



Stanton under Bardon Parish Council

DOCUMENT CONTROL

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ALLOTMENT POLICY

1. Introduction

- 1.1. This policy applies to two allotment sites located off St John Cole Crescent and Main Street, Stanton under Bardon that is owned and managed by Stanton under Bardon Parish Council.

2. Management of Allotments

- 2.1. The Parish Clerk is responsible for the day to day management, administrating invoices and payments and the letting of allotment plots to new tenants.
- 2.2. The Parish Council oversees the overall management of the allotment site, including enforcement of tenancy rules, setting of charges, approving maintenance and improvement work, dealing with complaints as well as the adoption of all associated policies and procedures.

3. Management of Waiting Lists

- 3.1. Any new applications for an allotment plot must be made via the application form available on the Council's website. The form must be signed and delivered to the Parish Office for the attention of the Parish Clerk. All applicants must be over the year of 18 years old. An application can only be made in the name of one person with joint tenancies not permitted. A copy of the allotment policy will be sent with every application form and the applicant must tick to state that they have read the policy in full.
- 3.2. Waiting lists are sorted on a strictly first come first served basis, with any new applicants being added to the bottom of the waiting list. Priority will always be given to

applicants who reside within the Parish of Stanton under Bardon. No priority will be given to applicants representing a group, charity or organisation.

- 3.3. When a plot becomes vacant, an offer will be made by the Parish Clerk to the applicant who is at the top of the waiting list. The Clerk will attempt to make contact two more times but if no response to the offer is received within 14 days, the applicant will be removed from the waiting list and the next person on the list will be contacted. The Clerk will periodically contact applicants on the waiting list and remove those who are no longer interested or eligible, or who do not reply.
- 3.4. Where appropriate, a vacant plot may be assessed for re-sizing into half plots to accommodate more tenants.

4. Rents and Charges

- 4.1. The cost of providing allotments will be covered by the charges levied to plot holders. Rent collected will be used by the Council to cover any ongoing management, maintenance or service charges.
- 4.2. Invoices will be due from the 1st April each year and any non-payment after 60 days will be taken as an indication of cessation of tenancy.
- 4.3. Plots taken throughout the year are offered on a pro-rata basis for the number of full months remaining to run up to end of the financial year (31st March).

5. Changing Plots

- 5.1. An existing plot holder can apply to take over a vacant plot on the same site. The plot holder would need to give up their current plot, which would need to be left in good condition. Plot holders interested in changing plots should inform the Clerk in the first instance.

6. Tenancy Agreements

- 6.1. The Clerk will normally arrange to meet the any prospective tenants on site. The Clerk will issue a Tenancy Agreement and collect any outstanding rent before offering the vacant plot to the tenant.
- 6.2. All plot holders will be required to sign the Council's tenancy agreement which includes the main terms within this policy. The Council will initiate enforcement proceedings if a plot holder fails to comply with the terms of the tenancy agreement or if a plot holder is constantly in rent arrears. Enforcement procedures are in place to deal with any infringement of the terms of the tenancy agreement.

7. Sub-letting of Plots

- 7.1. No plot holder shall not enter into an agreement, verbal or written, to sublet or reassign an allotment plot or any part of it to any party under any circumstances.

8. Access

- 8.1. Access to the allotments must only be gained by an authorised entrance, and tenants must not make any other means of entrance or exit.
- 8.2. All vehicles parked on the allotment sites must not obstruct access to any other users.

9. Cultivation of Plots

- 9.1. A minimum of 60% of the plot area must be cultivated for growing produce - namely vegetables, herbs, fruit and other edible crops or flowers. A maximum of 40% of the plot area may be put to other uses such as grassed lawn, pond, wildflowers or space for structures.
- 9.2. Under this tenancy agreement, it is not permitted to keep an allotment plot or a portion of it in an untidy, overgrown, unkempt or seemingly abandoned state. Weeds must be controlled to prevent seeds spreading to other plots and pernicious plants must be eradicated.
- 9.3. Ground cover to suppress weeds using carpet, tarpaulin or other material is strictly prohibited. Only the use of black plastic or black ground cover material is permitted.
- 9.4. Organic gardening, composting, recycling and promoting biodiversity are positively encouraged by the Council on all allotment sites.

