Bolton Council

Allotment Guide

2026 Edition

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1. Introduction

Bolton Council recognises the important role allotments play in improving health, wellbeing, and the environment. Allotments provide space for residents to grow their own food, develop friendships, support biodiversity, and enjoy outdoor activity.

This guide sets out how allotments in Bolton are managed, the responsibilities of tenants and site associations / societies, and the Council's expectations for good practice. It should be read alongside the Allotment Tenancy Agreement, Allotment Management Agreement, and Allotments Privacy Notice (Allotments privacy notice).

The Council is modernising the allotment service and moving towards digital administration and paperless system, meaning that wherever possible applications, correspondence, and documentation will be handled online or by email rather than by post.

2. The Council's Role

The Council:

- Oversees all allotment sites and tenancy records.
- Maintains infrastructure such as fences, gates, and access roads where agreed.
- Issues and enforces tenancy agreements.
- Supports Associations and/or societies through management agreements and the Allotments Privacy Notice.
- Promotes biodiversity and sustainability across the allotment network.

3. How to Apply for an Allotment

Applicants must be at least 18 years old and permanently reside within Bolton Borough.

Applications should be submitted online via Bolton Council's website - https://www.bolton.gov.uk/libraries-leisure/allotments

Applicants may apply to join only one waiting list at a time.

4. Waiting List Process

Applications are recorded in the Council's allotment database.

Positions on the waiting list are determined by application date.

Site Secretaries and Associations / societies work with the Council to ensure waiting lists are fair and accurate.

Switching waiting lists resets the applicant's position according to the new application date.

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Applicants are encouraged to choose a site within 3 miles of home.

We will not give updates on your position in the allotments waiting list, you will be contacted when a position becomes available.

5. Allocation of Plots, Plot Moves, and Probation Period

When plots become available, the Council or Association / society contacts the next applicant on the waiting list and offers a site visit.

Applicants must accept or decline an offer in writing within 7 working days. Non-response results in withdrawal of the offer which will be notified to applicants by email only.

Refusal of two offers will result in an applicant's removal from the waiting list. Applicants will then need to reapply for a new position on the waiting list.

Only the Council has authority to approve a tenant moving from one plot to another.

On sites which operate with a self-managed society or association, approval from the Council is still required before any plot move can take place. Societies or associations do not have the authority to approve or facilitate plot moves.

Any plot move carried out without the Council's written agreement, whether initiated by a tenant or any society or association in place, may be treated as a breach of the tenancy agreement.

All new tenancies will be subject to a probationary period of 12 months. The probationary period will begin on the date the Council confirms acceptance of the signed tenancy agreement to the tenant. It is only once the tenant has received this confirmation from the Council that the tenant will be authorised to enter and begin using the plot.

There is no discounted rate for new tenants at any stage, full rent is payable from the commencement of a tenancy agreement, including during the probationary period.

If, during the 12-month probationary period, the tenant fails to adhere to this Allotment Guide or any of the terms of their tenancy agreement, the Council will automatically move to BOT3 (Stage 3) of the Enforcement Process outlined below, and may proceed to terminate the tenancy agreement.

The following may be reasons why a prospective tenant does not successfully complete the probationary period:

- Failure to tidy the plot or prepare the plot for cultivation, including failing to strim down grass and tall weeds in the no-cropped areas.
- Carrying out any act or thing which is prohibited by or does not adhere to this Allotment Guide.

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At any time during the probationary period, or where a tenant is unsuccessful in completing the probationary period, the Council will write to the prospective tenant setting out the reasons why they have been unsuccessful and confirming that the tenancy agreement will not be continuing. There is no right to appeal the Council's decision, and the tenancy agreement will be terminated in accordance with the terms of the tenancy agreement.

6. Tenancy Agreement and Rent

Tenancies are formal legal agreements under the Allotments Acts 1908–1950. Every tenant is required to sign a tenancy agreement agreeing to the rules of the allotments in order to become a tenant.

Before signing a tenancy agreement, applicants should read this guide, understand the time commitment, and be prepared to maintain their plot responsibly.

