



## ALLOTMENTS POLICY

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1. For the purposes of this policy, “the Committee” or “committee meeting” refers to the standing committee that has responsibility for allotments within its terms of reference.
2. The Council will maintain a list of names and contact details of those people who wish to apply for an allotment tenancy. The waiting list will be updated periodically by requesting that those on the list confirm within four weeks that they still wish to remain on the list. Wherever possible, this request will be sent by email. In cases where no response is received within four weeks, a reminder will be sent by post and will include a response deadline. If no contact is made by the response deadline, the applicant will be removed from the waiting list.
3. If an applicant on the waiting list refuses an offer of an allotment tenancy on three separate occasions, the applicant’s details will be removed from the waiting list unless officers consider there to be exceptional circumstances. Failure to respond to allotment offers will be treated as a refusal.
4. When letting allotments, preference will be given to residents of the Neston Town Council area. Applicants from outside the Town Council area may join the waiting list but will only be considered if there are vacant plots and there are no Neston residents on the waiting list.
5. The priority order for letting shall be:
  - 5.1. Neston residents without an allotment who are on the waiting list;
  - 5.2. existing tenants who wish to exchange their current plot for a plot on a different site;
  - 5.3. Neston residents who are holders of an allotment plot and who wish to take up a second plot;
  - 5.4. applicants who are not Neston residents without an allotment plot in Neston or elsewhere.
6. Applicants who are not Neston residents or who are ex-Neston residents who already hold a plot in Neston or elsewhere will not be considered for a second plot.

7. The Council will keep a register of the names and contact details (address, email, telephone number) for all plot holders and update this when a new tenant takes a plot.
8. There shall be one Tenancy Agreement per allotment plot. Each plot will be let separately and shall be covered by a separate Tenancy Agreement. This ensures that if the Council wishes to terminate a Tenancy Agreement to let one plot, it does not prejudice the tenant's right to continue with the other plot.
9. From the date of the Tenancy Agreement, the Tenant will be given a probation period of three months at the end of which 25% of the plot must be in cultivation. If after three months this has not been achieved, the Tenant will have forfeited the plot and the Tenancy Agreement will automatically be terminated unless there are legitimate mitigating circumstances.
10. When initially let, the Tenancy Agreement shall be between either a single named individual, or two named individuals (e.g. partners at the same address, or two friends wishing to work an allotment together). At no stage after a Tenancy Agreement comes into force can additional names be added to the Agreement.
11. When the Tenancy Agreement is in two names:
  - 11.1. all communication will be with the first named individual who shall be held wholly responsible for ensuring the Tenancy Agreement is complied with in full;
  - 11.2. if one named individual moves outside the parish, dies or wishes to give up the allotment, the Tenancy Agreement shall revert to the remaining named individual as a single-name Tenancy Agreement. If the remaining named individual is not willing to continue the Tenancy Agreement alone, it shall be terminated.
12. Upon the death of a single named tenant, the Tenancy Agreement will cease. The Council recognises that executors and bereaved relatives have many other concerns at this difficult time and it is likely to be best if the allotment is re-let as soon as practical. If any representations are received from relatives regarding existing crops, the request will be dealt with sympathetically.
13. The tenant must notify the Council of any change of address, email or telephone number. For single-name Tenancy Agreements, any tenant who moves away from the parish will be treated in the following way:
  - 13.1. if there are residents of the Parish of Neston without an allotment who are on the waiting list, the ex-resident tenant will be required to vacate their plot within three months;
  - 13.2. if there are no residents of the Parish of Neston without an allotment on the waiting list, the ex-resident tenant will be allowed to continue the tenancy if they so wish and will be treated as a non-resident from the date that they leave Neston.
14. Non-residents of the Parish of Neston who had existing Tenancy Agreements as of 1<sup>st</sup> April 2017 will for the purposes of this agreement be treated as residents.

15. Normally, Tenancy Agreements will be limited to one Agreement per household. However, where a household wishes to have a second allotment, the following rules shall apply:
  - 15.1. where a tenant has a plot (at any site), but wishes to apply for an additional plot, they will be entered on the waiting list but will have to wait until such time as there are no other Neston residents on the waiting list who want the vacant plot.
  - 15.2. Neston residents wishing for an additional plot will be given preference over non-residents on the waiting list.
16. Where a tenant already has a plot but would like to exchange it for a plot on a different site, they may apply and will take their place on the waiting list. Applicants will be allowed to keep both plots for one season.
17. All allotments will be inspected by the Council on a monthly basis to ensure that the allotment plots are being cultivated appropriately and the sites managed well. The inspection will:
  - 17.1. monitor the plots for compliance with the obligations as set out in the Maintenance of Allotments section of this policy and a photographic record will be taken of non-compliance;
  - 17.2. monitor the condition of access paths and perimeter boundaries, paying particular attention to site security, perimeter tree surgery/hedge trimming requirements, site repairs and any other necessary work.
18. Following inspection of allotment plots as detailed in paragraph 17.1, officers will decide if a plot is in an unacceptable condition and may issue a "notice to improve" letter which will detail the reason that the plot has failed to comply with the tenancy terms and the improvement required to ensure compliance. This letter, which will be sent by post, and also by email if the tenant has provided an email address, will inform the tenant that they have a period of one month from the date of the letter in which to make the required improvements. Details of any "notice to improve" letters issued will be reported to the next scheduled committee meeting along with a progress report in each case.
19. If a tenant fails to comply with the requirements of a "notice to improve" letter, officers may issue a notice to terminate the agreement if there is clear evidence of a breach of the conditions of letting as detailed in the Tenancy Agreement. Any notice to terminate an agreement will be sent by post and also by email if the tenant has provided an email address. The notice will give the tenant a period of one month to remove the crops growing on their plot along with any fruit trees or bushes planted by them on their plot. Details of any termination of agreement notices issued will be reported to the next scheduled committee meeting.
20. Following site inspection as detailed in paragraph 17.2, any issues relating to site security, perimeter boundaries, site repairs and any other necessary work will be reported to the next scheduled committee meeting.
21. Officers will grant permission for the erection of any non-permanent structures (sheds, greenhouses or polytunnels) on site if they are satisfied that the structures comply with paragraphs 23.8 and 23.9, are in proportion to the size of the plot and

