

Agreement applies and the terms “annoyance or nuisance” includes discrimination against any protected characteristics as defined in the Equality Act (2010).

**20. Trespass** - You should not trespass on the plots of other tenants unless they have given you permission and other tenants are aware of this agreement.

**21. Plot numbers** - In reference to Clause 3c of the Tenancy Agreement, you must ensure the post displaying your plot number is visible at all times.

**22. Code to the Allotment Site** - You may not pass the allotment keycode to any unauthorised person or to a child. The code is provided for the use of the tenant only.

**23. Permissions** - You are reminded that written permission must be obtained from the Town Council for any structure (including sheds, greenhouses and poly tunnels) or trees/large shrubs to be erected on your plot. Structures must be for the purpose of cultivating the plot as an allotment garden only, and constructed of non-hazardous materials. New play equipment, summer houses, etc. will no longer be permitted from June 2024. No more than 30% of a plot must be taken up for non-cultivated use (including paved/grassed/built areas). No other built or temporary structure is permitted.

**24. Weedkiller & Pesticides** - The use, in accordance with manufacturers’ instructions, of environmentally friendly, organic ferric phosphate slug pellets is ALLOWED. All other chemical weedkiller or pesticide is strictly forbidden on the allotments.

**25. Rotavating** - Plots being re-let will not be rotavated .

**26. Safety first** - You are responsible for ensuring that your shed, structure or greenhouse is a sound structure, will not collapse in high winds, and does not contain any hazardous unsecured contents. Any chemicals should be locked up in your shed or removed from the allotment site. The storage of fuel, gas or other flammable/explosive substances is strictly prohibited, whether stored in appropriate containers or otherwise.

**27. Carpets & Tires** - These pollute the soil by leaching harmful chemicals into the ground. They must NOT be used on the Allotments for any reason.

**28. Change of address or contact details-** The tenant is required to give notice in writing of any change of postal address, email address or telephone number within 14 days of such change.

**29. Bonfires and barbecues** - Short, sharp bonfires are permitted for the disposal of dry garden waste only. All other rubbish must be taken away and disposed of off site. Nothing should be brought on to the allotment site to be burnt on a bonfire. Bonfires and barbecues must be extinguished before leaving the site and you should be mindful of smoke causing a nuisance in a residential area.

**30. Serious Incidents** - In the first instance report any incidents to 999 in an emergency, or 101 / 111 for non-emergencies, then to the Town Council.

**31. Insurance** - Plot holders have responsibility for any third party liability claims and should consider having their own insurance in place for such claims.

**32. Probation Period** - New plot holders will be under a three month probationary period. Failure to abide by the terms of the Tenancy Agreement and/or Allotment Information Leaflet within this period may result in termination of the tenancy (i.e. a Notice to Quit).

**33. Sonic Cat Repellers** - Any animal repellent device that uses sound as a deterrent are prohibited from the allotments without exception.

**34. Finally PLEASE NOTE:** Abusive behaviour towards Councillors, Council Staff and other tenants will not be tolerated. Any such behaviour could result in the eviction of the tenant.

Allotment Sub-Committee Clerk: Mr. Martin Greenfield 01243 867744

Tenants Representatives are:  
Mr. Colin Penfold Plot 7A (Original Site)  
Mr. Paul Goodchild Plot 19A (Original Site)  
Mrs. Louise Russell Plot 104 (Re-established Site)  
Mr. Phil Fortin Plot 36 (Re-Established Site)

# BOGNOR REGIS TOWN COUNCIL



## ALLOTMENT INFORMATION LEAFLET

June 2024

Emergency: 999  
Police: 101  
NHS: 111

Town Council: 01243 867744  
[www.bognorregis.gov.uk](http://www.bognorregis.gov.uk)

Please keep this booklet safe

*This leaflet has been produced to keep you informed of the current guidelines for the Bognor Regis Town Council Allotments. Please keep it safe. This, along with your Tenancy Agreement, forms the basis of your contract with the Town Council*

**1. Gates** - You must always shut and lock the gate when entering or leaving the allotment site.

**2. Dogs** - With reference to Clause 3n of the Tenancy Agreement, dogs must be well-behaved and kept under control on a fixed lead. Any mess must be cleaned up and properly disposed of.

**3. Children (i.e. anyone under the age of 16)** - Children are allowed on the allotment site. However, they must be with a tenant who is responsible for the behaviour of each child. Children should remain within the confines of the plot and not be allowed to walk around the site unsupervised. Large play equipment such as swings, slides and trampolines are **NOT** allowed on the allotment site.

