



Stony Stratford Town Council

**Allotment Tenant Terms and Conditions
(Wolverton Road & Boundary Crescent sites)**

Allotments Act 1908 – 1950

Issue 6 Dated 1st October 2018

Allotments Tenancy Terms & Conditions

Part 1: Your Tenancy

1a) Terms and Interpretation:

Within these rules and requirements, the following words are to have the following meaning:

Allotment Garden: A plot of land that is let by the Council for recreational gardening and the good husbandry of permitted livestock.

Cultivation: Keeping the plot in good productive order by:

- The maintenance and improvement of the soil.
- The control and prevention of weeds.
- Planting and maintenance of lawns, ornamental plants, herbs, flowers, fruit, vegetable crops and recreational gardening.
- The good husbandry and health of permitted livestock.

Ridings: A common route within the site for vehicular/pedestrian access to and around allotments.

Leisure Area: Small area of grass or patio for pastimes, eating and/or relaxing.

Other Authorised Persons: Tenant and their immediate family or invited guest(s).

Paths: Dividing paths between allotments.

Permitted Livestock: Hens are currently the only permitted livestock allowed on allotments.

Rent: The annual rent payable for an allotment garden.

Tenancy Agreement: A legally binding written document which records the terms and conditions of letting of a particular allotment to an individual tenant.

Tenant: A person who holds an agreement for the tenancy of an allotment.

The Council: Stony Stratford Town Council.

1b) Allocation of the Allotment Gardens:

Allotment gardens may be let at the discretion of the Council to any suitable resident of the parish of Stony Stratford. If there are no residents from within the parish waiting for a tenancy the Council may let to a suitable applicant who is non-resident in the parish.

The Council operates a priority system on its waiting list:

- Priority 1 – residents in the parish who do not have an allotment garden
- Priority 2 – residents in the parish who already have an allotment garden
- Priority 3 – non-residents of the parish

This means that where there are two or more suitable applicants for a vacant allotment garden preference will be given to the applicant who does not already hold one.

1c) Tenancy Agreement:

The Tenancy Agreement of an allotment is personal to you as the tenant named in the agreement.

As the Tenant you may not assign, sub-let or part with possession or control of all or any part of your allotment garden. The allotment land is owned by the Council and is let to you until either you relinquish your plot or the Council terminates your tenancy.

You have no right to pass on your tenancy to dependants however the Council will treat sympathetically any request from immediate next of kin to continue to manage the plot(s).

No person under 18 years of age is allowed to rent a plot on an allotment. However, children are encouraged to maintain a small area within a plot whilst properly supervised.

1d) Joint Tenancy:

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Where two or more persons wish to jointly work an allotment garden each person shall sign a Joint Allotment Agreement.

An application for joint tenancy can be made by an existing tenant who wishes to share the use and enjoyment of the allotment garden with a family member or friend.

A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.

One joint tenant shall always be nominated as the "Principal Tenant" who is responsible for all payments and correspondence relating to the allotment. Where an existing plot holder wishes to change his/her tenancy to a joint tenancy then the existing plot holder shall be the "Principal Tenant".

Where the "Principal Tenant" wishes to terminate his/her interest in the allotment then another joint tenant must first consent in writing to the Council to be "Principal Tenant" and if no other joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.

Every joint tenant is responsible for observing and complying with the allotment rules.

1e) Observance of Rules and Requirements:

Tenants must observe and comply with current rules and requirements plus any amendments that the Council may make at any time in the future (e.g. statutory law changes and local restrictions such as bonfire restrictions).

The Council has the right to alter these "Terms & Conditions" at any time and changes will be displayed on the notice board on site and may be sent out with rent invoices, new tenancy agreements and / or newsletters with reasonable notice.

1f) Plot Numbers:

It is your responsibility as tenant to ensure that your plot number is visibly displayed, e.g. on the outside of a shed, greenhouse, or on a post at all times.

1g) Site Keys:

One site key will be issued to you when you begin your tenancy. It is your responsibility to keep the key safe. Replacement keys will be subject to a charge.

