
Allotment Rules and Regulations

These form part of the legally binding Tenancy Agreement and are made pursuant to the Allotment Acts 1908 to 1950 and apply to all Community Council owned Allotment Sites at:

Maximus Court
Marius Grove

Version No	Date Ratified / Amended	Date Implemented	Reason for Change (e.g., full rewrite, amendment to reflect new legislation, minor change etc.)
1.0	13/04/23 FC23/24-07	27/04/23	Full rewrite
2.0	14/11/24 FC24/25-110.4	21/11/24	Amendments to reflect legislation, minor changes.
3.0	13/02/25 FC24/25-142	18/02/25	Minor change to to 1.2. Charges (added Water Charges)

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FORWARD

This is version two of the updated 'Rules & Regulations of Tenancy' for Fairfields Community Council Allotment Tenants and is the version which all tenants should now adhere to.

If you require further copies of this document, they can be obtained by visiting the Allotment page on our website at [Allotments – Fairfields \(fairfields-pc.gov.uk\)](http://fairfields-pc.gov.uk/allotments)

This booklet sets out to provide every tenant with a clear understanding of what is required of them on their allotment plot within the community of Fairfields. We would appreciate your help, support and co-operation in ensuring your use of the allotment complies with the rules and regulations and associated guidance contained in this booklet.

Fairfields Community Council would like to wish you a successful and happy allotment gardening experience.

CONTACT US

All allotment related enquiries should be directed to Fairfields Community Council:

By email: clerk@fairfields-pc.gov.uk

OUT OF HOURS CONTACT

Call our main number 01908 736899 and leave a clear message, this will be picked up by the Clerk.

Thank You
Fairfields Community Council

TERMS AND DEFINITIONS

In these Terms & Conditions, the words shall have the following meaning:

“Allotment” shall mean a plot of land that is let by the Council (land made available for individual, non-commercial gardening/growing food plants and cut flowers).

“The Council” shall mean the appointed officer or contractor of Fairfield Community Council or other staff member(s) responsible for allotments.

“Cultivation” shall mean keeping the plot in good productive order by:

- ✓ The preparation of land for growing.
- ✓ The maintenance and improvement of the soil.
- ✓ The control and prevention of weeds.
- ✓ Planting and maintenance of herbs, cut flowers, fruit and vegetable crops.

“Roadway” shall mean a common route within the site for vehicular/pedestrian access to and around allotments.

“Other Authorised Person(s)” shall mean a tenants’ immediate family or invited guest(s).

“Pathways” shall mean the dividing paths between allotments.

“Site” shall mean the incorporation of all plots and common land within the boundary of the allotment site.

“Tenancy Agreement” shall mean a legally binding written document which records the rules & regulations of letting of a particular allotment plot to an individual tenant.

“Tenant” shall mean a person who holds an agreement for the tenancy of an allotment plot.

“You or Your” shall mean you as the tenant.

PART 1 YOUR TENANCY

The rules and regulations are made in line with the Allotment Acts 1908 to 1950 and apply to all Council owned and rented allotments, whether association managed or otherwise.

Every application for an allotment plot should be in writing/email to the Council, who will record details of the applicant. All applications will be recorded in date order of receipt and where a waiting list occurs, plots will be offered to applicants in order of date they applied.

1.1 Tenancy Agreement

This is a legally binding written document which records the rules, regulations and conditions of letting of a particular allotment plot to an individual or joint tenant.

Fairfields Community Council's 'Allotment Rules and Regulations of Tenancy' apply to all tenants, be they existing or new, including self-managed sites. Where devolved management agreements exist (Allotment Associations), some of the Rules and Regulations of Tenancy, e.g., permitted activities, may, in agreement with Fairfields Community Council, be further redefined or restricted, by the site management body.

1.2 Charges

(a) Administration

The tenant will be charged an administration fee of £10 at the start of their tenancy agreement each year thereafter.

(b) Rent

Rent may increase on 1st October each year. You will receive at least six months' notice (where applicable) of any increase to this amount (see table below).

(c) Water

Water Charges will be charges annually in advance and will be non-refundable.

(d) Deposit

The tenant will be required to pay a deposit at the beginning of their tenancy agreement (see table below). Failure to leave the plot in the condition required by the Tenancy Agreement will result in the Council not returning the deposit and any additional costs incurred will be charged to and payable by the tenant. (1950 Allotment Act, s4)

Plot Size	Deposit	Annual Charges	
		Rent	Admin
75 sqm	£50	£40	£10
125 sqm	£50	£55	£10

1.3 Eligibility Criteria and Allocation of Plots

- (a) To be eligible for an allotment plot, a person must be at least 18 years old and reside within the parish boundary of Fairfields Community Council.
- (b) Tenants who move out of the parish will be required to end their tenancy if so determined by Fairfields Community Council.
- (c) When someone confirms their wish to commence a new tenancy, they will be

asked to sign a Tenancy Agreement and pay the admin, deposit and rent on that plot, prior to being allowed to start work on the plot.

- (d) If a new tenant, within the first 3-month period, has not observed the Rules and Regulations, then one month's notice may be given to end the tenancy under Section 30(2) of the Small Holdings Act 1908.
- (e) The Council reserves the right to refuse to allocate more than one plot to one individual.

1.4 Primary Users

The tenant must be the primary user of the plot and is responsible for the activities of their registered partner (refer to 1.6), who lives at the same address, and any visitors to the plot.

