



London Borough of Hounslow

Allotment Rules

Welcome to Hounslow's allotment community. We hope you will enjoy your time on the allotments, make friends, develop your skills as well as producing fine food for your table.

All tenants of Hounslow Council's Allotments are bound by the allotment rules in relation to their tenancy agreement. Regular allotment visits and inspections are undertaken by the dedicated allotment officer.

The Allotment Rules for the London Borough of Hounslow apply in conjunction with the Allotment Acts 1908-1950 and subsequent revisions.

The council reserves the right to review this agreement and the charges for allotments and services as required. Before making any changes, the council will give you notice of such changes.

Any tenant found to be in breach of the allotment rules will be formally written to, and as a general rule a period of 28 days is allowed to comply with the notice issued. Failure to comply with a notice issued by the council or their managing agent will result in an eviction notice being served.

1 Cultivation

You must keep the allotment in cultivation, maintain the soil in a healthy and fertile state and keep weeds under control not impinging against neighbouring plots. Failure to do so may lead to the issue of an improvement notice from the council. New tenants will receive a grace period of 6 months from the commencement of their tenancy and will then be subject to future cultivation inspections.

- 1.1 In the case of non-cultivation due to ill health or bereavement, a maximum 6 month period of grace may be allowed subject to medical evidence being made available in the case of illness. Each case will be reviewed on its merits.
- 1.2 Trees or shrubs growing on or near the site boundary must not be cut or pruned without permission from the Council. Soil, gravel, sand or clay must not be removed from the allotment site.
- 1.3 Fruit bushes must be kept under control and not allowed to encroach over paths. Only fruit bushes grown on a dwarf rootstock is to be planted, any fruit trees existing or new should not be permitted to overshadow adjacent plots
- 1.4 Boundary hedges forming part of an allotment or across an adjacent path must be properly cut and trimmed in accordance with good horticultural practices and not be allowed to restrict access to adjacent plots.
- 1.5 Wildflowers and areas formally cultivated for wildlife must not exceed 10% of the plot.
- 1.6 NO children's play equipment is permitted on plots
- 1.7 Notifiable Pests and plant disease's (See appendix A), Injurious Weeds (See Appendix B) and Invasive plants such as, Japanese Knotweed, Himalayan Balsam and Giant Hogweed must not be planted and if seen, reported to the Allotment Officer immediately.

- 1.8 Soil, ash and any other material likely to be contaminated must not be brought onto the allotments.

2 Water Supply & Hoses

The preferred method of watering is by the use of watering cans and hoses should not be used.

- 2.1 No connections or alterations can be made to the water supply (including pipes, taps, and tanks) on the allotment site. Any tenant found to be making any modification to the existing supply will be served with a notice of non-compliance and may be served with a termination notice without further warning.
- 2.2 Mains water supply; toilet facilities; fences, hedges and gates; paths and hauling ways, where they exist are privileges and misuse by plot holders may result in termination of their use. Tenants are requested to conserve water.

To conserve water as far as possible: not to use sprinkler attachments for watering; not to leave an unattended hose attached to a water tap; to observe hose pipe bans when in force; wherever possible to use watering cans (or similar) when watering.

3 Fires & Barbeques

Fires are not permitted on any allotments under Hounslow's smoke orders.

- 3.1 Barbeques will be permitted on allotment sites and need to be limited to individual plots and small social gatherings, they are limited to plot holders and helpers only, any barbecues should not cause a nuisance to any neighbours of the plots.

4 Composting, Litter and General Waste

- 4.1 Carpets/underlay are prohibited to mulch plots.
- 4.2 Compost must be stored in properly constructed, covered containers or well-maintained heaps which are regularly turned. Compost heaps must be wholly contained within the tenant's own plot.
- 4.3 You must not fly tip any materials, arisings or rubbish (including tyres, industrial or building waste and household articles) from your allotment plot, or from off site, anywhere on the allotment site Any tenant found to be using their plot to store household waste and refuse will be required to remove it. Failure to comply will result in a termination notice being served. ***If the Council or its agent has to clear rubbish from a plot, the tenant responsible will be re-charged for the cost of removal.***

5 Dogs, animals and bees

- 5.1 Dogs are only permitted on allotment sites when on a lead and not be allowed to roam freely. Owners are responsible for clearing their animal's fouling.
- 5.2 Animals or livestock must not be kept on site, with the exception of hens or rabbits and then, only with the permission of the Council or its managing agent. Policies and agreements for poultry must be completed by any tenant prior to being permitted to keep them on the site,
- 5.3 The minimum size of plot that birds may be kept on is 125 square metres or 5 rods. The keeping of poultry is governed by the Allotment Poultry Keeping Agreement (Appendix A)

- 5.4 Bee keeping can only be permitted with the authorisation from the Council or its managing agent. Policies for beekeeping must be completed by any tenant prior to permission being granted. The keeping of bees is governed by the Beekeeping Agreement, Appendix B.

