

Organisation	Addingham Parish Council
Title	Allotment Policy and Guidance
Version	1
Creator	Sallie Lloyd – Clerk and Reviewed by the Council
Adopted	October 2021 (minute 99/21 refers)
Last review Date	
Owner	Clerk
Next Review date	Dec 2024

ADDINGHAM ALLOTMENT SITES

General notes

1) POLICY STATEMENT

The Parish Council seeks to provide allotment plots for the benefit of local residents to encourage the cultivation of fruit, vegetables, or flowers and to improve facilities for the health and well-being of the local community.

2) BACKGROUND

- a) Addingham Parish Council manages four allotment sites comprising 132 plots. Demand for allotments is variable, and a waiting list may often be held when demand is high.
- b) These Policy & Guidance Notes have been drawn up to ensure that all relevant policies and procedures relating to Council allotments are clearly set out within a single document.
- c) This document is consistent with, and should be read alongside, the Council's framework for management of the allotment sites, and also with the Tenancy Agreement as issued to each allotment tenant.

3) SCOPE OF THIS DOCUMENT

This guidance covers all four allotment sites managed by the Parish Council. The sites are known as Newtown, Silsden Rd, Stamp Hill and Lower Stamp Hill.

4) DEFINITIONS

- a) **The Council:** Addingham Parish Council
- b) **Property & Maintenance Committee:** A committee of the Council whose members have responsibilities for inspecting Allotment Plots and liaising informally with Allotment Plot Holders.
- c) **Allotment Site:** A Council owned site with Allotment Plots rented by individuals to grow fruit, vegetables, or flowers.
- d) **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.
- e) **Plot Holder:** The person who legally occupies an Allotment Plot as the Tenant, under a Tenancy Agreement signed by them and the Council.
- f) **Allotment Rent:** The annual rent determined by the Council for an Allotment Plot.
- g) **Tenancy Agreement:** The legally binding contractual terms between the Tenant and the Council for management of the Allotment Plot.
- h) **Allotment Association:** Addingham Gardens and Allotment Association, a community group which acts on a voluntary basis as an advisory and representative organisation for Plot Holders.

5) ROLES AND RESPONSIBILITIES

Role of the Council: The Council will:

- a) Promote and undertake lettings of vacant plots.

- b) Manage essential repairs and maintenance of the allotment site (communal areas and site boundaries).
- c) Encourage good cultivation and horticultural practice.
- d) Carry out site inspections.
- e) Manage terminations of tenancies.
- f) Manage income collection and prioritise expenditure.
- g) Acting through members of the Property & Maintenance Committee, liaise regularly with plot holders.
- h) Acting through members of the Property & Maintenance Committee, deal with plot holders' issues in a fair and transparent manner.
- i) Communicate general information about the Allotment sites electronically and via social media.
- j) Recognise and liaise with the Allotments Association as a voluntary group representing a proportion of plot holders to continuously improve and develop the Allotment sites provision.
- k) Send out communications to plot holders on behalf of the Allotment Association.

Role of the Plot Holder: The Plot Holder will:

- a) Comply with the terms of the Tenancy Agreement and this Policy and Guidance.
- b) Manage the cultivation of their Allotment Plot.
- c) Ensure the health and safety of any guests visiting their plot.
- d) Ensure none of their visitors cause a nuisance.
- e) Report any issues to the Council at the earliest opportunity.
- f) Comply with any reasonable requests to manage/improve/maintain their plot.
- g) Support the Council as necessary to reduce any Health and Safety risks on the site.

6) REVIEW OF POLICY AND GUIDANCE DOCUMENT

This policy and Guidance will be reviewed on an annual basis by the Council.

ADDINGHAM ALLOTMENT SITES

POLICY AND GUIDANCE

Detailed guidance notes

1) The Tenancy Agreement:

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

2) Age and Residency

- a) The Council will only grant new Allotment Plot tenancies at the standard Allotment Rent to residents of Addingham.
- b) New tenancies will only be granted to applicants who are over 18 years of age.
- c) If a Plot Holder moves outside the Addingham boundary, they will be required to terminate their tenancy.

3) Re-sizing of Allotment Plots

- a) The Council reserves the right to re-size Allotment Plots before commencing a new Tenancy Agreement.
- b) Larger than average plots will be resized to create additional Allotment Plots which may vary in size. The Council will determine plot size.
- c) The purpose of this is to create additional plots to cater for demand upon popular sites, to reduce waiting lists, generate additional rent, and create more manageable sized plots that are suited to modern lifestyles.
- d) The rent for each Allotment Plot as re-sized will be charged at the prevailing Allotment Rent.