1h) Rent:

The rent is due on October 1st in each calendar year. As the tenant, you must pay the invoiced rent in advance within 30 days of the due date.

A concession is available to anyone in receipt of the State Retirement Pension and must be requested prior to the invoices being raised for that year. Proof of entitlement to discount will be required unless previously approved.

If you do not pay on time the tenancy may not be renewed. No discount will be allowed on overdue accounts.

Tenants experiencing difficulties in paying the rent should contact the Clerk to the Council.

Plots are measured and priced in poles:

1 pole = 5.03 metres or 5.50 yards 1 square pole = 25.3 sq. metres or 30.25 sq. yards

1i) The Rent Year:

The rent year will run from 1 October to 30 September.

Tenants taking up an allotment part way through the rent year will only be charged for the remaining number of months until the end of the rent year.

The rent is non-refundable for any reason.

1j) Rent Changes:

Your rent amount may change on 1 October each year. The Council will give notice of the change in rent amount no later than 1 July and the new rent will become payable on 1 October of the same year.

1k) Change of Address and Notices:

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You must inform the Clerk to the Council immediately of any change of address or status. Personal information held by the Council relating to your allotment tenancy will be held in accordance with the Data Protection Act 1998.

Notices to be served by the Council on the tenant will either be sent to the tenant's address as contained within the tenancy agreement or fixed in a conspicuous manner on the allotment garden.

1l) Relinquishing of Plot:

You may relinquish your plot(s) at any time by giving written notice to the Council and leaving the plot(s) in an acceptable condition (i.e. a condition that you would be happy to take on the plot in).

Your tenancy agreement may also be terminated by the Council for breach of these 'Terms & Conditions'.

1m) Deposit:

When you take on your new allotment garden, you are asked to sign a tenancy agreement and pay a deposit. The full deposit charge is £30.

This deposit will be paid back when your tenancy ends if the plot is left in a good condition. If your allotment garden is not left in good order your deposit will be retained and used towards the cost of clearing the plot for the next tenant.

Part 2: Site Rules

a) Duty of Care & 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. This is particularly relevant in relation to:

- The timing and usage of mechanical equipment such as strimmers and rotavators, and the means to power them, e.g. petrol, oil and gas. Tenants should be respectful of the time of day for local residents when using such machinery (use only between 7am-7pm) and ensure that fuel is stored safely and securely.
- The prevention of obstruction of paths and ridings
- The sturdy construction of any structures or features on the plot
- The safe application and storage of pesticides, weed killers and fertilisers
- The safe storage and usage of tools
- Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
- Security and maintenance of structures on your plot

All tenants are responsible for their own safety and the safe keeping of their own personal possessions when on the allotment garden. Parents/guardians must ensure that children are supervised at all times and be aware of the following potential hazards:

- Water butts & ponds
- Stinging insects (wasps & bees)
- Stinging /poisonous plants (nettles, deadly nightshade, toadstools)
- Power tools & gardening implements
- Risk of infection from organic manure, livestock and rats (Weil's Disease, Leptospirosis)
- Hazardous materials (weed killer, pesticides, broken glass)

b) Motor Vehicles:

Vehicle access is permitted on the main ridings at the **Boundary Crescent** site for the delivery of manure, compost or other bulky material and for the collection of produce.

Care should be taken to ensure the ridings are not blocked by any motor vehicle or cart.

Do not drive on the grass ridings when the ground is wet to avoid causing ruts. Such damage must be repaired by the tenant(s) responsible.

Wolverton Road Tenants accessing the allotment site by vehicle across the Recreation Ground are subject to the following rules and vehicle access should be avoided where possible:

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- Tenants should be mindful of crossing the park at busy times, e.g. school opening and closing when children will be going to and from school, and lunch times. These times should be avoided.
- Vehicles must be driven slowly across the park and the driver must take all precautions to ensure pedestrians are at a safe distance.
- Do not drive across the park or leave the vehicle standing on the grass for any length of time when the ground is wet to avoid causing ruts.
- Do not obstruct the Queen Street entrance by leaving the vehicle on the hard standing on the park side of the bollards.
- You must not enter the Recreation Ground from Wolverton Road. Access is only available from Queen Street.

c) Site Security:

All tenants and authorised persons must, upon arrival or departure, lock gates to prevent access by unauthorised persons or animals. This instruction applies even if a gate is found to be unattended and unlocked for whatever reason upon such arrival or departure.

