

Weaste Allotments Rules
For allotments at Don Avenue, Weaste, M6 8DZ

Definition of Terms

‘the **Council**’ means Salford City Council and includes any committee of the Council or an Officer appointed by the Council under the Allotments Acts 1908 – 1950.

‘**Association**’ means New Weaste Allotments and Gardening Association.

‘**Committee**’ means the lawfully elected management team of the Association.

‘**Rules**’ means these rules.

‘**Cultivation**’ means areas:-

- (i) used for the growing and upkeep of fruit trees and fruit bushes
- (ii) prepared and suitably covered or planted produce and other plant areas including soil beds, suitable containers, grow-bags, planted pots and seed trays, whether outside or inside greenhouses, poly-tunnels, or cold frames
- (iii) compost bins (suitable for the size of the area cultivated), and
- (iv) paths to give reasonable access between those areas for a wheelbarrow or similar.

‘**Allotment Plot**’ means the defined area of land used for the Cultivation of fruit, vegetables and flowers.

‘**Livestock Plot**’ means the defined area of land used to keep specified livestock.

‘**Allotments**’ or ‘**Plots**’ means any or all of the Allotment Plots and Livestock Plots.

‘**Site**’ means the entire area of land owned or leased by the Council comprising Allotments, paths, roadways, communal areas and buildings that is let as a whole to the Trustees of the Association.

‘**Allotment Officer**’ means the duly authorised employee of the Council whose role is to support the Association to manage the Site.

'Tenancy' means the letting of an Allotment by the Association to a person or persons.

'Tenancy Agreement' means the document in the form approved by the Association and the Council confirming the letting of an Allotment.

'Tenant' or **"Tenants"** means a person or persons who agree to take the Tenancy of a Plot and have signed a Tenancy Agreement.

'Period' means 1st January to 31 December of any year.

'Initial Period' means the number of months first agreed with the Tenant on signing the Tenancy Agreement, and any subsequent extension agreed in writing, for them to reach an advised acceptable level of cultivation for the Plot.

'Initial Rent' means the non-refundable sum payable for the Tenancy of an Allotment and all amenities provided with it for the Initial Period.

'Weaste Allotments' means the allotment site at Don Avenue, Weaste, M6 8DZ.

Throughout this document the following applies:

** Denotes a Site insurance requirement.

Pink lettering denotes Council consultation continuing or information.

Some sections will have these words after them:-

Note: The Association will create a written and/or photographic record of legacy breaches at the date of these Rules and work with the Tenant to rectify by the end of their Tenancy

These are items that will be in the Legacy Inspection undertaken in the months following the date the Rules were adopted.

1. Application

1.1. These Rules are

- 1.1.1. based on the Salford City Council Allotment Rules and Regulations 30th July 2018 including the Erection of Buildings Rules and Regulations made under Section 28 of the Small Holdings and Allotments Act 1908 (as amended);
- 1.1.2. as amended by the Association and advised to the Council on 9 July 2024
- 1.1.3. applied to all Allotments including any let before these Rules came into being on the date they were agreed by resolution at the Association's Annual General Meeting 20 July 2024.

1.2. Tenants must also observe any other rules or regulations advised to them by the Council or Association during their Tenancy:

- 1.2.1. due to changes to legislation or
- 1.2.2. for health and safety reasons; or
- 1.2.3. the Committee makes by resolution to enable or improve the management of the Site, or
- 1.2.4. by a member's vote where a change requires a General Meeting as defined in the Association's constitution.

1.3. Tenants must comply with all lawful directions given by or on behalf of an Allotment Officer or any directions properly given by a member of the Association Committee ('Committee Member') on behalf of the Association to uphold these Rules.

1.4. An Allotment Officer or Committee Member is not able to override these Rules without a resolution to the Committee other than in the event of imminent danger or harm or where there is a change in the Law.

2. Allocation of Vacant Allotments

- 2.1. All Tenants must complete and sign a Tenancy Agreement.
- 2.2. Any person, who at the time of offer by the Association of an Allotment, who is resident in the area governed by the Council, shall be eligible to become a Tenant of an Allotment and an Association member ('Member').
- 2.3. The Association will also consider applications from representatives of a health agency, organized or constituted community or charity groups whose members, clients or service users are in Salford.
- 2.4. Tenancies at Weaste Allotments will be offered by the Association to applicants in the strict time order in which their name is written on the Waiting List, including
 - 2.4.1. Tenants who wish to transfer from a well cultivated half Plot to a larger one when available, and
 - 2.4.2. persons regularly helping a Tenant on a Plot,

except for:-
 - 2.4.3. a Tenant who wants or needs a smaller Plot and gives up a half or whole Plot for the applicant at the top of the Waiting List, or
 - 2.4.4. a Tenant who feels they can not cultivate their Plot due to a change of circumstance and they add their name to the Waiting List as they leave the Site;

and in both cases their Plot is given back voluntarily
 - (i) in a timely manner;
 - (ii) in a good state;
 - (iii) after removal of all items and refuse as required by these Rules;