When a tenancy agreement is issued, the tenant must sign and return the tenancy agreement to the Council at Allotments Administration, Wellington House, Wellington Street, Bolton, BL3 5DX within 7 working days of receiving the tenancy agreement. Failure to sign the tenancy agreement within this period will result in withdrawal of the tenancy agreement and removal from the waiting list.

New tenants will not be permitted access to the site or plot or to carry out any work to the plot until the Council has received the signed tenancy agreement from the tenant and has formally contacted the tenant to acknowledge its acceptance. Access to the plot will only be authorised once the Council is satisfied that all documentation has been properly completed and returned to the Council.

Allotment rent and fees are charged annually in advance. The Council usually invoice in October each year for payment due within 30 days of the date of the invoice each year, payable in advance.

New tenants will be invoiced within 21 days of taking on a plot.

Rent and any other fees or charges are reviewed annually and may change annually.

Details for how to pay allotment rent will be noted on the invoice issued to tenants.

All tenants must pay their allotment invoice within 30 days of the date of the invoice being issued. Non-payment after 40 days may result in termination of the tenancy.

New tenants should be aware that, depending on the time of year a plot is taken on, it may be necessary to pay two sets of rent / fees within a twelve-month period. This applies even where a plot is taken on later in the allotment season.

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Tenants may not sublet, assign, or part with possession of the whole or any part of their allotment plot without the prior written consent of the Council, including any shed, locker, or greenhouse on their plot.

Tenants will not assign or transfer their tenancy agreement to anyone else without the prior written agreement of the Council.

7. Insurance

The Council's insurance cover extends to:

- Communal infrastructure (e.g. site boundary fencing, gates, water supply systems, communal sheds, and paths).
- Public liability for Council led activities and Council approved volunteer works.

It does *not* extend to individual plot structures or a tenant's personal property (e.g. sheds, greenhouses, polytunnels, tools, crops).

For tenants, it is advisable for them to arrange their own insurance for:

- Their personal property and any structures erected on their plot.
- Their own public liability (covering injury to third parties or damage to third-party property caused through their use of the plot).

Associations / societies must ensure public liability insurance is in place for their activities as per the terms of their Management Agreement.

Tenants and members of the Associations / societies are responsible for ensuring their activities on site do not endanger others.

The Council does not accept liability for loss, damage, or injury caused by a tenant's or an Association / societies' negligence.

8. Access & Keys

The Council controls access to all allotment sites.

Access to an allotment site may be by key or keylock entry code depending on the site. Where a site is accessed by a keylock entry code, the access code may be changed by the Council annually or whenever required for security reasons. Tenants will be notified of the new entry code when one is changed.

Keys to the allotment site are issued to tenants within 7 working days after tenancy agreements are signed and deposits paid (if required).

Tenants must return keys to the Council by appointment when vacating plots. Vacating tenants must contact allotments@bolton.gov.uk to arrange for the keys to be handed

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over. Keys must be returned to the Council within 7 working days of the tenant vacating the plot.

Tenants must not give their key to anyone else and must not allow anyone else to visit the plot without the tenant being present.

9. Cultivation Standards and Tenant Responsibilities

Tenants must cultivate at least 75% of their plot with crops such as fruit, vegetables, herbs, flowers or any other approved plants.

Plots must be kept free from weeds, brambles, debris, invasive, noxious or self-seeding plants or vegetation.

Tenants must prevent weeds, pests, and diseases from spreading to other plots.

Tenants must maintain boundaries and paths adjoining their plot up to half of the width surrounding their plot.

Further details of the tenant's responsibilities are set out in their tenancy agreement with the Council.

Tenants remain responsible for conduct of helpers, family, or visitors at the allotment site.

Tenants are expected to behave respectfully towards other tenants, site stewards, volunteers, members of the Association / society and Council officials at all times.

10. Succession of Tenancy Agreements and Joint Tenancies

Upon the death of a tenant, a tenancy agreement may pass to a qualifying relative of the late tenant, subject to:

- The Council's prior written approval;
- The relative providing the Council with satisfactory evidence of their relationship to the deceased tenant; and
- The relative residing within the borough of Bolton.

Succession of a tenancy agreement is not automatic and will be considered on a case-by-case basis.

