied when on site.

9.39.1 Action taken, allowing an unaccompanied child on your plot will result in an Improvement notice. If the requirements of the notice have not been met, we can issue Stage 2 'Notice to Quit' (NTQ).

9.40 Allowing us to access your plot.

Under most circumstances, we will leave you to enjoy your plot in peace and will not need to access your plot. However, we reserve the right to access your plot in certain circumstances, or to give access to others who are with us or acting on our behalf.

In an emergency, we may need to access your plot with little or no notice, for example if there is an immediate risk of harm to people or animals, or if there is a fire or other urgent hazard

If another plot is accessed via your entrance, you will be required to give access to the tenant of that plot, or potential tenants who need to view it.

We may need access to your plot to inspect it (either just for the regular inspections because we can't see it well enough from the outside, or because we have a concern about something), or to inspect another plot.

We may need access to your plot for the purposes of infrastructure maintenance or site improvements.

We may need access to your plot in relation to bees (yours or someone else's). We may need access to your plot if we are concerned about livestock.

If we need access to your plot and it is not an emergency, we will ask for access within a reasonable timescale, usually one to two weeks. If we or someone else needs access to your plot regularly, e.g. the entrance is shared, please consider using a combination lock and giving us the code.

9.40.1 Action taken, If you fail to give us access to inspect the plot within 14 days of the request, we can issue an improvement notice. Failure to comply can result in a 'Notice to Quit'

If we have reasonable believe that the plot holder is committing or using the site or plot for any illegal, criminal or immoral act we can report to police.

If we need access to you plot in an emergency we try to contact you first, if no contact can be made, we gain access causing as little damage as possible.

## **Section 10: Administration of allotment tenancy**

10.1 In addition to our policy and regulations a significant office resource is spent on creating (section 2), Amending (see 10.2 to 10.8), managing and delivering of the allotment service, our General Policies and Procedures (see 10.9 to 10.32) benefit those waiting for an allotment our current tenants and our officers.

10.2 Sequential tenancies - plot transfers and plot swaps.

A lot of resource goes into establishing new tenancies. For that reason, we have a restriction on the number of sequential tenancies you can have in a time period (i.e. one tenancy after another).

If your circumstances do not change, you may not have more than 2 sequential tenancies in any 5-year period (i.e. if you have a plot then give it up, even if it is good condition, you will only be allowed one more tenancy within 5 years from the start of the first tenancy.

If your personal circumstances change for example disability, at our discretion, we can accept additional sequential tenancies or alternative plot transfers to meet your needs.

10.3 Moving to a different plot or swapping plots.

If you decide after the start of your tenancy that you wish to move to a different plot, you may be allowed to do so at the discretion of the allotment office. We also limit the number of moves you can make (see 10.2) Sequential tenancies - plot transfers and plot swaps).

Plots must be worked with no current Notices served and be in an immediate lettable condition. Tenants who wish to transfer to a different plot within the same site are returned to the top of the waiting list (but after those who have already reached the top of the list but have specific requirements). If you wish to move to a different site, you must apply again and will start from the bottom of the list and your existing plot must be worked. All notices will remain and apply to and carried over to the new tenancy. We will not refund rent when moving to different plot but can incur an additional charge.

10.4 Taking on an additional plot on same/other sites.

If your plot is more than 200 square metres (half plot), you will not be permitted to take on an additional plot unless there is no waiting list. You may go onto the waiting list and wait until such time as nobody else is waiting (but even if you

are at the top of the list, you will not be able to take on an additional plot until such time as nobody else is waiting).

Except for pigeon plots holders requesting another half plot for the use of keeping pigeons- If your plot is 200 square metres or less (you can have one half pigeon plot and another half plot for cultivation), you will be allowed to take on an additional plot at the discretion of the allotment office (you must be working your existing plot satisfactorily), but you will need to apply again and work your way back up the waiting list if there is one.