- 2.4.5. a team of Association Members that satisfies the Committee they are able to start and maintain a defined area of a Plot for either bee-keeping and/or hens for the benefit of the Association Members;
- 2.4.6. as otherwise directed by the Council if they have to relocate other allotment holders in Salford due to an allotment site closure.
- 2.5. A Tenant may nominate someone (**'the Nominee'**) in writing who shall be given first opportunity to take on the Tenancy of the Plot in the event of the death of the only Tenant or second Tenant. The Nominee may be:
- a) a co-habiting partner (whether or not married or in a civil partnership), or
 - b) an adult child in the same household, or
 - c) a co-parenting adult who may not reside at the same address as the Tenant, but the cultivation of the Allotment Plot provides food for the Tenant's non-adult children in split households whose care givers live in the Council area.
- 2.6. Only one Tenancy application per household (as defined by the Office of National Statistics) or group will be considered. A Tenant may ask for the inclusion of a second Tenant **from within the same household** who must sign the Tenancy Agreement.

[Current rule; s 2.6 under discussion with SCC November 2024]

3. Assignment

- 3.1. The Tenancy of an Allotment is personal to the Tenants. Tenants may not offer, assign, underlet or part with possession of all or part of
- i) their Allotment Plot or
 - ii) their Tenancy or

- iii) any Council or Association property including a #BeEasyAccess trug or Council owned brick shed (“**Brick Shed**”) which is part of that Tenancy.

4. Rent

- 4.1. Unless otherwise agreed in writing, the Rent due shall be paid as follows:-
 - 4.1.1. the Initial Rent at the signing of the Tenancy Agreement
 - 4.1.2. a further agreed sum on (if any) the extension of an Initial Period
 - 4.1.3. the amount due to the end of the next Period on successful completion of the Initial Period, and thereafter
 - 4.1.4. the Annual Rent in advance on the first day of January.
- 4.2. Tenants must pay Rent when the Association requires including at the start of a Tenancy.
- 4.3. The Association, acting reasonably, having given notice to the Tenant, may re-define the boundaries of any Allotment and re-calculate the Rent payable for it as necessary to promote the efficient and effective management of the site.
- 4.4. The Association may offer discounts at its discretion.
- 4.5. Rent may be increased at any time provided the Association takes reasonable steps to give all Tenants twelve months notice, except for:-
 - 4.5.1. charges related to existing or additional amenities (e.g. water supply) provided; and
 - 4.5.2. costs for facilities supplies (e.g. hygiene products and gate locks) or insurance for the Site

when the Association may change the Rent to cover that increase, at the next due date, subject to the Rent not exceeding the rent of a Council managed Plot of similar size with similar amenities.

- 4.6. The Association will try to issue annual invoices for Rent in the last week of November by email or post to any Tenant who is keeping to these Rules.

5. Cultivation and Use of the Allotments

5.1. Tenants must

- 5.1.1. use cultivated produce from their Plot for their own and their household's consumption or if the Tenant is a Group share it between members of that Group, and
- 5.1.2. not carry out any business at the Site, and
- 5.1.3. not sell produce from the Site, and Tenants who have poultry or bees on Site are encouraged to donate eggs and honey or beeswax in excess of their households and families or Groups use to local charities or community groups or other individuals in need.
- 5.1.4. keep their Plot
- i) clean,
 - ii) in a good state of fertility
 - iii) free from non-beneficial weeds and weed seeds
 - iv) in a good state of Cultivation (appropriate to the season and the length of time the Tenant has had the Plot) to at least 75% of the total area
- 5.1.5. have one or more suitably sized water collection containers proportionate to a half or whole Plot or located for shared use by #BeEasy Access plot Tenants
- 5.1.6. improve the Plot if requested by the Association.

5.2. Where a Tenant fails to maintain a good standard of Cultivation, the Association will:

- a) try to talk to the Tenant to understand any mitigating circumstances and Cultivation challenges; and/or
- b) issue a written notice to the Tenant (the 'Notice to Improve') explaining what is lacking and giving a maximum of 14 days for the Tenant to respond with a plan of how they will make improvement in a reasonable time frame acceptable to the Association, and/or
- c) if the Tenant does not respond in 14 days or at another inspection of the Plot is seen to have failed to improve the Plot as agreed, issue either:-
 - (a) a final Notice to Improve (if there are continuing or new mitigating circumstances); or
 - (b) a written notice to the Tenant (the 'Notice to Quit') confirming the date of re-entry which will usually be a maximum of 30 days to give the Tenant time to remove items from the Plot as per these Rules.

