



Worthing Borough Council  
Humber Avenue Community Allotments  
Community Interest Company

Allotment Garden Tenancy  
Terms and Conditions

1<sup>st</sup> May 2023

## CONTENTS

1. APPLICATION
2. INTERPRETATION
3. ASSIGNMENT, SUBLETTING AND CO-WORKING
  - 3.1 Individual Tenancy
  - 3.2 Joint Tenancy
  - 3.3 Group Tenancy
  - 3.4 Co-Worker Conditions
  - 3.5 Common Conditions to Individual & Joint Tenancies
  - 3.6 Plot Exchanges
4. CULTIVATION AND USE
  - 4.1 Personal Use
  - 4.2 Permitted Use
  - 4.3 Cultivation
  - 4.4 Hedges, Fences and Paths
  - 4.5 Trees
  - 4.6 Inspection and Access
  - 4.7 Instructions given by HACA
  - 4.8 Ponds
5. RENT
6. WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS
  - 6.1 Water
  - 6.2 Bonfires
  - 6.3 Rubbish, Composting Recycling and Hoarding
  - 6.4 Removal of Materials
  - 6.5 Causing Nuisance
  - 6.6 Duty of Care
  - 6.7 Illegal or Immoral Activity
  - 6.8 Flammable Material

- 6.9 Site Security
- 6.10 Parking
- 6.11 Invasive & nonnative plants
- 6.12 Herbicides and Pesticides
- 7. LIVESTOCK, PEST CONTROL, DOGS, AND BEES
  - 7.1 Livestock
  - 7.2 Pest Control
  - 7.3 Bees
  - 7.4 Dogs
  - 7.5 General
- 8. AUTHORISED / UNAUTHORISED PEOPLE
- 9. FOOTPATHS
- 10. SHEDS, GREENHOUSES & OTHER STRUCTURES
- 11. NOTICE BOARDS AND ADVERTISEMENTS
- 12. CHANGE OF CIRCUMSTANCES AND NOTICES
- 13. TERMINATION BY HACA
- 14. TERMINATION BY THE TENANT
- 15. HACA RESPONSIBILITIES
  - 15.1 Administration
  - 15.2 Repairs and Maintenance
  - 15.3 Infrastructure
  - 15.4 Liability
- 16. HALF PLOTS
- 17. THEFT AND VANDALISM
- 18. ENVIRONMENTAL RESPONSIBILITIES

## 1. APPLICATION

These Terms and Conditions are made under Section 28 of the Small Holdings and Allotments Act 1908 and section 1 of the Allotments Act 1922 and apply to all allotment Tenants.

Tenants to whom tenancies have been granted must also comply with any additional or alternative terms or regulations which HACA may implement from time to time, and which will be displayed on notice boards, website <https://www.humberavenueallotments.co.uk/> and/or sent with rent invoices or at any other time.

If, at any time, a tenant feels the terms have been applied unfairly or misapplied, they have the right of appeal. The appeal should be sent in writing to The Chairperson of HACA. If the matter cannot be resolved, then a panel shall be constituted consisting of the Company Secretary of HACA and two representatives of Humber Avenue Community Allotments. The panel may call for evidence in writing or in person. If the Tenant is unhappy with that decision, they can appeal within ten days to Worthing Borough Council, whose decision on the matter will be final. The Council may be contacted by email: "customerfeedback@adur-worthing.gov.uk", or by writing to Customer Feedback, Adur District & Worthing Borough Councils, Town Hall, Chapel Road, Worthing BN11 1HQ. This will be dealt with as a Stage 2 process as described in: "<https://www.adur-worthing.gov.uk/complaints/#customer-feedback-aw>". During the appeal, a Notice to Quit will be suspended. All appeals must follow this procedure. Failure to do so will result in the appeal being dismissed.

