1. INTRODUCTION

Nettleham Parish Council recognises the social, environmental and health benefits that allotments provide. The Council is committed to managing the allotment site in a fair, transparent and sustainable manner for the benefit of current and future tenants.

2. BACKGROUND

Allotments are principally governed by the Small Holdings and Allotment Act 1908, Allotments Act 1922, 1925 and 1950. In addition the Council have regard to the Data Protection Act 2018 and Equality Act 2010 in the administration of the allotment site.

The definition of an Allotment Garden in the Allotment Act 1922 defines the term as 'an allotment not exceeding 40 poles (e.g. a quarter of an acre) which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family.'

3. SITE MANAGEMENT

All allotment sites are managed by Nettleham Parish Council with day to day management handled by the Facilities Manager or the Clerk in his/her absence.

Policy decisions remain with the Parish Council.

4. SCOPE OF THE POLICY

This policy applies to the new allotment site, located off Scothern Road, Nettleham, which will be managed by the Parish Council. The Council reserves the right to update the policy, as required.

5. AIMS OF THE POLICY

This policy seeks to:

- Set out the Council's principles in the management of its allotments;
- Set standards for the administration of the waiting list and allocation of the Council's allotments;
- Define both the Council's and the allotment holder's responsibilities.

6. COMPLAINTS

Any complaint relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

Any dispute between the tenant and any other allotment holder shall be referred to the Council, whose decision will be final.

7. MANAGEMENT OF THE ALLOTMENT WAITING LIST

All applicants for an allotment plot must be a minimum of 18 years of age;

Allotment holders are not permitted to hold more than one full plot. ~~or two half plots~~;

An application must be made in the name of one person, who must be the principal user of the allotment;

Only one allotment plot may be held by any household. Joint tenancies may be permitted, but only where both tenants live at the same address, for example spouses, civil partners or partners. A joint tenancy does not entitle the household to an additional plot;

The Council will maintain two allotment waiting lists – one for current residents of the parish, the other for non-residents. Applications will be added to the respective lists, in date order;

It is the responsibility of all applicants to keep the Council informed about any changes to their details;

The Council will contact those on the waiting lists, annually, to ensure their details are still correct. Failure to respond to such requests within 28 days will result in the applicant being removed from the waiting list. Any subsequent application will be added at the date the application is received;

The Council reserves the right to refuse an application or to not make an offer where there is evidence of previous plot misuse or a history of enforcement action e.g. for non-payment of rent or for non-cultivation issues.

8. TENANCY OFFER & AGREEMENT TO LET

When an allotment vacancy occurs, current residents will be given preference and an offer made to the resident at the top of the list.

Applicants must accept or decline any offer within 28 days.

Applicants may request one postponement without losing priority.

Should no reply be received within 28 days the applicant will be removed.

If an applicant refuses two offers of an allotment, their application will be moved to the bottom of the list (e.g. to the date order when the second offer was refused).

If at the time of the offer it is found that the applicant has moved out of the parish, the offer will be withdrawn. In such circumstances their application details may be added to the non-resident list whilst retaining their application date.

New allotment holders will be issued with a legally binding tenancy agreement which should be signed and returned to the Parish Office, before taking over the allotment.

The tenant is required to give notice, in writing, of any change of address within 28 days of such change.

9. DEPOSITS

Tenants are required to pay an initial one off deposit of £50 at the start of the tenancy agreement. The deposit will be returned, in full within four weeks of the tenant leaving the site, by the Council, provided the plot is left in a good condition and in accordance with the tenancy.

For clarity deposits may be used for clearance of weeds, removal of rubbish and/or structures, unpaid rent, replacement keys or repairs caused by damage.

Any keys, where issued, must be returned otherwise the replacement cost will be recharged.

Where the Council intends to withhold repayment of the deposit, notice will be given to the tenant with explanation of the reasons for this. The tenant will be given four weeks' notice to remediate the reasons or the deposit will be held in full, or in part. The tenant may submit an appeal to the Council about the reasons for retaining the deposit.

10. RENT

The annual rent is due from 1st November each year which should be paid within 28 days.

If payment has not been received the tenancy may be terminated.

Once paid, allotment rent monies are non-refundable;

The Council shall review the rent charges from time to time and at least every two years;

A new tenant's rent will be calculated pro-rata from the start of the tenancy until the end of the usual allotment year. The minimum pro-rata date is equivalent to 6 months' rent.