#### 10.5 Transfer of plots.

The transfer of plots is subject to meeting the criteria set out in 1.7 to 1.11, 1.14 and 10.2 to 10.4. You can request a transfer at any time by writing to us. However, transfer of a tenancy from one individual to another will only be permitted from the 15th of January to the 15th of March. Exceptions will be made in case where a tenant has passed away or a tenant is moving away from Sheffield. Any change in concession entitlement resulting from a transfer will be effective from the subsequent April.

You may transfer your plot to an immediate family member, e.g. parent, siblings, children, spouse, civil partner (co-habitant). If they are an existing plot holder will consider rules 10.2 to 10.4, We may ask for evidence of proof your relationship to the existing tenant.

You may transfer your plot to your registered co-worker (see 10.8) if they have been registered as long as the person at the top of the list has been waiting. However, we reserve the right to refuse transfer of a plot if it is not being cultivated appropriately.

You may not transfer your plot to anyone else (unless they are at the top of the waiting list for your site).

Your intention to transfer your plot must be clearly stated when you end your tenancy; otherwise, it will be re-let via the waiting list.

If a tenant passes away, the plot may be taken on by immediate family members or registered co-workers subject to the criteria set out above (priority will be given to family members). Where there is dispute amongst family members, the allotment office will make the decision. The next of kin or registered co-worker must let us know as soon as possible and provide a copy of the death certificate. Where multiple tenancies are held when the tenant passes away, and we have a waiting list for the site, we will only allow 1 plot to be passed on.

#### 10.6 Requesting a half plot.

If you are finding it difficult to maintain a full plot, you can request to have your plot split in half. We will assess the plot for its suitability and discuss the matter with you. You are not entitled to refund for any pro rata rent.

## 10.7 Measurement of plots.

For charging purposes, plots are put into categories, depending on their size and whether they have access to a water supply. Rent is charged based on the actual total area of the plot (not just the cultivatable area). Plots are measured as follows:

If a plot has a hedge that is not shared with another plot, this hedge counts as part of the plot. We measure from the outer base of the hedge.

If a plot has a hedge that is shared with another plot, we measure from the centre of the base of hedge.

If a plot shares a path with another plot, we measure from the centre of that path (this does not apply to the formal site paths, which are not counted as part of anyone's plots, although tenants are still responsible for keeping the section of path adjacent to their plot free from weeds).

If you think that the measurement we have for your plot is incorrect, please let us know. We will ask you to measure the plot again yourself first, then we will check our measurement if necessary. In the first instance we will do this via our mapping system, but if there are large trees or hedges obscuring the boundaries we may need to measure the plot on the ground. If we find that the plot is in the wrong rent category, this will be changed from the date you first notified us that you believed the measurement is incorrect (refunds or additional charges are not backdated beyond this).

## 10.8 Registering a co-worker.

You are welcome to invite others to help on your plot informally, but you are responsible for them and for their actions on site. You may wish to formally register one co-worker. You can do this by email or post, by providing their full name, address, and email address or phone number. Co-workers are entitled to a site key (the usual charges apply). By registering someone as a co-worker on your plot, you give your consent for us to discuss matters directly relating to your tenancy with them (but we would not share sensitive personal information with them). If you wish to give up your plot and transfer it to your co-worker, the co-worker must meet the criteria set out in rules 1.7 to 1.11, 1.14 and 10.2 to 10.4. You must inform us if you wish to transfer your plot to your co-worker.

A co-worker has no rights regarding the tenancy agreements and can be removed by the tenant without notification.

## 10.9 Allotment societies tenancies.

A special tenancy agreement is issued to allotment societies who take on plots/huts. This will include the societies maintenance for structures. Rent payable will be based on the size of structures. There will be no charge for starter plots. If an allotment society holds tenancies, a member of the committee will need to hold the tenancy as named representative on behalf of the society. This will usually be the secretary. When the named representative needs to be changed, we will require a written request from the outgoing

named representative and/or meeting minutes from the meeting where the change was discussed. The new named representative will need to sign a new tenancy agreement.