6 Sheds, greenhouses, structures, paths and plot markers

- 6.1 All structures must be temporary and no permanent footings or bases may be constructed. No buildings or structures can be erected by the tenant on the plot other than sheds, greenhouses, and fruit cages. All structures must be removed when the tenant leaves. Costs for removal to be borne by the tenant.
- 6.2 Sheds, greenhouses, fences, polytunnels and other structures can only be erected after permission has been given by the Council or its managing agent. Where permission is granted the structure should be situated well within the boundaries of the allotment, should not impede traffic on the common pathways, should not cause shade for an extended period to a neighbouring plot. The Council or their representative will remove unauthorised structures and materials and reclaim the cost of removal from the tenant
- 6.3 Permission will only be granted to any proposed structure that are deemed to be appropriate for the site, any structures deemed inappropriate will be requested to be removed. At least 75% of the plot must be retained as open growing space at all times.
- 6.4 All cold frames and glass/greenhouses must be made from fit-for-purpose materials.
- 6.5 All paths, including main paths, must be kept clear of obstructions at all times and not be encroached upon. Paths must not be reduced by plot extensions.
- 6.6 Paths between allotments must be at least 60cm/2ft wide and the adjacent tenants are responsible for keeping the nearest half to their plot in good order.
- 6.7 Enclosing of plots with fences must be agreed with the allotment officer, if permitted appropriate materials must be used and be kept to a reasonable height for the plot, barbed wire is forbidden anywhere on the site. Fencing must be maintained by the allotment holder.
- 6.8 Tenants are responsible for ensuring that the number of their plot remains clearly displayed.

7 Security and safety

- 7.1 Tenants are responsible for locking the site gate upon entry and exit to the site.
- 7.2 Site keys must be returned on termination of the tenancy.
- 7.3 Access to the site must only be gained by an authorised entrance, and tenants must not make any other means of entrance or exit.
- 7.4 All visitors are the responsibility of the plot holder and the plot holder needs to explain the allotment rules, show visitor's where your plot's boundaries are and explain that other people's plots are strictly off-limits.

- 7.5 In case of incidents concerning personal safety or safety of personal belongings the Tenant is advised to report any crime to the Metropolitan Police and should be reported to the council or its managing agent.
- 7.6 Tenants are responsible for ensuring that no potentially dangerous articles are left on the allotment. Wrap broken glass in newspaper and dispose of it and other hazards, e.g. scrap metal, safely away from the allotments.
- 7.7 Wasp nests on an individual plot are the responsibility of the plot holder to remove where required. Advice can be sought from the council's pest control department on 020 8583 2000.

8 Pesticides and Fertilizers

If not feasible to be organically managed, all tenants have a duty of care to manage the use of pesticides using approved methods.

Where possible all allotments should be organically cultivated, all compost should be peat free.

- 8.1 Chemicals must be stored in a safe place in their original, labelled containers and be used in accordance with the manufacturer's instructions and current legislation and must not be allowed to spread beyond your allotment. Particular caution must be exercised in the vicinity of ponds, hedges and other wildlife features. Any plot holder found not meeting their duty of care may have their lease terminated without notice.
- 8.2 Keep all chemicals in their original, labelled containers and follow the instructions carefully. Store the chemicals in a safe place, preferably out of the reach of children.
- 8.3 Disposal of pesticides and fertilizers is the responsibility of the plot holder.
- 8.4 Spray fertilizers must never be attached to the mains.

9 Further restrictions

- 9.1 Tenants must use allotments for their own personal purpose and must not carry out any business or sell produce from their allotments.
- 9.2 No advertisements or display can be erected on or near the allotment site for commercial gain.
- 9.3 Tenants, or any person accompanied by the tenant, are not permitted to reside on the allotment overnight.
- 9.4 Only the tenant or the person authorised or accompanied by the tenant is allowed on the site.
- 9.5 Sub-letting is not permitted. The Council, where appropriate, must authorise temporary cover in case of illness. Any tenant found to be sub-letting their plot will have their tenancy terminated.
- 9.6 Sharing a plot will be permitted with permission of the Council or the managing agent. The lettings register will be modified to reflect this change. ***Please note that sharers do not have an automatic right to take over the plot in the event that the formal tenant relinquishes their tenancy.***
- 9.7 Theft of produce, plants or other items from a plot without permission of the tenant of the plot concerned will automatically have their tenancy agreement terminated.

