



ALLOTMENT POLICY & GUIDANCE

1.0 BACKGROUND

- 1.1. Thaxted Parish Council manages 36 Allotment plots. Demand for allotments is high in certain areas with waiting lists in place.
- 1.2. This Policy & Guidance has been formulated to ensure that all relevant policies and procedures relating to Parish Council Allotments are clearly set out within a single document.
- 1.3. This will form the basis of developing a Strategy for the future management of the Allotment Service.

3.0 POLICY STATEMENT

- 3.1. Thaxted Parish Council seeks to encourage and increase the use of allotment sites for the cultivation of fruit, vegetables or flowers.

4.0 DEFINITIONS

- 4.1. **Allotment Site:** A Parish Council owned site with Allotment Plots rented by individuals to grow fruit, vegetables or flowers.
- 4.2. **Allotment Plot:** A parcel of land measuring up to 150m² which is rented from the Council by an individual, group or other stakeholders for growing fruit, vegetables or flowers for personal consumption.
- 4.3. **Plot holder:** The person who legally occupies an Allotment Plot as the Tenant, under a Tenancy Agreement signed by them and the Council.
- 4.4. **Allotment Rent:** The annual rent determined by the Council for an Allotment Plot.

5.0 RELATED DOCUMENTS

5.1. Tenancy Agreement

5.2. Bonfire Guidance

6.0 LEGAL CONTEXT

6.1. The Council has a duty to provide and monitor the level of allotments locally, although there is no legal obligation to provide anything other than identifying available land for this purpose.

6.2. All Plot holders of an allotment plot must at all times observe and full comply with national and local legislation.

7.0 ROLES AND RESPONSIBILITIES

7.1. Role of the Council

The Council will:

- Promote and undertake lettings of vacant plots.
- Manage essential repairs and maintenance.
- Encourage good cultivation and horticultural practice.
- Carry out site inspections.
- Manage terminations of tenancies.
- Manage income collection and prioritise expenditure.
- Liaise appropriately with Site Representatives, and other Stakeholders.
- Deal with Plot holders' issues in a fair and transparent manner.
- Develop the delivery of the Allotment Service to ensure that running costs are covered by income received.
- Communicate useful information about Allotments electronically and via other social media.

7.2. Role of the Plot holder

The Plot holder will:

- Comply with the terms of the Tenancy Agreement and this Policy and Guidance.
- Manage the cultivation of their Allotment Plot
- Ensure the health and safety of any guests visiting their plot.
- Not to cause, or allow their visitors to cause a nuisance.
- Comply with any reasonable requests to manage/improve/maintain their plot.
- Support the site as a whole where necessary to reduce any Health and Safety risks

8.0 The Policy and Guidance

8.1. The Tenancy Agreement

8.1.1. The Plot holder must comply with all aspects of the Tenancy Agreement or risk termination of the tenancy.

8.2. Age and Residency

- 8.2.1. Thaxted Parish Council will only grant new allotment plot tenancies at the standard Allotment Rent to residents of Thaxted.
- 8.2.2. The Council will accept applications from non-Thaxted residents on a case by case basis.
- 8.2.3. Tenancies or Shared Tenancies will only be granted to applicants who are over 18 years of age.
- 8.2.4. If a Plot holder moves outside the Thaxted boundary, they may be required to pay a higher Allotment Rent if they wish to continue.

8.3. Re-sizing of Allotment plots

- 8.3.1. The Council has the right to re-size allotment plots before commencing a new Tenancy Agreement.
- 8.3.2. The purpose of this is to create additional plots to cater for demand upon popular sites to reduce waiting lists, generate additional rent and to create more manageable sized plots that are suited to modern lifestyles.
- 8.3.3. Larger than average plots will be resized to create additional Allotment Plots which may vary in size between 50m² and up to 150m² approximately. The Council will determine plot size.
- 8.3.4. The Rent for each Allotment Plot created will be charged at the prevailing Allotment Rent.

