Fakenham Town Council

RULES & CONDITIONS OF LETTING

Allotment Sites

Rudham Stile Lane
Greenway Lane
Grove Lane

Eligibility for Tenancy of Allotment Plots

In consideration of the Clerk of the Council of Fakenham Town Council granting the use of allotment plots, tenancies will be offered primarily to residents of the parishes of Fakenham and Hempton.

From April 2026, applications for allotment plots at Rudham Stile Lane and Greenway Lane may be considered from individuals residing in neighbouring villages within a 20-mile radius, but only where there is no existing waiting list of applicants from Fakenham and Hempton.

In the allocation of plots, applicants residing in Fakenham and Hempton will always be considered first.

Tenancies granted to applicants residing outside the parishes of Fakenham and Hempton will be subject to a surcharge of 10p per square metre. All other rules and conditions as set out herein, and administered by the Council, shall apply.

All applicants must provide appropriate and verifiable proof of address. Applications submitted without the required documentation will not be processed or approved.

1. Introduction

a) Fakenham Town Council has allotment plots on 3 sites, Rudham Stile Lane, Greenway Lane and Grove Lane
b) These rules and conditions apply to all allotment plots managed by Fakenham Town Council
c) The current version of the Rules and Conditions of Letting is provided to all new tenants at the commencement of their tenancy. By signing the Tenancy Agreement, tenants agree to abide by all such Rules and Conditions. The most up-to-date version

is always available on the Council's website and will be provided to any tenant upon request. Any revised versions will also be made available in the same way.

2) Definitions

a) Council (Us/We) – Fakenham Town Council
b) Tenant (You) – The tenant that has signed or will sign the tenancy agreement and with whom liability for the plot/s rests.
c) Cultivation - The active and continuous use of the plot for the purpose of growing and tending to fruit, vegetables, or other approved crops. A cultivated plot should show evidence of regular maintenance, including planting, harvesting, soil preparation, and keeping the soil fertile and reasonably free of weeds.
Please note: Paths, storage areas, compost bays, sheds, greenhouses or any other structures or covered areas do **not** count towards the cultivated area of the plot.
d) Plot / garden allotment – The area leased to you for the production of fruit and vegetables or other approved crops, only for your and your household's consumption.
e) Hazardous material – Any materials that have the potential to cause harm.
f) Livestock – Animals permitted to be kept on the plot with the prior written consent of the Council, subject to relevant regulations.

3) Site Management

a) Only Council officers, members, current tenants and their immediate family members (in accordance with Paragraph 4h), and individuals who have received prior permission from the Council, are permitted to enter the allotment sites. Unauthorised access by any other party is strictly prohibited.
b) Tenants are required to promptly report any incidents, accidents, or potential tenancy breaches to the Council office. This includes any situations that may affect the safety, use, or condition of the allotment site or its surroundings.
c) Tenants must report any suspected criminal activity directly to the police without delay. The Council office should then be informed as soon as practicable.
d) We will conduct regular inspections of the allotment site to ensure that all plots are being properly cultivated and maintained in accordance with the Allotment Rules and Conditions of Letting. Such inspections will take place without prior notice and tenants are not required to be present or accompany the inspecting officers. The purpose of these inspections is to support fair use, uphold site standards, and identify any issues requiring attention.
e) The Council will make every effort to maintain unallocated plots in a tidy condition. If you observe any unallocated plot becoming excessively overgrown, please notify the Council office.
f) Any Council officer, employee or authorised agent of the Council may enter the plot at any time, without prior notice. Access to the plot must be unimpeded at all times. Where entry is restricted by a locked gate or similar barrier, tenants must provide the Council office with a working key or access code. This ensures that Council officers, and others acting on behalf of the Council, particularly in emergency or urgent circumstances, can gain entry without delay.
g) We may take photos as part of our regular site inspections.
h) All allotment gates, both vehicular and pedestrian, must be kept closed and securely locked after each use. It is the responsibility of the tenant to ensure that the gates are properly secured upon entering and exiting the allotment site in order to maintain the security of the premises. Each tenant will be provided with the code for the padlock(s)

and will be notified of any changes to the code. Tenants are strictly prohibited from disclosing the code to any third party. Any unauthorised disclosure of the code will constitute a breach of the tenancy.

i) No allotment site fittings or security measures are permitted to be altered – this includes perimeter fencing, gates, locks, water fittings, boundary markers and any other Council installed equipment. Please report any issues to the office.
j) Allotment plots are let on an "as seen" basis. By signing the Tenancy Agreement, the tenant accepts the plot in its current condition at the time of handover. From that point forward, the maintenance, improvement, and cultivation of the plot becomes the full responsibility of the tenant. The Council will not accept complaints or appeals relating to the condition of the plot at the time of letting, and tenants cannot refer back to its previous state as justification for non-compliance with the Allotment Rules and Conditions of Letting.
k) We will endeavor to maintain water supply fittings in good order.
l) Tenants must not assign, sublet, or part with possession or control of the allotment plot, or any part of it, under any circumstances. This includes informal arrangements or temporary transfers. Such actions are strictly prohibited and constitute a breach of tenancy under Section 27(4) of the Allotments Act 1908. Any unauthorised use by third parties may result in immediate termination of the tenancy.

