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## **Allotments Policy**

Ashurst and Colbury Parish Council support the provision of an Allotment Site at Foxhills in Ashurst with 46 plots available. The Tenancy Agreement which is signed by the Tenant contains the rules and conditions of use. This policy should be read in conjunction with the signed agreement.

### **Aims and Purposes of the Policy.**

The aim of this policy document is to make clear the requirements of both the Council and the Tenant in relation to renting an allotment plot. The Council make rules in order to regulate the arrangements for letting individual plots on the Allotment site.

### **Policy Objective**

To ensure the appropriate use of the allotment plot by Tenants and to set out the responsibilities of both the Council and Tenants in relation to the provision of an allotment plot.

To ensure it is clear what standards are expected for maintaining plots and what is prohibited to take place on the allotment site.

To make clear the processes for renting of a plot, inspection, the addition of structures and termination/relinquishment.

### **Responsibilities and Procedures**

The following list sets out the responsibilities and procedures for both the Council and Allotment Tenant. This is to be taken together with the Allotment Tenancy Agreement.

#### **1. Conditions of Tenancy**

- 1.1. All new tenancies will be allocated in accordance with our waiting list procedure. A waiting list for residents and non-residents is held by the Clerk. Priority is given to Ashurst & Colbury residents. Tenancies are available to non-residents at the Council's discretion provided that they have registered to be on the non-resident waiting list and no residents have taken up the offer of a plot.
- 1.2. The tenant will be required to pay a refundable deposit equal to a year's rental in addition to the rental payment for that first year and a £50 key deposit. The refundable deposits will be returned to the tenant upon vacating of the Allotment Garden, provided that it is left in a tidy condition and the key to the site is returned.
- 1.3. The tenancy for an allotment is from 1<sup>st</sup> January to 31<sup>st</sup> December. A new Tenancy Agreement is to be signed each year at renewal.
- 1.4. New plot holders will be on an initial probation period for their first year.

- 1.5. Invoices for the annual rent will be sent out by 30th November and must be paid by 31<sup>st</sup> December. Failure to pay the invoice will result in termination of the agreement after 30 days.
- 1.6. Only 1 plot per resident household will be permitted as per 19.07.2022. Existing arrangements for additional plots prior to this date will be honoured.
- 1.7. There is no automatic transfer of plots between relatives as the Tenant is the person who has signed the tenancy agreement. If the plot is to be shared by a husband and wife/family member/friend, then both people should be named on the tenancy. Plots are non-transferable upon termination and will be offered to the next person on the waiting list as per clause 1.1.
- 1.8. The Council recognises that plots allocated may be in a neglected state. In such circumstances it is important that all weeds are kept under control and do not run to seed. The plot should be covered with a suitable weed membrane whilst the plot is gradually cultivated. It will be at the Council's discretion if a rent-free period is given depending on the condition of the plot when offered to new tenants and the time it would likely take to establish the plot.
- 1.9. The rent due for plots will be reviewed annually. Any changes will be communicated to Tenants in writing. An annual review of the Allotment Policy and associated Tenancy Agreement will be undertaken by the Open Spaces Committee and ratified at the next Full Council Meeting.
- 1.10. No commercial use of the allotments is allowed.
- 1.11. No swapping of plots will be permitted (unless this is a swap from a full plot to a half plot and will be at the Council's discretion.)

## **2. Tenant Responsibilities**

- 2.1. New plot holders will be on an initial probation period for their first year.
- 2.2. The plot will be kept tidy, in good condition and properly cultivated.
- 2.3. Tenants must keep paths between plots clear from weeds and regularly cut them. They must be kept clear of obstruction and available for access at all times by neighbouring tenants.
- 2.4. All bushes and other boundaries on the Tenants Allotment plot should be maintained and not be a nuisance to neighbouring plots. In relation to the boundaries of the site, where adjacent to a plot, it is the Tenant's responsibility to maintain these. Any repair work on the boundaries not adjacent to plots will be maintained by the Council.
- 2.5. There is no implied right to go onto other allotment plots, except with the permission of that Tenant.
- 2.6. The entrance gates will be closed and locked when entering or leaving the Allotment site by the Tenant.

- 2.7. The entering of the Allotment site by vehicles is at the driver's or owner's risk. The Parish Council does not take responsibility for any damage caused to vehicles and drivers may be liable for any damage they cause within the Allotment site.
- 2.8. Vehicle parking is permitted in designated areas only and is not allowed for school drop offs, long periods or overnight.
- 2.9. There is no communal rubbish pile at the Allotments. Tenants will compost their allotment waste or take it home for disposal.

### **3. Council Responsibilities**

- 3.1. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
- 3.2. The Council will pay for Grounds Maintenance of the communal areas and arrange to have the boundary hedge cut annually.
- 3.3. The Council will provide and maintain a water supply at designated points in the allotments for watering cans only. This is available between April and October. Handheld hosepipes, sprinklers, ponds and other irrigation systems are not permitted.
- 3.4. The Council will arrange with outside agencies; contractors and Community Payback Scheme to periodically help with hedge and ditch clearance works on the site.
- 3.5. The Council will provide a toilet on site but the Council assumes no responsibility for the use and cleanliness of this. In using the toilet, Tenants are expected to maintain a degree of cleanliness and functionality in keeping with mutual respect and expectation of how the facility should be found for use by other Tenants.
- 3.6. The Council will communicate to Tenants where possible by email and where this is not possible, by letter.
- 3.7. There is no insurance for stolen or lost items at the allotments. Any personal equipment left on site is the responsibility of the Tenant to replace.