5.3. Tenants must not

5.3.1. cause any nuisance or annoyance to the occupier of any other Plot or

5.3.2. obstruct any brick shed or community building, access or shared path or roadway on the Site or

5.3.3. drive on the Site roads or parts of them in adverse weather or when advised by the Association or when cones have been placed to cordon off the access or

5.3.4. park on the Site except

- i) between the Community Hut and Shop without causing any obstruction;
- ii) at the North West of the site, near the concrete bays;

- iii) at the South East end off the circuit in the Spring and Summer;
- iv) as otherwise advised in writing.

** Parking and driving on site is at the owners own risk.

At busy times on Site all Tenants are asked to consider the on-site parking needs of those less able than themselves.

Parking may also be available outside the Site (in the fenced parking area to the left of the gate before entry).

- 5.4. Allotments must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 5.5. Gates, arches and fences must not to be grown or erected across shared paths between Plots.
- 5.6. Within the boundary of their Allotment the Tenant must keep
 - 5.6.1. fences and gates properly maintained;
 - 5.6.2. hedges properly cut or trimmed and obtain suitable authority from the Rural Payments Agency if the Tenant wishes to cut or trim a hedge from 1st March to 31st August that is
 - i) more than 20 metres long with gaps of 20 metre or less in its length or
 - ii) less than 20 metres long, but meets another hedgerow at each end andin either case a gap of 20 metres or less will be treated as part of the hedgerow.
 - 5.6.3. ditches cleaned, covered if possible and if not clearly visible.
- 5.7. Tenants must not cut or prune any trees adjoining the Site, without prior approval, via the Committee, from the Council.

5.8. A Tenant may only cultivate fruit trees from dwarf stock on an Allotment Plot, subject to

- i) a maximum of six per (whole) Plot, except with permission from the Association, and
- ii) each fruit tree being
- iii) less than 3 metres tall and
- iv) planted and maintained so that it is not over-hanging fences, shared paths, the next Plot or the Site road.

Note: The Association will create a written and/or photographic record of legacy breaches at the date of these Rules and work with the Tenant to rectify by the end of their Tenancy.

5.9. The Tenant shall be responsible for:-

5.9.1. the Plot and all that is on it

5.9.2. only bringing items on to the Site during the Tenancy that are allowed in these Rules

5.9.3. removal from the Site at the termination of the Tenancy all items and buildings, not owned by the Council or Association, on their Plot or in any Council-owned brick shed forming part of their Tenancy

5.9.4. not leaving the Plot in a poor state of Cultivation

5.9.5. paying the costs of remedy or disposal for any items left on the Site by them and they items will be disposed of in any manner, which the Association deems fit after the Tenancy has terminated.

6. Waste management

6.1. Tenants must make every effort to:-

- 6.1.1. compost, in a composting area on their own Plot (or by agreement located for shared use between the Tenants of the #BeEasy Access plot), appropriate fully biodegradable organic waste materials;
 - 6.1.2. recycle, re-purpose or otherwise re-use timbers, plastic and other non-degradable items used on their Plot;
 - 6.1.3. burn,
 - i) appropriate dry materials on their Plot, or on any Site burning area removing the ash for use on their Plot or off the Site
 - ii) any pernicious weeds or plants infected with disease such as club root or white rot when dry on their own Plot or take them to an approved disposal facility.
 - 6.1.4. bag, seal and remove from the Site all non-compostable material regularly and at the end of their Tenancy.
- 6.2. If a Tenant identifies Japanese Knotweed It must not be put on any communal burning area or buried on Site or taken to the Council waste facilities.

The Tenant should advise the Committee immediately, and if it is

- a) on their Plot the Tenant must deal with it using Government guidelines to stop it spreading, or
- b) seen on or coming through from neighbouring land the Committee, with the support of the Allotment Officer, will arrange with any neighbouring land owner to take action.

N.B. The Council spray twice a year so advising us helps us to tell them where they can be most effective.