4) Tenant Responsibilities

a) Tenants must be over the age of 18.
b) To observe all rules and conditions relating to allotment gardens / plots as made, amended, or adopted by the Council from time to time. It is the tenant's responsibility to ensure they are aware of the current Allotment Rules and Conditions of Letting, which are publicly available on the Council's website and referenced in official communications, including the annual rent notification. Failure to have received a physical copy does not exempt any tenant from compliance.
c) By signing the Tenancy Agreement, you accept the plot in its current condition at the time of handover, including any structures, fixtures, or features you have agreed to retain. From that point forward, all maintenance, repairs, and improvements, whether to the land itself or to any inherited items such as sheds, greenhouses, compost bays or fencing, become the tenant's full responsibility. Issues such as disrepair, damage, or untidiness cannot later be attributed to the condition at the time of letting. Such matters will be noted in inspections and treated as the tenant's responsibility, regardless of their pre-existing state. The Council will not consider complaints or appeals related to the condition of the plot or retained items post-handover.
d) It is your responsibility to ensure that any changes to your contact details, including your residential address, are reported to the Council without delay during the term of your tenancy. Should your new address mean you no longer meet the Eligibility of Tenancy Conditions, you must notify the Council immediately. In such cases, the Council reserves the right to review your tenancy and may terminate it with appropriate notice, in order to ensure plots are fairly allocated in accordance with the stated eligibility criteria.
e) You are solely responsible for the safety, condition, and security of your allotment plot, including any structures, tools, and equipment stored thereon. Except where liability cannot lawfully be excluded, the Council accepts no responsibility for any loss, theft, damage, or injury sustained by tenants, their family members, visitors, or their belongings while on the allotment site. Tenants must take all reasonable precautions to ensure the plot is maintained in a safe and secure condition at all times.

f) You must not deposit, or permit others to deposit, on your plot or any part of the allotment site, any earth, road sweepings, refuse, tyres, gravel, stones, paving slabs, concrete, timber, or any other materials not specifically and reasonably required for immediate use in cultivation. The only permitted exception is the temporary and proportionate storage of manure for direct application to the plot. Dumping or stockpiling of any non-cultivation-related materials is strictly prohibited.
g) You must not bring, or allow others to bring, dogs onto the allotment sites, except for assistance dogs used by individuals with disabilities.
h) Not to allow children (under 18 years old) onto the site unless accompanied and supervised by the tenant or other responsible adult.

5) Tenant Conduct

a) Fakenham Town Council supports the principle of equal opportunities and opposes all forms of unlawful or unfair discrimination. It will ensure, at a minimum, that all relevant legal requirements are met.
b) Tenants must not, through their actions or omissions, cause damage to any fences, gates, signs, water tanks, taps, or other fixtures and equipment located on or around the site that are the property of the Council. This includes, in the case of fences and gates, those belonging to neighbouring properties. Tenants must also ensure that any person visiting or acting on their behalf does not cause such damage.
The tenant shall remain responsible for any damage caused by such persons.
c) Tenants must not cause, permit, or engage in any behaviour that constitutes a nuisance, annoyance, or interference with the quiet enjoyment of the site by other tenants, neighbouring residents, or Council officers.
d) Tenants must not harass, intimidate, threaten, or abuse any person on the allotment site, including other tenants, visitors, or Council representatives.
e) Tenants are fully responsible for the behaviour and actions of any person they bring onto or allow access to the allotment site. This includes ensuring that such individuals comply with all site rules and conditions. Any breach by these individuals may be treated as a breach by the tenant.
f) Tenants must not attempt to gain unfair benefits for themselves or others, or to cause harm or disadvantage to others, by using influence, pressure, or inappropriate behaviour.
g) Tenants may refer any general allotment site observations to their allotment representative, but specific issues or concerns should be raised directly with the Fakenham Town Council office.
h) Tenants must not live in or temporarily sleep overnight in any part of the allotment site.
i) Tenants are subject to the Council's Allotments Inspection & Warning Appeal Policy if concerns arise regarding poor cultivation standards or breaches of tenancy. This process is in place to ensure fairness and transparency. The policy is available on the Council's website. All decisions made as a result of this process are final and binding.

6) Rent & Deposit Payments

a) Tenants are to pay the annual rent for their allotment plot, which falls due on 11th October each year, no later than 11th November. Tenants are also responsible for any additional charges or outgoings arising from their use of the plot.
b) All new tenants are required to pay a £50 deposit upon taking on a new tenancy. This deposit will be held by the Council and returned in full upon termination of the tenancy, provided the plot is left in a good and lettable condition. If, upon inspection, the plot

requires clearance or any remedial works before it can be re-let, the Council reserves the right to retain the deposit to cover these costs. If the cost of remediation exceeds £50, the Council also reserves the right to pursue the outgoing tenant for any additional costs incurred and may take legal action to recover these where necessary.

c) Rent charges are reviewed on an annual basis. You will receive at least 12 months' notice of any rent changes.
d) Due to administrative costs, tenants are not entitled to a part-year refund of the annual tenancy fee if the tenancy is terminated before the end of the tenancy year, whether by the tenant or by the Council.