1.5 Sub-Letting

- (a) The tenancy of an allotment is personal to the tenant and is not transferable. Under Section 27 (4) of the Allotment Act 1908, the tenant may not assign, underlet, or part with possession of all or part of their allotment.
- (b) The sub-letting of plots is strictly prohibited.

1.6 Partnerships

- (a) A tenant may register one partner, who lives at the same address, to assist on the plot.
- (b) A registered partner has no automatic right to assume the tenancy of the plot if the tenant makes the decision to surrender the plot.
- (c) Any person working on the plot who is not registered will not be considered for tenancy upon surrender of a plot by the tenant.
- (d) The Council will consider each tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and working the plot for a minimum of 2 years.
- (e) In the event of the death of the tenant please refer to 3.17.
- (f) A registered partner will only be considered for the offer of tenancy where the plot has been managed in accordance with the Rules and Regulations.
- (g) The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.
- (h) Plot tenancies must be surrendered by the existing tenant before the Council will consider the application of the registered partner to take over the plot.
- (i) If a partnership has been dissolved by the Council, it reserves the right to refuse any future partnerships.

1.7 Change of Address

- (a) The tenant must give written notice of change of address within one month of any change. Failure to do so will result in a warning.
- (b) Personal information held by the Council relating to your allotment tenancy will be held in accordance with the Data Protection Act 2018. Any requests for information held by the Council in relation to the allotment tenancy will not be divulged to a third party without express written permission of the tenant.

1.8 Written Correspondence

- (a) Any written correspondence, for example, letters, notices, forms will be deemed to

have been served if sent by post to the tenant at their last known address or by e-mail or left in a conspicuous place on their plot.

- (b) All written correspondence is for the attention of, and shall be sent to, the tenant (to their physical or email address). Communication **will not** be sent to family members, partners, or any other arranged address. Tenants are responsible for their plot and all correspondence pertaining to the Rules and Regulations is for their attention only. This is for the purpose of prevention and detection of fraud.

PART 2 SITE RULES

2.1 Authorised Persons

- (a) Only the tenant, any registered partner or accompanied guest(s) are allowed on the allotment site, except during site open days organised by the Council or in accordance with 2.1 (d).
- (b) Any authorised person(s) (including, where applicable, association or committee members) may order any unauthorised person to leave the allotment site immediately.
- (c) No person under the age of 18 years of age is allowed on site, unless accompanied by an adult.
- (d) Non-tenants may be allowed on site when the tenant is away, to water plants if the Council / site committee has been informed.
- (e) The tenant is responsible for the behaviour of children and adults visiting the allotments. In an instance where a visitor breaches site rules, then the tenant will be held responsible.

2.2 Site Hours of Use

- (a) Allotments should only be accessed in the hours of daylight (i.e., dawn until dusk).
- (b) Overnight stays are strictly forbidden.
- (c) The Council reserves the right to delegate authority to any appropriate policing or security body to challenge the activities of any person found on an allotment site at any time of the day.

2.3 Site Security and Covert Surveillance

- (a) Where an allotment site has an individual combination lock; the number is issued at the beginning of your tenancy and must not be shared. Tenants will be given at least a week's notice via email or in writing where an email is not applicable, before the combination is changed.
- (b) All tenants and authorised persons must lock the gates on entry and departure, ensuring the combination lock code is scrambled, to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure. The Council will not be held responsible if the gate is left open or unlocked by a tenant or unauthorised person(s).
- (c) Tenants that are observed repeatedly ignoring/violating rule 2.3. (b) will be issued with a warning. Tenants will also be issued with a warning for repeat offending of this rule by plot partners.
- (d) The Council has the right to close any site without notice if the site is deemed unsafe e.g., due to natural disaster, pipe bursting, chemical spill etc. In this circumstance, no tenant will be permitted on site without explicit permission from the Council. Anyone trespassing the site when it has been closed could have their

- tenancy agreement terminated.
- (e) Access to the allotment site is only permitted through the gates.
 - (f) The Council is not legally bound to provide Site Security; this is an additional cost and can be re-cooped through annual rents, if necessary, to ensure responsible spending of the public purse.
 - (g) Tenants are advised that mobile 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. Should this be necessary, the appropriate legal notices will be visibly displayed.

2.4 Reporting of Crime and Anti-Social Behaviour

- (a) Allotment tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police on 101. You should pass your crime number on to the Council for information.
- (b) The Council operates a zero-tolerance policy in respect of theft from, or criminal damage to allotments or intimidation of any form. Any person proved to be involved in such activities and made known to the Council will be subject to the full rigors of the law and if a tenant, their tenancy will be revoked forthwith and the right to rent an allotment withdrawn henceforth.

2.5 Access

- (a) The tenant, registered partner or visitors must only enter the allotment site by the provided roads, paths and associated Council gates.
- (b) Tenants cannot modify or interfere with the padlocks, fences, gates, or any other security provision made by the Council.
- (c) Tenants must pay due regard to their own personal health and safety and that of others who may be around them.

2.6 Vehicles on Allotment Sites

- (a) Tenant(s) must not park a vehicle anywhere on the site other than within the defined parking area, where provided. No vehicle, trailer, caravan, or similar equipment is to be left on site when the Tenant is not present.
- (b) Roadways or paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and persistently block roads/paths will be issued with a warning.
- (c) Pedestrians always have priority use of allotment road/paths and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely.
- (d) 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 roads or pathways or issues caused by unauthorised access (i.e., theft or fly-tipping) or for the safety of tenants.