The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment.

Criminal acts of vandalism and damage against tenant's property must be reported to the police, by all affected plot holders. You should pass your crime number on to the Clerk to the Council for future reference/action (if applicable).

d) Authorised Persons:

Only the tenant and their immediate family or accompanied guest(s) is/are allowed on the allotment site, except during site open days.

No person under 18 years of age is allowed on any allotment site unless accompanied by an adult.

e) Public Liability Insurance:

Once you have accepted the allotment garden you, the tenant, become responsible for the public liability insurance for that plot. Tenants are recommended to seek professional advice to the level of insurance cover necessary and thereafter to review the level of insurance cover on a regular basis.

Tenants who become a member of the Wolverton Road Allotment Association will automatically have public liability insurance as part of their membership.

PART 3: Your plot, its cultivation and permitted use

3a) Personal Use:

Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the Association).

Tenants must not use their allotments as places of residence and must not sleep there overnight. Neither must they use the allotment as storage for cars, trailers, caravans or boats.

Tenants must not be seen to interfere with crops, trees or property etc. on other allotment plots. Any disputes must be directed to the Council whose decision shall be final.

All tools, equipment, structures and personal belongings are kept on allotments at your own risk.

3b) Permitted use:

The allotment garden is rented to you, the tenant, for the purpose of cultivation of herb, flower, fruit and vegetable crops or livestock management, where permitted.

Allotments must be maintained in a good state of cultivation and fertility throughout the year. This includes the keeping of permitted livestock. A minimum of 75% of the plot must be cultivated with a maximum of one third of a plot to be used for the keeping of livestock. Compost bins, greenhouses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.

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New tenants should start to cultivate the plot within one month of accepting the tenancy.

The whole plot, including any paths or leisure areas, must be kept tidy, safe and free from weeds.

The use of carpets as a weed suppressant is not allowed, due to the chemical content and the non-biodegradable nature of such items. Other weed suppressants such as black plastic should only be used as an aide to clearing a plot and should be removed at the earliest opportunity.

3c) Weed Control, Non-Cultivation Letter & Eviction Notice:

It is your responsibility to keep your plot free from weeds, thereby not causing a nuisance to adjoining tenants. This includes not allowing weeds to set seed.

If a plot is considered to be uncultivated according to these terms and conditions (e.g. is overgrown with weeds) the Council will send you a non-cultivation letter. You can appeal in writing within the first 14 days of the date on the non-cultivation letter. At the end of the 28 day non-cultivation period, a further inspection will be carried out and any failure to rectify the situation will result in an immediate issue of an eviction notice. Once the eviction notice has been issued, there is no appeal at this stage.

All personal property and equipment must be removed within 28 days of being served with the eviction notice. After this eviction period, the allotment plot will be re-let.

3d) Water Supply

The use of hoses connected to the allotment mains water supply is not permitted. Mains water should be used sparingly and only for the purpose of irrigation of the allotment garden or water for permitted livestock. Water butts, fitted with a lid, are encouraged for the collection of rainwater.

3e) Structures (Sheds, Greenhouses, Poly Tunnels):

You should not erect any building on the allotment garden without written consent of the Council.

The maximum size for a shed is 6ft by 8ft (1.8m by 2.4m). A shed may be left on the plot for the next tenant, if it is in a good condition. If the shed is not in a useable state, you will be responsible for its removal.

The maximum size for a greenhouse or poly tunnel is 9ft 10in by 6ft 6in (3m by 2m). Permission will be granted on the understanding that the structure will be removed from the plot on termination of the tenancy.

All structures must be temporary and maintained in a safe order. They must not be made from any hazardous materials, and must be adequately secured to the ground to prevent uplift. The use of concrete is not permitted as part of the construction.

All structures must be kept within the boundary of the allotment garden, not impinging on to any path or riding.