## 2. INTERPRETATION of words used within this document

ALLOTMENT	A plot of land let by HACA for the cultivation of herbs, flowers, fruit and vegetable crops and recreational gardening.
HALF-PLOT	A smaller than usual sized allotment plot, with additional limitations in use.
HACA	Humber Avenue Community Allotments Community Interest Company
THE COUNCIL or WBC	Worthing Borough Council (The Landlord)
CONTRACTOR	Company appointed by HACA or the Council to administer the allotment service at any time.
SITE	An allotment site at Humber Avenue
RENT	The annual rent payable for the tenancy of an allotment.
RENEWAL NOTICE	Any notice of renewed rental charges.
DRIVE / HAULAGE WAY	The common roadways within the site for vehicular and pedestrian access to allotments.
TENANT	A person who holds an agreement for the tenancy of an allotment.
TENANCY AGREEMENT	A legally binding written document which records the terms and conditions of letting a particular allotment to an individual Tenant.
CO-WORKER	A person permitted by HACA to assist a tenant who in doing so assumes certain limited rights.
WAGA	Worthing Allotments and Gardens Association.
WAM	Worthing Allotments Management.
STRUCTURE	Sheds, Greenhouses, Polytunnels and Shelters
AUTHORISED OFFICER OF HACA	For the purposes of this document this means a member of the Executive duly appointed at the AGM or any person to whom they delegate a specific task.

### **3. ASSIGNMENT, SUBLETTING AND CO-WORKING**

#### **3.1 Individual Tenancy**

An Individual Tenancy of an allotment is personal to the Tenant named in the agreement. The Tenant will pay a Plot Deposit of £50 and a Key Deposit of £10 for which they will be provided a gate key. If, on termination, the plot is returned to the HACA in accordance with the HACA Cultivation Standard and the key is returned, the deposits will be returned. Any cost in making the plot suitable for reletting will be deducted from the deposit and any additional costs invoiced to the departing tenant.

The Tenant may not assign, sublet or part with possession or control of all or any part of the allotment.

The Tenant may not occupy, cultivate or take possession of any part of the allotment site without entering into a tenancy agreement for that part of the allotment beforehand.

#### **3.2 Joint Tenancy**

New Tenants from the date of this agreement can register a Joint Tenancy and both tenants will be jointly responsible for the allotment and will be held jointly responsible for payment of allotment rent and compliance with the allotment rules and conditions.

Where the Tenancy is a Joint Tenancy the Tenancy Agreement is personal to each member of the Joint Tenancy who must both be named signatories of the Tenancy Agreement.

The Joint Tenants will nominate one Tenant to vote at HACA Annual General Meetings (AGM) & Extraordinary General Meetings (EGM) and receive correspondence relating to their Joint Tenancy agreement. Only one vote per Tenancy is permissible.

Should a Joint Tenancy be ended by one of the parties, the Tenancy will continue as an Individual Tenancy in the name of the other Tenant and no further Joint Tenancy arrangements will be allowed.

Where a Joint Tenancy is set up neither party can remain on the HACA or WAM waiting list for an allotment. Should either party be on a HACA or WAM waiting list at the time a Joint Tenancy is set up they will be removed and barred from applying for a further allotment until such time as the Joint Tenancy ceases.

Joint Tenancy are only permissible for Tenants having one plot. Any Tenant with more than one plot will be required to relinquish additional plots before a Joint Tenancy can be implemented

#### **3.3 Group Tenancy**

Currently there is no provision for Group Tenancies at Humber Avenue Community Allotments. However consideration to such Tenancies will be considered by the HACA Committee from Schools and Charities in line with HACA objectives which can be viewed in our Constitution document at [www.humberavenueallotments.co.uk](http://www.humberavenueallotments.co.uk)

### **3.4 Co-Worker Conditions**

Co-Workers will have authority to tend the allotment plot on his or her own. Co-Workers will also have the right to be in possession of an allotment gate key. These can be obtained from HACA Membership Secretary (for an additional deposit of £10).

Co-Workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the Co-worker agreement which may result in termination of their agreement. Tenants are responsible for all actions of co-workers and any breach of Allotment Rules and Conditions by a co-worker may result in termination of tenancy of the plot holder.

Co-Workers or Tenants may end a Co-Working agreement at any time in writing, however only the Tenant can relinquish the plot. HACA must be informed in writing in either case.

Should the Tenant decide to relinquish the plot, consideration will be given to the named Co-worker having first refusal of taking over the Tenancy, but only if they have been a recognised Co-Worker for 3 years and providing that no Non Cultivation Notices have been issued for that plot and providing there have been no breaches of these terms and conditions during that 3 year period. Current waiting list sizes shall also be considered before any decision regarding the Co-Worker's future tenancy is made. This will be done using the following eligibility test. Number on waiting list divided by number of plots relet in the previous 12 months. If the result is more than 3 years then the application to transfer to the co-worker will be rejected.

Example: Number on waiting list 100 divided by relets in previous 12 months 20 =  $100/20 = 5$  years wait for last person on list. Therefore transfer to co-worker would be denied. In extenuating circumstances the HACA committee have the power of discretionary judgement to override this formulae.