2.7 Expected Behaviour of Tenants

- (a) Tenants must not discriminate against, harass, bully, or victimise any other person(s) on the grounds of race, colour, ethnic or national origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual

orientation, sexuality, medical condition, disability, or disadvantage by any other condition which cannot be shown to be justified.

- (b) No tenant must cause another tenant, officer of the Council or member of the public harassment, alarm, or distress.
- (c) Allotment plots and any structures may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be issued an immediate Notice to Quit.
- (d) Alcohol is strictly prohibited on allotment sites.

2.8 Notices and Advertisements

- (a) Notice boards are for the sole purpose of displaying information by delegated allotment associations and the Council.
- (b) No notices or advertisements are allowed without the permission of the Council.

2.9 Water (Refer to Appendix A for permitted water containers)

- (a) The tenant shall not waste or contaminate water and the Council encourages the use of water butts, which are connected to a structure by means of guttering and must have a lid.
- (b) Any tenant who the Council considers to be using excessive quantities of water or is seen to consistently monopolise the water supply, to the detriment of other tenants, will be issued a warning.
- (c) Any form of unattended battery-operated irrigation (such as sprinklers and timed devices) is not permitted.
- (d) An alteration or illegal connection to the water supply (this includes hosepipe connections) is a serious breach of tenancy and tenants who have inherited such connections on their plots are advised to contact the Council.
- (e) Children are not permitted to play with the water source.
- (f) The Council reserves the right to switch off the water supply for a period, if necessary for maintenance work or to prevent damage to the water supply infrastructure, i.e., during winter months. Tenants will receive notification if water supplies are to be affected.
- (g) Tenants are not eligible for rent rebates on sites where water supplies have been temporarily turned off.
- (h) The Council has the right to make a separate charge for water and any increases incurred, with reasonable notice.

2.10 Main Roads, Internal Paths and Site Boundary

- (a) Main access roads and paths on allotment sites will be maintained by the Council (Refer to [Allotments – Fairfields \(fairfields-pc.gov.uk\)](https://www.fairfields-pc.gov.uk) for the most up to date site maps).
- (b) Where present, the tenant shall keep internal and adjoining paths clean and free from flowering weeds, long overgrown grass and in good repair. Adjoining paths must always be kept to a minimum width of 800mm-1000mm.
- (c) The tenant shall not obstruct or allow to become obstructed, any path or road and where possible, soil must be kept clear of the edge to enable rainwater to drain away.
- (d) To facilitate access by emergency services and maintenance vehicles, tenants of allotment plots adjacent to main access roads must ensure that:
 - the road is always kept free of obstructions and hazards; and
 - materials and manure are delivered directly on to plots and not left

unattended.

- (e) Tenants must not change or interfere with plot boundaries or encroach on them.
- (f) Tenants are only permitted to use the following materials as a pathway surface within the boundary of their plot:
 - grass,
 - wood bark with weed suppressant underneath,
 - paving slabs laid on sand base only (cement strictly prohibited).
- (g) Tenants who back onto the site boundary fence must ensure that if the Council's contractors need to fix or maintain the hedge line or fencing, they are able to do so with clear access behind a shed.
- (h) Tenants are not permitted to hang on, tie to or lean anything up against boundary fences or hedgerows.

2.11 Fault and Repair Reporting

- (a) Faults and maintenance problems with security gates, locks, water pipes and fences should be reported to the Council. Once issues are identified, minor repairs will be undertaken as soon as reasonably practical by a Council officer or assigned contractor.
- (b) Emergency faults which arise out of normal working hours, which may compromise the security of the site should be reported by contacting the main telephone number of the Council 01908 736899 and leave a clear message stating the site and the problem; this will be picked up by a member of the team.

PART 3 YOUR PLOT

3.1 Plot ID Numbers

The plot number must be shown clearly on each plot at all times, so that they can be easily located by maintenance contractors and emergency services.

3.2 Use of Plot

- (a) Tenants are required to cultivate at least 25% of their plot within the first three months of taking on their tenancy.
- (b) The tenant shall use the allotment plot for the recreational growing of vegetables, fruit and cut flowers.
- (c) The 'cultivated area' is defined as that part of the plot cultivated for crops or cut flower production. This should represent approximately 75% of the total plot.
- (d) The cultivated area may also include certain permitted structures (refer to Appendix B).
- (e) Allotments must be kept clean and maintained in a good state of cultivation and fertility throughout the year. An area that is cleared annually of weeds yet remains un-cropped or unplanted during any one year will be considered non-cultivated.
- (f) Cultivation requires that the tenant digs, mulches, prunes and weeds the plot. Those tenants who are using the 'no dig' method, are still required to adhere to the "no dig" principles and not let their plot get out of control.
- (g) A plot that is laid down to lawn or covered with weed suppressant, will be considered as non-cultivated.
- (h) Up to 25% of the plot may be used for utility purposes, this includes sheds, BBQ, seating, small natural play equipment like a mud kitchen. Permission will be required for any structures erected on plots (refer to Appendix B).

- (i) Tenants are not permitted to bring items like swings, slides or playhouses on site, children are encouraged to get involved and learn about how to grow things.
- (j) Tenants shall not cause a nuisance or annoyance to the local community, occupants of adjoining properties, or any other plot-holder. Specifically, the playing of loud music is not allowed. Plot holders wishing to 'work and listen' must use personal listening devices with earphones only.
- (k) The Tenant must at all times during the tenancy observe and comply fully with all statutes, statutory instructions, local and other byelaws, orders or regulations and other obligations imposed by law affecting the Allotment Garden.