The Council is not responsible for such buildings.

3f) Storage of Materials within the Plot:

You are only permitted to store materials for use on the plot. Any materials (e.g. paving and timber for infrastructure work) must be stored safely & tidily. No other materials or waste must be brought onsite or stored onsite. You will be required to remove this immediately.

3g) Paths and boundary markers:

Paths within allotment sites must be kept mown and weed free. It is your responsibility as tenant to cut the grass paths around your plot including fence and/or hedge boundaries.

For **Boundary Crescent** tenants, the path to RIGHT of the plot (as you look on to your plot from the main riding) is your responsibility to maintain. Your plot number marker marks the start of your plot.

Paths must be kept clear of obstructions at all times.

All paths between plots should be maintained to a minimum of 0.6m wide (24"), for easy pedestrian access to tenants' plots.

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You should not remove any part of any path. If any path has been altered / removed you will be required to reinstate it.

You must not encroach (trespass) onto neighbouring plots via any paths unless permission has been granted by the plot holder.

Do not remove the plot markers as they identify the boundaries of the allotment gardens and are used to check the plot sizes.

If you have any queries about your paths or plot boundaries, please contact the Council.

3h) Rubbish and Recycling:

Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site.

All non-diseased plant matter should be composted and used on your allotment garden. Diseased plants and perennial weeds that cannot be composted should be taken home and put in your green bin or taken to your local community recycling centre.

The council does not provide allotment tenants with a rubbish collection service. Any rubbish from allotments must be taken home and disposed of using the domestic waste collection service or be taken to the local council recycling centre.

3i) Bonfires:

Bonfires are banned on individual allotment gardens. You must compost as much material as you possibly can, except for particularly pernicious weeds or plants that are infected with fungal disease such as Club Root or White Rot. Any material that cannot be composted should be taken to your local community recycling centre.

Tenants will have access to communal bonfires through the **Wolverton Road Allotment Association**. You should contact your site representative for information.

Tenants on **Boundary Crescent** will have access to pre-arranged bonfires. For information about scheduled bonfires and items that can be burned, contact the Deputy Town Clerk.

3j) Trees:

You should plan carefully before planting a tree to ensure it will not encroach on neighbouring plots and paths.

All fruit trees must be grafted to a dwarf rootstock and preferably trained as espaliers or cordons.

Permission for more than two fruit trees must be applied in writing to the Council.

You will be responsible for the pruning and maintenance of trees on your plot and the removal associated debris. You are responsible for the removal of dead or diseased trees from your plot.

The areas under the trees must be kept weed free.

You must not cut or prune the site boundary trees or Council planted trees without prior written permission.

3k) Ponds and Bog Gardens:

Ponds and bog gardens attract beneficial wildlife and are therefore permitted on plots with prior written agreement from the Council.

Ponds must be covered with wire mesh to reduce the risk of accidents and warning signs must be prominently displayed.

Bog gardens should be no more than 2m at their widest point and must not show standing water.

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You may be required to remove any pond or bog garden when vacating your plot and reinstate the ground to its original height. Please consult with the Council as to whether this is required, as it may be considered detrimental to local wildlife to do so.

3l) Permitted Livestock and Pets:

You shall not keep livestock or honey bees on the allotment garden without the written consent of the Council.

Note: Chickens are allowed at either allotment site – see separate rules at end of this document

Bee hives shall be allowed to be installed at the Boundary Crescent site only. Please refer to separate terms, conditions and rules associated with bee keeping.

Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times. You will be liable for any damage or nuisance caused by your dog.

3m) Inspections:

Any allotment and any structure may be inspected by any Member or Officer of the Council at any time.

Under normal circumstances the inspections will be carried out jointly with the site representative/champion.

The Council will keep a record of all site visits, including current plot inspections, correspondence with tenants and site representatives.

PART 4: At the end of your tenancy

4a) Outgoing Tenants:

Outgoing tenants must remove any personal items or structures from their plot(s) before the end of their tenancy. Any suitable structures can be offered to the new tenant with prior agreement from the Council or to the site association (where applicable) for onward recycling.