10. Bonfires

- 10.1. Bonfires must be in a contained site and attended to at all times whilst burning. Bonfires may not be lit in very windy conditions and no nuisance to be caused to neighbours by the lighting of a bonfire.
- 10.2. No other material except allotment garden rubbish can be burnt and tenants are strictly prohibited to burn on the allotment site any kind of refuse, rubbish, debris or household waste for burning or disposal.
- 10.3. Any complaints should be referred to in the first instance to the Parish Clerk.

11. Trees and Fruit Bushes

- 11.1. Only fruit trees on a dwarf stock can be grown subject to permission of the Parish Council. If permission is granted, they must be planted away from paths, must not be allowed to overshadow other plots and must not be allowed to grow over 3 metres tall. Should any trees exceed this height, the Parish Council may remove the tree and the cost thereof charged to the plot holder.
- 11.2. Fruit bushes must be kept under control and not allowed to encroach over paths. They should not cover more than 25% of the plot.

12. Structures on Plots

- 12.1. Tenants are responsible for the maintenance of any structure on their allotment plot and must ensure that they are kept in a good state of repair. Should a structure become unsafe or unsightly, it may be removed by the Parish Council and the cost thereof charged to the allotment holder.
- 12.2. Any structure, including sheds, greenhouses or other buildings on the Allotment Garden may only be erected with the prior written permission of the Parish Council and placed in a position agreed by the Parish Council.
- 12.3. No fencing or similar structures will be allowed to be erected around individual plots without first obtaining the Council's consent.
- 12.4. The use of bricks, asbestos, sheet metal or corrugated iron as a building material for structures is strictly prohibited. Barbed wire is not allowed on any allotment plot.
- 12.5. Sheds may only be used to store tools, materials and other items which are directly related to the use of the allotment plot. The final decision as to what is appropriate lies with the Parish Council. All sheds must be made from timber, the base may be timber, mill waste or slabs and the external dimensions must not exceed 8ft long by 6ft wide and 9ft high. A greenhouse may be erected to a maximum size of 10 foot by 8 foot. Structures such as polytunnels or fruit cages will require prior permission from the Council.

13. Site Inspections

- 13.1. The allotments will be inspected at least twice a year. More frequent inspections will be made where appropriate.
- 13.2. Inspections will be carried out by the Parish Clerk or other authorised persons, with findings reported back to the Council.

14. Enforcement

- 14.1. During the tenancy, each tenant must comply with the following conditions of the tenancy agreement:
 - 14.1.1. keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - 14.1.2. not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - 14.1.3. not bring to or keep animals in the Allotment Garden without first obtaining the Council's written consent;
 - 14.1.4. Not to bring onto the allotment site of which the allotment formed part of any dog unless securely held on a leash.
 - 14.1.5. dispose of all allotment waste appropriately and responsibly;
 - 14.1.6. not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;

- 14.1.7. not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent;
 - 14.1.8. Be responsible for the ongoing maintenance of any shed, greenhouse or other building or structure on the Allotment Garden;
 - 14.1.9. not fence the Allotment Garden without first obtaining the Council's consent;
 - 14.1.10. trim and keep in decent order any hedges forming part of the Allotment Garden;
 - 14.1.11. not plant any tree apart from fruit trees without first obtaining the Council's permission and to ensure that all trees are maintained to a maximum height of 3 metres.
 - 14.1.12. be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his/her property. Tenants must take all reasonable steps to ensure that their allotment plot is a safe environment and immediately surrounding pathways;
 - 14.1.13. permit an inspection of the Allotment Garden at all reasonable times by the Council;
 - 14.1.14. not obstruct or permit the obstruction of the driveway or roads which provide a means of access to and from the Allotment Garden
15. If any tenants are found to be in breach of this clause, they will be contacted by letter in the first instance asking them to rectify the issue within 1 month. Following this, the tenant will be given a final warning with a final 14 day's notice to rectify the issue. If there is still no improvement, then Council will deem the tenant in breach of the tenancy agreement and will terminate the tenancy giving one month's notice to vacate the plot.

16. Termination of Tenancy

- 16.1. When a plot holder leaves a plot, it should be in good condition and free of any buildings, fencing or other structures not in a good, usable order.
- 16.2. The Council will clear any plots that are not left in an acceptable condition for the next tenant and will recharge the departing plot holder all associated costs. The Council will not be held responsible for any losses in produce or materials arising from this action.
- 16.3. It is the responsibility of the plot holder to inform the Council of any change of address and update any other information relevant to their tenancy, such as illness or incapacity. Any communication from the Council will be sent to the latest address provided by the tenant and will be deemed by the Council to have been delivered to the plot holder.