3.3 Weeds, Grass and Plot Boundaries

- (a) It is the tenant's responsibility to keep their plot, including the boundary, free of weeds that cause a nuisance to adjoining tenants, roads, or pathways.
- (b) Weed seed heads must be removed before the seed has been set.
- (c) Long grass or detritus that may harbour pests must be removed.
- (d) Tenants must control invasive weeds which spread through root extensions (e.g., couch grass and ground elder) or from runners (e.g., brambles).
- (e) Tenants are not permitted to use carpets, Astroturf, artificial grass, or rubbers as weed suppressant, due to the chemical content and the non-biodegradable nature of such items.
- (f) Tenants are not permitted to use weed suppressants such as blackplastic, which are not permeable and don't allow drainage.
- (g) Plots which have a large proportion of the ground covered with weed suppressant for long periods will be considered as non-cultivated.
- (h) Tenants are not permitted to use pallets or large objects as a permanent fixture to weigh down weed control fabric, a suitable fabric peg should be used.
- (i) Tenants are not allowed to plant or otherwise encourage the growth of Japanese Knotweed

3.4 Sprays, Fertilisers and Chemicals

- (a) Tenants are responsible, under their own liability insurance for all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary: and;
- (b) To comply at all times with the current Health and Safety regulation of Control of Substances Hazardous to Health (COSHH) or any other legislation.

3.5 Trees and Hedges

- (a) Tenants are required to ensure that all fruit trees must be grafted to a rootstock from the permitted list below. This list restricts the growth of fruit trees to 2.7 metres after 10 years. The maximum permitted height for any tree on an allotment plot is 3 meters. It is the tenant's responsibility to keep any tree(s) on their plot to this height.

Permitted fruit tree rootstock.

FRUIT TREE	ROOT STOCK
Malus (Apple)	M9, M26, M27
Pyrus (Pear)	Quince C, EMH
Prunus (Cherry)	Gisela 5

Prunus (Plum) including Damson, Bullace and cherry plum	Pixy
Prunus (Peach) including apricot and nectarine	Pixy

- (b) Tenants to note that this list is not exhaustive as some tree nurseries have their own unique root stock. It is therefore the tenant's responsibility to keep proof of the rootstock used. Any tree that cannot be shown to comply with this requirement must either be removed or maintained to the sizes described above.
- (c) Tenants are required to get written permission from the Council to plant any other type of tree or fruit including fig, walnut, cob, or ornamental tree.
- (d) Tenants, not without the prior consent in writing from the Council to cut or prune any timber or other trees or hedges on the site.
- (e) Tenants, not without the previous consent in writing from the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- (f) Tenants are permitted to have no more than one tree on a small (75 sqm) plot and 2 trees on a medium (125 sqm plot), as long as there is no shadow cast on neighbouring plots.

3.6 Unauthorised Use of the Plot

Tenants shall not use the allotment plot, or allow it to be used, for the purposes of any trade, business, or profit-making schemes.

3.7 Storage of Materials on the Plot

- (a) The storage of goods or materials not directly connected with the cultivation of the plot is not permitted.
- (b) The Council has the right to ask the tenant to remove any items which they consider should not be stored on the plot.
- (c) Materials which are to be stored for use on the plot can only be stored for a maximum of 3 months. After this period, the tenant will be asked to remove surplus materials within a set time period.
- (d) Seasonal materials like pots, landscaping fabric, tools and smaller items should be stored in a shed, or appropriate storage unit as approved by Council.
- (e) Tenants are only permitted to bring pallets on site to be used to create a man-made compost structure or raised beds. (Refer to Appendix D).

3.8 Waste Disposal

- (a) Waste derived from the plot must be responsibly disposed of at a licensed waste disposal facility. Tenants may take waste materials from allotments to any one of the Milton Keynes City Council Waste and Recycling Centres (refer to Part 10).
- (b) The use of the plot for the storage, recycling or disposal of rubbish, scrap metal, hazardous material or other items brought onto the plot is strictly forbidden.
- (c) The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse or other rubbish.
- (d) The tenant shall not deposit, or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may be reasonable required for the use in the cultivation of the allotment plot) (refer to Appendix D).
- (e) All deliveries of manure etc. should be supervised by the tenant and taken onto the plot immediately. Manure left on site, outside the tenant's allotment plot, will be

considered fly tipping and enforcement action will be taken against the tenant who ordered it and the person who delivered it.

- (f) Tenants who fail to remove manure etc. will be issued with a warning and may be liable for clean-up cost.
- (g) The tenant must not place any refuse or organic matter elsewhere on the site (e.g., vacant plots or pathways). Tenants found dumping refuse, or organic matter outside their plot, will receive a warning.
- (h) Tenants who witness illegal fly tipping onto allotment land should immediately contact the Council. All reports will be treated in the strictest of confidence.
- (i) Tenants who are found to have illegally disposed of waste will be given an immediate Notice to Quit, as this is a serious, environmentally damaging act.

3.9 Composting

- (a) Tenants are encouraged to compost organic waste. Refer to Appendix D for permitted man-made structure(s), bins and advice.
- (b) The tenant shall maintain compost structures in a tidy condition, and they must be in proportion to the size of the plot. (Refer to Appendix D for permitted man-made structures, bins and number per plot size)

3.10 Open Burning (Bonfires) & BBQ

- (a) Bonfires are NOT permitted.