#### 10.10 Community group tenancies.

Community groups with a Governing Document/ written constitution and adequate public liability insurance may take on tenancy of up to 4 plots (not more than 1 on a site with a waiting list).

As with all tenancies they must be registered via the waiting list. A named representative will need to register and sign the tenancy agreement(s) on behalf of the group. When the named representative needs to be changed, we will require a written request from the outgoing named representative and/or meeting minutes from the meeting of the group's management committee where the change was agreed. The new named representative will need to sign a new tenancy agreement.

Community groups can claim a 75% discount on up to 4 plots if they work predominantly with individuals who would be eligible for a 75% discount (e.g. those with disabilities or on a low income). Evidence will be needed, e.g. the aims stated in the group's constitution. Community groups must make sure that their members are familiar with the contents of this rule book.

If a community group folds or vacates a plot, their plot(s) may be passed to another community group with similar aims (charitable purposes), we will need to see meeting minutes from the new group's management committee where the change was agreed. If another group does not take the plot(s) on, they will be re-let via the waiting list. If the plots are unsuitable to be let to an individual, they may be let to the allotment society. Individuals who were part of the group that folded or vacated will not be eligible to take the plot(s) on unless they are already at the top of the waiting list.

#### 10.11 Plot security.

The named tenant is responsible for plot security, please ensure that access is secured.

The Council is not to be liable for loss by accident, fire, theft or damage of any structures, tools or contents left on plots or in any communal shed provided by the Council or vehicles brought onto the site. Do not store power tools or other valuable items on the plot.

If you wish to install a fence or gate on your plot, you are responsible for this. In many cases there will be one that was left by a previous tenant. You will be responsible for maintaining this and replacing it if necessary. Fences should be in keeping with that of the site. We ask that you discuss your plans with us first, as we may ask you to remove or modify a fence if it is not suitable. Suitable types of fences include wooden post and rail, pallets, chicken wire, and agricultural style wire fencing. If you wish to erect a fence on the boundary between yours and an adjacent plot, you should discuss this with the tenant

who shares the boundary. You may erect a fence on your side of the boundary but remember that you will still be responsible for maintaining the whole of your plot. Do not create an area of land that cannot be accessed for maintenance.

You may plant additional hedging around your plot, if you maintain it appropriately. We urge you to consider biodiversity when choosing what to plant. You are not allowed to plant Bamboo, all types of willow, Blackthorne, Cherry Laurel and Conifers. You are responsible for the security of the plot and will be responsible the removal and appropriate disposal of any fly tipping or illegal and or hazardous waste (See 8.3, 9.7, 9.8, 10.30).

#### 10.12 Hedges and boundaries.

The hedges and plot boundaries features around your plot are your responsibility to maintain (with a very few exceptions, where an adjacent landowner may own the hedge – if in doubt please check with us)

If a hedge is shared with another plot, this responsibility is shared. You should consult with the other allotment holder before undertaking major hedge maintenance, as a matter of courtesy, but they cannot prevent you from maintaining the hedge as required. If the hedge is not shared you are also responsible for the external side e.g. onto lanes, shared and communal area, footpaths, highways. The width of the hedge must maintain safe and appropriate access when people and vehicles use our sites. Major hedge work should be done outside of the main bird nesting season (1st March to 1st September). Minor hedge maintenance undertaken during the growing season is permitted, before you commence, please ensure you do not disturb nesting birds. It is an offence under S.1 of the Wildlife and Countryside Act 1981 to disturb nesting birds (See 9.7).

#### 10.13 Burning.

Consider burning as a last resort, regular fires on a plot can be classed as a statutory nuisance Environmental Protection Act 1990 and an abatement notice will be issued. Make appropriate judgement when burning. Please consider who else is burning, the cumulative effective of several fires can be considerable, the council reserves the right to prohibit bonfires on a specific plot and/or group of plots/sites.

