Consultation Results on Proposed New Allotment Rules, January 2018

We would like to thank all those of you that have responded to the proposed new Rules. We have very much valued your comments and input, some of which has led to us changing and updating the proposed new Rules.

Proposed rule change:	**What you said:**	**Our response/what we did:**
General comments	• Public Liability Insurance: is this included in the rent that is paid by plot holders?	• The CIC does hold Public Liability Insurance for both allotment sites, and plot holders are not required to obtain their own insurance. However,

		certain activities such as the keeping of bees etc. may require plot holders to obtain their own insurance. Further, the CIC does not insure the property/equipment of individual plot holders and if a plot holder has equipment of value that is kept on their allotment, they may wish to seek to insure this if required: such insurance can often be obtained as an "add-on" to home insurance.
	• "None of [this] makes me feel very safe or secure. I come to my plot to relax and chill … I don't think any of this is very welcoming. I don't know why we need all these changes, the last agreement was about 25 pages and this new one is 40 pages long, I think it's over the top."	• Given that both Rye Allotment Association and Rye South Undercliff Allotment Group are keen to have functions devolved from the CIC to the respective groups; the CIC considered this a good opportunity to update the current Rules. We apologise if anyone believes that this compromises safety or that it is "over the top". The new Rules are aimed at cutting out elements of the 2013 Rules which are now defunct and to clarify areas that have previously caused confusion. A large proportion

		of the changes in the new Rules are aimed at tackling environmental issues and ensuring, as far as possible, that animal welfare standards are met and adhered to. In the event that a plot holder does not keep animals, or wish to in the future, most of the additions to the Rules will not be applicable in any event.
	<u>Rabbits:</u> • "I'm not very keen on having rabbits on the allotment. Love Lane allotment spends all their time trying to kill them as they are a pest and a nuisance. Tame rabbits will make more wild rabbits come to the site and they will eat everyone's vegetables, this doesn't make any sense to me." "We are fully in agreement that	• We have carefully considered all representations regarding the keeping of rabbits on the Rye allotment sites; a provision that is not covered under Rye Amenity CIC's November 2013 Rules. The CIC is acutely aware of the fact that for a number of years, local campaigners for the Rye allotments (which included Rye Allotment Association) have considered that the

		although rabbits and hens are permitted, they should be subject to the conditions laid out in the RSPCA document. In particular the vaccinations mentioned in that document should be carried out, and evidence of compliance (e.g. vaccination certificates must be provided to CIC on an annual basis." "Do we need rabbit hutch and run?" "The 1950 Act gives plot holders the right to keep Chickens and Rabbits. This Act was introduced following the Second World War when food was still in short supply. Both chickens and rabbits were kept for food purposes and not as pets. Whilst I appreciate this provision [is] in the 1950 Act it	allotments should be viewed as Statutory Allotments. Rother District Council has never accepted that the Rye allotments are Statutory Allotments, hence the exclusion from keeping any livestock under the Tenancy Agreements issued by them. The CIC also notes that when it allowed for the keeping of hens in the 2013 Rules, there were some objections on the basis of the allotments becoming overrun with chickens etc. This has not happened and, at present, only 1.9% of allotment plots in Rye have hens on them. We also accept that the provisions regarding the keeping of rabbits on allotments in the 1950 Act are somewhat outdated and borne of an entirely different era regarding food supplies. However, those provisions in the Act remain 'good law' for the time being. Having weighed up all of the

	has some 70 years later become archaic and out-dated. Rother District Council's T[enancy] A[greement] excluded all livestock. They operated the allotments for 40 years from 1974 to 2013 with the no livestock policy irrespective of the provision for hens/rabbits in the 1950 Act."	arguments for and against allowing the keeping of rabbits, the CIC considers that running the allotments in Rye in a way that is compatible with the running of Statutory Allotments far outweighs the arguments for not doing so. Further, given the take-up for the ability to keep hens, we anticipate that the number of plot holders wanting to keep rabbits is likely to be even lower. The CIC agrees that there should be a requirement in the new Rules for evidence of compliance with the RSPCA document to be provided to the CIC on an annual basis.
	<u>Bees:</u> • "I'm not at all happy about having bees on the allotment … Why do we have to have bees?"	• The CIC believes that bees could compliment the allotments. We accept that there could be issues regarding the siting of bee hives etc. The proposed new rules require anyone wishing to keep bees to make