Milton Keynes City Council (MKCC) aims to improve the quality of the environment, including the air quality for all residents. Therefore, they discourage the use of bonfires in gardens and allotments as a means of waste management.

Bonfires have a seriously detrimental effect on health and the wider environment too. It is not possible to have a bonfire, of any sort, without it causing air pollution and releasing chemicals into the environment. Unless you live in a very rural area with no immediate neighbours, the fumes from any bonfire will affect other people and will almost certainly constitute a Statutory Nuisance under the Environmental Protection Act 1990 on the grounds that the fumes are "injurious to health".

If you burn items anywhere where it may affect other people or property, you will be causing a Statutory Nuisance. Bonfires are classed as anti-social behaviour due to air pollution but in addition the toxic and carcinogenic (cancer causing) smoke and fumes given off are harmful to people's health.

If MKCC is satisfied that a Statutory Nuisance exists or is likely to occur or recur, they will serve an Abatement Notice under the Environmental Protection Act 1990. The penalty for contravention of a Notice under the above Act could be a fine up to £5000, and a daily penalty of up to £500 if the offence is repeated following an earlier conviction.

- (b) BBQs are permitted, only if they do not cause a disturbance to other allotment tenants or residents regarding the smoke.
- (c) The tenant is required to use a proper BBQ and not dig any holes in the ground for this purpose.
- (d) No fire of any kind should be left unattended. Any complaints received from tenants or residents will result in immediate banning of BBQ's.
- (e) If a tenant uses a BBQ for anything else other than what it is intended for, the

Council will issue an immediate Notice to Quit.

3.11 Tyres

Tenants are not permitted to keep or use tyres on site, due to the commercial disposal cost and the environmental impact. The Council has the right to pass on to the tenant any costs associated with the clearance of tyres left on site.

3.12 Livestock on Allotments

Due to the small size of allotment plots on both allotment sites, livestock is not permitted.

3.13 Dogs on Site

- (a) Tenants are not permitted to bring dogs on site unless on a lead at all times.
- (b) Dogs should not be a source of nuisance (barking/howling) and if deemed to be so, then the Council has the right to ask the tenant to remove the animal(s).
- (c) Tenants must ensure the responsible removal and appropriate disposal of dog faeces, in accordance with the 'Public Space Protection Orders' under the Anti-Social Behaviour Crime & Policing Act (2014). If dog fouling becomes a problem on a site, then all existing permissions for dogs will be revoked.
- (d) Dogs must be confined to the Tenants own plot during their stay.
- (e) Tenants that allow their dogs to run free will be held liable for any damage or nuisance caused by their dog and an immediate Notice to Quit will be issued.
- (f) Tenants are not permitted to use the water taps on site to wash their dogs.

3.14 Raised Beds

- (a) Tenants must ensure that any construction of raised beds should be made of wood. Refer to Appendix D.
- (b) Tenants must ensure that any rotten wood is removed and replaced.
- (c) Tenants are not permitted to use any other container or structure for this purpose.

3.15 Plot Inspections

The Council has the right to undertake regular inspections of allotment plots.

3.16 Request for Extension to Inspections

- (a) Tenants who are unable to cultivate their plot due to illness, or other personal circumstances, should contact the Council to inform them of this. All such details will be strictly confidential.
- (b) At the discretion of the Council, tenants may be given an extension for a maximum of three months and will not be subject to the normal inspection/ enforcement procedure at this time. A request for an extension will usually only be considered if the plot is already of a reasonable standard of cultivation.

3.17 Death of a Tenant

- (a) The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.
- (b) The plot will automatically be returned into the possession of the Council in the interim period until a new tenant is assigned.
- (c) Upon the death of a tenant, any registered partner who meets the requirement of section 1.6, may be given the option to take over the tenancy. This offer will be

made at the discretion of the Council.

- (d) Plots will not be transferred to a next of kin unless they fit the criteria of section 1.6.
- (e) Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site.
- (f) Any person who submits paperwork pertaining to tenancy or the service in the name of the deceased tenant will be found to be in breach of rule (new rule) 1.10.3 (2018), as it will have been done so fraudulently.

PART 4 HEALTH AND SAFETY

4.1 Personal Safety

- (a) Under the Occupier's liability act 1984 householders (tenants) have a duty of care to anyone on their property/plot whether they are legally entitled to be there or not. The duty of the householder (tenant) is to ensure that anyone on their property/plot is protected from injury from any foreseeable hazard.
- (b) The Council will not be held responsible for any damage or injury resulting from activities undertaken by tenants or their guests on, or in connection with, their use of the allotment plot.
- (c) Particular care should be taken when using strimmer's, rotavators and other mechanical/powered equipment. Appropriate personal protective equipment should be worn at all times and machinery operated in accordance with the manufacturer's instructions.
- (d) Unsafe working practice may result in tenancy termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- (e) Tenants are advised to seek professional advice about their personal and public liability and property insurance cover to ensure that it meets the requirements of their activities. Activities which may require additional insurance cover could include, for example, storage of hazardous materials, high risk activities or high value items. Tenants may also wish to consider becoming a member of one of the national allotment organisations, where membership benefits may be available.
- (f) The responsibility for the security of any article taken onto the allotment site lies with the tenant/owner of the article and the Council accepts no liability for loss or damage, howsoever caused.
- (g) Asbestos is prohibited on all sites. If you discover it, please inform the Council of its location immediately.
- (h) The use of barbed or razor wire is not allowed on any allotment site. If anti-climb paint is used on any structure, you are responsible for ensuring it complies with the Occupier's Liability Act 1984.