Be considerate to your neighbourhoods and the wider community. Avoid burning and creating smoke at the weekend, this is when people are more likely to be on site and in the area surrounding the site. Open fires/Fire pits and permanent/or Large BBQs are not allowed (See 9.16).

#### 10.14 Existing structures oversized in need of repair.

Where an existing structure is present, the tenant will be allowed to restore the structure to its original dimensions using similar materials. We ask that you seek permission before inherited structures are rebuilt or removed. Rain harvesting must be incorporated into the restoration (See 9.4, 9.11).

#### 10.15 Large trees causing shading and seeding.

Non-emergency reports and requests for the reduction or removal of trees above 15cm diameter at chest height will be dealt with individually. We ask that you submit a photo of the issue. We will then undertake a survey and where appropriate commission the work. Work is undertaken on a date priority system, as and when the allotment budget allows. You may engage an approved Arborists contractor Arboricultural Association - [Arboricultural Association - Find a Professional](#) to undertake the work, but you must seek our permission first. Non-emergency tree work is carried out during the autumn/winter. The allotment office will not undertake any Arboricultural work on trees less than 15cm in diameter at chest height. The Council reserves the right to remove from any allotment site any tree, bush or shrub from a plot, or/and which interferes with the use of any other allotment plot (See 9.6).

#### 10.16 Dangerous trees.

If you feel that a large tree is diseased and/or at risk of failure and poses immediate risk to you or other site users, please report [parksandcountryside@sheffield.gov.uk](mailto:parksandcountryside@sheffield.gov.uk) 01142500500.

#### 10.17 Asbestos.

You must not bring asbestos onto your plot or sites. Asbestos was once a common building material and has found its way onto some allotments in the past. This is often in the form of asbestos cement sheets or pipes (used for roofing, chimneys etc), but it can take many other forms. If you are unsure if something on your plot may be an asbestos-containing material, please contact us for advice. Where confirmed we will arrange for testing and removal.

#### 10.18 Maintenance of allotment plots during tenancy.

During your tenancy, the council does not provide any allotment plot maintenance services such as rubbish removal, weed clearance, maintenance, cultivation, hedge cutting or removal, fence repairs or installation, or any other tasks which are the responsibility of the tenant (See 9.2 to 9.11, 10.11, 10.12 and 10.23). If you engage contractors to undertake maintenance, please consult useful accredited lists provided by professional bodies such as Arboricultural Association - [Arboricultural Association - Find a Professional](#). For maintenance of trees above 15cm diameter at chest height (see 10.15).

#### 10.19 Water supply.

Many of our sites have water supplies, to help you cultivate your plot and care for livestock. You must not drink the water we cannot guarantee that it is safe to drink.

You must ONLY use the supply for watering produce and tending to livestock kept on your plot. It must not be used e.g. to fill paddling pools, or wash vehicles. Our supplies are metered. If use is excessive, we will have to increase charges.

Do not rely solely on the water supply. Water supply is subject to season restrictions (turned off early November to April) and hosepipe bans. We do not guarantee that it will always be available, e.g. sometimes we must wait for repairs, so we recommend that you also harvest rainwater if possible. (Refunds will not be issued if the water supply is unavailable for a short time. We may consider issuing refunds if the water supply is unavailable for a significant portion of the main growing season, excluding hosepipe bans). It is not permissible to use a hosepipe to directly water your plot. You may use a hosepipe to fill water butts, then water your plot using water from the water butt using a watering can, or you may fill a watering can from the taps. Never leave a tap on after you leave the site.

In the event of 'Temporary Use Ban' (hose pipe ban) you must comply with relevant legislation and regulations. If you found to be non-compliant the allotment office can issue with a 'notice. Hosepipe bans are legally enforceable, and breach of the ban conditions can carry hefty penalties.

Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, will be put on notice.

Do not tamper with the water supply. It is not permissible to modify it without our consent, e.g. installing individual feed/taps from the main allotment supply.

If you find a water supply has been damaged or is not operating as it should be please report to the allotment office with site name and nearest plot number with the nature of the problem. Minor repairs are undertaken by the Sheffield city council maintenance team (See 10.31).