		an application to do so and that each application will be carefully considered on its own merits. Part of the consideration of applications will include consultation with nearby plot holders and local residents (where applicable). An application to keep bees also requires the plot holder to have qualifications and insurance in place.
	• The new rules all seem fine to me.	• Thank you
Rule 1 – Introduction • Rule 1.6 "… please visit www.ryeallotments.co.uk …"	• "Ensure it is maintained and up to date."	• Noted. We will endeavour to update the website as often as possible. We also hope that both Allotment Associations will make use of their respective pages on our website, which is something we will discuss with each group soon.

<u>Rule 2 – Interpretation and definitions</u> <u>Rule 3 – Allocation of tenancies and other allotment users</u> <u>Rule 4 – Tenancy preliminaries</u> • Rule 4.2 "It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our	• No representations received • No representations received • "We need an accurate plan of the allotments asap." "A plan determining the size of each plot together with its boundaries is necessary to assist in the implementation of the new clauses on Pages 18/19 and on P.30 to determine the size of the animal cages/chicken	• N/A • N/A • We accept that the plans which were provided by Rother District Council are far from ideal. We are also grateful for the work done by the two plot holders from South Undercliff. Unfortunately, having tried to use the new measurements for South Undercliff recently, we noted that some plots have been omitted. The

decision will be final (see paragraph 12.8)."	runs to be erected on the varying size plots. A survey was carried [out] 2 years ago by two allotment holders … and the Plan was handed to CIC."	CIC is committed to providing updated, more user-friendly and clear plans of both allotment sites. That said, the CIC does not consider that the proposed Rule 4.2 requires amending at this stage: given the number of times plot holders make requests to divide plots in half etc., plans can quickly go out of date. The CIC therefore reserves the right to deal with any boundary disputes that may arise, regardless of what plan is in place at any given time.
<u>Rule 5 – Rent</u>	• No representations made.	• N/A
<u>Rule 6 – Use of your allotment</u>	• Rule 6.1 should also include flowers and herbs.	• We agree and will make this change.
<u>Rule 7 – Boundaries and access</u>	• "Rule 7.1 & 10.6 – do we want hedging on the sites?"	• The previous Rules were silent on hedging, meaning in essence that

	"7.1 & 10.6 Don't think we need hedging on the sites." "No hedges on the sites."	these could be planted. The CIC considers that the need for hedging would be rare. The point of adding this into the rules is to allow for existing hedging (where applicable) to be replaced if required and to safeguard against the planting of unnecessary hedges.
	• Rule 7.2 "This would seem to allow for the erection of fencing of up to 2 metres high. The National Allotment Society suggests that fences of this height should only be used the allotment boundaries…"	• We agree and will revise this to a maximum of one metre.
	• "7.5 Any agreement between plot holders to be in writing and suggest lodge with CIC."	• We agree and will revise accordingly.
<u>Rule 8 – Structures</u>	• No representations made.	• N/A

<u>Rule 9 – Livestock</u>	• No specific representations made. Comments regarding rabbits and bees generally have been dealt with under the "General comments" section at the beginning of this document. There are also more specific livestock points made in response to the relevant Appendices below.	• N/A
<u>Rule 10 – Use of the allotment site</u>	• "10.4 Dogs This needs to be considerably strengthened. We suggest: 'Dogs must be on a lead sufficiently short to keep them within the appropriate allotment, and all dog mess shall be picked up immediately and disposed of by the dog owner.'" 10.4 "… do not believe that this is sufficient to stop the problem … If dogs are not to be banned altogether (which is our preference) the rules should state that all dogs must be kept on a leash at all times."	• We agree with the numerous representations made with regard to Rule 10.4 needing be in stronger terms. We will address this accordingly. We cannot control the actions of members of the public who may bring their dogs onto the allotment sites. However, signs were put on the entrance gates to the South Undercliff allotments in early/mid-2017. Feedback we have received regarding the signs has thus far been positive.