7) Cultivation

a) Tenants are to ensure that the plot is cultivated only by themselves or by another person for whom prior permission has been sought and granted by the Council.
b) Tenants must keep the entire plot clean, well-maintained, and in a properly cultivated and fertile condition. The plot must be kept free of weeds, and the crops thereon must be free from pests and disease.
c) At least two-thirds of the plot must be actively and continuously cultivated. This means the area must be in productive use for growing fruit, vegetables, or other approved crops, and must show ongoing signs of planting, harvesting, soil preparation, and general upkeep. Up to one-third of the plot may be used for approved non-growing purposes (such as sheds, hen houses, or compost bays), but only with the Council's prior written consent, see Paragraph 8a.
d) Tenants should inform the Council if they expect to be temporarily absent from the plot (e.g. due to holidays or illness etc.) and, as a result, cultivation standards may fall below the required level. This allows the Council to take reasonable account of the circumstances when conducting inspections and, where appropriate, grant a short-term concession before initiating any communication or engaging the Allotments Inspection, Warning and Appeal Policy.
   In cases of extended absence due to long-term illness or prolonged holiday, tenants may request permission for another person to temporarily tend the plot on their behalf. Such arrangements must be approved in advance by the Council and are strictly subject to the conditions set out in Paragraph 3l (regarding unauthorised subletting or assignment) and Paragraph 5e (regarding the tenant's responsibility for the conduct of others on site).
e) Tenants beginning their tenancy on a plot that has not been actively cultivated or maintained, will not be expected to meet the requirement to cultivate two-thirds of the plot within the first year of their tenancy. However, clear and ongoing progress must be evident throughout the year, and failure to demonstrate this at routine inspections may result in the tenant being contacted by the Council.
   By the first anniversary of the tenancy, the minimum cultivation requirement, that at least two-thirds of the plot is actively cultivated, must be fully met and maintained thereafter. All other rules and conditions apply to new tenancies from the commencement date, and the Council's Allotments Inspection & Warning Appeal Policy may be implemented in response to any other breaches of tenancy during this period.
f) Tenants may plant small fruit trees on dwarf rootstock, provided that no more than one-quarter of the allotment plot is used for this purpose. This area will be considered as part of the two-thirds of the plot that must be actively cultivated, provided it is maintained and used for productive growing. All other types of trees require the Council's prior written consent before planting. All trees must be removed at the end of the tenancy, except for individual fruit trees which may be left in situ with the Council's

prior approval, provided they meet the conditions set out in Paragraph 7g.

g) Tenants must ensure that all fruit trees on their plot are pruned regularly at the appropriate time of year and maintained at a height not exceeding 12 feet. Branches must not overhang the boundary of the plot, obstruct any pathways, or impede access to or along the plot. These requirements also apply to any other tree for which prior permission has been requested and granted by the Council.

h) A limited number of flowers may be grown as an approved crop for companion planting or aesthetics, but they must not dominate or exceed the area used for growing fruit or vegetables on the plot.

i) Tenants must not use their allotment plot for any commercial purpose or business activity, including but not limited to growing produce, keeping hens or bees, or cultivating plants with the intent to sell or distribute beyond personal and immediate family consumption.
In accordance with Section 22 of the Allotments Act 1922 (as amended), allotments must be used solely for the cultivation of produce for the tenant's personal consumption and that of their immediate household. This restriction applies to all produce from the plot, including fruit, vegetables, eggs, and honey. Tenants must not use their plot to grow or produce goods for any form of distribution beyond their household, whether for sale, barter, promotion or informal trading. Even where no money or goods are exchanged, consistent or deliberate distribution to others constitutes a use inconsistent with the purpose of the allotment and is not permitted.
Occasional and unplanned surpluses may be given away at the tenant's discretion. However, intentional overproduction for distribution, whether sold, swapped, or donated, is strictly prohibited and constitutes a breach of the tenancy.

8) Buildings and Structures

a) Tenants must not erect any building or structure without the prior written consent of the Council. This includes, but is not limited to, sheds, greenhouses, ponds, beehives, and hen houses. Applications for consent must be made in writing and must include a clearly drawn plan showing the exact location of the proposed structure on the plot, along with its full description, external dimensions, materials to be used, and its proximity to any neighbouring boundaries, paths, or existing structures. Vague or incomplete applications, including those which refer only to general locations, will not be accepted.
Plastic polytunnels are strictly prohibited and will not be authorised under any circumstances. Any polytunnels erected in contravention of this rule may be treated as a breach of tenancy, and tenants will be required to remove or modify them. Failure to comply may result in enforcement action under the Allotment Inspection & Warning Policy.
Please note: A polytunnel is a tunnel-shaped structure made with rigid curved, semi-circular hoops, typically metal or plastic, covered by a continuous sheet (or sheets) of flexible polythene or similar material, and is large enough to walk into. It is characterised by a smooth, arched profile and does not feature true vertical sides that meet a flat roof section, as seen in greenhouses. While the sides of a polytunnel may appear nearly vertical at their lower points, they are still part of a continuous curve and do not form flat, rigid panels. Polytunnels are not designed to accommodate framed roofs or support systems such as guttering, for water harvesting. They are usually fixed directly into the ground and are often used for intensive or commercial scale growing.

b) Tenants may, with prior written approval as required in Paragraph 8a, erect a maximum

of one shed and one greenhouse per individual allotment plot. Tenants with more than one plot may request permission to locate their permitted structures across their plots in a different configuration (e.g., two sheds on one plot and none on the other). However, regardless of how structures are distributed, each individual plot must still comply with the limitations in Paragraph 8c, including that no more than one-third of the plot may be covered by structures. This applies to all sheds, greenhouses, compost bays, covered areas, hen houses, bee hives, ponds, and other built or semi-permanent features.