Further details of the succession of tenancy agreements are set out in the tenancy agreement.

The Council will allow joint tenancies for new tenants at the point a new tenancy agreement is created. Any request for a joint tenancy must be agreed at the start of the tenancy, and both tenants must sign the tenancy agreement confirming that they are joint tenants of the plot.

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Where an existing tenant wishes to add a joint tenant to their current tenancy agreement, the proposed joint tenant must first apply and join the Council's waiting list. They will only be considered for a joint tenancy once they reach the top of the waiting list and are formally offered the opportunity by the Council.

No joint tenancy will be recognised unless confirmed in writing by the Council.

11. Use of Allotments and Restrictions

Allotments must only be used as allotments for personal cultivation, not business or commercial purposes without prior written consent of the Council.

No advertising or signage is permitted without the Council's prior written consent.

No carpets, asbestos, underlays, holes or drainage excavations are permitted other than those for the normal practice of cultivation.

No hazardous, toxic or contaminated waste or items are permitted to be used at or brought onto the allotments.

No flammable substances are permitted except small amounts which are stored safely with clear signage marking them as highly flammable.

Burning shall be regarded as a last resort, with composting being the preferred method of disposing organic waste. Only dry, natural vegetation arising from the cultivation of the allotment plots may be burned. Burning must not cause nuisance, danger, or inconvenience to other plot holders, neighbouring properties or wildlife. All burning must be carried out in a suitable galvanised metal incinerator / bin. Open fires on the ground are strictly prohibited.

The burning of household waste, plastics, rubber, treated timber, construction materials, or any other prohibited waste is strictly prohibited. A suitable means of extinguishing the fire, including water supply, sand, or other firefighting equipment must be readily available and fires must be supervised at all times and fully extinguished before leaving the allotment site.

Further details of the use and restrictions for allotments are set out in the tenancy agreement.

12. Structures

Permitted structures include tool sheds, compost bins, and fencing.

All structures on standard allotment plots (not designated Stock Plots) should be compliant with and are subject to limits on sizes, the maximum sizes permitted being:-

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Structure	Maximum Size
Sheds	80 Square Feet e.g. 8ft (2.43m) x 10ft (3.05m)
Greenhouses	240 Square Feet e.g. 12ft (3.66m) x 20ft (6.10m)
Cold Frames	40 Square Feet e.g. 4 ft (1.22m) x 10 ft (3.05m)
Poultry Houses & Runs	120 Square Feet e.g. 8 ft (2.43m) x 15 ft (4.57m)
Boundary Fencing to cultivation plot (height)	4 feet (1.22m)
Boundary Fencing to stock plot (height)	6 feet 6 inches (2.0m)

Additionally, all structures on standard allotment plots should be compliant with regards to the following construction and materials:

- All sheds, greenhouses, polytunnels, and other structures must be purpose-built or constructed to an appropriate standard using safe, durable, and weather-resistant materials.
- Sheds may be constructed from treated timber, coated or galvanised metal, manufactured plastic, or composite materials. Timber structures must be treated and maintained with a suitable preservative and, where required by the Council, finished in an approved neutral colour.
- Greenhouses must be constructed using a timber or metal frame and glazed with safety glass or rigid polycarbonate panels. Broken, unsuitable, or makeshift glazing must not be used.
- Polytunnels must comprise a purpose-made, suitably secured frame, covered with horticultural-grade polythene. Covers must be kept properly tensioned, secure, and in good condition.
- Asbestos, hazardous materials, broken glass, sharp or rusted metal, untreated indoor-grade timber products, domestic furniture, doors, mattresses, white goods, advertising boards, tarpaulins used as permanent cladding, or other unsuitable or makeshift materials are strictly prohibited.
- All structures must be maintained in a safe, secure, tidy, and serviceable condition. The Council may require the repair, alteration, or removal of any structure that is unsafe, unsuitable, poorly maintained, or constructed from prohibited materials.

All structures must be positioned a minimum of 2 feet from boundary paths and fences for safety reasons and to allow for maintenance. Doors on structures must not open onto boundary paths.

All structures must be made from safe, non-reflective materials, painted in natural tones, and removable at the end of tenancy.