	"10.4 … Dogs should be kept on a short leash at all times and contained on the plot they are visiting. The clause does not make provisions for members of the public who might see fit to exercise their dogs on the allotment as their owners are not subject to the rules of the T[enancy] A[greement].	
	• 10.6, comments received reflected in 7.6 above.	• N/A
<u>Rule 11 – Nuisance and annoyance</u>	• No representations received.	• N/A
<u>Rule 12 – Enforcement and disputes</u>	• "12.3 Three months is too short a period…"	• We agree and this will be addressed accordingly.
	• "12.7 Suggest web site be updated on a regular basis."	• We agree, as per our response to similar feedback in the "General

		comments" section above.
<u>Rule 13 – Ending the tenancy</u>	• "In sections 13.3 and 16.11 the period should also be changed to six months."	• When we have had the unenviable job of needing to end tenancies in the past, particularly in cases of non-cultivation and/or nuisance, adjacent plot holders have been frustrated (understandably) by the requirement for 3 months' notice to be given. We therefore propose to keep the notice period in Rule 13.3 as 1 month. However, we accept that in cases of non-cultivation, at least six months should have elapsed since the beginning of a tenancy and we will amend this accordingly, likewise with Rule 16.11.
	• "13.3 … We think you would want section 13.3 to read the same as Appendix 1 section 3, in that plot holders 'must live within the parish of Rye or in a nearby parish'."	• Well spotted! This will be amended as suggested to ensure consistency.
	• "13.4 This is contrary to the 1950	• The Allotment Act 1950, section 1(1)

	Allotments Act and should therefore be deleted. The Allotments Acts make it very clear that there that there shall be a presumption that existing allotment use is to be given priority. Indeed, the 1950 Act says that in the event of an allotment being given over to any other use it must be capable of being returned to allotment use within 12 months." "13.4 We may end your tenancy at any time after giving you three months written notice if the allotment is required for SOME OTHER PURPOSE? THE PURPOSES FOR REQUIRING THE ALLOTMENT & AUTOMATICALLY TERMINATING A TENANCY AGREEMENT ARE NOT LISTED. AS STATUTORY ALLOTMENTS IT IS MY UNDERSTANDING THAT THIS CLAUSE IS NOT PERMISSABLE UNDER THE 1950 ACT & SHOULD BE REMOVED"	provides an amendment to the Allotment Act 1922, section 1(1)(a). As such section 1(1)(a) of the 1922 Act requires 12 months' notice to be given in the case of a notice to quit: which is why Rule 13.5 is worded in the way it is. However, the 1950 Act makes no additional changes to section 1 of the 1922 Act. With this in mind the provisions in Rule 13.3 are derived from section 1(1)(e) of the 1922 Act and Rule 13.4 is derived from section 1(1)(b). Section 1(1)(b) provides for "re-entry, after three months' previous notice in writing to the tenant, under a power of re-entry contained in or affecting the contract of tenancy on account of the land being required for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes". That is what "some other purpose" refers to in our Rule 13.4. However, we do not deem it in

		any way useful to fill our Rules with lengthy references to Statute or quotes therefrom; it is the aim of our Rules to be written in clear, plain and uncomplicated language as far as possible. In the event, as we would hope, that Rye Allotments are deemed to be Statutory Allotments, the local authority would also be required to obtain the permission of the relevant Secretary of State if it wished to dispose of the allotments. In addition, we would point out that section 8 of the Allotments Act 1925, as amended by the Agricultural Land (Utilisation) Act 1931, Schedule 2, also requires the Secretary of State to be satisfied "that adequate provision will be made for allotment holders displaced by the action of the local authority…" The provision of adequate allotments is also covered by Planning Policy Guidance 17, which requires local authorities to make provision for all