The allotment site keys must be returned to the Clerk of the Council within 14 days of the termination date of the tenancy.

The Council will endeavour to assist the new tenant to dispose of any materials not removed by the outgoing tenant.

The full cost of collection and disposal may be charged to the outgoing tenant.

4b) Termination / Relinquishing of the Tenancy:

Tenants may terminate the tenancy at any time by giving 14 days notice in writing to the Council. If a tenant decides to stop cultivating an allotment part way through the year, they must notify the Council so that the allotment may be let to a new tenant without delay.

The tenancy will terminate on the next annual rent day if the tenant dies. The Council will consider offering the plot to the immediate next of kin before reverting to the waiting list.

The Council may terminate an allotment tenancy agreement in any of the following ways:

1. By giving 12 months or longer written notice expiring on or before 6 April or on or after 30 September in any year
2. By giving one months' written notice expiring at any time if:
 - a. The rent is in arrears for 40 days or more or
 - b. The tenant is in breach of any of these terms & conditions or of their tenancy agreement or
 - c. The tenant is convicted of theft from an allotment site

4c) Communication to the Council of non-cultivation:

It is the responsibility of the tenant to notify the council if they are experiencing any problems cultivating their allotment plot. This enables action to be taken to prevent the allotment site becoming overgrown and a nuisance to neighbouring plots.

PART 5: Miscellaneous provisions

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5a) Council's Responsibilities:

The Council remains the land owner at all times. The Council is responsible for all the administration of the allotment sites, unless an agreement is in place that some of these functions will be carried out by the site association:

- Managing waiting lists and the letting of plots
- Rent collection
- Termination of tenancy agreements
- Enforcement of rules and requirements
- Repairs to site perimeter fences, gates, water and road infrastructure
- Toilet facilities management
- Vacant plot management
- Boundary hedge and boundary tree management

5b) General Data Protection Regulation:

The Council will not share your personal data with any other organisations.

Stony Stratford Town Council has a General Privacy Notice which can be found on the councils website at www.stonystratford.gov.uk Your personal data in relation to your allotment tenancy will be held and managed in accordance with this notice.

You must notify The Council at your earliest opportunity should any of your personal information changes.

5c) Complaints/disputes:

The Council Office, in the first instance should be notified of any complaints or disputes arising.

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The Keeping of Chickens

Under the 1950 Allotment Act, the keeping of hens is permitted on allotments and viewed as an allotment holder's right, so long as they are for the tenants own use and not for business or profit.

If any animal on an allotment is deemed a nuisance, health hazard or their well-being is affected then they can be removed. All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA and covered by the Animal Welfare Act. The Act states that all animals have basic needs that must be fulfilled by their owner or keeper.

Advice and information can be found at the following:

RSPCA

<http://www.nsalg.org.uk/wp-content/uploads/2012/05/Welfare-of-animals-on-allotments.pdf>

British Hen Welfare Trust

<http://www.bhwt.org.uk/>

DEFRA

<https://www.gov.uk/guidance/poultry-welfare-guidance-on-the-farm>

1. General Conditions

1a) Only a valid tenant is permitted to keep chickens on the allotment garden. The chickens and any associated structures must be removed when the tenancy finishes.

1b) Agreement only applies to chickens, bantams and hens for laying eggs. Other poultry (ducks, geese, turkeys, etc.) are not allowed. Cockerels are not permitted.

No more than 4 chickens can be kept per plot.

No chicken is permitted to roam free anywhere on the allotment site at any time.

1c) The Council may require chickens & all related equipment to be removed giving one calendar months' notice if relevant welfare guidelines (local and national) are not followed or the rest of the plot is not considered to be cultivated. Any costs in enforcing these rules will be met by the poultry owner concerned.

1d) Advertising or trading produce for a profit is not permitted on site. The produce from keeping chickens is defined as eggs, chicken droppings, feathers, live chickens or chickens for the pot.

2. Structures

2a) You must obtain written permission from the Council before erecting any structure. Concrete is not allowed to be used in the building of such structures. Any structure erected without prior permission may have to be removed.