The Council, at their discretion, may consider offering a 'rent free' period of up to 6 months, where a tenant is offered and takes up the tenancy of a badly kept plot;

11. INSPECTION

Any member, or officer of the Council, shall be entitled to enter and inspect the allotment at any time, or the communal shed, when directed by the Council.

Routine inspections will take place quarterly as a minimum with additional inspections following complaints.

Should any issues be identified during an inspection, the tenant will be notified in writing of the actions required and the timescale for completion.

Inspect the allotment plot 6 to 8 weeks prior to the end of the tenancy for the purpose of repayment or withholding of the deposit.

12. ENFORCEMENT

In the event of enforcement needed to be taken initially informal advice will be given to the tenant.

Where the matter is not remedied following informal advice, a written warning may be issued.

Failure to comply with a written warning may result in a final written warning being issued, allowing a further 28 days for the breach to be remedied.

If after, 28 days, the requested actions have not been undertaken the tenancy will be terminated.

13. TERMINATING THE TENANCY

The Council may terminate the Tenancy by re-entry after one months' notice in writing:

- If the rent is in arrears for not less than two months, whether legally demanded or not;

- If it appears to the Council that there has been a breach of the conditions and agreements on the part of the tenant and
- provided the breach is of the conditions or rules affecting the cultivation of the allotment;
- at least 3 months have elapsed since the commencement of the tenancy;
- and one month elapsed since being notified of the fact.
- If the tenant becomes bankrupt;

The tenancy can be determined (ended) by notice:

- By the Council by giving the tenant 12 months' notice, in writing, expiring on or before the thirtieth day of October in any year;
- By re-entry by the Council at any time, giving 3 months' previous notice in writing to the tenant on account of the allotment garden being required:
- For any purpose other than the use for agriculture for which it has been appropriated under any statutory provision;
- For building, mining or other industrial purpose, or for roads or sewers necessary in connection with any of those purposes;
- By the tenant giving the Council, 12 months' notice, in writing, expiring on or before the thirtieth day of October in any year;
- The tenant shall leave the allotment in a clean and tidy state, free from weeds and all personal belongings shall be removed and the plot left level, to the satisfaction of the Council;

The tenant shall reimburse the Council for any expenses incurred by the Council, because of any breach of the tenancy agreement.

14. NOTICES

Any notice required to be given by the Council to the tenant may be served:

- on the tenant either personally; or
- by leaving it at their last known place of abode; or
- by registered letter or letter sent by recorded delivery addressed to the tenant;
- or by fixing it in some conspicuous place on the allotment garden.
- Any notice required to be given by the tenant to the Council shall be written and signed by the Tenant and delivered to the person authorised to collect the rent.

15. PASSING ON OR SUBLETTING

An allotment plot cannot be passed on or sub-let.

The tenancy will be determined (ended) in the event of allotment holder's death.

However, in such circumstances, consideration will be given for the allotment to be re-offered to their spouse/partner.

16. ALLOTMENT USE

The tenant shall use the plot as an allotment garden and for no other use.

- The allotment should be kept free from weeds, well maintained with at least 75% actively cultivated and in good condition.
- The tenant shall not store inflammable liquids or gas on the allotment site or in the store;
- Herbicides, pesticides and fertilisers must be used responsibly and in accordance with manufacturer's instructions.
- No sprinklers may be fitted for use from any tap on the site. A hosepipe may be fitted to any tap with use limited to no more 20 minutes when other plot holders are awaiting use of this facility;
- The tenant shall not use the allotment for profit or in connection with any trade or business nor erect, fix or display or permit to be erected, fixed or displayed an advertisement board.
- The Tenant shall not deposit, or allow other persons to deposit on the allotment any refuse, or place any matter in the hedges, ditches or dykes situated in the allotment field of which the allotment forms part or in adjoining land.
- Tenants must not leave any electrical equipment on charge or plugged in whilst not on site.

The tenant should not without written consent from the Council:

- Plant any trees (excluding fruit bushes);
- Take any or cut or prune timber or other trees, or take away soil;
- Fence any individual garden, or use barbed wire or similar to fence;
- The tenant shall not use the allotment garden for profit or in connection with any trade or business, shall not fix, erect or display advertising boards or advertising device;
- Water is for cultivation only and must not be used for vehicle washing, pressure washers and where hosepipe restrictions are in operation unless such restrictions specifically allow for allotment use.