4.2 Hazardous Materials on Allotments

- (a) Tenants with hazardous materials on their allotment are required to:
 - (i) ensure they are stored correctly and securely and used in accordance with manufacturers' guidelines.
 - (ii) failure to adhere to the above rules of tenancy will be deemed a serious

breach of tenancy and tenants will be issued with an immediate Notice to Quit.

(iii) provide evidence of insurance in accordance with 4.1. (e), if requested to do so by the Council.

(b) The storage of fuels and hazardous materials (such as gas cylinders and chemicals) is strictly prohibited.

4.3 Storage, Handling and Use of Pesticides and Fertilisers

(a) Organic Fertilizers (like borage or comfrey)

Must be stored in a permitted sealed container, only one per plot. Refer to Appendix A.

(b) Restriction on Pesticides and Fertilizers

(i) Under the Control of Pesticides Regulations (COPR) 1986 (as amended 1997) anyone who sells, supplies, stores or uses a pesticide must take all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water.

(ii) Pesticides and fertilisers must be used in accordance with the manufacturer's instructions and stored in an approved container, well out of the reach of vulnerable people and locked away, if necessary.

(iii) New rules on rodenticides (rat poisons) came into force in 2016, which restrict the purchase and use of professional rodenticide products to those holding a certified 'proof of competence' in rodent pest control.

(iv) Rodenticides approved for amateur use must be used in accordance with manufacturer's instructions (including the use of approved bait boxes where required), and great care must be taken to reduce the risk of exposure for non-target species (such as owls and kestrels as well as poultry) by the immediate collection and disposal of dead rodents.

(v) It is strongly recommended that tenants do not attempt to treat rodent infestations on allotments themselves, but that the services of a professional pest control company are used.

(c) Disposal of Pesticides, Fertilisers and Other Chemicals

(i) Associations and plot holders should contact Milton Keynes City Council for information on the safe disposal of pesticides, fertilisers and other chemicals.

(ii) Unwanted pesticides, fertilisers or other chemicals should never be included in the household rubbish, burned, placed in skips, or poured into any kind of drainage system or water course.

(iii) Due to the risk of fire, spillage or contamination pesticides, fertilisers and other chemicals should not be stored longer than necessary on allotments and certainly not beyond their expiry dates.

4.4 Storage and Handling of Fuel for Heating and Machinery

(i) Fire and explosions are a real risk on plots and pose specific dangers to the emergency services tasked to deal with them. To reduce risk to the public and emergency services.

(ii) Only canisters containing LPG are to be used on plots for heating and lighting when the tenant is on site.

(iii) No flammable gases are allowed to be stored on site, including LPG.

(iv) Acetylene is strictly forbidden.

Adopted FC 13/02/25

PART 5 STRUCTURES

5.1 Consent/Permissions (Appendix B)

- (a) The tenant shall not, without prior written consent to the Council, **erect** any structures, or **extend** or make **significant alterations** to any existing structures.
- (b) Tenants should refer to Appendix B for permitted and number of structures by plot size.
- (c) No structure will be permitted, which will impact on the ability to use or enjoy the plot of neighbouring tenants, e.g., cause shading.
- (d) Any structure on the allotment must be maintained to an appropriate appearance and condition. If the Council is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or remove the structure within 28 days of instruction to do so.
- (e) Any structure must be temporary and able to be removed when the tenancy ends.
- (f) No structures are to be attached to or supported by external fencing, trees or hedges.
- (g) The Council has the right to refuse any structure which they deem to be unacceptable for allotments.
- (h) If you accept and sign a tenancy with a pre-existing structure(s), this will fall under your responsibility to ensure it is maintained in a safe order.

5.2 Structure Parameters

- (a) Structures that are permitted, with prior consent from the Council, are listed below. Refer to Appendix B for sizes and number of structures/containers permitted.

Within 75% Cultivation Area	Within 25% of Utility Area
Greenhouse (no glass)	Shed
Poly Tunnel	SMALL play equipment (mud-kitchen)
Fruit Cage	BBQ
Composter(s)	

- (b) Foundations/Area
 - (i) Concrete bases for sheds/other structures are not permitted. Concrete paving slabs can only be laid directly onto soil or a light bed of sand. The Council will have the right to recharge the tenant for the cost of removing a fixed structure using cement.
 - (ii) Structures must be placed within your plot boundaries with a minimum of 10cm (4inches) space between the edge of the structure and any path / boundary line.
 - (iii) All structures must be adequately secured to the ground to prevent uplifting, with sheds and greenhouses requiring a footing on slabs bedded on sand.
 - (iv) All structures must be kept within the boundary of the plot and must open inwards onto the plot.

(c) Construction Materials

- (i) Reclaimed or Recycled Materials; the Council will need detailed information about what will be used and how it will affect the external appearance. For example, old doors used as external walls are likely to be unacceptable.
- (ii) New Materials: brick and block work are not permitted as they are not easily removed and will also require additional planning permission.

5.3 Fences/Hedges

- (a) "Boundary fencing" comprises the fence around the external perimeter of the whole allotment site, including any security gates or barriers. Maintenance of external fencing is the Council's responsibility. Faults should be reported to the Council and will be repaired as soon as reasonably practical by a Council assigned contractor.
- (b) You are not permitted at any time to use the Allotment site boundary fence for support of a structure, use for hanging equipment on or any other use.
- (c) The Council is responsible for the maintenance of all Allotment Site Boundary Fencing and hedging that is owned.
- (d) Tenants are not allowed to construct fencing around their allotment plot unless there is significant evidence of rabbits on site, and if so, must request permission via email or in writing (see Appendix C).