2b) The footprint of the structure to house poultry plus the chicken run should not exceed one third of the size of the allotment. The coop & chicken run must be well built, weather proof, robust for the job & predator proof.

2c) Any structure must be placed entirely within the plot; it must not be on the border of a path or overhang a pathway and it should be at least a foot from the edge of a bordering plot.

The structure should not overshadow or cause disadvantage to neighbouring plots. Any door must open onto the plot and not onto shared pathways.

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3. Animal Welfare

3a) You are responsible for ensuring disease is controlled by good hygiene. The chickens' food and water must be kept free from contamination by wild birds and other animals.

Do not use communal water tanks to wash tools or any other equipment involved in keeping chickens. Water must be taken into the coop/run to clean equipment. Soiled water should be emptied on your own plot.

You should ensure your hands, clothes and footwear are clean both before and after contact with your birds.

3b) You must not allow wild birds to come into contact with the chickens. Use mesh to cover the top and all sides to prevent contact with other birds.

3c) Loose food on the ground attracts vermin. You should use specific food dispensers that are rat proof, ensure all dispensers are cleaned regularly and any spillage is cleaned up as quickly as possible.

3d) The chickens should not be exposed to temperature stress. They must be able to find adequate protection from the sun in the coop.

3e) It is important to know the normal behaviour of your birds and they must be watched closely for early signs of distress or disease. A daily inspection must be carried out to check that all the birds are behaving normally. You should contact a vet if you suspect that the bird(s) are sick.

3f) Land on which chickens are kept for prolonged periods may become 'fowl sick' which may prejudice the health of the birds. Runs should be moved on a regular basis to avoid fowl sick or muddy conditions.

3g) In the event of the death of a chicken the carcass should be removed from then other birds as soon as possible and the cause of death determined. Disposal must be off site.

3h) You must keep records on the health and welfare of all your chickens. The Council may ask to see these records. The records should include the following:

- Date of introduction of new birds
- Date, purpose and outcome of vet visit
- Details of any treatments applied
- Mortality – date and cause

3i) You must display a notice on the coop showing the name of the keeper and a contact number.

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The Keeping of bees at the Boundary Crescent allotment site ONLY

Advice and information can be found at the following:

British Bee Keeping Association www.bbka.org.uk/

National Allotment Association
www.nsalg.org.uk/allotment-info/hens-bees-and-other-animals-allotment-beekeeping/

The National Bee Unit
www.nationalbeeunit.com/

1. General Bee Keeping Conditions

- 1a)** Only a valid allotment tenant is permitted to keep bees. The bees and any associated structures/hives must be removed when the tenancy finishes.
- 1b)** The Council will agree with the tenant the suitable location for the hive. It **MUST** not reside on the allotment plot but in the agreed communal area.
- 1c)** You must obtain written permission from the Council before erecting any hive. Any structure erected without prior permission may have to be removed.
- 1d)** The land on which the hives will reside belongs to the Town Council and is **NOT** an allocated allotment site. As such, must be left in a suitable condition once the tenant leaves the site. All standard allotment terms and conditions apply to this area of land.
- 1e)** Development suggestions of the site by the bee keepers must be put in writing to the Town Council.
- 1f)** The Town Council will not fund developments on the hive site. All costs must be covered by the bee keepers.
- 1g)** The area to be used for bee keeping must be properly maintained and cultivated by the owners of the hives using the site.
- 1h)** The Tenant must register their hives with government National Bee Unit.
- 1i)** The Tenant must provide their own liability insurance for the keeping of bees and a copy of this must be provided to the Town Council annually.
- 1j)** The Council strongly advises the tenant to join the British Bee Keeping Association for advice, guidance, support and insurance information.
- 1k)** The Council may require the bees & all related equipment to be removed giving one calendar months' notice if relevant welfare guidelines (local and national) are not followed or the rest of the plot is not considered to be cultivated. Any costs in enforcing these rules will be met by the poultry owner concerned.
- 1l)** Advertising or trading produce for a profit is not permitted on site.
- 1m)** You must display a notice on the hive showing the name of the keeper and a contact number.