c) The total area of all structures on a plot, including, but not limited to, sheds, greenhouses, compost bays, covered areas, ponds, hen houses, bee hives and any other built or semi-permanent features, must not exceed one-third of the total plot size. This requirement is subject to the prior written approval process set out in Paragraph 8a.
Where one-third of the plot is occupied by such structures, the remaining two-thirds must be actively and fully cultivated in accordance with Paragraph 7c. Cultivation taking place within structures (such as inside greenhouses) does not count toward the minimum two-thirds cultivation requirement.
Failure to comply with this rule may constitute a breach of tenancy and may result in enforcement action under the Council's Allotment Inspection & Warning Appeal Policy.

d) Tenants must ensure that all structures on their plot are kept in a good state of repair, including any that predate current permission rules or were installed without formal consent. It includes, but is not limited to: sheds, greenhouses, hen houses, beehives, ponds, compost bays, cold frames, fruit cages, and any other built or fixed items, whether temporary or permanent. All structures, regardless of their origin or authorisation status, must be maintained in a safe, secure, and visually acceptable condition at all times.
As part of the Council's routine site inspections (see Paragraph 3d), the external condition of all structures will be visually assessed. Any structure found to be in disrepair, unsightly, unauthorised, or posing a potential risk to the tenant, other plot holders, visitors, or Council officers will be recorded. The tenant will be contacted and required to take appropriate remedial action within a specified timeframe.
Failure to act may constitute a breach of tenancy and may result in enforcement action under the Council's Allotment Inspection & Warning Appeal Policy.

e) Tenants must ensure that all structures on the plot. whether already in place at the start of the tenancy or erected subsequently, are used solely in connection with the lawful cultivation and maintenance of the plot. This includes the storage of only those items directly related to the cultivation and upkeep of the allotment. Use of any structure for unrelated purposes, such as residential use, business activity, or storage of non-gardening items, is strictly prohibited and may constitute a breach of tenancy which may result in enforcement action under the Council's Allotment Inspection & Warning Appeal Policy.

f) Tenants are responsible for dismantling and removing from the allotment site any unwanted structures on their plot. Once a plot has been accepted and the tenancy agreement signed, it is the tenant's responsibility, as set out in Paragraphs 3j and 4c, to dismantle and remove any structures they do not wish to retain. This applies regardless of whether the structures were present at the start of the tenancy or erected thereafter.

g) Upon termination of the tenancy, tenants must dismantle and remove from the allotment site any buildings or structures on the plot, unless prior written agreement has been obtained from the Council permitting specific structures to remain.
Failure to remove unauthorised structures may result in the Council incurring clearance

and disposal costs. These costs may be pursued in accordance with Paragraph 6b which states: "*the Council reserves the right to retain the tenant's deposit to cover such expenses. Where costs exceed the £50 deposit, the Council further reserves the right to recover the additional amount directly from the outgoing tenant and may take legal action to do so, if necessary."*

9) Boundaries

a) Tenants must maintain their plot strictly within its prescribed boundaries at all times. Under no circumstances may the plot be extended beyond these boundaries, whether by physical encroachment, placement of items, or through inaction that allows boundary creep. Any such extension, whether intentional or through neglect, will be considered a breach of tenancy.
b) Boundary markers installed by the Council to identify or define allotment plot boundaries must not be removed, repositioned, damaged, altered or used for any other purpose. Where a boundary marker is found to be missing or damaged, tenants must notify the Council as soon as reasonably practicable.
c) Plot numbers will be provided and installed by the Council. Once in place, tenants are responsible for ensuring their plot number remains clearly visible, securely located in its original position, and maintained in good condition at all times.
d) Tenants must keep the common pathways (excluding access roads) adjacent to their plot in good condition. This includes ensuring that grass is kept neatly cut, weeds do not encroach, and no plants or structures overhang or obstruct the path. Pathways must be maintained to a standard width of not less than 450mm (18 inches) and not more than 750mm (30 inches). The surface should be level and free of holes, trip hazards, or other obstructions at all times.
e) Tenants must ensure that all access roads and designated parking areas on the allotment site are kept free from obstructions and hazards at all times. The established width of access roads must be maintained, and no part of any plot may encroach upon this area. Tenants must not deposit soil, compost, tools, equipment, waste, or any other materials onto the road surfaces or designated parking areas. Any such encroachment or obstruction will be considered a breach of tenancy.
f) Tenants must not plant, or allow to grow, any vegetation that overhangs, encroaches upon, or obstructs adjacent plots, common pathways, access roads, or designated parking and turning areas. All vegetation must be kept trimmed and managed to prevent any obstruction or infringement on neighbouring plots or communal access routes. Failure to comply may constitute a breach of tenancy.
g) Tenants must ensure that any pegs, stakes, supports, or similar items are positioned securely within the boundaries of their plot and do not overhang, encroach upon, or obstruct adjacent plots, common pathways, access roads, or communal areas. Such items must not present a trip hazard or obstruction to others.
h) Tenants must not use barbed wire or any other hazardous materials anywhere on their plot. This includes, but is not limited to, fencing or structural supports. The use of such materials poses a risk to the safety of other tenants and visitors and is strictly prohibited, particularly where it adjoins Council-set paths, access roads, or communal areas.
i) Council staff may require access to your plot for the purpose of maintaining boundary hedges and fences. Access will be gained in accordance with Paragraph 3f, and while some disturbance to your plot may be unavoidable, every effort will be made to minimise any impact and ensure minimal disruption.