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No concrete foundations are allowed. Unauthorised or unsafe structures must be removed within 28 days of notice from the Council.

All structures combined on an allotment plot must not exceed 25% of the plot's footprint. At least 75% of the allotment plot must remain available for cultivation, free of structures.

13. Livestock, Bees and Animals

The keeping of animals, poultry, and bees on allotments is strictly controlled by Bolton Council. This guide sets out when animals, poultry, or bees are permitted with the Council's consent.

Tenants wishing to keep animals, poultry, and bees at the allotment must submit a formal Allotment Beehive Registration Form or Allotment Livestock Registration Form to the Council to obtain its consent before any such animals are brought onto the allotment site.

Applications are assessed on a case-by-case basis and will take the following into account:

- The suitability and condition of the proposed housing or hives.
- The type of plot, location of the plot, and its proximity to neighbouring plots, public areas, or residential properties.
- The tenant's ability to demonstrate appropriate standards of care, management and animal welfare.
- Poultry Registration (Disease Control) where the tenant intends to keep poultry or birds, the tenant will be required to register the birds with the Animal and Plant Health Agency Poultry Register. The tenant will be required to provide their registration number and the number of birds registered to the Council.
- Approval from the Bolton Council Environmental Health team.
- Any relevant qualifications, training, experience, or membership of recognised organisations where appropriate.

All animals, poultry, and bees must be properly managed, not cause nuisance, disturbance, health risks, or inconvenience to neighbouring plot tenants, residents or visitors to the allotments, and where relevant any kept at allotments with the Council's consent, all relevant animal welfare, public health, and disease control legislation must be complied with.

Tenants must ensure that all animals, poultry, and bees kept on allotment plots are:

- Provided with adequate food, water, shelter, and appropriate housing.
- Kept in clean, safe, and secure conditions.
- Managed in a way that prevents nuisance, odour, vermin, or disturbance.
- Kept in accordance with the Animal Welfare Act 2006.

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For the avoidance of doubt, tenants must not keep or introduce any animals onto a plot without the prior written consent from Bolton Council.

As a general rule, the only animals permitted on sites are poultry and bees, further details of which are set out below.

On a small number of sites, and only where specific provisions apply, other animals may be permitted on designated “stock plots”. However, this will only apply to very few sites across Bolton and will only be allowed with explicit prior written consent from Bolton Council. Each request will be considered on an individual basis and in line with site suitability, welfare standards, and any other relevant legislation, regulations, or guidance.

Under no circumstances should a tenant assume that animals are permitted or introduce any animal to a plot without prior written consent from Bolton Council. Doing so may be treated as a breach of tenancy agreement.

Keeping poultry requires written consent from Bolton Council. Only hens, pigeons and other acceptable birds, are permitted; ducks, cockerels and geese are strictly prohibited.

Where permission is granted to keep hens, they must be kept in appropriate numbers and housed in suitable accommodation which complies with this guide and all relevant animal welfare legislation and guidance.

A maximum of 6–8 hens per standard plot is permitted with the Council’s consent. Coops must provide 1m² of floor space per bird.

The housing for hens must be secure, well maintained, and regularly cleaned so as not to create nuisance, odour, or attract vermin.

Feed must be securely stored, and all animals must be cared for in accordance with the Animal Welfare Act 2006 and DEFRA guidance.

Where poultry are kept at allotments, tenants are required to implement enhanced biosecurity measures to help prevent the spread of disease and ensure responsible animal management at the allotment sites, including:

- Regularly cleaning and disinfecting poultry housing, equipment, and footwear.
- Using a shallow footbath or disinfectant mat when entering or leaving the area where the poultry are kept.
- Any disinfectant used must be DEFRA approved and suitable for use with poultry.
- Tenants keeping poultry should ideally change clothing before leaving the area where the poultry are kept to reduce the risk of disease transmission.
- All poultry housing must be secure and vermin-proof.

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Council consent may be withdrawn if welfare standards are not maintained or nuisance is caused.

Beekeeping is encouraged for its environmental benefits but must be carried out safely and responsibly.

Written consent must be obtained from the Council before introducing any bees to a plot.