4) Allocation

- a) Allotments will be offered on a “first come-first served” basis using the current waiting list.
- b) This enables an applicant to register for a plot, by email or by phone, on a particular allotment sites and to wait until a plot becomes available on that site.
- c) Applicants can also register an interest in more than one site.
- d) Applicants must provide email contact details so they can be notified as soon as a plot becomes available. It is the applicant’s duty to ensure their details are always kept up to date.
- e) When a plot becomes available it will be offered to the first person on the list by email or phone.
- f) 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.
- g) 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 the waiting list.
- h) If an individual only leaves a phone number as contact and the Council is unable to leave a message on a voice mail, then a letter will be sent via post to make the offer of a plot.
- i) If no response is received within the allotted timeframe then the available plot will be offered to the next person on the list.

- j) If an offer is declined for a valid reason, then the person will remain on the list, the plot will be offered to the next applicant in order, and the next available plot will be offered to the first applicant.
- k) 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 other waiting lists they may be registered on.
- l) Anyone removed from the list may re-apply; however, the new date of application will then determine their position on the list.
- m) In areas/times of high demand, the Council has the right to only allocate one plot per household.
- n) Transfer of plot. If a Plot Holder wishes to relinquish their Allotment Plot and terminate their Tenancy Agreement within the first 3 months of the year, in circumstances where the Allotment Rent has been paid in full and where a neighbouring tenant wishes to take over the Allotment Plot, the Plot Holder may, with the Council's written consent and provided there is no waiting list for the Allotment Site, make arrangements with the neighbouring tenant for transfer of the Allotment Plot, and the Council will not require payment of Allotment Rent from the new Plot Holder. The new Plot Holder will be required to enter into a new Tenancy Agreement with the Council.
- o) 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 inadequate cultivation standards or causing a nuisance either to the Council or other plot holders.
- p) The Council reserves the right to withdraw certain plots from the letting register for maintenance, for use by voluntary or community groups, or otherwise at any time at its discretion.

5) Shared Tenancy

- a) The Council may at its discretion provide a shared Tenancy Agreement for partners.
- b) A spouse/partner may secure tenancy of a plot in the event of their spouse/partners death provided they have worked alongside them to manage the plot.

6) Rent

- a) The Allotment Rent value of an Allotment Plot is determined by the Council.
- b) The Council will collect rental payments in advance for plots, starting with all new lettings.
- c) Where a tenant takes on a plot during the first 8 months of the year, rent will be charged as applicable for the calendar year in full. From September onwards, at the discretion of the Council, the tenant may be offered a discounted rate set at a third of the full annual rent.
- d) The Plot Holder is to pay the rent and any other charges in relation to the use of the plot as per the Tenancy Agreement.
- e) The Allotment Rent is payable immediately on receipt of the annual invoice and tenants in arrears for more than 40 days will be in default under the terms of their Tenancy Agreement.
- f) The Council reserves the right to increase the Allotment Rent, on one year's notice to Plot Holders, to reflect increases in running costs to provide allotments, or for any other reason, at the discretion of the Council.
- g) The Council reserves the right to support up to two rent free plots per site for village organisations or voluntary groups.

7) Use of land

- a) 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.
- b) Plot holders are encouraged to cultivate their plots in a wildlife-friendly way according to advice from the National Allotment Society (<https://www.nsalg.org.uk/allotment-info/wildlife-gardening-on-allotments/>).

b) Any commercial business use is strictly prohibited.

8) Cultivation and use of plot

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

b) At least 65% of the plot must be cultivated at any one time, and the remainder, if left uncultivated, must be kept tidy and free of weeds.

c) 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.

d) Sites will be inspected for cultivation and condition at regular intervals (generally at the start of and during the growing season as set out in paragraph 9 below)

e) The creation of a pond feature may be permitted on the allotment sites in the following circumstances:

1. Plot holder's are required to obtain written consent from the Parish Council prior to the creation of any pond, regardless of size. Requests should be sent in writing and these will be considered by the Property and Maintenance Committee at their next meeting.
2. The plot holder is required to hold relevant insurance and provide a copy of this to the Clerk. There are no exceptions to this.
3. Ponds must be wildlife friendly providing easy access for amphibians, especially frogs. Invasive non-native species (such as Canadian pondweed) must not be introduced
4. Guidance for the maximum pond size will be given on a case by case basis, after consideration has been given to the size of plot or half plot but not exceeding maximum width and depth outlined in point 4 & 5.
5. Ponds must not exceed 1m at their widest point
6. Ponds must not exceed 30 cm at their deepest point
7. The type of container must be specified at the time of application. No soil should be removed from the plot to create a pond. (Section 4.5 of tenancy agreement)
8. Plots with ponds should be fenced, with a gate. Or point 9 will apply;
9. Ponds must be covered with suitable child safety netting or a wire mesh grill IF there is not a boundary fence around the plot.
10. Plots with ponds must display a sign on the boundary fence, advising that there is a wildlife pond and that extra care should be taken to supervise children.
11. There will be no permission granted on the unfenced, Silsden Road site.
12. Ponds may contain protected species under the Countryside and Wildlife Act. Permission to remove a pond must be requested in writing to the Parish Council.
13. Consideration must be given for the removal of your pond at the end of the tenancy unless the new plot holder wishes to take on the pond and agrees to comply with the above conditions. Removal of the pond is the responsibility of the outgoing plot holder.

f) Failure to meet these requirements could result in a notice to improve/quit being served.

9) Inspections

a) The Plot Holder will permit any member of the Council's Property & Maintenance Committee to enter the Allotment Plot at any time to inspect its state and condition.

b) The Council has made a commitment to formally inspect allotments on two occasions each year, immediately before and then during the main growing season, and may also inspect individual Allotment Plots on an ad hoc basis throughout the year.

c) The Council will notify Plot Holders of the inspection dates by email.

- d) Plot Holders will be expected to submit any issues they would like to raise about particular plots to the Property & Maintenance Committee prior to the inspection.
- e) Plot Holders may wish to be present during inspection, however, a planned inspection will not be postponed solely for the reason that a Plot Holder or other representative may not be available at the inspection time.
- f) The Council has sole responsibility for determining the results of the inspection of plots, for issuing any warnings to improve cultivation, and for determining whether to issue a notice to quit where the plot has not been adequately cultivated as required in accordance with this document and the terms of the Tenancy Agreement.
- g) The Council retains the right to exercise discretion under certain circumstances.

10) Termination of tenancy

- a) The Tenancy will terminate as per the Tenancy Agreement upon:
 - 1) Notice from the Plot Holder.
 - 2) Death of a Plot Holder.
 - 3) Notice by the Council.
 - 4) Default by the Plot Holder.
- b) Upon termination of the Agreement, the Plot Holder must return the plot to the Council in the condition stated within the Tenancy Agreement.
- c) 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.
- d) The Council reserves the right to recover any costs from the Plot Holder for undertaking such works, including legal fees, upon vacation.

11) Dogs

- a) The Plot Holder must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment site by the Plot Holder must be securely held on a leash and not allowed on other plot holders' plots.
- b) Dog owners must comply with Bradford Council's Dog Fouling Byelaws and pick-up and appropriately dispose of dog waste off site.

12) Children

- a) The Council welcomes children onto Allotment Sites as it values the educational opportunities and health benefit such visits can bring.
- b) 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 wander onto other plots or harvest/eat produce without the Plot Holder's permission.

13) Erection of Sheds/Greenhouses/Temporary Structures

- a) A shed/greenhouse may not be erected on an Allotment Plot unless prior permission has been granted from the Council, following submission of an initial request including outline details of the proposed structure, and the method, materials and extent of construction proposed. The Council will apply for any necessary consents.
- b) The Plot Holder will be responsible for any costs of removing a structure or reinstating the Allotment Plot upon vacation or termination of the lease, including the costs of any legal action that may be taken.
- c) Sheds should be used solely for storing materials for use on the Allotment Plot and not as a place of dwelling, for sleeping in or as a workshop.
- d) Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds.

14) Use of Chemicals/Sprays

- a) 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.
- b) 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 always comply with current legislation.
- c) Spraying should only take place when conditions are still and calm.

15) Vehicles

- a) Unless designated parking is available on a site, Plot Holders and their visitors must not bring or place any vehicle, caravan, trailer, or vehicle parts onto the Allotment Site, except when receiving deliveries.
- b) Tyres must not be brought onto Allotment Sites.

16) Trees, shrubs, and bushes

- a) The Plot Holder may not, without the written prior 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.
- b) The Council expects all fruit trees to be grafted onto appropriate dwarfing rootstock.
- c) Any self-sown sapling trees should be removed as necessary by the Plot Holder.
- d) The Plot Holder should contact the Council if any mature trees need attention.