### **3.5 Common Conditions to Individual & Joint Tenancies**

People previously excluded from any Allotment plot by HACA, WAM, Worthing Council or Adur District Council shall not be allowed on any Allotment controlled by HACA, WAM or Worthing Council or Adur District Council.

A tenant can hold only a single tenancy at Humber Avenue (excluding existing arrangements). If there are no other persons on the waiting list for a plot then the plot will be offered to a person on the WAM waiting list. The maximum number of tenancies allowable at Humber Avenue is one (excluding existing arrangements).

Breach of any of the Allotment Terms & Conditions for Individual and joint tenancies by a tenant shall result in the review of the Tenancy by HACA.

### **3.6 Plot Exchanges**

Existing Tenants may apply to exchange their existing plot for another when it becomes available providing the following criteria are met:

1. They have been a Tenant for 3 years or more.
2. During the previous 3 year period have not been issued with a non-cultivation notice or been in breach of these terms and conditions.
3. Have the Tenancy of only one plot.
4. In the case of Joint Tenancy have the agreement of both Tenants.
5. That the existing plot meets the HACA cultivation standard prior to exchange.

Tenants of half plots may request the Tenancy of a full plot providing they meet the above criteria after one year. (A half plot is defined as a plot smaller than usual sized allotment plot, with additional limitations in use)

## **4. CULTIVATION AND USE**

### **4.1 Personal Use**

Tenants must cultivate their allotment for their own personal use and must not carry out any business or sell produce from their allotment, unless sold for the benefit of a registered charity or for HACA or WAGA. Agreement to sell for the benefit of a registered charity, HACA or WAGA must be sought in writing from the HACA Committee and records of funds raised recorded and any proof of payment provided to the HACA Committee within 14 days of HACA requesting such information. HACA reserves the right to deny permission if there is a conflict of interest.

### **4.2 Permitted Use**

The allotment is rented to the Tenant for the purpose of recreational gardening and/or the cultivation of herbs, vegetables, fruit and flowers for his/her own consumption and that of his/her family, in a manner that does not/is not in the opinion of an authorised Officer on behalf of HACA likely to cause nuisance, annoyance or injury to neighbouring Tenants. Tenants may not use their allotment as a place of residence or sleep there overnight.

### **4.3 Cultivation**

Allotments must be kept clean, free from weeds, maintained in a good state of fertility and cultivation and in good condition throughout the year. The whole plot, including any uncultivated areas, must be kept safe and tidy at all times. Tenants whose plots are, in the opinion of an authorised Officer



on behalf of HACA, not in a satisfactory condition for the time of year shall be issued with a 'Non Cultivation Notice'. Failure to comply with a 'Non Cultivation Notice' will ultimately result in HACA terminating the tenancy. Please refer to the HACA Cultivation standard document for guidance, "Cultivation – A definition for HACA" a copy of which is on the HACA website.

#### **4.4 Hedges, Fences and Paths**

Where a tenant's plot backs directly onto an external border, or is separated from it only by a path, it will be expected that each tenant acts as a considerate neighbour. This means, if the border is with an external house wall, garden or garage, the tenant should not allow anything to grow on that border that could damage the wall or fence or cause nuisance to their neighbour. In cases where such growth already exists, the tenant should inform the HACA Committee to agree a strategy for control or removal. If the external neighbour causes a nuisance to the tenant's plot, for example with excessive growth through a fence, the tenant should report it at their earliest convenience to a member of the committee.

If the border is with a tway or other public space, the tenant should ensure nothing grows from their plot into that area to damage the fence or impede the public's progress. If the plot has a path between it and the border the tenant should be a good neighbour and trim the border to ensure the path remains navigable. Paths should, wherever possible, be maintained at a width of 24 inches and it is not acceptable to widen a plot by reducing a communal path beyond that width.

Paths within plot boundaries are the responsibility of the Tenant.

Tenants are responsible for maintaining any other hedge on or abutting their plot, including perimeter hedges. These must be maintained by trimming internal sides and top at least once per year. Such hedges must not exceed 1 metre in height or 2.5 metre for perimeter hedges.

With regard to the South West perimeter hedge the committee will arrange an annual survey to determine if the hedge top requires cutting so as to maintain hedge density. If the hedge requires the top maintained then discussions will be held with the adjacent landowner to arrange maintenance. Tenants are not required to maintain the top of this hedge but may do so at their own risk. The internal side of the hedge facing the allotment plots is the responsibility of the plot holder to maintain.