10) Storage and Materials

a) Only items directly related to the cultivation and maintenance of the plot may be kept on site. This applies to the entire plot, including within sheds, greenhouses, or any other structure. The storage or retention of household goods, building materials, furniture, appliances, or any other non-gardening related items is strictly prohibited.
b) Tenants must ensure that tools and other equipment are not left unattended on common pathways, access roads, or any other areas in a manner that could cause an accident or injury. Tools and equipment must be cleared away and not left out when not in use. All tools and equipment must be used responsibly and with due care and consideration for the safety of others at all times.
c) The Council accepts no responsibility for the loss, theft, or damage of any tools, equipment or personal property, regardless of how such loss or damage occurs. Tenants are responsible for ensuring that their property does not present a risk of injury to any person or damage to any property. Tenants are encouraged to limit the quantity and value of tools and other personal property brought to or stored on the allotment site in order to minimise the risk of theft or loss.
The Council strongly recommends that tenants arrange appropriate insurance to cover their own property, public liability and any other risks associated with their use of the allotment plot.
d) The tenant shall not use the allotment for the storage of any vehicles, goods, or crops not produced on the plot. All storage must be directly related to the cultivation and maintenance of the allotment. The storage of any items must not cause nuisance, obstruction, or annoyance to other tenants or interfere with the enjoyment or use of neighbouring plots. Use of the allotment for any purpose inconsistent with its use as an allotment garden is strictly prohibited.
e) Materials such as timber may be stored on the allotment plot only in limited quantities and must be intended for use on the plot. All such materials must be stored neatly and safely, and in a manner that does not create a hazard or nuisance, in accordance with Paragraph 10d. Any materials not used within six months must be removed. Tenants must also remove any materials at any time if the Council deems them to pose a hazard or to be in breach of the Rules and Conditions of Letting.
f) The use of carpet, underlay, or similar materials as weed suppressant is strictly prohibited, as such materials may leach harmful chemicals into the soil and compromise its quality. Only purpose-made, horticultural-grade weed suppressant materials are permitted.
g) The storage of flammable, hazardous, or otherwise dangerous chemicals on allotment plots is strictly prohibited. Except where liability cannot lawfully be excluded, the Council accepts no responsibility for the loss of or damage to such items, nor for any injury or incident arising from their presence or use, however caused.
h) Tyres must not be brought onto, stored, used or placed upon any part of the allotment site. The presence of tyres on a plot will constitute a breach of tenancy. Failure to comply with an instruction to remove them may result in enforcement action in accordance with the Council's Allotment Inspection & Warning Appeal Policy.

11) Waste Disposal / Bonfires / Hazardous Material

a) Tenants must ensure that all rubbish and waste generated through their use of the plot is removed promptly from both the plot and the wider allotment site. Waste must not be left on the plot, in communal areas, or elsewhere on the site. If the Council is required to remove waste as a result of non-compliance, the costs of removal and any

necessary remediation will be recovered from the tenant in accordance with Paragraph 6b of these Rules and Conditions of Letting.

b) No fire of any kind may be lit, maintained or permitted on any part of the allotment site between 1 May and 30 September inclusive. This prohibition applies to all forms of fire, including bonfires, incinerators and any other means of burning, and there are no exceptions to this seasonal prohibition.
Between 1 October and 30 April inclusive, bonfires remain strictly prohibited, but tenants may burn organic material generated only from their own plot using a suitable lidded incinerator designed for this purpose. Only dry, untreated plant material, such as weeds and prunings, may be burned. The burning of household waste, plastics, treated timber or any other material likely to create excessive smoke or harmful fumes is strictly prohibited. The use of accelerants (such as petrol, oil, or spirits) is strictly forbidden.
The incinerator must be positioned safely and securely within the boundary of the tenant's own plot on a stable, non-combustible surface and at a sufficient distance from sheds, fences, buildings, hedges, trees and any other combustible materials to prevent heat, flames or burning embers from causing ignition. The area immediately surrounding the incinerator must be kept clear of anything that could catch fire. It must be placed in a location where the wind direction and weather conditions will not cause smoke to drift and create a nuisance. Where there is insufficient space within a plot to safely position and operate an incinerator in accordance with these requirements, the incinerator must not be used and burning is prohibited.
Fires must not be lit or allowed to continue during unsuitable weather conditions, including strong winds, extreme dry conditions, or where there is a risk that flames, smoke or burning embers could spread beyond the tenant's plot or create a danger or nuisance.
Tenants must ensure that any smoke does not constitute a statutory smoke nuisance under Section 80 of the Environmental Protection Act 1990, which may result in the tenant being personally liable for enforcement action. Any breach of this rule will also constitute a breach of tenancy.

c) Tenants must never leave any fire unattended at any time. The tenant must remain present and in control of the fire from the point of lighting until it is fully extinguished and the incinerator is completely cool. A suitable fire extinguisher or other appropriate fire-extinguishing equipment must be immediately available whenever the incinerator is in use.

d) Barbecues are strictly prohibited at all times on any part of the allotment site.

e) Except where liability cannot lawfully be excluded, the Council accepts no responsibility for any loss, damage, or injury arising from the burning of waste on the allotment site. All such activities are carried out entirely at the tenant's own risk, and any consequences, including injury or damage to property, shall remain the sole responsibility of the tenant. The tenant remains responsible for ensuring that the use of an incinerator does not create a risk to other tenants, visitors, neighbouring properties or the allotment site itself.

f) (i) Rat control: The Council will arrange and fund scheduled, routine rat-control treatments across the allotment sites. Tenants must report significant rat activity to the Council office and continue to maintain their plots in accordance with these Rules and Conditions, including taking reasonable steps to avoid attracting or harbouring rats.
(ii) Other pests: The control and management of all other pests and nuisance animals affecting an individual plot are the responsibility of the tenant. This includes, but is not limited to, mice, wasps, ants, moles, rabbits, deer (including muntjac), and pests affecting crops, structures or livestock. Where professional pest-control services or

other specialist intervention are required, the tenant is responsible for arranging and meeting the full cost.