- 9.8 Tenants must not cause any undue annoyance or disturbance to other tenants or residents of properties adjoining the site. Antisocial behaviour towards other Tenants will not be tolerated. Anyone committing acts of anti-social behaviour may result in the termination or non-renewal of the tenancy of the perpetrator.
- 9.9 Disputes between tenants should be resolved locally where possible. As a last resort disputes should be referred to the Council or its managing agent. The decision of the Council will be binding on all the tenants involved.
- 9.10 All plot holders are expected to be good neighbours and be aware that simple things, such as radios and social gatherings may impact negatively upon your neighbour's enjoyment of their plot. Problems should be resolved, in the first instance, amongst plot holders. Plot holders who cause a nuisance may have their lease terminated without notice.
- 9.11 Ponds must be located away from paths and surrounded by material (plants, etc.) to reduce the risks of any accidents.
- 9.12 Children are the responsibility of the Tenant and must be supervised at all times by an adult. Children are not permitted to trespass on other plots

10 General

- 10.1 Any officer of the Council or any person appointed by the Council must be permitted to enter the allotment site for inspection purposes.
- 10.2 The Council are not liable for any loss (including fire, accident, theft, flooding or damage of any tools or contents) of sheds and greenhouses.
- 10.3 Any special condition that the Council consider necessary to preserve the allotment garden from deterioration must be observed and carried out.
- 10.4 The Council reserve the right to revise, delete or add to the conditions at any time.
- 10.5 In the event of any breach of the Allotment Rules, any decision made by the council or its managing agent is final.

Allotment Poultry keeping Agreement

1. Definitions

In this agreement (also referred to as the Allotment Poultry Terms and conditions):

“Lampton GreenSpace 360”: acting as agent on behalf of the London Borough of Hounslow, known as GS360.

1.1. “Allotment Tenant”: means any tenant of Lampton GreenSpace 360 on any plot or plots on any Allotment land within the London Borough of Hounslow.

1.2. “Allotment Land” means any land owned by or managed for the council as allotments within the London Borough of Hounslow.

1.3. This agreement covers all forms of poultry kept on allotments and includes Chickens, Turkeys, Geese, Ducks and Quails or Guinea Fowl. Other types of birds are permitted as part of the agreement, these must be declared prior to permission being granted. Cockerels may not be kept on any allotment land.

2. Review of agreement

Lampton GreenSpace 360 reserve the right to review this agreement as is reasonably required. Before making any changes, notice will be given advising of such changes in writing.

3. Tenancy

Any person keeping poultry on allotment land must be an allotment tenant and are bound by the allotment conditions of tenancy, and all relevant laws in force at the present time, in addition to the terms and conditions contained in this agreement. The allotment tenant accepts that all costs and expenses incurred for the keeping of any poultry on any plot on any allotment land will be met by the allotment tenant

4. General

4.1. GS360 reserve the right not to allow or to withdraw its agreement for the keeping of poultry on any plot on any allotment land where it is reasonable to do so.

4.2. The most important consideration is the welfare of the birds themselves. In meeting basic physiological and behavioural needs the following must be provided by the tenant under the **Animal Welfare Act 2006**.

- • A suitable environment for the birds
- • A suitable diet and clean fresh water
- • to allow the birds to exhibit natural behaviour
- • to house social birds with others
- • to protect birds from pain, suffering and disease

4.3. The minimum size of plot on any allotment land that birds may be kept on is 125 square metres or 5 rods.

4.4. For the purpose of reporting any matter to the allotment section as require by this agreement the tenant should contact the: Allotment Administrator on allotments@hounslow.gov.uk / 0208 583 6618.

5. Registration and inspection

5.1. Allotment tenants are required to register their birds with GS360, in writing, stating the number of birds to be kept and confirming their agreement to follow the terms and conditions in this agreement in full.

5.2. Failure to register birds or to comply with any term or condition in this agreement may result in the termination of an allotment tenancy agreement. A requirement of registration will be that the birds be vaccinated. The allotment tenant must maintain a list of all birds with full medication history of each.