Land between allotment plots and any drives must be kept free of weeds and obstructions.

Tenants may not erect a fence around their plot that restricts a view of the plot from the roadway. Any fence should be no more than one metre in height and made of wood.

A fence must be erected around any existing pond if it is below ground.

Windbreaks are permitted, for example made from green mesh, but should not be higher than one metre unless against a perimeter fence.

#### **4.5 Trees**

Tenants shall not plant any trees or shrubs (save for fruit trees and bushes) without the express and prior consent of HACA. Permission will not be given for planting Leylandii.

Fruit trees and bushes must be planted and maintained so that they do not interfere with the comfort or enjoyment or management of other Tenants, or owners and occupiers of properties adjoining or neighbouring upon the allotment plot or the allotment site of which the plot forms part. All new trees must be on dwarf rooting stock.

Tenants must not, without the written consent of HACA, cut or prune any timber or other tree which forms part of the overall site landscape. HACA may at any time cut or prune any hedge or tree forming part of the overall site landscape.

#### **4.6 Inspection and Access**

The allotment (and any shed, greenhouse or polytunnel on it) may be inspected by an authorised officer of HACA, the Police or The Council at any time and Tenants must provide access for that purpose as required.

#### **4.7 Instructions given by HACA**

Tenants must comply with any reasonable directions given by an authorised HACA officer. If a contractor is employed by HACA to carry out work on site, then their reasonable instructions must also be carried out, for example any movement of personnel in the interests of Health and Safety.

## 4.8 Ponds

Any proposed pond must be discussed with the HACA Project Coordinator prior to commencement of work. Existing ponds that are below ground shall be fenced and can remain as such until a change of tenancy occurs, when HACA reserves the right to alter or remove them.

Neither HACA nor the Council can accept liability for third party damage to property or to the person. Tenants with ponds are responsible for taking all reasonable precautions to protect trespassers or members of the public as required under the Occupiers Liability Act 1957 and shall fully indemnify HACA or the Council for all losses, claims fines payments or damages arising from any third party claim arising from any accident at the pond.

## 5. RENT

Tenants must pay the invoiced rent within 30 days of the date on the invoice. Tenants who have not paid by this date will be issued a reminder. If within the timescale stated on the reminder payment is not received then a Notice to Quit (NTQ) will be issued. Consequently, if the Notice to Quit is rescinded then an admin charge of £20.00 will be added to the following year's invoice. Note that, although HACA may exercise discretion in waiving a NTQ after late payment, it is not automatic and, if payment is late again at any time during the tenancy, such discretion may not be applied.

The rent year runs from 1st October to 30th September. Tenants taking up an allotment part-way through the rent year will pay a proportion of the rent based on 1/12th of the annual rental for each complete month remaining.

Tenants may voluntarily relinquish their allotment before October or have their tenancy terminated for breach of the tenancy agreement before the year ends but no rebate will be payable.

Rent may be increased to coincide with the beginning of any given allotment year if agreed at the Annual General Meeting (AGM).

HACA reserves the right to impose a surcharge in exceptional circumstances. i.e. high water usage due to drought conditions.

It is the responsibility of the Tenant to make HACA aware that they are eligible for any reduction in rent offered by HACA. This reduction is limited to men and women who reach the state pension age which is currently 66

(As at 2021). This is set to rise to 67 between 2026 and 2028 and once again to 68 between 2044 and 2046 at which time HACA will implement the relevant pension age.

Tenants who are in receipt of Personal Independence Payment (PIP), Disability Living Allowance (DLA) or are a holder of a Blue Badge may also apply for any reduction in rent offered by HACA. Proof of PIP, DLA or Blue Badge will be required before any discount is applied.

Where a tenant has more than one plot, any reduction in rent offered by HACA will apply to the first registered plot only.

All new Tenants after 1st October 2021 will be required to make a deposit of £50 prior to tenancy. This will be returnable on handover of a plot not requiring remedial clearing work to allow reletting. Any costs incurred in preparing the plot for reletting will be deducted from the deposit and the balance reimbursed after completion of the work.

All new plot holders after 1st October 2021 will be subject to a 3 month probationary period at which time a member of the committee will meet with the plot holder to discuss activity to date. A formal review with a committee member after 12 months will be undertaken at which time HACA reserves the right to terminate the tenancy agreement if the plot has not been cultivated in line with these Terms and Conditions.