will not cause inconvenience to other tenants. Any requests that officers consider do not meet these criteria will be referred to committee for decision.

22. All new tenants will be advised that the Allotments Policy can be accessed on the Town Council website. All current tenants will be informed when a new version of the Allotments Policy is issued and uploaded to the website. Paper copies of the Allotments Policy will be provided to tenants on request.

## **MAINTENANCE OF ALLOTMENTS**

23. The tenant shall abide by the obligations set out below and which may be varied by the Council from time to time.
- 23.1. The tenant shall cultivate the allotment garden for and shall use it only for the production of fruit, vegetables and flowers for domestic consumption and shall not sell any part of the produce to another person.
  - 23.2. The whole allotment garden shall be kept in a clean, tidy and good condition and properly cultivated, or managed for future cultivation. Neglect of part of the plot is not permitted.
  - 23.3. The tenant must keep their plot free of nuisance weeds that might affect other tenants.
  - 23.4. Paths and walkways adjacent to the tenant's plot must be maintained by the tenant to half their width, in a clear and tidy state, and free of nuisance weeds that might affect other tenants.
  - 23.5. No nuisance or annoyance shall be caused by the tenant to any other tenant or neighbour or any other part of the allotments provided by the Council. The lighting of fires (including fires in incinerators), bonfires and discharge of fireworks is prohibited.
  - 23.6. The tenant must not access a plot other than their own without prior permission. This applies to both tenanted and vacant plots.
  - 23.7. The tenant must not remove any materials or crops from a plot other than their own without prior permission. This applies to both tenanted and vacant plots.
  - 23.8. No livestock, poultry or any other animals shall be kept upon the allotments.
  - 23.9. No dogs shall be brought into the area of the allotments unless the dog is on a lead and under control. Any fouling must be cleared away by the person accompanying the dog.
  - 23.10. The tenant shall not erect on any allotment plot a building, shed or greenhouse that exceeds the following dimensions: 6' (1.8m) width x 8' (2.4m) length x 8' (2.4m) height. In all cases, Council permission must be sought and granted prior to erecting any structures.
  - 23.11. The tenant shall not erect on any allotment plot a polytunnel that exceeds the following dimensions: 8' (2.4m) width x 12' (3.7m) length x 8' (2.4m) height. In all cases, Council permission must be sought and granted prior to erecting a polytunnel.
  - 23.12. The tenant shall not obstruct or permit the obstruction of any of the paths on the allotment site.
  - 23.13. The tenant will be allowed vehicular access to their plot to load or unload and then cars/trailers must be removed immediately. Cars and trailers must not block the footpath or access to other plots for any prolonged period of time. Vehicles must not be left unattended by the tenant and overnight parking is not permitted.
  - 23.14. No trench or excavation deeper than 9" (approximately 1 spade depth) will be permitted adjacent to any roadway or pathway.
  - 23.15. Every tenant must make provision for composting on their plot.

- 23.16. A tenant wishing to make pathways within or around their allotment plot should use grassed walkways, biodegradable weed control membrane or concrete slabs which must be maintained in a safe and level state. The use of gravel, sand, tarmac, crushed stone, wooden duckboards, plastic sheeting, carpet or other aggregates is prohibited.
- 23.17. The use of appropriate horticultural grades of black plastic sheeting in order to help with control of weeds is allowed, but the use of non-horticultural plastic sheeting, carpet, or similar other materials as ground cover in order to control weeds is not permitted.
- 23.18. Raised beds may be used where the beds are not more than 9" high. Raised beds higher than 9" must not be installed without the express permission of the Council. The beds must be open to the earth at the bottom.
- 23.19. The use of persistent weed killers that render the soil unusable for more than a few hours is not allowed.
- 23.20. Application of any material by sprayer (e.g. insecticides, fungicides or herbicides) must only be undertaken in calm conditions and must not drift onto neighbouring plots.
- 23.21. No well, pond or water features are permitted on the allotment sites. Small shallow wildlife ponds may be permitted but must be fenced to avoid being a hazard to small children. All wildlife ponds must incorporate a shallow marginal shelf/sloping beach area to allow wildlife to access the pond safely.
- 23.22. Water taps, where provided, are for communal use. If a water tap is situated on a tenant's plot, the tenant must allow other tenants to use the tap.
- 23.23. Tenants shall not remove bulk soil, clay or turf from the allotment site.