- 6.3. The Association requires small fires, for the burning of dry plant material to be suitably contained on a Plot or communal burning area and small fires are only permitted:-
- 6.3.1. during daylight hours when there is minimal wind or rainfall, and
 - 6.3.2. if the small fires do not cause any nuisance or annoyance to other Tenants or local residents, and
 - 6.3.3. ** when not started using any form of accelerant
 - 6.3.4. where the small fires are stoked or fed gradually with care and ** attended at all times by a responsible adult
 - 6.3.5. when a bucket of water is kept nearby and
 - 6.3.6. if fully extinguished before the Tenant leaves the Plot or any communal use burning area being used
- 6.4. ** When using the burning area the area is cleared by the Tenant so there are no overhanging branches, minimal grass and scrub nearby and all property, fences and vehicles are no less than ten metres away.
- 6.5. Plastics, painted and coated wood or other items that may give off toxic fumes must not be burnt anywhere on the Site.
- 6.6. ** Fireworks (other than sparklers) and any other explosives are not permitted.
- 6.7. Wood burners are installed at the Tenant's own risk into their own shed's and containers. ** They are not indemnified under the Site insurance for any damage caused to property or crops on their own or other Plots.

[** Site insurance requirements]

6.8. Asbestos, Toxic and Hazardous Materials

- 6.8.1. Do not bring on to the Site at any time.
- 6.8.2. If a Tenant finds asbestos cement on their Plot, as part of structures or fragments buried in the soil advise the Association.

The Association will then contact the Allotment Officer, giving the Allotment Site name, Plot number, and the location of the asbestos so that it can be collected and disposed of appropriately.

- 6.8.3. Do not bury asbestos or move it from a Plot.
- 6.8.4. If a Tenant wishes to remove a structure containing asbestos, contact the Allotment Officer via the Association for advice on how it should be dealt with.
- 6.8.5. The storage of any toxic or hazardous materials or materials not for use on the Allotment is strictly forbidden. This includes items that may leach poisonous or carcinogenic substances e.g. tyres.

7. Other Restrictions

- 7.1. Hose pipes shall not be used for any other purpose than filling water containers or drawing water from those containers.
 - 7.1.1. The Association will consider on a case-by-case basis exemptions for Tenants who may be unable to lift filled 2 gallon watering cans subject to those Tenants watering sparingly by hose pipe on their own plot.
 - 7.1.2. Hose pipes must not be left attached to stand pipes when the Tenant leaves the Site.
 - 7.1.3. Hose pipes must not be left unattended when filling containers.

- 7.1.4. Tenants should consider other Tenants and restrict their time of use at the stand pipe during busy times.
 - 7.2. Stand pipes are the responsibility of the Council.
 - 7.2.1. Leaks or faulty fixings should be reported to the Association for remedy.
 - 7.2.2. Tenants should not be using the stand pipes in freezing conditions whether or not advised by the Association to stop use.
 - 7.3. Tenants must not bring onto the Site corrugated or sheeted iron (or similar metal objects) or barbed wire or razor wire unless authorised in writing by the Allotments Officer via the Association.
 - 7.4. Only recognised horticultural products shall be used as a weed suppressor.
 - 7.4.1. Any pesticides must comply with current legislation regarding their use and storage.
 - 7.4.2. All such materials must be stored in a safe manner and not be allowed to become a hazard or nuisance to people or the environment.
 - 7.5. No toxic or hazardous or non-horticultural substances or contaminated waste, tyres or carpets should be stored on or brought onto the Site.
- Note: The Association will create a written and/or photographic record of s7.2, s7.3 and s7.4 legacy breaches and work with the Tenant to remove these items as soon as practical.**
- 7.6. Rubbish, refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) must not be deposited on a Plot, the Site or any adjoining land by the Tenant or by anyone else.

- 7.7. Tenants must not remove any mineral, gravel, sand, earth or clay from the Site (that they did not bring on) unless they have written permission to do so by the Council via the Association.
- 7.8. Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment or any local resident.
- 7.9. The Site may not be used for any illegal or immoral purpose and the Tenant must observe all relevant legislation or Codes of Practice relating to their activities on the Site.

[The Council has been unable to advise what Codes of Practice are as at November 2024.]

- 7.10. Where the Council's legal title to the Site requires certain covenants and conditions to be observed, all Tenants on that Site must observe those covenants and conditions.

If the Committee is advised of any they will be put on the Community Notice Board and Facebook Group.

Council advise: HV Electric Cable – concrete covered - to the east of the site at the rear of Plots 01 to 19.01 prevent deep digging near the fence. Utility company will have right of access in emergency and removal of structures built across the HV line. Map available to tenants of those plots.