PART 6 TENANT BREACH OF RULES

10.1 Warning

This will outline the nature of the breaches or complaint and will give instructions on the actions required. The tenant will be given 14 days to rectify all breaches identified by FCC.

10.2 Notice to Quit

If, after 14 days the tenant has not rectified the breaches or notified FCC of any exceptional circumstances (refer to 3.16 of the Rules: Request for Extension to Inspections), they will be issued with a Notice to Quit. Tenant(s) will then have 30-days to rectify the condition and remove any personal belongings. This process can be stopped at any point within the 30-day notice period, if breaches have been rectified.

NOTE: Should a tenant wish to stop this process, they will only be allowed one Notice to Quit in any one allotment year.

PART 7 PARISH COUNCILS RESPONSIBILITY

The FCC always remains the landowner and is therefore responsible for the administration of allotment sites including:

- 7.1 Waiting lists and letting of plots.
- 7.2 Rent collection.
- 7.3 Termination of tenancy agreements.
- 7.4 Enforcement of Rules & Regulations.
- 7.5 Repairs to site perimeter fences, gates, water source, main ridings and road infrastructure.
- 7.6 Vacant plot management.
- 7.7 Boundary hedge and tree management.

- 7.8 General repair/maintenance.
- 7.9 Landscape maintenance of common areas.
- 7.10 Liability Insurance for all common areas, FCC will not be held liable for any injuries relating to children who are not supervised on site.

PART 8 REPEAL OF RULES PREVIOUSLY IN FORCE

These Rules & Regulations supersede any previous rules in force on Allotment Gardens or land managed in a similar way by Fairfield's Community Council.

PART 9 ADDITION/AMENDMENT TO COUNCIL RULES

The Council reserves the right from time to time to add to or amend the rules as it deems necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof. Reasonable notice will be given for any changes, and it is the responsibility of the Tenant to keep themselves updated on the Council's Rules and Regulations through the duration of this tenancy.

PART 10 COMPLAINTS PROCEDURE

10.1 Between Tenants

Stage One: Requires consultation between the parties concerned to see if the matter can be resolved at this level.

Stage Two: Failure to agree on this matter will be escalated by referral to the Council, who will make the final decision.

10.2 Between Tenant(s) and the Council

- (a) Any Tenant who has a concern about their tenancy of an Allotment should raise it in writing in the first instance, to the Clerk.
- (b) If the concern is not answered to the Tenants' satisfaction, the Tenant must then write to the Chair of the Council, who will acknowledge receipt of the letter within seven days.
- (c) The Chair will investigate the matter and present the facts to the next Full Council meeting. The decision of the Council on any breach shall be final.

PART 11 USEFUL CONTACTS

1. MILTON KEYNES CITY COUNCIL (MKCC)
Civic Offices, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ

Waste and Recycling Centres

<https://www.milton-keynes.gov.uk/waste-recycling/community-recycling-centres-tips>

Allotment waste may be taken to one of MKCC's three Household Waste and Recycling Centres or tips, which are situated at:

- Crawley Road, Newport Pagnell
- Newport Road, New Bradwell
- Chesney Wold, Bleak Hall

Bonfires

You can contact MKCC about bonfires between 9am - 5.15pm Monday to Friday on 01908 252398 or by emailing customerservices@milton-keynes.gov.uk.

Pest Control

Tenants who have individual plot issues, contact:
DialAPest directly (seven days a week - 9am to 5pm) on 03444 828325.

2. THAMES VALLEY POLICE

Call 999 if:

- a serious offence is in progress or has just been committed.
- someone is in immediate danger or harm.
- property is in danger of being damaged.
- a serious disruption to the public is likely.

If you have a hearing or speech impairment, use our textphone service 18000. Or text us on 999 if you've pre-registered with the [emergencySMS service](#).

Silent 999 calls

If you're in danger but you can't talk on the phone, you should still call 999, then [follow these instructions](#) depending on whether you're calling from a mobile or a landline.

Call 101 for non-emergency enquiries.

If you have a hearing or speech impairment, use our textphone service on 18001 101.

3. THE NATIONAL ALLOTMENT SOCIETY

<https://www.nsalg.org.uk/>

APPENDIX A - PERMITTED WATER AND ORGANIC STORAGE CONTAINERS

All water containers MUST be connected to a structure like a shed or greenhouse and MUST have a fitted lid.



Water Butt
(200 Lt)



Water Butt
(100 Lt)



Plastic Drum
(220 Lt)

COMMERCIAL water containers are NOT allowed on site.



ORGANIC LIQUID FERTILIZERS (Borage/Comfrey) permitted container.

Standalone Slimline Garden Water Butt with lid and tap (does not need to be connected to anything)



APPENDIX B - APPLICATION FOR A STRUCTURE

The tenant shall not, without prior written consent from the Council, **erect** any structures, or **extend** or make **significant alterations** to any existing structures.