## **6. WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS**

### **6.1 Water**

HACA will provide water points for the reasonable use of allotment Tenants. Tenants must ensure that such water points are not contaminated by pesticide (including fertiliser and weed killer) or any other contaminant. Water points will be shut off during winter months, the precise timings of which will vary. Any use of pumps, sprinklers or hose pipes from these water points is prohibited. Produce or tools are not to be washed in the water butts.

Plot holders who are in receipt of Personal Independence Payment (PIP), Disability Living Allowance (DLA) or are a holder of a Blue Badge may apply for a hosepipe connection. Any such connection must be kept locked when not in use and any abuse of this facility may result in termination of tenancy.

## **6.2 Bonfires**

Bonfires are NOT permitted under any circumstances on any land managed by HACA in line with HACA environmental responsibilities.

Environmental Protection UK provides the following advice on the harmful effects bonfires:

### **• Air Pollution**

Burning garden waste produces smoke – especially if that waste is green or damp. This will emit harmful pollutants including particles and dioxins. Burning plastic, rubber or painted materials creates noxious fumes that give off a range of poisonous compounds.

### **• Health Effects**

Air pollution can have damaging health effects, and people with existing health problems are especially vulnerable, e.g. asthmatics, bronchitis sufferers, people with heart conditions, children and the elderly.

### **• Annoyance**

Smoke, smuts and smell from bonfires have long been a source of a significant number of complaints to local authorities every year. Smoke prevents neighbours from enjoying their gardens, opening windows or hanging washing out, and reduces visibility in the neighbourhood and on roads. Allotments near homes can cause problems if plot holders burn green waste and leave fires smouldering.

### **• Safety**

Fire can spread to fences or buildings and scorch trees and plants. Exploding bottles and cans are a hazard when rubbish is burned. Piles of garden waste are often used as a refuge by animals, so look out for hibernating wildlife and sleeping pets.

## **6.3 Rubbish, Composting Recycling and Hoarding**

Most green waste can be composted. All Tenants shall either share a compost bin/heap with a neighbouring plot or in the absence of any such agreement shall have a compost bin/heap on their own plot. All non-diseased vegetative matter from the maintenance of individual plots must

be composted on that plot in properly constructed rodent-proof containers. Carpet may not be used to line compost bins and may NOT be laid on the ground to suppress weeds, as it causes a long term pollution problem.

Refuse and waste from outside the site must not be brought into the allotment site for disposal, exceptions being manure, woodchip, leaves and grass clippings which may be brought onto sites in reasonable quantities providing they are stored in a manner which does not infringe on drives, paths or neighbouring plots. Abuse of the system will be considered to be fly-tipping and may result in termination of tenancy. The delivery of such materials must be arranged at times when the security of the site is not prejudiced and with the express and prior approval of HACA.

Asbestos may not be brought onto the site under any circumstances.

Diseased plants and weeds should be removed from the allotment site as soon as possible by the Tenant.

Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or reusable must be removed from the site by the Tenant.

Tenants must not deposit any unwanted material in any communal areas. Whilst allotments are obvious places to see recycling and upcycling, it is also true that a great deal of material has been brought to site in the past, sometimes with good intentions, then left for others to clear up as rubbish. HACA has a responsibility to avoid the accumulation of rubbish so hoarding of materials with no obvious horticultural purpose is not permitted. The committee will use their discretion to decide what materials are permitted in what quantities. Vehicle tyres may be used on site for horticultural purposes only

Tenants shall not bring, use or allow the use of barbed or razor wire anywhere on any allotment site.

#### **6.4 Removal of Materials**

Tenants shall not remove, take, sell, carry away or transfer to another part of the site mineral, sand, gravel, earth or clay from the allotment, except with the express written permission of HACA. Nor should they remove without written permission from an authorised HACA Officer any manure, chippings, pallets or

other materials delivered to site for communal use.

## **6.5 Causing Nuisance**

Tenants, shall not discriminate, harass, bully or victimise any other Tenant, Authorised Visitor, or Officer acting on behalf of HACA or the Council, or any owner/occupier of adjoining land or property. All the actions and statements of HACA tenants are expected to be within the limits set down by the Equalities Act 2010 and the HACA Equalities Policy.

Tenants shall not enter onto any other allotment garden, interfere with crops, or take produce without that Tenant's express permission.