		kinds of open space which the government has held to include allotment gardens. With the above in mind, we are satisfied that Rule 13.4 should remain unchanged, albeit that we hope never to have to use it.
<u>Rule 14 – Matters arising at the end of tenancies</u>	• "14.1 & 14.5 – Keys must surely be returned for security reasons alone. I hear you are considering keypad locks which is fine as long as the pads will be on all gates." "14.5 This compromises the security of the allotments. Our view is that allotment keys should always be returned at the end of tenancies. If not, there is a danger of future misuse of keys for undesirable access to the allotments. In addition, an opened gate, especially one that permits vehicular access, makes it easier to remove quite large items. Therefore	• The current state of affairs regarding keys requires no deposit for a key and for keys to be returned at the end of a tenancy. However, the reality is very much different: we write to all tenants during the notice period requesting the return of keys at the determination of their tenancy yet, despite this, the number of returned keys is approximately 1/10. When the cost of cutting a new key (approx. £3.40) is taken into account, it doesn't take many reminders chasing former tenants up for the return of key before the cost in trying to recover the key far outweighs that of

	old keys should be reissued – the fewer in circulation the better." "14.1 & 14.5 Keys should be returned at the end of each tenancy, although key pads on all three gates at Love Lane as an alternative, code to be changed after the end of any one tenancy. Don't agree with tenants paying for keys." "14.1 & 14.5 Keys should be returned at the end of each tenancy, although key pads on all three gates at Love Lane as an alternative, code to be changed after the end of any one tenancy." "14.5 This clause would leave a lot of allotment gate keys in the hands of ex-tenants after they terminate their tenancy and would compromise the security to the site."	having a new one cut. Further, the rule is particularly hard to enforce. There is no evidence to suggest that security issues have increased in proportion to the number of outstanding keys still held by former tenants. South Undercliff allotments, in particular, are in essence open to public access in any event. The suggestion that we switch to the use of a 'code-style' lock will not be pursued if the real expectation is that we change the combination after the determination of each and every tenancy. While this may provide a heightened level of security we believe that is outweighed by the onerous and inconvenient prospect of 6+ changes per annum to the code and the need to inform each plot holder every time the code is changed. Given the feedback received, we propose that the old Rule 14 remains

		in place in its entirety. We will continue to request the return of keys at the end of a tenancy, albeit that the response rate to this is not high.
<u>Rule 15 – Giving formal notice</u>	• "15.2 Insert after 'responsibility': 'to inform us'."	• This will be done, thank you for pointing this out.
<u>Rule 16 – Allotment cultivation</u>	• "In our view this is far too complicated. All these references to percentages of this and that are confusing. Non-compliance would be hard to determine and therefore difficult to enforce. Also, transgression of some of these conditions would be too minor to warrant taking action." "These are all NEW proposals. I only have one observation: If CIC does not have a site plan of the sizes of each	• We agree that reference to percentages can be slightly confusing, particularly given that every plot varies in it precise size. The rules contained within Rule 16 are meant as guidelines to assist both Rye Allotments Association and Rye South Undercliff Allotment Group, as and when they are handed more responsibilities, which may include regular plot inspections. It is not intended that the percentages are so

	plot, how can the percentages be calculated to determine the plots cultivation within these rules and enforce them?" This also applies to P.30 in ascertaining the sizes of rabbit cages and chicken runs in relation to the size of the plot."	strictly applied as to make Rule 16 become draconian. In light of the feedback we have received and the potential confusion relating to the use of percentages, we will publish a note on Rule 16 in the final version of the Rules. The note is likely to read as follows: *References to percentages within this Rule are meant as guidelines only, for both plot holders and those responsible for plot inspections. Any proposed enforcement action based solely on Rules 16.1, 16.3, 16.5 and 16.6, may not proceed unless some form of warning for a similar alleged breach has been issued within the preceding 12 months. Generally speaking, it is obvious for all to see when non-cultivation becomes a real issue that warrants enforcement action.*
	• "16.1 Make this 60 per cent include 'mown grass which contains fruit	• We will include mown grass beneath fruit trees within the definition of

