



## **1 BACKGROUND**

- 1.1 Allotments are generally regulated under Allotment Acts dated between 1908 and 1950. 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.'

## **2 SCOPE OF THE POLICY**

- 2.1 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.

## **3 AIMS OF THE POLICY**

- 3.1 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.

## **4 COMPLAINTS**

- 4.1 Any complaint relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure;
- 4.2 Any dispute between the tenant and any other allotment holder shall be referred to the Council, whose decision will be final.

## **5 MANAGEMENT OF THE ALLOTMENT WAITING LIST**

- 5.1 All applicants for an allotment plot must be a minimum of 18 years of age;
- 5.2 Allotment holders are not permitted to hold more than one full plot or two half plots;
- 5.3 An application can only be made in the name of one person and when offered an allotment, they must be the main user. Joint tenancies are not permitted;
- 5.4 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, upon receipt of a completed application form;
- 5.5 It is the responsibility of all applicants to keep the Council informed about any changes to their details;
- 5.6 The Council will contact those on the waiting lists, from time to time, to ensure their details are still correct. Failure to respond to such requests will result in the applicant being removed from the waiting list. Any subsequent application will be added at the date the application is received;
- 5.7 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.

## **6 TENANCY OFFER & AGREEMENT TO LET**

- 6.1 When an allotment vacancy occurs, current residents will be given preference and an offer made to the resident at the top of the list;
- 6.2 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);
- 6.3 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;
- 6.4 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;
- 6.5 The tenant is required to give notice, in writing, of any change of address within twenty-eight days of such change.

## **7 DEPOSITS**

- 7.1 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. Any keys, where issued, must be returned otherwise the replacement cost will be recharged;
- 7.2 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.

## **8 RENT**

- 8.1 The annual rent is due from 1<sup>st</sup> November each year which should be paid to the Council no later than the first Saturday after the fifteenth day of November in each year;
- 8.2 The Council shall review the rent charges from time to time and at least every two years;
- 8.3 Once paid, allotment rent monies are non-refundable;
- 8.4 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.
- 8.5 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;

## **9 INSPECTION**

- 9.1 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;
  - 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.

## **10 TERMINATING THE TENANCY**

- 10.1 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; or
  - 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;
- 10.2 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;
- 10.3 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;
- 10.4 The tenant shall reimburse the Council for any expenses incurred by the Council, because of any breach of the tenancy agreement.

## **11 NOTICES**

- 11.1 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 know 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.
- 11.2 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.

## **12 PASSING ON OR SUBLETTING**

- 12.1 An allotment plot cannot be passed on or sub-let;
- 12.2 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.

## **13 ALLOTMENT USE**

- 13.1 The tenant shall use the plot as an allotment garden and for no other use;
- 13.2 The allotment should be kept free from weeds, well maintained, cultivated and in good condition.
- 13.3 The tenant shall not store inflammable liquids or gas on the allotment site or in the store;
- 13.4 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;
- 13.5 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;
- 13.6 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;

## **14 BUILDINGS OR STRUCTURES**

- 14.1 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;
  - NOT erect any other building, shed or structure on the allotment.
- 14.2 The tenant shall be provided a storage bay within the communal shed for the storage of tools and equipment. Nothing stored should exceed the boundary of the store;
- 14.3 Entrance gates, where provided must be kept closed after entering or leaving the site;
- 14.4 The tenant shall not make any well or pond on the allotment and water butts be secured.

## **15 NUISANCE**

- 15.1 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 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;
- 16.1 The Parish Council accepts no liability for the theft or damage to a plot holders personal items