17. FIRES

The lighting of bonfires or any other open fires on allotment plots is prohibited. All green waste should be composted on site where practicable or disposed of lawfully at an authorised waste facility. The burning of household waste, plastics, treated timber, rubber or any other prohibited material is strictly forbidden.

The Council reserves the right, in exceptional circumstances, to authorise the controlled burning of diseased plant material where no practical alternative exists.

18. BUILDINGS OR STRUCTURES

The tenant may:

- Provide a compost bin on their plot no greater than 1 square metre (1m x 1m x 1m)
- Erect cold frames not exceeding 1 metre in high;

The erection of any other building, shed or structure is strictly not permitted.

The tenant shall be provided a storage bay within the communal building ~~shed~~ for the storage of tools and equipment. Nothing stored should exceed the boundary of the marked area within the store.

Entrance gates, where provided must be kept closed after entering or leaving the site;

The tenant shall not make any well or pond on the allotment and water butts be secured.

No flammable liquids should be stored in the communal building.

The building must be kept secure at all times ensuring all doors and gates are closed and locked as appropriate.

Any vandalism, suspicious activity should be reported to the Parish Office as soon as is practicable.

Any gate or door codes must not be given to non-tenants under any circumstances.

19. WILDLIFE, BIODIVERSITY AND ENVIRONMENTAL MANAGEMENT

The Parish Council encourages allotment holders to manage their plots in an environmentally responsible manner, recognising the important contribution allotments make to biodiversity, wildlife and the natural environment.

Tenants are encouraged, wherever reasonably practicable, to:

- compost suitable garden waste to improve soil health and reduce waste;
- grow a variety of flowering plants that provide food for bees, butterflies and other pollinating insects;
- protect and encourage wildlife, including hedgehogs, birds and beneficial insects;
- use water responsibly and adopt water conservation measures, including the use of water butts where appropriate;
- minimise the use of pesticides, herbicides and other chemicals, using environmentally friendly alternatives wherever possible.
- The deliberate destruction or disturbance of protected wildlife, nesting birds or their habitats is prohibited and tenants must comply with all relevant wildlife and environmental legislation.
- The Council may from time to time introduce environmental initiatives or guidance designed to improve biodiversity across the allotment site, and tenants are encouraged to support these initiatives where practicable.
- Tenants are encouraged to leave small areas of their plots where appropriate to provide habitat for pollinating insects and other wildlife, provided this does not adversely affect neighbouring plots or result in the spread of weeds.

20. NUISANCE

The Tenant must not:

- cause or allow any other person to cause nuisance, annoyance, harassment to any other person;
- allow any smoke nuisance to be created;
- keep any livestock, including chickens, ducks, pigeons or bees, of any sort on the allotment;
- bring dogs onto the allotment unless it is accompanied by the owner or responsible person and is on a lead, but not tied to a fence, post or tap;
- obstruct, encroach upon any path, interfere with or damage surrounding fences, gates or shed;
- accumulate unsightly materials or stack materials within one metre of the perimeter fence;
- deposit or allow the deposit of refuse, or place matter in hedges ditches on the allotment or adjoining land;

21. HEALTH & SAFETY

Nettleham Parish Council is committed to providing and maintaining a safe allotment environment. Whilst the Council has responsibilities as the site manager, all tenants also have a responsibility to take reasonable care for their own health and safety and that of other allotment users and visitors. The principles of the Health and Safety at Work etc. Act 1974 should be observed at all times.

Tenants are responsible for carrying out activities safely and should avoid creating hazards that may affect other allotment users.

Appropriate personal protective equipment (PPE) should be worn where necessary, particularly when using machinery, powered equipment, chemicals or sharp tools.

Children remain the responsibility of the tenant and must be supervised at all times whilst on the allotment site.

Hazardous materials, fuels and chemicals must not be stored on site and when used must be handled and disposed of safely and in accordance with the manufacturer's instructions.

Any accident, defect, unsafe condition or hazard affecting communal areas, buildings, gates, fencing, paths or water supplies should be reported to the Parish Council as soon as reasonably practicable.

Tenants must ensure that tools and equipment are used safely and are not left unattended where they could present a risk to others.

22. LIABILITY

The Parish Council accepts no liability for the loss, theft or damage of any personal property, equipment, tools, crops or other items belonging to allotment tenants or their visitors.