	trees.' Some plot holders, especially if elderly or partly disabled, cannot keep weeding large cultivated areas. Mown grass with fruit trees solves this problem." "16.1 Suggest it be 75%/25%"	what is constituted as 'cultivated area'. We do not propose increasing 60% to 75% at this stage as we acknowledge that this may be too difficult for some plot holders.
	• "16.2 Three is too few fruit trees. We suggest you make this 'six', but limited to orchard trees."	• We have deliberately included the possibility for increasing the number from three, with permission. The point of this rule is to prevent, where possible, plots becoming wholly or mainly fruit trees, which can be difficult to remove and may put off prospective tenants when an allotment becomes vacant. A case in point would be what is now the communal plot at South Undercliff.
	• "16.8 Change this 20 per cent to 40 per cent, for the sake of keeping weeds down.	• Rule 16.8 will be changed accordingly.
	• "16.11 Change this to 'after six	• We will change this accordingly in the

	months', due to winter.	new Rules.
<u>Rule 17 – Waste restrictions</u>	• "17.7 – Do we want kids swings etc?" "While we recognise that it is important to encourage younger families to have allotments, this provides the wrong image when the amount of each allotment prescribed to be cultivated is very restricted. Likewise the restrictions on sheds etc are very tight. It seems strange to restrict fruit trees but allow brightly coloured toys which require a substantial siting area to ensure the safety of the users and avoid damage to crops on adjacent plots.	• The inclusion of some play equipment being permitted within the rules is aimed at not deterring families and those with children from renting allotments. Having considered your comments, we have removed swings from the list of permitted equipment and we will restrict play equipment to one item per allotment plot.
	• "17.8 & Appendix 2(1) – No carpet of any kind" "17.8 & Appendix 2 No carpet of any kind." "When I took on my allotment … large	• We will make changes to the proposed Rules to make it clear that no type of carpet can be used on allotment plots. We will also include a provision that membrane and/or plastic used for mulching must be monitored for deterioration and

	areas of it were covered in synthetic strips of carpet, bits of plastic, and worst of all woven black plastic … If people must use this stuff maybe you could consider including in the rules that they must monitor its deterioration and, on leaving, they must remove it."	removed at the end of a tenancy.
<u>Rule 18 – Potentially polluting materials</u>	• "18.2 We do not understand where this can have come from. All wooden structures already on the allotments (e.g. sheds, raised bed edgings, fencing) will have been treated when purchased, and will need regular re-treatment or they will rot. Also, this condition would rule out acquiring any new or replacement sheds or other products because such items come ready-treated. Further, it is not practicable to ask plot holders to dismantle and remove their existing structures. We would suggest the following be one of the conditions: 'No	• In light of the feedback received we have decided that it makes sense for this rule not to be retrospective and for the inclusion of a clause, as suggested, regarding non-toxic preservatives being used for wood that is in direct contact with the soil.

	timber should be left in direct contact with the soil unless it has been treated with a non-toxic preservative.'" "My shed has been painted as has every shed on the allotment. I would suggest that this clause is not retrospective." "18.2 – State a date when the items are to be removed by."	
<u>Rule 19 – Criminal activity and safeguarding</u> <u>APPENDIX 1 – Waiting List Policy</u>	• No representations received. • "I feel dropping to the bottom is harsh, maybe a drop of 2 slots." "Suggest dropping down a slot."	• N/A • Our view is that this should remain our policy. When demand for allotment plots is high, people cannot be too fussy concerning the precise plot they wish to have. • **Please note that Rule 13.3 was erroneously issued in an unedited**

		state: it will, of course, mirror the Waiting List Policy. • The majority of people applying for allotments do not express a preference as to which site they would like an allotment on. Further, it is preferable in our view, to manage one central waiting list. For example: if one site were to have 4 vacant plots, while the other had none but a waiting list of 4 people; it is a nonsense for those plots to remain unlet. Likewise, trying to maintain 100% occupancy of both sites makes much greater sense in safeguarding allotments in Rye for the future.
	• "After devolution/self-management we are expecting to run our own Waiting List for SU allotments. Therefore grouping the two sites together in a single waiting list is not appropriate or practical." "After devolution we are expecting to be running our own waiting list for South Undercliff allotments. Therefore grouping the two sites together into a single waiting list is not appropriate. Additionally, to have two separate waiting lists makes it easier to prevent either site individually being taken over for other purposes."	
<u>APPENDIX 2 – Use of your allotment: conditions and guidance</u>		• **Please note that we will amend (1)d in order to reflect the feedback we have received and accepted**