Tenants wishing to keep bees must:

- Demonstrate suitable qualifications, recognised training, or sufficient practical experience in beekeeping.
- Be members of a recognised beekeeping association.
- Hold valid public liability insurance with a minimum cover of £10 million, in respect of bee keeping activities and provide the Council with a copy of the insurance certificate prior to placing any hives or bees on the site, and upon each annual renewal of the insurance. The insurance must be maintained continuously for the entire period in which hives are kept on the allotment.
- Ensure that all hives are registered with the National Bee Unit where required.

Copies of both training certification and insurance must be provided to Bolton Council in advance when requesting consent to keep bees on the allotment.

Hives must be positioned away from paths, appropriately screened, and provided with a dedicated water source.

Any incidents or swarming must be reported to the Council immediately. Where necessary, the Council may take appropriate action to protect the safety of tenants, visitors, and members of the public.

A maximum of two hives is permitted per plot unless otherwise authorised by the Council.

Clear signage indicating that bees are kept on the plot must be displayed in a visible location at all times.

Where the Council gives its written consent to an animal registration application in accordance with this guide, all animals, poultry, or bees as the case may be will be placed on a register with the Council and kept strictly in accordance with the conditions set out in the Council's consent and this guide, and in line with the Animal Welfare Act 2006.

The Council reserves the right to determine the types and numbers of animals, poultry, and bees permitted at any allotments and may restrict the keeping of any such animals to specific plots or areas of an allotment site.

The Council may withdraw its consent to keep any animals, poultry, or bees at any time where concerns arise relating to nuisance, animal welfare, public health, safety, disease

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control, or where the tenant fails to comply with this guide. Where the Council's consent is withdrawn, the tenant will be notified, and the tenant must, following receipt of such notification, remove all animals, poultry, or bees from the site within the timescale specified by the Council.

A new application must be submitted to the Council for approval where there are changes to, or additions to, the original consent given by the Council. The Council reserves the right to refuse any request for consent and the right to amend any conditions for keeping any animals, poultry, or bees where necessary.

Where consent has been granted by the Council to keep animals, poultry, or bees, authorised Council officers will carry out inspections of the plot and animals' accommodation at reasonable times without prior notice to ensure compliance with this guide and any relevant legislation, regulations, and guidance.

If tenants are found to be keeping animals which are not declared on their approved Allotment Beehive Registration Form or Allotment Livestock Registration Form, or keeping more animals than have been authorised by the Council, this will constitute a breach of the tenant's tenancy agreement and relevant action may be taken by the Council to terminate the tenancy.

Any housing or structures erected on an allotment plot for any approved livestock, bees, or animals, must not exceed 25% of the plot's footprint. At least 75% of the allotment plot must remain available for cultivation, free of any such structures and/or housing.

14. Boundaries, Hedges and Maintenance

Tenants are responsible for maintaining hedges, boundaries and adjacent paths.

Hedges must be trimmed and not exceed 2 metres in height.

A minimum of 1 metre clearance must be left behind plots and any adjoining boundary fence to allow for maintenance access.

Trees, hedges, and shrubs may not be cut, pruned, or removed without the prior written consent of the Council.

Further details in relation to boundary and hedge maintenance are set out in the tenancy agreement.

15. Sustainability and Biodiversity

Bolton Council encourages environmentally responsible practices including composting, water harvesting, peat-free growing, pollinator-friendly planting.

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The Council encourages use of peat-free composts, Wildlife-friendly planting, and prohibition of pesticides harmful to pollinators. The Council supports sustainable practice, in line with current DEFRA & RHS guidance.

Tenants are encouraged to collect rainwater and use water responsibly, particularly during drought conditions or hosepipe bans.

16. Behaviour, Nuisance and Safety

Tenants must not cause nuisance, obstruction, or damage to others' plots or site infrastructure.

Children under 16 must be supervised by an adult at all times.

Dogs must be kept on leads and under control at all times.

Alcohol is not permitted at the sites without prior written consent from the Council.

Weapons are not permitted on the site.

Anti-social behaviour, abuse, harassment, discrimination, intimidation, theft or damage to any property or the site will not be tolerated and may result in immediate termination of tenancy agreements.