### **4. Structures & Netting**

- 4.1. The Tenant will be permitted to erect a suitable and appropriate structure such as a shed, greenhouse or polytunnel not exceeding the approximate size of 7' x 5. Any structure that is present on the allotment when a tenancy begins will become the responsibility of the tenant. New tenants should therefore ensure that they are prepared to assume this responsibility before accepting the plot.
- 4.2. Any shed, greenhouse or polytunnel which the Council allows on the Allotment must be maintained in a good state of repair and condition to the satisfaction of the Council. If the Council is not satisfied with the state of repair, it may order the Tenant to remove the structure.

- 4.3. Greenhouses should be erected at the centre or rear of the plot particularly if of glass construction and should be no larger than 7' x 5'.
- 4.4. No permanent buildings, walls or other structures may be put on the Allotment by Tenants.
- 4.5. Netting for fruit cages must be black and secured to ensure that wildlife and birds are not trapped in it.

## **5. Storage of Materials**

- 5.1. No toxic or hazardous materials or contaminated waste should be stored or brought onto the site. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Allotment is prohibited. All such materials must be stored in a safe manner and must not be allowed to become a hazard or nuisance to others.

## **6. Weed Killing**

- 6.1. Weed killing on site is allowed provided that the weather conditions are suitable and precautions are taken to ensure that they are not spread onto neighbouring plots. Agricultural grade chemicals requiring a licence should not be used on any of the plots by Tenants., Only retail products intended for use in gardens should be used and a low chemical approach is encouraged. The current regulations relating to the use of chemicals and harmful substances must be observed (<https://www.hse.gov.uk/coshh>).
- 6.2. Only weed suppressing material should be used to cover plots.

## **7. Vermin & Pest Control**

- 7.1. The Council will arrange for vermin control on the Allotments using bait boxes. Tenants should ensure that no part of their plot could be an enticement to vermin.
- 7.2. The use of air rifles, air pistols or any other form of weaponry is prohibited at all times on the allotment site.
- 7.3. Tenants are responsible for removal of wasp nests on their plot. The Council may look into removing any wasp nests on communal land.

## **8. Livestock**

- 8.1. No livestock or poultry of any kind shall be kept upon the Allotment Garden.

## **9. Dogs**

- 9.1. Dogs may be brought into and kept in the area of the Allotment Garden by the tenant provided that they are tethered on a lead at all times. Under the Dogs (Fouling of Land) Act 1996, owners must clear up after their pets. Dogs must be supervised to ensure that they only urinate on grass paths away from allotment crops. and any waste is collected and disposed of in the correct manner.

## **10. Children & Young People**

- 10.1. Children and young people, whether individually or in family groups, whilst visiting the allotment site must be fully supervised in the interest of their own safety and the safety of others. Under no circumstances should children be allowed to wander around the site unsupervised.

## **11. Bonfires**

- 11.1. Bonfires on site are only permitted between 1<sup>st</sup> October and 30<sup>th</sup> April for allotment waste only and should be used in a safe and considerate manner and not cause a nuisance to neighbouring plot holders or nearby residents. Waste brought into the site from home is not permitted to be burnt on site.

## **12. Vandalism, Theft & Intruders**

- 12.1. Vandalism or theft on the allotments should be reported to the Police using 101 (or 999 if the offenders are still on site). Please also inform the Clerk by phone or email.

## **13. Inspections, Notices, Enforcement & Disputes**

- 13.1. Any Member or Officer of the Council is entitled at any time to enter the Allotments for the purpose of managing or inspection. Inspections are carried out with a formal checklist by Councillors from the Open Spaces Committee.
- 13.2. If a plot is found not to be actively cultivated at an inspection, a warning letter will be sent to the Tenant giving one month's grace to recommence cultivation. Should a subsequent visit after one month reveal that there is still no active cultivation (and no contact has been made with the Council in regard to extenuating circumstances,) then the Council will terminate the tenancy forthwith with no refund of fees paid.
- 13.3. Disputes between Tenants about the implementation of the conditions of use and related matters should be referred to the Council for resolution. The decision of the Council is final.
- 13.4. Any issues of concern should be reported to the Clerk where an appropriate decision will be made. In all cases, the decision of the Council is final.

## **14. Termination of Tenancy**

- 14.1. When formal notice is to be given by the Tenant regarding giving up tenancy of a plot, this can be done by giving one month's notice in writing to the Council. Any deposit paid by the tenant shall be returned within 28 days of the tenancy end date provided, the plot is returned in a neat and tidy condition.
- 14.2. Plots will not be transferrable upon termination of tenancy and vacant plots will be offered to the next person on the waiting list as per clause 1.1.
- 14.3. If a situation arises whereby a Tenant is unable to continue to administer their plot due to ill health or bereavement, the Council requests that it is contacted as soon as

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possible, either by the Tenant or by the Tenant's representative, to discuss suitable arrangements.

- 14.4. The Council reserves the right to immediate termination if a Tenant should contravene any of the other Terms and Conditions. The Parish Council will issue a warning, in writing, to request immediate action to correct the situation. Should the contravention remain unresolved within one month, the Council reserves the right to terminate the tenancy with immediate effect. Any deposit or balance of rental will be forfeited.
- 14.5. In all cases, the plot must be returned to the Council free of waste and personal items. Sheds and structures may be retained on the plot with written permission from the Council. Any incurred maintenance or removal costs will be invoiced to the Tenant.