**4. Trees/fruit bushes** - Only fruit trees are permitted to be planted on the allotment site. The trees must be pruned and maintained regularly and they should **NOT** be allowed to overgrow your plot. Trees should be maintained to a maximum height of 8ft if they shade neighbouring plots. If they only shade your plot they can be allowed to grow to 10ft. It is not permitted to allow plots to become orchards.

**5. Cultivation** - In addition to Clause 3c of the Tenancy Agreement, your plot must be kept free from weeds including docks, thistles, couch grass, and brambles. Tenants are required to keep their footpaths and edges to their plots tidy at all times. If you fail to maintain and cultivate your allotment you will be sent two warning letters requiring you to cultivate the plot. If the plot remains uncultivated it will result in a final warning in the form of a Notice to Quit being issued. Plot holders are required to ensure there is monthly cultivation activity on their plot.

**6. Need help** - If you feel you no longer have the time or energy to maintain your plot (this must be done regularly or the overgrowth becomes a problem for others), talk to the Town Council. Do not let it wait until the end of the tenancy year. Someone may be willing to share part of your plot although you would still be the responsible tenant.

**7. Vacating your Plot** - You are required to remove your belongings within 7 days, leaving the allotment in a clear and tidy condition for the Town Council to offer it to the next person on the waiting list, otherwise you will forfeit your holding deposit. You will be invoiced for any clearance costs in excess of your holding deposit. You may not sub-let your plot or offer it to someone else if you are vacating your allotment.

**8. Repairs and Renewals** - If you have noticed a damaged fence, leaking water tap or had difficulty opening the lock to the site, please tell one of the Tenant Representatives or, if urgent, telephone the Town Council and the repair will be arranged as soon as possible.

**9. Consideration** - Further to Clause 3h of the Tenancy Agreement, please show respect and consideration for others, especially when erecting a shed or greenhouse, planting something that will grow tall or installing poly-tunnels - all of which may shade the neighbouring plot resulting in loss of vital sunshine.

**10. Tetanus** - This can be caused by bacteria present in soil and manure. It may enter the body through a scratch, thorn, or cut. Make sure that you have a vaccination that can protect you against the disease. Your doctor can help with this.

**11. Legionnaires' Disease** - Legionella bacteria likes to grow in water in warm conditions over 20°C and it can also be found in composts. It can enter your body if inhaled in the form of water droplets (aerosols). You should try to drain your hosepipe after every use to help reduce the risk of bacteria growing. You can also avoid creating aerosols formed by water spray by gently running water through your hosepipe with NO spray attachment at the end.

You are also advised to store compost outside in the shade and to take care when opening the bag.

**12. First Aid Kit** - It is recommended you keep a first aid kit in your shed.

**13. Rats** - If you see any evidence of rats on your allotment this should be reported to a Tenants

Representative or the Town Council Office who will make the necessary pest control arrangements.

**14. Health and Safety** - Please ensure that all tools, hosepipes, glass or any other hazardous items are stored in your shed when not in use. Items such as wooden planks or canes should be stored neatly on your plot. Should you wish to raise any health and safety issues please speak to your Representative or contact the Allotment Sub-Committee Clerk at the Town Council.

**15. Trade or business** - You may not carry out any trade or business from your allotment.

**16. Rubbish** - In addition to Clause 3k of the Tenancy agreement, you may not bring any rubbish (including old tyres or anything containing asbestos) to the allotment site or you may be charged for the removal of the rubbish.

**17. Communal pathways and boundaries** - You may not, at any time, leave rubbish, compost bins, or any object to cause obstruction of the communal pathways. If you do you may be charged for its removal. Your plot and paths must be kept free of hazards, i.e. broken glass or scrap metal. Paths should be maintained at a minimum of 2ft wide. You must leave clear access to all boundaries to allow for maintenance of the fences and hedges.

**18. Hosepipes** - You are only allowed to use a handheld hosepipe. You are not permitted to leave a hosepipe with running water unattended or use a sprinkler system. To ensure fair access to the taps you are limited to 30 minutes use at a time. The hosepipe must be disconnected, emptied and stored before leaving your plot. Watering cans are to take priority. Tenants **MUST NOT** install or bury their own water pipes or connections.

**19. Public nuisance** - You should not cause a nuisance to your neighbours by playing loud music, using bad language, making discriminatory remarks, or by being drunk and annoying others. You are not allowed to be insulting, act violently or enter into any aggravated assault. Clause 3.f. of your Tenancy