Council officers, association or society members, and fellow tenants must be treated with dignity and respect at all times.

Safety is a shared responsibility between the Council, Associations / societies, and tenants.

All hazards must be reported to the Council immediately.

17. Temporary Cover for Illness or Personal Circumstances

Tenants who are unable to maintain plots due to illness, injury, or other personal circumstances may appoint a temporary helper for up to 6 months. The tenant shall notify the Council in advance in writing of their intention to appoint a temporary helper and, if possible to do so, give an indication of how long they expect the temporary helper to maintain the plot for.

The Council will allow a reasonable time for such circumstances in which a temporary helper maintains the plot, however, the Council reserves the right to take action to terminate a tenancy agreement should the allotment plot not be kept properly cultivated or become seriously overgrown for an extended period of time.

The temporary helper must keep the plot tidy and properly cultivated. The helper will not gain any tenancy rights to the plot.

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All plots are let by the Council only and tenants cannot give, bequeath, or sub-let their allotment to anyone else, including family members, save as is permitted by the tenancy agreements.

The tenant shall notify the Council in writing once the temporary helper is no longer required and the tenant resumes maintenance of their plot.

Only one period of temporary cover for illness or incapacity is permitted in a two-year period and must be agreed in advance by the Council.

This arrangement is intended to be short-term and does not grant any tenancy rights or future entitlement to the plot by the individual providing the assistance.

Any ongoing, regular, or unauthorised third-party involvement may be treated as a breach of tenancy agreement.

18. Inspections and Improvement Notices

The Council will regularly inspect allotment sites to ensure there is compliance with the rules and tenancy agreements. The Council is not required to give any notice for visiting sites for inspection purposes.

Associations / societies (where there is one at the site) will carry out monthly inspections (between March and September in each year) and will carry out an annual risk assessment in accordance with their Management Agreement with the Council.

Plots which do not meet the Council's standards will receive an Improvement Notice requiring action within 28 working days.

Persistent breaches or unresolved issues following Improvement Notices may lead to formal warnings ('yellow' and 'red cards') and eventual termination of tenancy agreements.

19. Financial

Associations / societies may use proceeds from any permitted fairs or shows in which produce grown at the site is sold for projects related to the use of the site, improvements, or ongoing site maintenance by the Association / society.

Any funds generated by the Association / society through fundraising activities, donations, or events, must be held in a dedicated bank account in the Association's / society's name, and financial records must be kept in accordance with the requirements of the management agreement with the Council.

Outgoing tenants leaving plots in poor condition may be charged for remedial work required to put the plots into a tenantable condition. The Council will issue an invoice for

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any required remedial work and the outgoing tenant must pay this within 21 days of the invoice being issued.

20. Site Secretaries and Allotment Associations

Some sites are managed in partnership with Allotment Associations or societies under a Management Agreement with the Council. Associations / societies represent tenants collectively, support new tenants, maintain waiting lists, and assist in day-to-day site management.

Site Secretaries are voluntary roles essential to site management.

The responsibilities of any Associations / societies will be set out in a Management Agreement between the Council and the Association / society.

Associations / societies shall not assign, sublet, charge, or part with possession of the whole or any part of the allotment site without the prior written consent of the Council, which includes any shed, locker, or greenhouses at the site.

Associations / societies will not assign or transfer their Management Agreement to anyone else without the prior written consent of the Council.

21. Partnership with Bolton Council

The Council supports and recognises the role of allotments in health and community life.

The Council is responsible for the maintenance of site infrastructure (roads, fences, gates, water supplies, and communal buildings) at all allotment sites.

Associations / societies are expected to safeguard health and safety on site and communicate issues as soon as reasonably practicable to Council as per the terms of their Management Agreement.

22. Complaints and Disputes

Complaints should be raised first with Associations / societies (where they exist), then referred to the Council for investigation and review at allotments@bolton.gov.uk.

The Council has final authority in any disputes and may appoint mediators if necessary.

The procedures for managing complaints and disputes are set out in the tenancy agreements and the Management Agreement with any Associations / societies.