Tenants shall not obstruct or encroach by cultivation or construction on any path or drive set out by HACA for the use of the occupiers of the allotment site. Tenants, family members or Authorised Visitors behaving inappropriately to any other Tenant, Authorised Visitor or Officer acting on behalf of HACA will render the Tenant in breach of The Allotment Tenancy Agreement and action may be taken to terminate the Tenancy. Future applications to HACA for an allotment tenancy either by the tenant or any other person involved in inappropriate behaviour on an allotment site at any time are unlikely to be approved.

## **6.6 Duty of Care & Health & Safety**

Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other Tenants, themselves and wildlife. Humber Avenue Community Allotments (HACA) Health & Safety Policy Document 017 comprises an integral part of this agreement. Any infringement may lead to termination of Tenancy.

This is particularly relevant in relation to:- the timing and usage of mechanical equipment such as strimmers and rotovators, the means to power them and potential noise nuisance.

The prevention of obstruction of paths and drives and construction of any features on the site.

The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommended application and storage

methods, rates and precautions must be adhered to and containers disposed of safely. This includes possible drift to other allotments where crops may be affected or where other tenants may wish to avoid inorganic compounds.

Children must be closely supervised at all times when on site especially near water troughs and other hazards.

Maximum speed limit on site 10 mph. Any tenant who persistently exceeds the speed limit may have their tenancy terminated.

Asbestos is prohibited. If asbestos is discovered, Tenants must inform an authorised Officer of HACA immediately.

### **6.7 Illegal or Immoral Activity**

The allotment or any structure on the allotment shall not be used for any illegal, immoral or anti-social purpose or activity.

Plants grown which may produce illegal substances are strictly prohibited. This includes hemp of any kind.

### **6.8 Flammable Material**

Petrol, oil, fuel or other flammable liquids must be stored safely in appropriate containers and in the small amounts relevant to small scale use on an allotment site.

### **6.9 Site Security**

All Tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure. The only exception is when the WAGA shop is open and this arrangement will be agreed between HACA & WAGA.

### **6.10 Parking**

The car parking areas provided are primarily intended for short-term loading/unloading. Tenants shall not park any vehicle on any road within the



allotment site or elsewhere on the allotment site so as to cause a blockage. Obstruction of paths and drives is not permitted.

Allotments should not have any area set aside for vehicle parking unless the tenant has a certificated mobility problem (e.g. blue badge) and has obtained prior permission from the committee. That temporary permission applies only to the tenant for as long as it is necessary and cannot be inherited with the plot by a new owner.

### **6.11 Invasive, non-native plants**

Examples include Giant Hogweed, Himalayan Balsam and Japanese Knotweed. Further detail may be found at <https://www.rhs.org.uk/advice/profile?pid=530>

Tenants shall not knowingly cultivate or cause to grow such species. Tenants shall immediately report the presence of any invasive, non-native species to HACA, who will arrange for appropriate measures to be taken for control, and elimination where possible.

### **6.12 Herbicides and Pesticides**

Tenants shall confine the use of herbicides and pesticides to their own plot and shall not apply them elsewhere without the express permission of HACA.

## **7. LIVESTOCK, PEST CONTROL , DOGS & BEES**

### **7.1 Livestock**

No permission for keeping livestock will be granted to any tenant.

### **7.2 Pest Control**

It is the responsibility of all Tenants to report any rodent activity to HACA, who will contact WBC Pest Control Officer if necessary. Wasp and Bee nests should be reported to HACA who will arrange for appropriate action to be taken.

### **7.3 Bees**

No Bee keeping is permissible at Humber Avenue at the present time. However the environmental benefits of Bee keeping are recognised and this decision will be reviewed annually. To encourage Bees, plot holders are encouraged to set aside an area of their plot for the cultivation of wildflowers and other flowers.

### **7.4 Dogs**

Dogs must not be brought onto any part of the allotment site unless they are kept on a lead and kept under strict control at all times. All fouling must be removed from site by the person in charge of the dog.

Dogs are covered under Public Space Protection Orders (PSPO) on Allotments. Refer to <https://www.adur-worthing.gov.uk/dogs/dog-control/>

### **7.5 General**

Any decisions made by an Environmental Health Officer concerning matters of Environmental and/or Public Health will be considered as final.

## **8. AUTHORISED/ UNAUTHORISED PERSONS**

Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site. Children must be supervised at all times and the maximum number of people allowed on a plot at any one time is eight (8).

Any Officer authorised by HACA may order any person on the site in breach of these Terms to leave.

Action will be taken against any Tenant whom HACA reasonably believes is responsible for allowing unauthorised persons on to the allotment site by any means, including providing copies of keys to enable access to the site.