8. Dogs, Livestock and Bees

- 8.1. Dogs must not be housed on a Plot.
 - 8.1.1. Dogs must not be brought on to any part of the Site unless they are on, and stay on, an appropriate lead or restraint, and are muzzled where required by law.
 - i) The lead or restraint should ensure the dog does not:-
 - a) rest on a shared path with adjacent Plots or
 - b) enter another Tenant's Plot

- 8.1.2. All fouling, whether on Plots, pathways, communal areas or roads must be removed from the Site by the Tenant.
- 8.2. A Tenant must obtain prior permission from the Association to keep livestock including bees, and
- i) sign an addition to the standard Tenancy Agreement
 - ii) comply with any husbandry conditions as required
 - iii) comply with the Animal Welfare Act 2006 (as amended).
 - iv) ensure that any Authorised Person or other person providing temporary cover is suitably trained to look after the livestock needs.
- 8.3. Poultry or rabbits may be kept on Plots subject to compliance with the following:-
- 8.3.1. Allotment Plots: A maximum of ten hens and ten rabbits may be permitted per Plot. Cockerels, geese, ducks and turkeys will not be permitted
- 8.3.2. Livestock Plots: Association Members may form a crew or a team to keep livestock as follows:-
- a) Hens: A “Community Chicken Plot” (“CCP”) to provide clean eggs for purchase by members of the Association with excess funds for the benefit of the Association.
 - (i) The CCP may have a maximum of 20 birds in total to comply with the Association Insurance.
 - (ii) The Committee will not unreasonably withhold approval for a CCP subject to the crew/team electing an organiser and having enough Association Members who will:-
 - (a) comply with all of the Rules relating to Livestock Plots as they apply to hens
 - (b) be responsible for ensuring that eggs sold are safe for consumption and for dealing with any public health issues.

- b) Bees: A Community Bee Apiary (CBA) may be established to provide honey for purchase by members of the Association with excess funds for the benefit of the Association. The Association will insure the apiary through an appropriate membership with MDBKA.
 - (i) The Committee will not unreasonably withhold approval for a CBA subject to the team electing an organiser and having enough Association Members who will:-
 - (a) comply with the Rules relating to Livestock Plots as they apply to bees
 - (b) each provide
 - (i) bee keeper training certificates and
 - (ii) BDI insurance (through MDBKA or similar) as required and
 - (iii) be responsible for ensuring that honey sold is safe for consumption and for dealing with any public health issues.

8.3.3. For the CCP and the CBA the organiser will be responsible for

- i) drawing up a budget to show the CCP or CBA will be self-funding in the first and each subsequent year
- ii) keeping a list of income and expenditure and
- iii) reporting annually to the Association and when requested to the Trustees or Committee.

8.3.4. All livestock must be provided with:-

- i) a clean, comfortable shelter, including for poultry a coop, secured shut with a padlock, unless in a totally fenced and roofed area
- ii) sufficient space to move freely and follow their natural patterns of behavior

- iii) fresh clean drinking water, for poultry on a daily basis, including when the Council may not be able to provide a water supply to the Site e.g. during a freeze
- iv) suitable grown or purchased food in ample quantity
Grain and foodstuffs must be stored in ** vermin proof containers or off-site.

Household kitchen waste including vegetable scraps are prohibited under Animals By-Products (Enforcement) (England) Regulations 2011.
[**Note: Site Insurance Requirement.]

8.4. Housing must be kept in good order and

- 8.4.1. for poultry cleaned daily and disinfected at least monthly or otherwise as necessary;
- 8.4.2. for bees should be checked regularly with action taken as appropriate for varroa mite or other pests and diseases.

8.5. The keeping of poultry must be performed in accordance with all relevant regulations provided by the Department for Environment Food and Rural Affairs

8.6. It is illegal to bury, burn or cremate livestock carcasses on or off Site as per the Animal By-Products Regulations 2003.
Appropriate arrangements must be made by the Tenant to dispose of any carcasses.

8.7. A Tenant shall not bring beehives onto a Plot without the prior written consent of the Association. The Association may impose conditions to the consent to minimise nuisance or inconvenience.

8.7.1. Any beekeeper authorised to keep beehives on a Plot shall:-

- i) ** provide copy certificates to show they are a member of The British Bee Keepers Association or an affiliated Association;

- ii) have completed an appropriate training course (** a minimum Basic Assessment as described by BBKA) or be supervised by a qualified beekeeper with 5 years experience and
- iii) shall hold appropriate insurance.
** The Association require the disease insurance to be with Bee Diseases Insurance Limited (BDI) and the beekeeper to provide a certificate annually.

8.8. The beekeeper must

- 8.8.1. ** have taken appropriate precautions to protect neighbours against the activities of their bees in accordance with the recommendations of the BBKA
- 8.8.2. display a contact number clearly on the outside of the area
- 8.8.3. make sure that anyone, who provides cover for the Tenant in their temporary absence
 - (i) is qualified and insured, and
 - (ii) if not an existing Tenant or Authorised Person their full details advised to the Association and
 - (iii) provide the appropriate documents for them to the Association.