8.4. Allocation

- 8.4.1. Allotments will be offered on a "first come - first served" basis using a waiting list managed by the Clerk/Assistant Clerk. Priority of allocation will always be given to those residing in The Parish of Thaxted.
- 8.4.2. It is the Applicant's duty to ensure their contact details are kept up to date at all times.
- 8.4.3. When a plot becomes available it will be offered to the first person on the list by email or phone.
- 8.4.4. If more than one plot becomes vacant on the site then the corresponding number of people on the list, in date order of registering the request, will be offered a plot.
- 8.4.5. They will have 7 working days within which to acknowledge acceptance, or it will be assumed that they are not interested and will be withdrawn from that waiting list.
- 8.4.6. If an offer is declined for a valid reason, then the person will remain on the list and the next available plot will be offered.
- 8.4.7. If a person persistently declines, or the Council believes there is no justification for the decline, then the Council has the right to remove the person from that or any waiting lists they may be

on.

8.4.8. Person's removed from the list may re-apply however it will be the new date of application that will determine the position on the list.

8.4.9. In areas/times of high demand, the Council has the right to only allocate one plot per household.

8.4.10. The Council reserves the right not to allocate a plot and to remove an applicant from the list where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation or causing a nuisance either to the Council or other plot holders.

8.5. Shared tenancy

8.5.1. The Council can use discretion to provide a shared tenancy agreement for partners.

8.5.2. A spouse/partner may secure tenancy of a plot in the event of their spouses/partners death provided they have worked alongside them to manage the plot.

8.6. Use of land

8.6.1. The plot must be used solely as an allotment garden to grow fruits, vegetables, herbs or flowers for personal use/consumption in line with the Tenancy Agreement.

8.6.2. Any commercial business use is strictly prohibited.

8.6.3. The Council will, by prior consent, consider applications for small scale horticultural income generation on sites as part of a co-operative, collective approach, or other charitable/community group, where the proceeds will be used to improve the site, or enable an organisation to continue to remain on site for non-commercial gain.

8.7. Cultivation and use of plot

8.7.1. Plot holders must keep their plots clean and tidy and in a reasonable state of cultivation and fertility.

8.7.2. Plot holders must not use a plot or any building on it for any illegal or immoral purpose or for the consumption of intoxicating drink or gambling.

8.7.3. Sites will be inspected for cultivation and graded at regular intervals (generally during the growing season).

8.7.4. Failure to meet the standard could result in a notice to improve/quit being served.

8.8. Inspections

8.8.1. The Plot holder will permit any officer of the Council, or other appointed agent, to enter the allotment at any time to inspect its state and condition.

8.8.2. The Council has made a commitment to formally inspect allotments during the main

growing season, and on an ad hoc basis throughout the year.

8.8.3. Plot holders will be invited to submit any issues they would like to raise about particular plots to the Clerk/Assistant Clerk.

8.8.4. The Clerk/Assistant Clerk has sole responsibility for determining the inspection grade allocated for plots and issuing any warnings to improve cultivation or a Notice to Quit where the plot has not been adequately cultivated to the required standard.

8.8.5. The Clerk/Assistant Clerk has sole responsibility for issuing a Notice to Quit and retains the right to exercise discretion under certain circumstances.

8.8.6. The Clerk/Assistant Clerk will notify the Parish Council via the Open Spaces Committee, which plots will become available to re-let following legal termination.

8.9. Termination of tenancy

8.9.1. The Tenancy will terminate as per the Tenancy Agreement upon:

- Notice from the Plot holder
- Death of a Plot holder
- Notice by the Council
- Default by the Plot holder

8.9.2. Upon termination of the agreement, the Plot holder must return the plot to the Council in the condition stated within the Tenancy Agreement.

8.9.3. The Council will inspect the plot prior to termination and notify the Plot holder of any issues that need to be addressed to return the plot to a satisfactory standard. For example, removal of rubbish, cutting hedges, or removal of unauthorised structures.

8.9.4. The Council reserves the right to recover any costs from the plot holder for undertaking such works, including legal fees, upon vacation.

8.10. Livestock and Bees

8.10.1. The Council will allow certain livestock and bees to be kept on the allotments provided that it complies to all legislation and that Beekeepers have the necessary accreditation.

8.10.2. The only livestock allowed on allotments (other than bees) are chickens or rabbits as laid down in the Allotments Acts 1908 - 50. The Council has a restriction of 2 rabbits (of the same sex) and 6 chickens (female only). Beekeepers must comply with the Beekeeping Agreement and have prior consent before keeping any bees on an allotment site.