(iii) Communal and unlet areas**:** The Council may, at its discretion, arrange and fund appropriate pest control in communal areas and areas of the allotment sites that are not let to individual tenants, where it considers this necessary and appropriate. The Council is not obliged to act on every report of a pest or nuisance. This responsibility does not extend to individual plots let to tenants, except for the scheduled rat-control programme described in sub-paragraph (i).

(iv) Safe and lawful treatments: Any pest-control or weed-control treatments undertaken by tenants, or by persons acting on their behalf, must be used strictly in accordance with the manufacturer's instructions, statutory conditions of use and applicable health and safety requirements. Only approved and lawful products may be used. Tenants must take all reasonable precautions to ensure that treatments are applied only within the boundaries of their own plot and do not drift onto, contaminate or otherwise adversely affect neighbouring plots, wildlife, watercourses or surrounding land. Bait boxes and similar devices must be securely positioned to prevent access by or harm to other site users, wildlife and pets.

(v) Responsibility for safety**:** Tenants remain responsible for the safety and condition of their plots at all times, including the safe use, storage and positioning of any pest-control products, treatments, equipment or devices they introduce or arrange to be used. All reasonable precautions must be taken to prevent risks to other tenants, Council officers and employees, authorised visitors, children, pets, livestock and wildlife. Any pest-control measures must not create a hazard or nuisance for other site users. Any infestation or treatment presenting an immediate risk to people, animals or property must be reported to the Council office without delay.

(vi) The Council encourages tenants to minimise the use of herbicides wherever practicable and to consider alternative methods of weed control. Misuse, unsafe application, or the use of unapproved products will be treated as a breach of tenancy.

g) Except for products lawfully permitted for pest control or plot maintenance under Paragraph 11f, hazardous materials, including any substances or items that may pose a risk to people, animals, or property, must not be brought onto or used on the allotment site / plot under any circumstances. Items which are permitted for use in the lawful cultivation and maintenance of the plot, but which have the potential to be hazardous (such as sharp tools), must be stored securely and safely. Such items must not be left out, unattended, or stored in a way that may cause harm or pose a danger to others.

12) Livestock and Bees

a) Animal owners and keepers are legally responsible for meeting the welfare needs of any animals kept on the allotment, in accordance with Section 9 of the Animal Welfare Act 2006. Failure to meet this duty of care is a criminal offence and may result in prosecution, a fine, and/or a custodial sentence. Under current legislation, penalties can include an unlimited fine and imprisonment of up to five years for the most serious offences, as amended by the Animal Welfare (Sentencing and Recognition of Sentience) Act 2021.

b) A tenant may keep a maximum of eight hens, regardless of the number of plots held. This limit ensures compliance with Paragraph 7i, which requires that produce from the allotment, including eggs, is for the tenant's own household use only. Cockerels are strictly prohibited under all circumstances.
Hens must be housed in a suitable, secure hen enclosure that meets the welfare needs of the number of hens you intend to keep. The enclosure must provide adequate space, shelter, and protection from predators, and must comply with the requirements set out in the DEFRA "Code of Practice for the Welfare of Laying Hens" (or any successor guidance).
No hen house or enclosure may be erected without obtaining prior written approval, as required under Paragraph 8a. Your application must include the number of hens you wish to keep. The hen house, run, and any associated structure will be included within the one-third of the plot permitted for non-growing purposes, as set out in Paragraph 7c.

c) Poultry keepers are responsible for being aware of and complying with all relevant regulations set by the Department for Environment, Food & Rural Affairs (DEFRA). This includes, where applicable, registration requirements and any restrictions relating to avian flu or similar disease control measures. Further information can be found at: Poultry and other captive birds: registration rules and forms - GOV.UK (www.gov.uk)

d) If at any time livestock on your plot is found to be in poor condition or without its basic welfare needs being met, the Council reserves the right to take such action as it deems appropriate at the time. This may include, but is not limited to, reporting the matter and any supporting evidence to the RSPCA or another relevant authority.

e) There is no statutory right to keep bees on allotment land. Tenants must obtain prior written approval from the Council before commencing any beekeeping activity or bringing any beehives or related equipment onto the allotment site.
Approval, where granted, will be subject to strict conditions and compliance with all relevant requirements outlined in this paragraph and associated policies.
The Council reserves the right to withdraw permission at any time, with as little as 14 days' notice, should any breach of conditions occur, complaints be upheld, or a risk to safety or public welfare arise. The Council's decision will be final and non-negotiable.
Please note: Beekeeping is not permitted under any circumstances at the Rudham Stile Lane allotment site.

f) All tenants who currently keep bees, or who wish to apply to do so, must be able to demonstrate their competency to keep bees safely and responsibly. To do so, they must:
    (i) Be a current member of the British Beekeepers Association (BBKA); and
    (ii) Hold a valid insurance policy providing specifically for beekeeping risks, including public liability insurance with a minimum cover of £5 million (as normally held by BBKA members); and
    (iii) Have either successfully completed the BBKA Basic Assessment (or similar training) or be actively mentored by an experienced qualified beekeeper who can formally vouch for their competence.