Tenants are to send a completed application to the Council in writing or via email clerk@fairfields-pc.gov.uk

Name & Surname.		
Select your site	Maximus Court	
	Marius Grove	
Plot Number.		
Contact Number.		
Email Address.		
Items permitted within the 75% cultivated area of your allotment plot. <i>(Tenants are allowed 2 of the 3 items listed below)</i>		
Greenhouse (no glass allowed)	Measuring no more than (8ft x 6ft)	
Poly tunnel	Measuring no more than One greenhouse measuring no more than (8ft x 6ft)	
Self-built composter	Refer to Appendix D for permitted size	
Items permitted within the 25% use for utility purposes on your allotment plot. <i>(Dependent on the plot size, Tenants are allowed 2 of the 3 items listed below)</i>		
Shed-small plot (75 sqm)	Measuring no more than 6ft x4ft	
Shed-medium plot (125 sqm)	Measuring no more than 8ft x 5ft	
Small play equipment	Mud-Kitchen	
Date request received.		
Council Decision.		
Comments.		

APPENDIX C – FENCING

Tenants are not permitted to erect any type of fencing, unless rabbits are proven to be evident.

The reason for not allowing fencing around plots is as follows:

Health & Safety

1. Can get tetanus from scratch from rusty fence.
2. Sharp edges can cause cuts and infections.

Landscaping Maintenance

Difficult to trim weeds around fencing. The Council and their appointed contractor will not be held responsible for any damage caused to existing fencing, which adjoins any main roads or pathways.

Other

1. Tenant(s) vacates plot(s) and leave poor fencing that new tenant does not wish to take on and will then cost to clear and get rid of.
2. Fencing is not common practice on allotment sites.

APPENDIX D – STRUCTURES

1. Composting is encouraged, for Health and Safety reasons, compost bins/structures should be properly maintained and used only for the composting of green waste.
2. Plastic compost bins are allowed only for the use that they are intended for and not to store rubbish.
3. Second hand chemically treated pallets are not permitted for use on allotment sites. Tenants are responsible for checking before bringing it on site (see point 10 below).
4. Any man-made structure should be constructed securely with strong joints to avoid collapse and the opening should face inwards onto your plot and not accessed via a pathway/road.
5. The maximum size of any compost structure permitted will be 2.4 m wide (two standard pallets) x 1.0 m depth (one standard pallet)
6. Structures must be placed within your plot boundaries with a minimum of 10cm (4 inches) space between the edge of the structure and any riding / boundary line.
7. Ideally there should be a mechanism for removing compost from the base of the structure.
8. Compost bins must be contained and not be stand-alone piles or allowed to overflow past the height of the structure.
9. Written permission must be sought prior to constructing a new compost heap.
10. Safe Second-Hand Wooden Pallets
Many wooden pallets undergo chemical treatments, but there are markings that you can check for on pallets to ensure that you do not end up using those which have had these toxic chemicals applied. Some pallets may have more than a single marking, and it is important to remember that an unsafe marking will usually supersede a safe one.

In general, safe pallets will carry the DB, KD, EPAL or HT markings, meaning that they haven't been treated with dangerous chemicals. Pallets marked with the letters DB have not been treated at all, while EPAL, KD and HY markings mean that the wooden pallets have been kiln- or heat-treated rather than being treated using toxic chemicals.

11. Markings on Unsafe Pallets
Markings to look out for include MB, which indicates that the wood has undergone treatment with the toxic chemical methyl bromide. A pallet may also be unsafe if it has the letters EUR but not EPAL as well. This is because it is an older code, meaning that you can't be sure what it has been treated with, and it is on occasion when a safe marking (EPAL) overrides a potentially unsafe EUR marking.

Another easy way to tell if pallets may be dangerous to reuse is if they are brightly coloured, as this could indicate that they have previously been used to move toxic chemicals. If in doubt, it is best to avoid reusing such pallets.

12. Pallets which are painted blue, red and brown should be avoided.

<https://www.1001pallets.com/pallet-safety/>

PERMITTED COMPOSTING STRUCTURES/BINS WITH ID LETTER

A



Purchase online (893 Lt)
H 70cm x L 113cm x W 113cm

B



Single 1.2 m wide x 1.0 depth
Standard Pallet

C



Double 2.4 m wide (two standard pallets)
x 1.0 m depth (one standard pallet)

D



Plastic Compost Bin
(High quality, ridged and long lasting)
Single bin is 500Lt
92cm wide x 92cm length

E



Plastic Compost Bin
(high quality, ridged and long lasting)
Double bin is 1000 Lt.
184cm wide x 184cm length

E



Composter Bin (300 Lt)

G



Compost Converter Bin (330 Lt)

USEFUL LINKS

How to Build a Compost Bin Using Pallets

<https://www.allotment-garden.org/composts-fertilisers/composting-making-compost/how-to-build-compost-bins-from-pallets/>

How to Build a Compost Bin Using Wood

<https://www.allotment-garden.org/composts-fertilisers/composting-making-compost/how-to-build-a-compost-bin/>

PERMITTED NUMBER OF COMPOSTING STRUCTURES/BINS

REFER TO ID PICTURES ABOVE

ID	SMALL PLOT (75sqm)	MEDIUM PLOT (125sqm)
A	1	1
B	1	1
C		1
D	1	2
E		1
F	1	2
G	1	2

Tenants are only permitted to choose one ID category for the size of their allotment plot.

Example:

If a tenant has a plot size A, they can choose one ID category A, or B, or D....

If you are not sure of what you are allowed, please contact the Council on clerk@fairfields-pc.gov.uk

PERMITTED FRUIT AND VEGETABLE CAGE STRUCTURES

Tenants are not permitted to use any permanent fixings in the construction of their cage. Cement is strictly prohibited.



PERMITTED RAISED BED STRUCTURES