	• "(2) Bonfires (b) We are already planning at SU to have a designated site for bonfires lit by 1-2 RSUAG members which will eliminate any nuisance to other plot holders and neighbouring gardens. Further there is no need to limit the bonfires between the months of 1 October-31 March." "Bonfires The following is in line with current plans, so please replace section (2) a-h with: … 'On the South Undercliff site provision will be made for bonfires to be lit on a designated area instead of on individual plots. Burnable waste should therefore be left on this designated area. Fires will be lit at suitable times by designated members of RSUAG. This arrangement will remove the possibility of causing a nuisance to adjacent plot holders and to people in nearby houses.'"	**regarding the use of carpet on the allotments.** • We will remove the restriction on the time of year that bonfires can be lit. We will also include a section encouraging plot holders to make use of site specific communal bonfires that may take place from time to time.

	"Bonfires at discretion all year round." "Bonfires, at discretion all year round."	
	• "(4) Traps and snare … The National Allotment Society recommends only a professional pest control company set traps." "We believe that the setting of traps by plot holders should not be allowed, and the following should therefore be substituted: 'No traps or poison will be allowed. For control or vermin, when required, CIC will employ the services of a professional pest controller."	• We have considered these representations and will amend Appendix 2(4) accordingly.
	• "(6) Public Liability It's unclear if this means that we are legally liable and in the event of an accident could be sued and therefore we need to take our own PL. It's also unclear from this clause if CIC have PL. National Allotment Society confirm:	• As stated in the general comments above and, for the avoidance of doubt, Rye Amenity CIC has always had public liability insurance and will continue to do so, even in the case of a situation where management of some functions is devolved to the

	that it is normal practice for the Landlord (CIC) to have PL if however, we were to agree devolution i.e. Self-Management then RSUAG would need to take out an annual PL Policy. Although NAS still thought that the Landlord should continue with their own PL cover. I contacted my insurance company … and although I have £2M cover [it] does not extend beyond my garden onto the allotment." "We strongly believe public liability should be the responsibility of CIC, not of individual plot holders. The cost of the policy could be reflected in the rental."	various allotment societies. We are not suggesting that individual plot holders must obtain their own public liability insurance. This part of Appendix 2 is simply aimed at reminding plot holders of their responsibilities for the safety of their individual plot. If, for example, a plot holder's shed collapses onto someone causing injury that may be the fault of the plot-holder concerned for not maintaining that shed in good order and in accordance with the Rules. In such a case, it could be the plot holder who is liable as opposed to the CIC. This part of Appendix 2 remains unchanged from the 2013 Rules.
<u>APPENDIX 3 – Structures</u>	• "Shed dimensions, need a caveat to exempt the new communal shed on Love Lane.	• We have already given our consent to the 'Palace of Versailles' replica, also known as the communal shed at Love Lane! It will not therefore fall foul of

		the Rules as a communal facility.
<u>APPENDIX 4 – Livestock</u>	• "(1)b Because the SU allotment site fronts the A259 trunk road, and also has public footpaths and cycle ways running along two boundaries (and numerous side entrances from the houses on SU), I think that the site is not suitable to accommodate bees. Unlike the Love Lane site, SU is totally exposed to the public and can never be made secure from unwanted visitors and vandals. Bees are **not** statutory under the 1950 Act and I would ask that CIC give careful consideration to the implications of choosing to allow bee hives on the SU allotment.	• We are aware that bees do not form part of the Allotment Act 1950. We have, in the past, been approached by potential keepers of bees seeking permission for them to keep bees on the allotments. Given the current environmental issues with declining numbers of bees we do not wish to have a blanket ban on keeping bees. As stated in the proposed new Rules, all such applications will be considered on their own merits.
	• "(1)c This clause states that 'if **we** consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of neighbouring premises.' The NAS state	• We are aware of guidelines requiring neighbours etc. to be consulted. It is our plan to always consult adjoining plot holders also. However, the phrase 'if we consider it necessary'