#### 10.20 Selling/donating produce.

A well cultivated plot may generate surplus produce at certain times of the year. You must not sell your produce or donate it to be sold (other than donating it to allotment societies, who may sell produce if the proceeds are re-invested in the site). You may give your produce away for free, e.g. to family and friends, to food banks or to charities to be redistributed (but not sold), (See 8.5).

#### 10.21 Allotment societies.

Many of our sites have an allotment society. Allotment societies are independent, voluntary groups. Some allotment societies have plots and/or huts (used for storage or trading).

Allotment societies exist for the purpose of helping tenants and sites. It is your choice whether you join your site's allotment society, if there is one, but many tenants find it extremely beneficial. Allotment societies can give advice and help you feel like part of an allotment community. Some allotment societies give practical assistance, sell supplies and lend out equipment.

If an allotment society wishes to work in partnership with the allotment office or rent a plot or hut, they must have suitable insurance for their activities. They

must act in accordance with a suitable constitution and keep appropriate accounts. We reserve the right to request to see any of the society's documents, e.g. insurance certificate, constitution, accounts, meeting minutes. Allotment societies must provide us with a single point of contact (to avoid confusion) and let us know if this changes. We strongly recommend that societies set up a designated email account. Allotment societies must act fairly, respectfully and courteously to tenants and staff. We reserve the right to refuse to work with an allotment society or serve them Notice to Quit on any plot(s) or hut(s) if they fail to do so.

We do not expect allotment societies to police sites, but we do expect them to work in partnership with us, to comply with our policies themselves and to help us to address issues on site.

Starter plots- the plot will have been previously decommissioned. Rent is not charged to allotment societies for starter plots projects. The allotment societies must not charge participants a fee, however membership of the society may be necessary. Participants in starter plots projects do not have any form of tenancy or rights. They will not be able to take on tenancy of the area they are working, and they may be asked to leave by the allotment society (the allotment society will make it clear what is expected of participants). Site access for starter plots will be the responsibility of the society. Participants will be on the waiting list for their own plot and will adhere to those rules relating to personal conduct (see 9.24), failure to do so will result in your removal from the waiting list. The involvement in a starter plots project is intended to be temporary, the allotment society will state the duration.

#### 10.22 Events on site.

Any individual, allotment society or community group wishing to hold a formal event on site must obtain written permission from the allotment office, before organising the event. By formal event, we mean an event which is advertised, or open to the public, but if in doubt, please check with us.

Before giving permission, we will consider whether the event would be beneficial to the site. We will also need to consider risks connected to the event and the requirement to put in place appropriate insurance. Failure to seek permission will result in an Improvement notice.

#### 10.23 Waste and items not related to cultivation.

Processing and managing waste have a detrimental impact on the Allotment budget. Do not bring items onto the plot that are not directly used for cultivation.

You must not allow waste to accumulate on your allotment. This can cause issues for surrounding tenants, attract rats, reduce the useable space, make the site look untidy, and increase the risk of fire. Please compost as much as possible. Re-use items if possible or give them to others to re-use. Items that cannot be re-used can be taken to household recycling centres. From time to time, we provide skips for tenants to use (please note that we do not guarantee

how frequently – this is driven by need and budget). You are responsible for your plot and have a duty of care to maintain the plot and keep clear of rubbish. Where we document accumulations of rubbish that is not related to cultivation you will be asked to remove it. Allotment Officers have the authority to decide that specified materials must be removed. Gas bottles must not be brought on to the allotment site or plot. Failure to remove rubbish will result in enforcement and the council will remove and recharge the cost to the tenant/former tenant.

You are responsible for the security of the plot; you will be responsible for the removal and disposal of any fly tipping or illegal waste at your cost. Failure to remove rubbish will result in enforcement. The council will remove the rubbish and recharge the cost to the tenant (See 8.3, 9.2, 9.13, 10.11, 10.33).