## **9. FOOTPATHS**

Shared paths between two allotments must be maintained, kept cut and clipped up to the nearest half width by each adjoining Tenant. All paths must be kept clear of obstructions at all times.

## **10. SHEDS, GREENHOUSES & OTHER STRUCTURES**

Tenants may erect one shed and one greenhouse or poly tunnel on their plot. These structures require prior permission from HACA and must comply with written specifications. Detailed specifications can be found on the Request to Erect a Structure form available from the membership secretary, on our website <https://www.humberavenueallotments.co.uk/> or No other structures may be placed on any allotment.

Any structure on an allotment must be in accordance with HACA written specifications, maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any Officer authorised by HACA. If HACA is not satisfied with the state of the structure the Tenant must either repair it to HACA satisfaction or remove it within one month of written instruction to do so. If the structure is not removed after one month, HACA may remove it and charge the Tenant the full cost of removal and disposal.

No structure erected on an allotment shall be made from hazardous materials such as asbestos.

All structures must be adequately secured to the ground to prevent uplift.

Tenants must ensure that the plot number is clearly marked on the outside of every shed or greenhouse.

Departing Tenants shall remove any items or derelict structures from their plot before the end of their tenancy. HACA will remove any such material not removed by the Tenant. The full cost of disposal shall be charged to the outgoing Tenant.

Departing Tenants may transfer ownership of any structure to the incoming Tenant by prior agreement.

Structures may only be used in conjunction with the proper cultivation of the allotment. No trade or business other than the business of HACA may be carried out from any structure on any allotment.

Tenants shall not themselves nor permit others to sleep overnight or otherwise take up residence either temporarily or permanently in any structure on any allotment site.

Motor vehicles and trailers over the permissible size may neither be parked overnight on the site, nor kept on any allotment. It is permissible to park one small trailer (maximum length 3m width 1.5m) on a plot providing it is well maintained and roadworthy. Unroadworthy trailers will be removed at the owners expense.

Nothing stored in a shed should cause a risk of fire, explosion or other dangers. Solar panels are permitted but should never be larger than the roof of a shed at the maximum permitted size.

Solar powered pumps must not be used to extract water from HACA troughs and all panels must be well secured to prevent accidents in high winds. Tenants should note that HACA insurance would not cover the cost of any theft, and thefts of expensive equipment are common on allotment sites.

## **11. NOTICE BOARDS AND ADVERTISEMENTS**

Notices relating to the allotment site or to allotment matters generally will be displayed on notice boards where provided and on HACA website <https://www.humberavenueallotments.co.uk/> . Responsibility for referring to notice boards regularly lies with the Tenant. Other electronic communication methods may be used where appropriate.

Other notices and advertisements may be allowed on the allotment site notice boards at the discretion of any authorised Officer of HACA or WAGA.

Tenants must not erect any notice or advertisement on an Allotment Garden (other than small non-commercial advertisements approved by HACA committee).

## **12.CHANGE OF CIRCUMSTANCES AND NOTICES**

Tenants must immediately inform HACA in writing of any change of address or status.

Notices to be served by HACA on the Tenant may be:

Sent to the Tenant's last known address in the Tenancy Agreement (or notified to HACA under these terms) by first or second class post, or hand delivered, or served on the Tenant personally or sent by email to the address provided by the tenant for the HACA database.

Non Cultivation Notices & Notices to Quit will be sent by first class mail & email. Notices may also be posted on the plot in question.

Notices served by any of these methods will be treated as properly served even if not received.

Any correspondence on change of details should be sent to HACA Treasurer, 23 Taw Close, Worthing, BN13 3PQ or email: [humberallotmentstreasurer@gmail.com](mailto:humberallotmentstreasurer@gmail.com)

## **13.TERMINATION BY HACA**

HACA may terminate any allotment Tenancy in any of the following ways pursuant to s1 of the Allotments Act 1922:

- a) by 12 months or longer notice to quit expiring on or before 6 April or on or after 29 September in any year.

or

- b) by re-entry after three months' previous written notice to the Tenants on account of the land being required for building, mining or other industrial purpose, or for roads or sewers necessary in connection with those purposes.

or

- c) by re-entry in the case of land let by a corporation or company being the owners or lessees of a railway, dock, canal, water or other public undertaking on account of the land being required for any non-agricultural purpose for which the land was acquired or held by it or has been appropriated by it under statutory provision, but so that, except in a case of emergency, the Tenants must be given three months' written notice of the intended re-entry.