Tenants must provide documentary evidence of compliance with these requirements upon request and submit up-to-date certificates or proof of renewal to the Council office as required. Failure to meet these standards may result in the withdrawal of beekeeping permission.

g) Approval, if granted, will permit the keeping of no more than three (3) hives per tenant, regardless of the number of plots held. Additional hives will not be permitted under any circumstances. All hives must be of a recognised type suitable for safe and responsible beekeeping. No hives may be erected without obtaining prior written approval from the

Council, as required under Paragraph 8a. Your application must specify the number of hives you wish to keep. The hive(s), along with any associated structures, will count towards the one-third of the plot permitted for non-growing purposes, as set out in Paragraph 7c.

h) Hives must be positioned to avoid bee flight paths crossing footpaths, neighbouring plots, or public areas. Entrances should be directed away from walkways and public access routes, and hives must have hedging or other screening **at least 2 metres high**, encouraging bees to fly upwards and away from site users.
i) In accordance with British Beekeepers Association (BBKA) guidance, hives must be sited in a way that restricts access to the beekeeper only and prevents unintentional approach by other allotment users.
j) Applications to keep bees may be refused solely on the basis that a plot is not suitable for beekeeping, including where the plot cannot physically accommodate the required screening, safe placement, or meet the other requirements of these rules.
Current tenants wishing to keep bees may be offered the opportunity to relocate to a vacant plot deemed suitable, and prospective tenants may be invited to select from a list of suitable available plots, provided, in all cases, that all other conditions of the application are met.
k) Beekeepers must ensure that only gentle, docile strains of bees are kept on site. In the event that a hive becomes aggressive or presents a risk to other plot holders or members of the public, the tenant must take immediate corrective action, which may include re-queening or complete removal of the hive. During the active beekeeping season (typically spring to summer), hives must be monitored at least weekly, and proactive swarm management must be undertaken to prevent nuisance or safety risks.
l) Clear signage must be displayed at the designated apiary area by the tenant, stating the beekeeper's name and emergency contact details. These details must also be provided to the Council and must include a qualified secondary contact who can respond to bee-related emergencies (e.g. swarms) if the primary beekeeper is unavailable.
m) The Council will display signs indicating "Honey Bees Present" on the site noticeboard at any allotment site where beekeeping is authorised.
n) The Council accepts no responsibility for any loss, damage, or injury arising from the keeping of bees or from bee activity on the allotment site. Beekeeping is undertaken entirely at the tenant's own risk.
However, the Council recognises its general duty of care to all allotment users and will take reasonable steps to ensure that beekeeping activities are assessed, approved, and monitored in line with best practice guidance, including that from the British Beekeepers Association (BBKA).

13) Water

A mains water supply is available on the allotment sites at no charge to tenants.
Water privileges are granted equally to each tenant for the duration of their tenancy, subject to the limitations set out below. Misuse of water, excessive water usage, or any action that results in disproportionately high water bills for the site may result in the restriction or withdrawal of these privileges, including the withdrawal of permission to fill water butts using hoses. Such misuse or disregard of the rules may also be treated as a breach of tenancy and could lead to enforcement action under the Allotment Inspection & Warning Policy.

a) Tenants must not alter, interfere with, or permit any other person to alter or interfere

with any part of the water supply system, including taps, pipes, or associated fittings.

b) Hoses must not be attached to the allotment site's communal mains water supply for the purpose of watering allotment plots directly.
c) Hoses may be used either to fill water butts from the mains supply or to water the plot from a water butt, but not for both purposes at the same time. The water butt must not be used to water the plot while it is being filled by a hose from the mains. As the mains water supply is a shared resource, tenants must ensure that all users have fair and reasonable access to the water taps. Where other tenants are wishing to use the water supply, the use of a hose to fill a water butt from the mains must be limited to a maximum continuous period of 15 minutes before the supply is made available to others. Solar-powered sprinklers or water pumps may be used to assist in watering the plot, but they must not be connected directly to the mains water supply, and must not be run from a water butt while it is being filled from the mains.
d) During periods of drought or water shortage, the Council reserves the right to temporarily turn off the water supply, where necessary to comply with hosepipe bans and/or other restrictions imposed by the relevant water authority.
e) The Council will turn off the water supply during the winter months (1st November to 1st April) to help prevent burst pipes. As stated in Paragraph 13a, no tenant is permitted to turn the water supply on or off. This will be managed solely by authorised Council staff.
f) Water taps must not be left unattended while in use, under any circumstances. Tenants are required to remain present at all times when drawing water to ensure taps are fully turned off immediately after use and to prevent water wastage or potential flooding.

14) Vehicle access/Parking

a) Parking is only permitted in the designated parking areas provided by the Council. Tenants must not park cars or any other vehicles on their plot. Vehicular access to plots is strictly limited to the delivery and collection of heavy or bulky materials that cannot be reasonably transported by hand or wheelbarrow.
b) Tenants must drive with due care and consideration for others at all times, keeping to an appropriate low speed within the allotment site and respecting the safety and access of other users.
c) Tenants must not create or attempt to create their own parking spaces, either by extending existing designated areas or by regularly parking near their plot in a manner that results in ground wear. Such repeated action does not set a precedent or imply permission, and may result in enforcement action.
d) Trailers may only be brought onto the allotment site temporarily for the delivery or removal of materials. They must not be left unattended, stored on plots, or parked anywhere on the allotment site. Caravans are strictly prohibited and may not be brought onto the site under any circumstances.