5.3. If allotment tenants choose to keep birds on their plot they must check on them daily, provide competent care and management, and have the knowledge and skills and ensure the well-being of the birds. In addition tenants are expected to keep birds under proper control to avoid disturbance to others.

5.4. An authorized representative of GS360 or the London Borough of Hounslow has the right to inspect birds on allotment land at any time. This includes a right of entry to the plot and any structures thereon. If GS360 or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable cost of vets or other official inspection will be passed to the allotment tenant.

5.5. All deaths of birds are to be recorded by the allotment tenant and reported to GS360 forthwith. All dead birds must be disposed of according to the **Animal-bi-products Regulations 2003** (or any legislation replacing or superseding these regulations).

6. Disease Control

Any sick or injured birds must be removed from the allotment land forthwith by the allotment tenant and treatment sought without delay. The allotment tenant must advise GS360 of the name and address of the veterinary surgeon who examined the birds.

The cause of any disease or injury will be identified and remedial action taken by the allotment tenant. Any national disease prevention and/or control programmes in force for the time being, must be adhered to by the allotment tenant.

7. Animal Husbandry

7.1. The number of birds to be kept on any allotment plot per allotment tenant shall be dependent on the available space on the site and should be sufficient space for the birds to run around and jump, it is recommended that no more than 6 birds are housed in any one contained area.

7.2. The area given over to birds on any allotment plot must be protected from predators such as foxes by suitable fencing around the building and run area.

7.3. In addition to effective containment, housing is also key in ensuring the welfare of the birds and should allow expression of natural behaviour.

7.4. To minimize potential nuisance to local residents the bird house and run on any plot should not abutt any residential property, the tenant shall meet the following standards.

7.41. The birdhouse should be fully enclosed. A minimum internal floor space of 0.1858 square metres (2 square feet) per bird is required.

7.42. All floors should be kept clean. Fresh bedding materials shall be supplied and changed regularly to absorb moisture and odour.

7.43. Nest boxes, roosting areas and perches should not be so high above floor level that birds have difficulty using them.

7.44. Bird house conditions should be at all times be adequate to provide sufficient fresh air, but care should be taken to protect confined birds from draughts in cold conditions.

7.45. An outdoor run (Which means a fully enclosed caged run that provides a minimum size of 0.37 square metres (4 square feet) is required and it should provide the birds with plenty of space to dig, dust themselves and flap their wings. The optimum size for the optimum size for the outdoor run is 1.9 metres (6 feet) x 2.8 metres (9 feet).

7.46. A suitable balanced feed must be available to hens at all times: laying hens require a calcium supplement and chickens must have access to insoluble grit to aid digestion.

7.47. Fresh water must be provided and changed daily, young birds must be provided with suitable drinkers which prevent them climbing in and drowning.

7.48. The cost of any vermin control associated with the keeping of birds will be met by the allotment tenant responsible.

7.49. The allotment tenant will be responsible for the removal of all arisings and waste material including material used for bedding from the allotment land.

7.50. All bird food is to be kept in a suitable rat proof container.

8. Improvement Notices

Where it is deemed necessary by GS360, in the interest of the welfare of any birds kept, to effect improvements to the accommodation or overall keeping of any bird on any allotment plot, then reasonable notice in writing given to the allotment tenant accordingly (in the case of urgency immediate rectification may be required).

Such notice will specify the nature of the improvements to be made by the allotment holder. Failure to comply with such notice will be considered a breach of this agreement and may result in the termination of an allotment tenancy.

9. Termination

Failure to comply with the terms and conditions of this agreement can lead to the tenancy of any allotment plot being terminated.

Appendix B

Beekeeping Agreement

Conditions for keeping Bees on allotment sites in Hounslow

1. Consent

Any plot holder wishing to keep bees on an allotment site in Hounslow must first seek written agreement from Lampton GreenSpace 360.

No bees shall be kept on any allotment site until this agreement has been signed and permission given in writing. Lampton GreenSpace 360 reserve the right to issue 14 days notice for the removal of hives.

2. Duty of Care

The beekeeper owes a duty of care to:-

- The public in the vicinity of the hives
- Other visitors to the open space
- Intruders even if it is clear that their intention was to disturb the colony

3. Consultation

People will be more accepting of a perceived risk if they understand it and are clear about the benefits it will bring.