or

- d) by re-entry in the case of land let by a council, after three months' previous written notice to the Tenants on account of the land being required by the council for a non-agricultural purpose for which it was acquired or has been appropriated under any statutory provision.

or

- e) in addition to the above, the Tenancy of any plot may be terminated by HACA as the Allotment Authority by the service of one month's notice in any one of the following cases:

- I. If the Rent for any plot is in arrears of not less than thirty days whether formally demanded or not
- II. If it appears to HACA that the Tenant of a plot not less than three months after the commencement of the Tenancy thereof has not duly observed these Terms and Conditions
- III. If the tenant subsequently moves out of the borough, district, or parish for which the allotments are provided
- IV. Where the tenant is in breach of a term of these terms and conditions and the breach has not been remedied within 4 weeks of request by HACA to remedy such a breach.
- V. If any of the above applies, HACA may serve Notice to Quit (NTQ) in accordance with the service of notice provisions contained in these Terms and Conditions determining the Tenancy Agreement at the expiration of one month. Should an NTQ be rescinded by HACA for any reason a payment of £20 added to the following years invoice shall be payable by the tenant.
- VI. Where a Tenant is unable to cultivate a plot due to poor health or other extenuating circumstances they should advise HACA who may be able to assist in plot maintenance for a short period of time, or provide a plot holiday, whereby the Tenant gives up the plot and is put on a reserve list for another plot when circumstances change.

On the death of the named Tenant, the Tenancy will cease automatically. However, the Tenancy may be transferred to a family member (meaning partner or adult offspring) or a named Co-worker, at the discretion of HACA, should either of those people wish to continue the Tenancy.

At the termination of the Tenancy the outgoing Tenant shall leave the allotment plot in the state and condition as described in Section 4.3 and 10.2 above. Should the condition be significantly lower than the standard described, due to neglect or misuse, HACA reserves the right to charge the outgoing Tenant for the cost of works to bring the plot up to the standard required. This will include the cost of disposing of any rubbish, including any costs levied by Waste Management Operatives, as in the case of tyres etc.

If a tenant loses their plot(s) after an NTQ, they may, at HACA's discretion, be permitted to join a waiting list again in due course but may not take on a plot for at least three years after the date of eviction.

#### **14. TERMINATION BY THE TENANT**

The Tenant may terminate the tenancy at any time by giving 14 days' notice in writing to HACA. If a Tenant decides to stop cultivating an allotment part way through a year because they intend to relinquish it, they must notify HACA so that the allotment may be let to a new Tenant without delay.

If the tenant gives notice or for any reason is required by HACA to give vacant possession of the Allotment part way through the year, no refund of rent to the tenant will be made.

#### **15. HACA RESPONSIBILITIES**

##### **15.1 Administration**

Agree and maintain the Service Level Agreement with Worthing Borough Council

Maintain waiting lists, let plots, collect rent, undertake terminations, enforcement of terms and conditions, conducting cultivation and pond audits and inspections, liaising with WBC, other external organisations, individual Tenants and others.

## **15.2 Repairs and Maintenance**

Repairs to site perimeter hedges, gates and water installations; maintenance of drives (including some grass cutting) and internal hedges; vacant plot management.

## **15.3 Infrastructure**

Provision and maintenance of notice boards, gates, drives, water infrastructure and security fences where necessary.

## **15.4 Liability**

HACA is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants shall report any incidents of theft and vandalism to the Police and an authorised Officer acting on behalf of HACA.

## **16. HALF PLOTS**

No Tenant may have the Tenancy of more than one Half Plot. If the Tenant decides that they enjoy cultivating an Allotment, they may move to a larger plot when one becomes available. Allotment Terms and Conditions must be upheld by Tenants of Half Plots.

No Tenant with an existing full size plot will be Allocated a half plot.

## **17. THEFT AND VANDALISM**

Tenants must not take produce, tools or any other items from any Allotment without the express permission of the Tenant of that plot. Anyone who is suspected of doing so without permission may have their Tenancy terminated and may be reported to the Police.

All cases of theft from or vandalism caused to an allotment must be reported to the Police on 101 and to HACA. Reporting a crime to HACA does not itself constitute a formal report to the Police. To formally generate a crime number, the Tenant must make that report themselves.



## **18.ENVIRONMENTAL RESPONSIBILITIES**

HACA take the responsibility to improve the environment seriously. Every encouragement will be given to plot holders to undertake horticultural activities that help reduce global warming and improve environmental conditions.