15) General Liability

a) The Council does not provide insurance for tenants' personal property, structures, equipment or activities undertaken on allotment plots. Tenants are strongly encouraged to obtain appropriate insurance, including public liability insurance where appropriate, to protect themselves against claims arising from injury, damage to property or loss associated with their occupation of the allotment plot.
b) The tenant shall indemnify the Council against any claim, loss, damage, liability,

cost or expense arising directly from the tenant's breach of these Rules and Conditions of Letting or from the tenant's negligent or unlawful use of the allotment plot, except where such loss results from the Council's own negligence or breach of statutory duty.

16) Tenancy Termination

a) The Council reserves the right to terminate a tenancy by giving the tenant not less than one month's written notice, in accordance with the provisions of the Allotments Act 1922 (as amended), if:
    (i) The rent, or any part thereof, is in arrears for not less than 40 days, whether legally demanded or not; or
    (ii) The Council deems there has been a breach by the tenant of any of the terms or conditions of the tenancy agreement or of the Rules and Conditions of Letting, *provided that in the case of breaches relating to the cultivation or condition of the plot*, **at least three months have elapsed** since the start (not the renewal) of the tenancy; or
    (iii) The tenant becomes bankrupt or enters into a formal arrangement or compromise with creditors (such as an Individual Voluntary Arrangement).
b) The Council reserves the right to terminate a tenancy by giving the tenant not less than twelve months' written notice to quit, in accordance with Section 1(1)(a) of the Allotments Act 1922 (as amended). This notice:
    (i) Must expire on or before 6 April or on or after 29 September in any year (i.e. not during the growing season), and
    (ii) Does not require the Council to give a reason, and may be issued regardless of whether the tenant is in breach of any tenancy condition.
c) Whether a tenant has breached the Rules and Conditions of Letting and/or the Tenancy Agreement shall be determined at the discretion of the Council. In such cases, the procedure for issuing warnings, Notices to Quit, and any applicable appeal periods will be followed as outlined in the Allotment Inspection & Warning Appeal Policy, which is available on the Council's website. If the tenancy is terminated as a result of a breach, no refund of the annual tenancy fee will be made and the deposit may be retained, in accordance with these Rules and Conditions of Letting.
d) A notice to end tenancy shall be deemed properly served upon the tenant if it is delivered to the tenant in person, sent to the tenant's last known address or clearly displayed on the tenant's allotment plot.
e) Tenants may voluntarily surrender their allotment tenancy at any time by giving not less than two months' written notice to the Council in writing. No refund of the annual tenancy fee will be made where a tenancy is surrendered before the end of the tenancy year. Tenants are required to clear the plot and remove all personal property, structures, trees etc., unless otherwise agreed with the Council.
f) Where a tenancy is terminated, whether by the tenant or by the Council, any shed, greenhouse, or other structure remaining on the plot one month after the termination date shall be deemed abandoned and will become the property of the Council. No compensation will be payable for any such items. The Council reserves the right to remove and dispose of these structures, and any associated disposal or remediation costs will be charged to the outgoing tenant in accordance with Paragraph 6b, which allows for retention of the deposit and, where costs exceed £50, the pursuit of additional costs including legal action if necessary.
g) The tenant shall not be entitled to any compensation upon termination of the tenancy,

except in cases where compensation is expressly due to the extent prescribed by Section 2, Sub-sections 2 and 3, of the Allotments Act 1922, as amended by the Allotments Act 1950. In all other circumstances, no compensation will be paid.

h) The Council shall on termination of the tenancy be entitled to recover compensation from the tenant by virtue of section 4 of the Allotments Act 1950 in respect of any deterioration of land caused by the failure of the plot holder to maintain the land in a clean and good state of cultivation and fertility.

Breach and Enforcement

Any contravention of these Rules and Conditions of Letting may constitute a breach of tenancy, regardless of whether such a breach is explicitly stated within individual clauses. In all cases, the Council reserves the right to take enforcement action under the Council's Allotment Inspection & Warning Appeal Policy.

Application of New or Amended Rules

Any new rules or amendments to the existing Rules and Conditions of Letting shall apply from the date of their ratification by the appropriate overseeing committee. Where a rule change requires tenants to make significant or material alterations to their plot or practices, as determined by the Council, a notice period of 12 months will be given to allow for compliance. This notice period will be deemed to commence from the start of the new allotment year on 12th October.

Annually, prior to 12th October, all tenants receive an Allotment Renewal Notice, which includes reference to the reviewed Rules and Conditions of Letting, along with information on how to access a copy via the Fakenham Town Council website, or request a printed version.

This policy has been drawn up in accordance with:

The Small Holding and Allotments Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950. Also, the Animal Welfare Act 2006, Animal Welfare Act 2021 and the Environmental Protection Act 1990.

With reference to and advice from: The National Allotment Society, The British Beekeepers Association and the Department for Environment, Food & Rural Affairs (DEFRA).

Reviewed and ratified at Full Council 26th August 2026
Amended at Facilities & Amenities 13th October 2026
Reviewed annually