It is the responsibility of the beekeeper to inform in advance, adjoining allotment tenants in the vicinity of the proposed hives, of the intention to site hives and to allay any concerns and answer any queries they may have. The beekeeper should prominently display a notice for a minimum period of 28 days in the growing season and 56 days outside the growing season indicating that a request to keep bees has been submitted.

Should an objection be made it must be effectively addressed, if the objection is on allergy or medical grounds and Lampton GreenSpace 360 are satisfied that it is substantiated, permission may be refused to keep bees on that particular site.

4. Training

Beekeeping requires a level of competency in maintaining hives to ensure the health and productivity of the colony. Evidence of training from a recognised body such as the British Beekeepers Association must be provided.

5. Insurance/Membership

The named beekeeper must be a member of a Beekeepers Association affiliated to the British Beekeepers Association which provides third party insurance as well as up to date valuable advice and training

Insurance cover must be maintained throughout the duration of keeping the bees on the allotment site which provides specifically for beekeeping risks and includes five (5) million pounds public liability insurance cover. A copy of the insurance must be submitted annually to the allotment administrator

Failure to provide insurance will result in the removal of the hives by an approved contractor and all associated costs borne by the beekeeper

Lampton GreenSpace 360 accepts no responsibility for the hives including but not limited to their damage, destruction or theft and the beekeeper shall be responsible for insuring the hives.

6. Hives/Location

No more than 2 hives and 1 nucleus may be located in any specified location

Hives should be sited as far as possible from any public road or path or jointly used road or paths within the public open space

Entrances should preferably have a southerly aspect and away from any prevailing winds and overhanging shrubbery that may cause damp conditions

Screening around the hives is encouraged to both provide protection for the bees from intrusion/vandals and create an effective barrier ensuring the flight path of the bees does not go directly across other plots and forces them to fly quickly upwards to their natural height when foraging

Bees need access to **water** and provision of areas of shallow water and damp margins provided where they are less likely to drown. Water can also be provide in the form of bird baths and pond margins

7. Beekeeper responsibilities and handling of bees

Beekeepers should not put colonies of bees known to be of an aggressive temperament onto allotment sites, if this does occur then the beekeeper will be asked to remedy the situation

Inspections – Hives need to be inspected weekly from April to July in accordance with BBKA guidelines.

When undertaking inspections bee keepers must be mindful of adjoining gardeners and inform them that an inspection will be carried out at a specific time, preferably in a calm dry period of weather

Swarming – The beekeeper must carry out such management and manipulations of the colonies as are necessary to minimise the issue of swarms. Visitors to the open space must be made aware that bees may swarm, an essential part of reproduction, and in the event of this happening an experienced bee keeper must deal with this.

Contact Details/Standby – In the event of an emergency, such as swarming, the beekeeper must ensure that name and contact details are displayed in the area of the hives or if available on a notice board where it is clearly visible to all users of the site.

If the official named beekeeper is unavailable, a standby contact competent to deal with inspection duties and any emergency related to the hives, such as potential swarming must be available.

The contact details of the standby must be made available during the absence of the beekeeper

Full contact details for both parties must be given to the allotment administrator prior to siting the hives.

Vandalism- Please try and ensure that long objects are not available near the hives as these may be used to push over hives

Diseases- Beekeepers have a legal responsibility to notify the National Bee Unit (NBU) of certain pests and diseases. The beekeeper must register hives with the National Bee Unit ' Beebase ' part of Defra.

<https://secure.fera.defra.gov.uk/beebase/index.cfm>

Email : nbu@fera.gsi.gov.uk

Lampton GreenSpace 360 reserve the right to advise fera of all beekeepers on allotments and all contact details

Once registered, beekeepers are entitled to free advisory visits from bee inspectors, up to date information about local outbreaks and free access to pest and disease information

8. Withdrawal of Consent

Lampton GreenSpace 360 reserve the right to issue 14 days notice for the removal of the hives if :

- The bee keeper contravenes any of the above condition

- Substantiated information is received that requires a review of the arrangements

The beekeeper must supply the following information:

Name of Beekeeper

Site name

Plot Number

Phone/ Mobile

Daytime

Home

Email

Evidence of training

Evidence of Beekeeping Association membership (including Public Liability Insurance)

Number of hives and a plan or map of the site indicating the proposed location of the hives

Procedure that the bee keeper will follow in the event of the colony swarming

Arrangements for the hives and colonies on the termination of this agreement by either party

Name of Standby Beekeeper

Phone/ Mobile

Daytime

Home

Email