8.10.3. Hens or rabbits must not be kept in such a manner or conditions that may have a detrimental affect on their health or be a nuisance to other plot holders. They must be kept safely and securely to prevent them from being attacked by other animal e.g. foxes.

8.10.4. Plot holders must ensure that they comply with any animal/bee husbandry conditions laid down by the Council or other government agencies and do not neglect or mistreat their animals/bees.

8.10.5. The Council will take action if the Clerk/Assistant Clerk believes that any Plot holder is neglecting the animals/bees or if the animals/bees are found to cause a nuisance.

8.10.6. Plot holders must comply with the Keeping Chickens on Allotments Policy.

8.11. Pigeons

8.11.1. Plot holders are not allowed to keep pigeons on allotments sites.

8.12. Dogs

8.12.1. The plot holder must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the plot holder must be securely held on a leash and not allowed on other plot holders plots.

8.12.2. Dog owners must comply with Dog Fouling Bye-laws and pick-up and appropriately dispose of dog waste off site.

8.13. Children

8.13.1. The Council welcomes children onto allotment sites as it values the educational opportunities and health benefit such visits can bring.

8.13.2. Plot holders bringing children on site must ensure that they are supervised at all times by a responsible adult so there is no risk to their health or safety whilst on site. They must not be allowed to wonder onto other plots or harvest/eat produce without the plot holders permission.

8.14. Erection of Sheds/Greenhouses/Temporary Structures

8.14.1. The erection of pigeon lofts on Allotments is expressly forbidden by the Council.

8.14.2. A shed/greenhouse may be erected in line with the Tenancy Agreement if it is well constructed and meets any necessary safety standards (especially for glass) and:

- Prior permission has been granted from the Council following initial request along with outline details of the nature, method and extent of construction proposed.
- Any planning permission has been obtained (if required)
- The structure should not cover in excess of 30% of the plot, unless otherwise agreed by the Council and walkways and paths must not be obstructed.

8.14.3. The Plot holder will be responsible for any costs of removal or reinstatement upon vacation or termination of the lease, including the costs of any legal action that may be taken.

8.14.4. Sheds should be used solely for storing materials for use on the allotment garden and not as a place of dwelling, for sleeping in or as a workshop.

8.14.5. Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds.

8.15. Use of chemicals/sprays

8.15.1. Whilst the Council encourages all Plot holders to try and use more organic or environmentally sound methods of pest control it recognises that it is not always possible to do so.

8.15.2. Therefore, Plot holders are advised to take proper precautions when using sprays or fertilisers to avoid (or minimise) any adverse effects on the environment or on neighbouring allotment gardens. They must comply at all times with current legislation.

8.15.3. Spraying should only take place when conditions are still and calm.

8.16. Vehicles

8.16.1. designated parking is available on a site. plot holders or their visitors must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment site, apart from deliveries.

8.16.2. Tyres must not be brought onto allotment sites.

8.17. Trees, shrubs and bushes

8.17.1. The Plot holder may not, without the written advance consent of the Council plant any trees, shrubs or bushes which, when mature, will or may grow to a height of more than six feet.

8.17.2. The Council expects all fruit trees to be grafted on to appropriate dwarfing rootstock.

8.17.3. Any self sown sapling scrub trees should be removed as necessary by the Plot holder.

8.17.4. The Plot holder should contact the Clerk/Assistant Clerk if any mature trees need attention.

8.18. Hedges, fences and boundary features

8.18.1. Plot holders must not obstruct any road or path or tip rubbish, soil or manure on any road or path, nor to use barbed wire for a fence adjoining any road or path, nor encroach upon any road or path or other allotment garden

8.18.2. The Plot holder will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres, keep all drainage ditches properly cleansed and maintained and keep in good repair any existing boundary fences and gates on the allotment garden.

8.18.3. The Plot holder must not, without the written consent of the Council, remove/erect any sub- dividing fence whatsoever on any allotment garden.

8.18.4. Allotment garden plots are permanent fixed features, so plot holders must not alter or move the boundary fences on any plot(s).