Disputes between Association / society members or in relation to the governance or running of the Association / society must be resolved internally by the Association / society through its own complaint's procedure.

The Council's Complaints Policy can be reviewed on the Council's website.

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23. Termination of Tenancies and Agreements

Tenancy and Management Agreements will be terminated in accordance with the terms of each agreement with the Council.

At the end of their tenancy, tenants must vacate plots in good condition and remove all personal items or structures at termination.

24. Enforcement Process

The following process will be followed for enforcement of Tenancy Agreements:

Breach Of Tenancy Notices (BOT)

BOT1 – Improvement Notice (Stage 1) Issued (28 days to rectify Tenancy Breach) – issued only by allotment societies or associations:

If a tenant's plot is not being cultivated to an acceptable standard, or the tenant is in breach of their tenancy agreement, the tenant will initially be sent an Improvement Notice / Initial Warning by the relevant allotment society or association requiring them to remedy the issue within 28 days.

The tenant's plot will usually be inspected approximately 4 weeks after the advisory letter is issued. If significant improvements have been made to rectify the issue, no further action will be taken. However, if the plot becomes untidy again, or similar issues reoccur, the Council may move directly to Stage 2 without issuing an advisory letter.

Where there is no society or association operating at an allotment site, there is no Stage 1 / BOT1 intervention, and the Council will commence the enforcement process at Stage 2 / BOT2 for any malcultivation or breach of Tenancy Agreement.

BOT2 – Improvement Notice (Stage 2) (28 days to rectify Tenancy Breach):

If sufficient improvement has not been made following Stage 1 above, or there is no society or association operating at the allotment site, a formal Improvement Notice or formal written warning will be issued requiring the issue to be rectified within 28 days.

A further inspection of the plot will take place after the notice period. If the required standards have been met, then the matter will be closed. However, if the issues have not been resolved the enforcement process will progress to Stage 3.

BOT3 – Notice to Quit (Stage 3) (served 28 days by the Council):

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If the plot has not improved to the required standard at Stage 2, then the Council will issue a formal written notice to quit to terminate the tenancy agreement.

The tenant will usually be given 28 days to remove all personal belongings and materials from the plot when their tenancy is terminated.

Where a tenancy agreement is terminated under this Stage 3, no refund of the allotment rent will be issued to the tenant.

Further details of the enforcement process are set out in the Tenancy Agreement.

25. Data Protection

The Council and any Associations / societies must comply with UK General Data Protection Regulation (UK GDPR) and any subsequent amendments when handling any personal information or data.

All personal information is processed as per the Allotments Privacy Notice.

Any suspected data breach must be reported immediately to the Council.

26. CCTV

CCTV surveillance use is strictly prohibited at all allotment sites. Any unauthorised use of CCTV surveillance will not be tolerated, and the Council reserves the right to request the use of any CCTV surveillance cease immediately and to remove any equipment.

Anyone found to be using CCTV surveillance may be refused further entry to the allotment sites.

The Council reserves the right to terminate tenancy and management agreements if any tenants or members of Associations / societies are found to be using CCTV surveillance and do not cease using it immediately on request.

The Council reserves the right to request that any members of an Association / society found to be using CCTV surveillance have their membership to the Association / society terminated with immediate effect.

27. Water Restrictions and Hosepipe Bans

The use of water sprinklers is strictly prohibited at all times.

In the event that United Utilities introduces a Temporary Use Ban (hosepipe ban) or any other water use restriction, all allotment tenants, societies, and associations must

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comply with the restrictions, exemptions, and guidance issued by United Utilities that are in force at the time. Where the use of hosepipes is restricted, tenants, societies, and associations, must use alternative watering methods where necessary.

The Council reserves the right to introduce additional water management measures where required to protect an allotments water supply and ensure fair and sustainable use of water across all allotment sites.

28. Equality and Diversity

Bolton Council is committed to fairness, inclusivity, and accessibility.

All services will be delivered without discrimination, in accordance with the Equality Act 2010.

29. Contact

For all allotment enquiries, please contact:

Email: allotments@bolton.gov.uk

Web: www.bolton.gov.uk/allotments

30. Review

This guide will be reviewed annually by the Bolton Council Greenspace Service.

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