	that adjoining/neighbouring properties **must** be consulted. "We think 'if we consider it necessary' should be deleted because of the risks involved."	pertains more to properties adjoining the allotment sites. For example, if an application were received to keep bees in a far corner plot at Love Lane we may not consider it necessary to consult with every single resident of Love Lane. Please take this response from us as confirmation that we will always consult adjoining plot holders.
	• "We would also suggest adding the following to the conditions regarding beekeeping in Appendix 4: 'You must have the consent of the holders of adjoining plots.' 'You must also ascertain whether any plot holders or neighbours in nearby houses are allergic to bee stings.' The remarks above are in line with advice from the British Beekeepers Association.	• Thank you for your comments on these points. These do not feature in the Appendix because they will form part of the checks that we make. We would prefer to undertake these checks ourselves rather than place the onus on the applicant. Please be assured however that these checks will be made by us in relation to every application for keeping bees that we receive. Further, if an application for keeping bees is approved, we would also inform prospective tenants of adjoining plots that bee hives are in situ on a neighbouring plot.

<u>APPENDIX 5 – Guidance about wildlife on allotment sites</u>	• "No provision for the protection of wildlife i.e. hedgehogs, birds etc. may I suggest a clause for the use of organic pellets or using alternative measures such as beer to kill slugs to prevent poisons entering the wildlife food chain."	• Hedgehogs are mentioned in the rules regarding bonfires as well as this Appendix. As are, wild birds reptiles and amphibians. We will happily add a section requesting plot holders to consider the use of organic pellets and alternative ways to ward off slugs. We do not feel that we can do more than encourage this however, because it would be a very difficult rule to enforce.
	• "Para 4 There is no reference in the draft TA to imposing an upper limit on the numbers of chickens/rabbits and hives to be kept on each plot which is also determined by the size of your plot (no site plan). This para seems to imply there is no upper limit on the number of hens, chickens and hives that a plot holder can have.	• The Rules require a plot holder to seek written permission to install hen houses, hutches etc. As part of that process we will discuss with each individual, any restriction on the number of animals to be kept etc. This will be determined on a case by case basis.

	• "There does not appear to be any provisions for the annual vaccination of caged rabbits evidence of which should be presented to the CIC on an annual basis. The NAS endorse the RSPCA's recommendations that rabbits need to be vaccinated annually to prevent the visiting wild rabbits (who will be attracted to the allotment site by domestic rabbits) from infecting the caged rabbits with myxomatosis and the VHD virus. Without stating the obvious, wild rabbits will eat the vegetables growing on the site; attract foxes; rats and badgers etc. And whilst I accept the argument that it is a plot holders' statutory right under the 1950 Act to keep rabbits and chickens (not bees) – many allotment sites throughout the country have chosen to ignore this (and that included RDC) and instead, let common sense prevail. The Draft TA is all well and good but of course some of the provisions,	• Thank you for these comments. We will add something to the rules to make it clear that those keeping rabbits will need to have them vaccinated in accordance with RSPCA guidelines and provide proof of this as required. For a significant number of years rye allotment holders campaigned for the allotments to be recognised as statutory allotments. We believe that running them as statutory allotments adds weight to that argument. When one considers that we have allowed the keeping of hens on the allotments for the past 3+ years and, at present, less than 2% of plot holders keep hens; we would anticipate that the wish to keep rabbits on plots is likely to be even lower. We have never received a single enquiry, thus far, regarding the keeping of rabbits.

	especially in relation to livestock, will need to be monitored and enforced by the officers of CIC and this will be a time consuming exercise.”	