8.18.5. Rubbish must not be piled against fences as this can cause them to lean and/ or rot; it impedes any maintenance.

8.18.6. Any boundary disputes should be referred to the Council to determine

8.19. Restrictions on cropping

8.19.1. Plot holders may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others as they grow.

8.19.2. No more than 30% of a plot holder's total land (by area) may be given over to fruit trees (without consent) and they must ensure that the surrounding areas are kept weed free and neatly mown.

8.20. Depositing refuse/fly tipping/disposal of rubbish

8.20.1. The Plot holder is responsible for disposing of all rubbish from their allotment garden. This includes disposing of both green waste and other non-combustible items.

8.20.2. Green Waste should be composted on site whenever possible.

8.20.3. The Plot holder must not deposit, or allow anyone else to deposit/fly tip rubbish anywhere on the allotment garden site with the exception of manure and compost (in such quantities as may be reasonably required for use in cultivation). Neither must they place, or allow to be placed, any refuse or decaying matter in hedges or ditches adjoining the land.

8.20.4. Plot holders must not add to any illegal rubbish dumped on the site.

8.20.5. The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used.

8.20.6. Kitchen waste such as cooked food, meat, cheese or similar will attract vermin. This must not be brought onto the allotment garden or put onto an allotment garden compost heap.

8.21. Bonfires/burning of rubbish

8.21.1. Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. There is a maximum fine of £20,000 for an offence.

8.21.2. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.

8.21.3. Smoke from bonfires can be annoying to neighbours, ruining their enjoyment of their garden. Again, this carries a maximum fine of £20,000 if prosecuted.

8.21.4. Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems.

8.21.5. The Council only permits bonfires in line with its bonfire guidance documentation.

8.21.6. Plastic must not be burnt.

8.21.7. Causing a nuisance by having open bonfires on an allotment could lead to the termination of a tenancy.

8.21.8. Please contact the Clerk/Assistant Clerk if you should require further advice on bonfires on allotments.

8.22. Nuisance

8.22.1. The Plot holder must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property.

8.22.2. Any allotment garden plot holder found guilty in a court of law of offences involving the allotment garden or other plot holders will be given **immediate** notice to quit.

8.22.3. The same will apply if, in the reasonable opinion of the Council, the Plot holder has, or has permitted someone to threaten, use violence and or intimidation against other allotment garden plot holders or the owners or occupiers of adjoining or neighbouring property.

8.22.4. This will apply whether this is a joint or single tenancy.

8.23. Power of eviction

8.23.1. Allotment garden sites and plots will be regularly inspected by the Council, and plot holders who fail to comply with this policy or the Tenancy Agreement will be contacted and requested to address any issues raised with them.

8.23.2. Failure to comply with any such notice may result in the Council exercising its power to give plot holders Notice to Quit and terminating the agreement.

8.23.3. Evicted Allotment Plot holders (for any reason) will not be allowed another council allotment plot within 12 months from the date of ejection (as a minimum).

8.24. Insurance

8.24.1. All sites are covered by the Council's Public Liability Insurance however this only covers claims that are deemed to fall under Council's responsibility, i.e. infrastructure, including paths and boundary fencing.

8.24.2. Plot holders are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover for those item.

8.25. Health and safety

8.25.1. The Council will seek to ensure that only safe practices are being carried out.

8.25.2. It is the Plot holder's responsibility to keep their children (under 16) under constant supervision and not leave them to roam the site or enter other plot holders' plots.

8.25.3. It is the Plot holder's responsibility to keep any chemicals/equipment secure when not in use and to use them as per manufacturers instructions.

8.26. Rent

8.26.1. The Allotment Rent is the Rental Value of an Allotment Plot.

8.26.2. The Plot holder is to pay the rent and other charges in relation to the use of the plot as per the Tenancy Agreement.

8.26.3. The Council reserves the right to increase the Allotment Rent in line with inflation, or to reflect changes in the Rental Value of land used for Allotments, or to reflect other running costs to provide Allotments.

8.26.4. The Council will advance collect rental payments for plots starting with all new lettings.

10.0 REVIEW

This Policy and Guidance will be reviewed on an annual basis (or when there is a change in legislation) by the Open Spaces committee.

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