#### 10.24 Adaptations.

If your needs change, we may be able to make reasonable adaptations/adjustment to enable you to access and use a plot. Common adaptations include access improvements and raised beds, but we will consider each request based on the individual circumstances, and what is reasonable and possible. Also, there are organisations who may be able to help, e.g. <https://www.thrive.org.uk/> and <https://www.gardeningwithdisabilitiestrust.org.uk/>.

#### 10.25 Rats and Vermin.

Where Rats are a problem, we work with colleagues in Environmental Services to investigate and when deemed appropriate, take action to reduce numbers.

#### 10.26 Non- resident of Sheffield.

If you take on a plot then move more than 1 mile outside the City Council boundary, you will have to give up your plot. Action taken, either termination by tenant or NTQ issued

#### 10.27 Herbicides and pesticide.

Pesticides and herbicides can cause significant harm to the environment through various pathways, including air, water and soil contamination, impacts on biodiversity, and the creation of resistant pest populations. Whilst we currently do not ban the use of Herbicides and pesticide, we ask that you first explore alternative sustainable solutions.

Herbicides and pesticide should be used as a last resort, used sparingly, and that your application does not cause nuisance or pose a risk to your neighbours or the environment (see 8.3, 8.6).

Please remember that any herbicides and pesticides must comply with current legislation regarding their use and storage. You should be aware of those products that are prohibited Pesticides A to Z index - <https://www.hse.gov.uk/pesticides/about-pesticides.htm>.

#### 10.28 Plot Splits.

Where we have a high demand for allotments, we often divide plots into two when they come available. We also find that half plots are more suitable for a

lot of people; a full-size plot takes a lot of work, and our standard full-size plots are very large (approximately 340m<sup>2</sup>).

#### 10.29 Allotment key.

Deposits for keys are £5 for squire, Mul-T- Lock are £30 with a refund of £25 for Mult-T-Lock. Lost or stolen keys will be charged £30 to replace.

#### 10.30 CCTV.

Tenants are advised that CCTV cameras and other surveillance equipment can and will be deployed by the Council and other authorised agencies as necessary, to monitor and gather information about activities on allotment sites for enforcement purposes. You may have personal cctv/cameras on your plot, the images both recorded and non-recorded must only be of tenant's own plot. They cannot view adjacent plots, property, land or communal areas without written consent.

#### 10.31 Faults and maintenance.

Problems with security gates, locks, water pipes and external fences should be reported to the Council 0114 2500500 [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk) or [parksandcountryside@sheffield.gov.uk](mailto:parksandcountryside@sheffield.gov.uk). A what 3 words location <https://what3words.com> and description of the issue would help, along with a brief description and photo. Once issues are identified, minor repairs will be undertaken as soon as reasonably practical by a Council assigned contractor.

#### 10.32 Vehicles accesses.

The Council reserve the right to prohibit vehicular access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e. theft or fly tipping) or for the safety of tenants. Vehicles are parked on allotments sites at the owner's risk. (See 9.25)

#### 10.33 Payment of Invoices.

Payment of an invoice follows the Sheffield City Council's standard payment policy. If you fail to pay your invoice promptly, Sheffield City Council's standard debt recovery practices can be followed - the invoice will be sent to an external debt agency to collect on Sheffield City Council's behalf [Pay your enforcement debt | Sheffield City Council](#). Non-Payment of an Invoice will result in the serving of a Notice to Quit.

#### 10.34 Reporting Anti-Social Behaviour

Useful information is available on the Sheffield City Council web site 'Anti-social behaviour and community safety' <https://www.sheffield.gov.uk/pollution-nuisance/anti-social-behaviour> . To report anti-social behaviour on council owned allotments in Sheffield, please report to the [pwc.allotments@sheffield.gov.uk](mailto:pwc.allotments@sheffield.gov.uk)

It is important that all instances ASB including theft and arson are report to Yorkshire Police 101 or through their on line reporting system  
<https://www.southyorkshire.police.uk/contact-us/report-something> .