17) Hedges, fences, and boundary features

- a) Plot Holders must not obstruct any road or path or tip rubbish, soil or manure on any road or path, must not use barbed wire for a fence adjoining any road or path, nor encroach upon any road or path or other Allotment Plot.
- b) The Plot Holder will keep the boundary of their own Allotment Plot in good repair, ensure that, where applicable any hedging on the boundary of the Allotment Plot is properly cut and trimmed to a maximum height of 1 ½ metres, keep all drainage ditches properly cleansed and maintained and maintain any existing boundary fences, posts, gates and adjoining pathways at the Allotment Plot, except where, at the discretion of, and with the permission of, the Council, any such pathways are being maintained on behalf of Plot Holders by contractors and/or volunteers using their own or Council-owned machinery.
- c) The Plot Holder must not, without prior written consent of the Council, remove/erect/alter any sub-dividing fence whatsoever on any Allotment Plot.
- d) Rubbish must not be piled against fences as this can cause them to lean and/or rot and it may also impede proper maintenance.
- e) Any boundary disputes should be referred to the Council to determine.

18) Restrictions on cropping

- a) 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 dwarf stock and should be sited where they will not create an obstacle or nuisance to others as they grow.
- b) 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.

19) Depositing refuse/fly tipping/disposal of rubbish

- a) The Plot Holder is responsible for disposing of all rubbish from their Allotment Plot. This includes disposing of both green waste and other non-combustible items.
- b) Green waste should be composted on site whenever possible.
- c) The Plot Holder must not deposit or allow anyone else to deposit/fly tip rubbish anywhere on the Allotment 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.
- d) Plot Holders must not add to any illegal rubbish dumped on the site.

- e) The use of old carpets as a weed suppressant is prohibited on any Council Allotment Site. As a temporary measure, polythene sheeting or cardboard may be used.
- f) Kitchen waste such as cooked food, meat, cheese or similar will attract vermin. Waste such as this must not be brought onto the allotment garden or put onto an allotment garden compost heap.

20) Bonfires/burning of rubbish

- a) The Council does permit small, controlled bonfires on all of the Allotment Sites.
- b) Bonfires are for the sole purpose of burning dry garden waste.
- c) No sundry rubbish or plastic can be burned.
- d) Fires must be attended at all times.
- e) Allotment holders are responsible for extinguishing the fire before leaving the site.
- f) Causing a nuisance by having open bonfires on an allotment site could lead to the termination of a tenancy.
- g) It is a statutory offence to emit smoke, fumes or gases which are a nuisance and to allow smoke to drift over nearby roads if it endangers traffic.
- h) Smoke from bonfires can be annoying to neighbours, ruining their enjoyment of their plot.
- i) Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems.
- j) Please contact the Council if you should require further advice on bonfires on allotments.

21) Nuisance

- a) The Plot Holder must not cause or permit any nuisance or annoyance to the occupier of any other Allotment Plot 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.
- b) Any Allotment Plot Holder found guilty in a court of law of offences involving the Allotment Plot or other plot holders will be given **immediate** notice to quit.
- c) The same will apply if, in the reasonable opinion of the Council, the Plot Holder has, or has permitted someone else to threaten, use violence and or intimidation against other Allotment Plot Holders or the owners or occupiers of adjoining or neighbouring property.
- d) This will apply whether this is a joint, group or single tenancy.

22) Advertisements

- a) Plot Holders must not use the Allotment Plot for the display of any commercial or political advertisement.
- b) Advertisements may be displayed for a temporary period for community or charitable events with the prior consent of the Council.

23) Power of eviction

- a) Allotment Plots will be regularly inspected by the Council, and Plot Holders who fail to comply with this document or the Tenancy Agreement will be contacted and requested to address any issues raised with them.
- b) Failure to comply with any such notice may result in the Council exercising its power to give a Plot Holder notice to quit, thereby terminating the Tenancy Agreement.
- c) Evicted Allotment Plot Holders (for any reason) will not be allowed another Council Allotment Plot within 12 months from the date of eviction (as a minimum).

24) Insurance

- a) All sites are covered by the Council's Public Liability Insurance; however, this covers claims in respect of the Council's responsibilities for the Allotment Sites, ie. infrastructure, including paths and Allotment Site boundary fencing (not Allotment Plot fencing).

b) Plot Holders are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover for those items.

25) Health and safety

a) The Council will seek to ensure that only safe practices are carried out on the Allotment Sites.

b) Any works that voluntary groups wish to carry out must be approved by the Council.

c) 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.

d) It is the Plot Holder's responsibility to keep any chemicals/equipment secure when not in use and to use them as per manufacturer's instructions.