[** Note: Site insurance requirement]

8.9. The Association reserve the right to permit outside agencies (e.g. R.S.P.C.A. or DEFRA or Public Health) to inspect Plots with respect to animal health and environmental issues.

8.10. Plots may be subject to removal of the agreement to keep livestock including bees or for the Community use of that Plot where

8.10.1. there is a lack of team members in the CCP or CBA to provide adequate animal husbandry or bee keeping and

8.10.2. any Plots with permission for livestock where no livestock or bees are present for more than three months.

9. Unauthorised Persons

9.1. An unauthorised person is someone who enters the site without the Tenant to work their Plot who is not providing either:-

9.1.1. one-off or irregular temporary cultivation cover e.g. for a Tenant's holiday or sickness, as advised to the Association where possible (**'Advised Person'**) or

9.1.2. regular cultivation cover or assistance over a longer period due to the Tenant's circumstances, as advised to and agreed with the Association where that person has been registered with the Association (**'Authorised Person'**).

9.2. A person accompanied by the Tenant is allowed on the Site (**'Accompanied Person'**); an Accompanied Person may be family or a friend or other (delivering goods to, or undertaking work at, or disposing of waste from the Tenant's Plot) who must be accompanied by the Tenant at all times in all areas of the Site.

9.3. The Tenant is responsible for making sure each Accompanied Person, Advised Person or Authorised Person complies with these Rules.

9.4. The Association may order any person entering the Site unlawfully or in breach of these Rules to leave immediately.

9.5. The Association may take action against a Tenant for allowing an unauthorised person to be on the Site when it has reasonable grounds for believing that by permitting unlawful access, the Tenant has seriously inconvenienced other users of the site.

9.6. The transfer of keys to any unauthorised person is strictly prohibited. An Accompanied Person does not need a key.

9.7. The Association may at its discretion and subject to a refundable deposit issue a separate key to the Tenant for an Authorised Person. An Advised Person or an Authorised Person may use the Tenant's key temporarily for the purposes described in s9.1.

10. Paths

10.1. Paths provided by Tenants must be within the boundaries of their own Plot and kept reasonably free from weeds all year.

10.2. Paths between two Plots must be kept reasonably free from weeds all year.

10.3. A Weaste Allotments plot map, indicating path responsibility, is available in the community hut and posted in the Facebook Group.

10.3.1. In general, the Tenant's responsibility is the path to the right of their Plot looking at the Plot from the Site road.

10.3.2. Plots 19.01, 20.01, 20.02, 20.03, 37, 54 and 56 do not have a path to the right of the Plots, but do have a ditch, hedge or fence lines to keep clear of overgrowth around their Plots.

10.3.3. Plots 20 and 20.01 are responsible for the path to the fruit stores.

10.3.4. Plots 75, 75A, 76, 77, 78, 79, and 80 are responsible for the right hand communal paths between them.

10.4. Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Plot.

11. Ponds, Paths, Temporary Buildings and Structures

11.1. The Tenant must not without the prior written consent of the Association erect or construct on their Plot any

a) fences or gates or arches across or on shared paths

- b) other structures that do not comply with these Rules
 - c) ponds.
- 11.2. The Association may impose conditions to the consent as they think fit due to changing insurance terms, environmental or other risk, or social circumstances at the Site, or in law.
- 11.3. ** The Association's Insurance will not cover any claims relating to any size or style of pond where the Association's insurer's pond endorsement is not also complied with.
- 11.3.1. The endorsement requires a specific written agreement to the Tenant's pond safety measures if the following is not in place:-
- i) A fence around the pond or plot where the pond is located that is no less than 1m high
 - ii) All sections of the fence should be clear of objects that will allow a child to use them to climb over the fence
 - iii) If a gate is fitted, the gate should be self-closing and open outwards from the pond with the latch/lock being fitted to the inside
- 11.4. No cinder, shale, slate, stone, or non-organic chipping path may be constructed across the Plot without Association consent.

Note: The Association will create a written and/or photographic record of legacy breaches and work with the Tenant to rectify by or at the end of their Tenancy.

11.5. A Tenant may erect on their Plot temporary

- i) fruit or other protective cages suitable to the crops being grown, and
- ii) greenhouses and/or poly-tunnels (**'Cultivation Buildings'**), and
- iii) sheds for tools and/or potting or tool lockers (**'Non-Cultivation Buildings'**), and
- iv) if the Tenancy includes poultry and/or rabbits or bees their housing and/or exercise area (**'Livestock Structures'**)

The items in 11.3 (b), (c) and (d) all together are known as the **'Buildings'** and are subject to the following conditions:

11.6. The Buildings' size are restricted by the:-

- i) ground area covered:-
 - (a) Non-Cultivation Buildings must not exceed by 10 square metres or 10% of the Plot whichever is smaller
 - (b) Cultivation Buildings must not exceed 25% of the Cultivation area for the Plot at any one time
 - (c) Livestock Buildings for hens or rabbits are to occupy no more than twenty square metres of the total area of any Plot; and
- ii) height of any Building; must not exceed 2.5 metres (8ft 3") at the tallest point

11.7. The Buildings must be placed in a position taking in to consideration the following:

- i) not obstructing neighbours light or access
- ii) appearance, shape, and placing next to similar Buildings on neighbouring plots where possible
- iii) growing aspect

- iv) ground conditions
- v) theft and vandalism; placing close to, but not on Site boundary fences
- vi) to prevent nuisance to other Plot holders or off-site neighbours due to the Buildings use

11.8. Each Building should be constructed from good quality suitable material and shall be maintained in good repair as recommended by the manufacturer depending on whether the Building is wood, plastic or metal.

11.9. Buildings erected on Plots at 20 July 2024 will be exempt from these regulations providing that they are

- i) deemed by the Association to be safe and
- ii) within current legal restrictions for temporary buildings and
- iii) until such time as the Tenancy of such Allotment changes and

New structures after 20 July 2024 must comply with these Rules.

Note: The Association will create a written and/or photographic record of legacy breaches and work with the Tenants to rectify by or at the end of their Tenancy.

11.10. A Tenant may erect the Non-Cultivation Buildings and Cultivation Buildings without Association permission if the area size, height and location complies with these Rules, but if in any doubt a Tenant may submit a hand-drawn plan to the Committee for consideration prior to construction.

11.11. The Association reserves the right to ask for Non-Cultivation Buildings, Cultivation Buildings, and Livestock Structures to be moved or removed if the Buildings become unsafe, unlawful or their use causes nuisance to others.

11.12. The purchase, erection, repairs and removal of the Buildings, are the responsibility of the Tenant.

11.12.1. If the Tenant is unable to arrange the physical transfer of a Building conforming to these Rules to another Tenant prior to leaving, the Tenant's Buildings and any paving slabs, bricks, gravel, hard core or sand used for the floor or foundation shall be removed from the Site by the Tenant on the Tenancy ceasing for any reason, whether or not the Building complies with these Rules, without liability or claim for compensation being made against the Association.

11.12.2. The costs to the Association of removing any Buildings if the Tenant fails to do so will be charged to and recovered from the Tenant.

11.13. Cultivation Buildings: Greenhouses and Poly-tunnels

11.13.1. Any greenhouse or poly-tunnel shall be used only in connection with Cultivation for the Plot or Site on which it is situated.

11.13.2. Any greenhouse whether metal or wooden framed should be

- i) properly secured to the ground
- ii) with removable footings e.g. paving slabs or brick on sand or gravel
- iii) strengthened to withstand high winds
- iv) securely glazed appropriate to
 - (i) the Tenant's safety need and
 - (ii) adverse weather conditions

11.14. Any poly-tunnel whether metal or wooden framed should be

- i) securely anchored with weights on the poles (if not buried)
- ii) suitably and securely covered to withstand high winds
- iii) weighted on the cover skirt (if not buried)

11.15. Livestock Structures: Housing and Exercise areas

11.15.1. Tenants who have signed a Permissions Agreement for a Livestock Plot Tenancy may erect Livestock Buildings subject to the following:

- i) Before consent is given for erection of any proposed Livestock Buildings the Tenant shall have submitted scale plans, details and specifications together with such other information as may be required to the Association to show compliance with suitable animal husbandry practices.
- ii) Any part of a Plot used for keeping livestock must be securely and adequately fenced to the satisfaction of the Association.
- iii) The area(s) where the livestock are kept are to be clearly separate and marked with signs including the Tenants contact details.
- iv) All must be kept in such a place or in such a manner as to not be prejudicial to health or a nuisance.

Information on how to house and look after hens may be found on many websites including: RSPCA (Welfare of Animals on Allotments) and British Hen Welfare Trust.

12. Council Owned Brick Sheds

12.1. Any Council owned Brick Shed let by the Association must only be used in connection with the proper cultivation of the Plot and no trade or business may be carried out from it.

12.2. Petrol, oil, fuel, lubricants or other flammable liquids must not be stored in the Brick Shed.

12.3. The Association is not to be liable for loss of, or damage to, whether by accident, fire, theft or otherwise, any tools or contents in the Brick Shed.

12.4. The Association shall not be obliged to replace or repair any Brick Shed which is destroyed or damaged.

- 12.5. The Tenant shall take reasonable care of the contents of Brick Shed and shall be liable for any damage caused by the contents.
- 12.6. The Tenant must not move, demolish or alter the Brick Shed, but must keep it in good repair at all times and in particular, must make good any defect or repair within one month of the Association giving the Tenant a Notice to Rectify specifying the repair required.
- 12.7. The Association may
- 12.7.1. re-enter any Brick Shed without notice where the rent is not paid as required or where the Brick Shed being used is not registered on a Tenancy Agreement, and
- 12.7.2. dispose of the contents as the Association sees fit and charge any costs to the previous Tenant (if the Brick Shed was not emptied by them at the end of their Tenancy).

13. Inspection

- 13.1. The Association will facilitate regular inspections of the Plots to assess levels of Cultivation and compliance with these Rules.
- 13.2. Any Buildings or other structure on a Plot and any Brick Shed let by the Association may be inspected by the Association or the Allotment Officer at any time.
- 13.3. The Tenant must give whatever access is required by the persons inspecting on behalf of the Association, the Trustees, Committee Members or the Allotment Officer at any time.

14. Disputes

- 14.1. Disputes between Tenants are referred to the Association as per the Constitution.
- 14.2. The Trustees may refer the matter to the Allotment Officer if the Tenants will not uphold the Association's decision.

15. Termination

15.1. Unless otherwise agreed in writing, the Plot Tenancy is to terminate on the earliest of:

15.1.1. the end of the Initial Period if the agreed acceptable level of cultivation is not achieved, or

15.1.2. the 31st December next or

15.1.3. the date of the death of a Tenant where there is

15.1.4. no second Tenant or

15.1.5. a Nominee; or

15.1.6. the date before the issue of the next Rent period invoice that a Tenant advises in writing to the Association, for whatever reason, to enable hand back of the Plot in a reasonable state of Cultivation.

15.2. The Plot Tenancy may be terminated by the Association by re-entry after one-months notice if:

15.2.1. The Annual Rent or any part of it is in arrear for not less than forty days (without agreement).

15.2.2. The Tenant is not duly observing the Rules affecting their Plot, or any other condition of the Tenancy and has been advised of the same by at least one Notice of Improvement or Notice to Rectify.

15.2.3. the Tenant becomes bankrupt or compounds with creditors.

15.2.4. a Tenant is found to be a non-Salford resident or the Tenant informs the Association they are moving outside of the Council's boundary.

15.3. The Site Tenancy and therefore the Plot Tenancies may be terminated by the Council

15.3.1. by not less than 12 month's notice in writing expiring on the sixth day of April or on or after the twenty-ninth day of September in any year, and

15.3.2. The Tenant will be invoiced by the Association for and required to pay Rent due to the expiry date.

15.4. The Site Tenancy and therefore the Plot Tenancies may be terminated by the Council by re-entry after 3 month's notice in writing on account of the Site being required for any purpose allowed by law: -

15.4.1. other than use for agriculture, for which it was acquired by the Council, or if it has been appropriated under any statutory provision, or

15.4.2. for building, mining or any other industrial purpose for roads or sewers, necessary in connection with any of these purposes.

16. Change of Address and Notices

16.1. Tenants must immediately inform the Association in writing of changes of address of any person on their Tenancy Agreement.

16.2. Any notice must be served on a Tenant:-

16.2.1. in writing, addressed to the Tenant's last known address;

16.2.2. in person or

16.2.3. by leaving it at a Tenant's address or

16.2.4. by postal services such as Royal Mail Large Letter Tracked 24 (2nd Class) or Signed For 1st Class or Special Delivery letter

- 16.2.5. by fixing a redacted address notice in a conspicuous manner at their Plot or Brick Shed,
- 16.2.6. with a record of the service by way of either a written or signed or postal service tracking receipt or a photograph.

In addition, the Association may try to phone, or text or use a message service such as WhatsApp or Messenger or email with a copy of the Notice and record attached to advise the notice has been issued.

- 16.3. Notices served under section 16.2 will be treated as properly served even if not in fact received.
- 16.4. Notices to be given to the Association should be addressed to the Trustees via the Secretary or the Chair or such other postal addresses as the Association notifies in writing to the Tenant. In addition, the Association may be sent a notification by email to the Trustees, Secretary and the Chair person.

17. Interpretation and Repeal

- 17.1. These Rules were agreed by the Association Committee on 9 June 2024, reviewed by the Council on 09 July 2024 and agreed by the Association Members on 20 July 2024, with small additions post the AGM for changes to laws on hedging, responses from the Council, plus changes to Livestock permissions agreed at the Committee Meeting 26 October 2024.
- 17.2. The Rules for the Site will revert to the Salford City Council Rules and Regulations 30th July 2018, as subsequently amended by the Council, if the Site is returned to the Council for any reason.

END