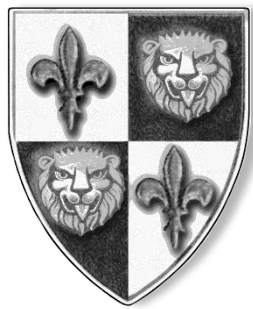
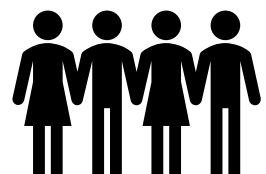


SHAFTESBURY TOWN COUNCIL

*Delivering Excellence across the
Shaftesbury Community*



Allotment Holders Policy



Date of Adoption: 27th July 2021
Review Date: July 2024

Managing People Policies

Policy for all Allotment Holders

1. Definitions

- 1.1. "The Council" means Shaftesbury Town Council, and includes any committee of the Council, or any person authorised to act on behalf of the Council.
- 1.2. "Allotment Site" means an area of land set aside by the Council, for the purposes of growing vegetables, flowers, and fruit.
- 1.3. "Allotment Garden" means an area of land, which may vary in size, within each allotment site, that is available to rent for an annual sum.

2. Introduction

- 2.1. This document sets out:
 - The eligibility criteria for renting an allotment garden
 - Procedures for allocation of allotment gardens
 - Allotment administration
- 2.2. The Council reviews this allotment policy annually, and makes any changes known by publishing the revised policy on its website.
- 2.3. The legal relationship between Shaftesbury Town Council (The Council) as landlord and allotment holders as tenants, is defined within tenancy agreements.

3. Eligibility criteria for renting allotments

- 3.1. To be eligible to rent a statutory allotment a person must be 18 years or older and a resident living within three miles of the defined Parish of Shaftesbury. The Council maintains a waiting list for eligible persons only across all Council owned sites. The Council reserves the right not to accept applications for allotments

4. Allocation of Plots

- 4.1. The Council supplies information regarding vacant plots as they become available to the person or persons at the top of the waiting list, to allow applicants to visit and inspect the plot, before making a decision to confirm their tenancy. In making such offers the Council endeavours to take into account applicants' stated preferences for site and size of plot.
- 4.2. Where, more than one plot becomes available at the same time, the Council contacts the appropriate number of people at the top of the list regarding the vacant plots and these are allocated on a "first come first served basis".
- 4.3. Applicants at the top of the list are given first refusal for the tenancy/tenancies and three weeks to respond in writing to the offer. If no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take an offered plot, applicants may defer twice and retain their place in the list until another plot becomes available. If applicants wish to defer a third time, their names will be moved to the bottom of the list. If the plot is not taken by the person at the top of the list it is offered to the next person on the list.
- 4.4. Raised beds are available on our A30 allotment site, these will be offered on a first come first serve basis to those who have a disability as outlined in the Equality Act 2010

- 4.5. When an applicant confirms their wish to commence a new tenancy, having identified the vacant plot and clarified that they are eligible, they are required, within ten working days, to sign a tenancy agreement, and to pay appropriate charges and fees before being allowed to start work on the plot.
- 4.6. The preferred method of payment is via Standing Order. Please contact the office for details on how to arrange this.
- 4.7. All allotment plots are let on an as seen basis. The Council is not able to carry out improvement or clearance works for new tenants, beyond making the plots safe. The Council may at its discretion carry out appropriate actions to tidy any vacant overgrown plots. The Council reserves the right to divide or amalgamate plots as they become vacant at its discretion.
- 4.8. Each allotment tenancy is leased in the name of one person only, even if more than one person works on the plot. There is no automatic right of inheritance. However, the other person can make a representation to the Council, before the tenant vacates the plot, seeking the Council's agreement to take over the tenancy. The Council considers such representations on a case-by-case basis.
- 4.9. The tenancy of an allotment is personal to the tenant named in the agreement. In the case of group tenancies, the tenancy belongs to the group itself, covering any and all members of the group, not only the individual named signatory of the tenancy.
- 4.10. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the council to be informed of the other person's name.)
- 4.11. Plot allocation is restricted to one plot per tenant. Tenants cannot go back on the waiting list for additional plots. If a tenant wishes to rent a plot on a different Council owned site, they must join the bottom of the waiting list. On acceptance of another site the tenant must terminate their tenancy and vacate the current plot. Tenants may ask for their plot size to be reduced. The granting or refusal of any such requests is entirely at the discretion of the Council.

5. Administration

- 5.1. The Council provides and maintains computerised allotment waiting list and tenancy records in accordance with the Data Protection Act 1998. Tenants may visit the council offices and contact staff by telephone during its current published office hours or via the Council's website. Any queries about this policy should be referred to the Council.
- 5.2. The Council promotes 'best practice' on its allotment sites and encourages sustainable environmental management. It seeks to make sites as accessible and useable for all allotment tenants as possible and considers requests for improvements where required for disability accessibility.
- 5.3. The Council may or may not provide a water supply at specific sites at its discretion, depending on local circumstances. Where a water supply is provided it is turned off during the winter months (between the beginning of November and late March each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.

- 5.4. The Council assists security at its allotment site(s) by providing boundary fences and/or hedges and locked gates to the car park for the tenants of the A30 allotment site. Whilst the Council maintains third party insurance concerning its allotment sites and car park, tenants are advised to maintain public liability insurance concerning their own allotment gardens. The Council accepts no liability for any loss, damage or injury to tenants or their belongings occurring on their allotment gardens or in the allotment car park. The Council accepts no responsibility for damage, loss or theft from vehicles parked in the allotment car park, vehicles are left at their owners risk.
- 5.5. The Council assists security at its allotment car park provided for use by tenants of the A30 allotment site by providing locked gates. The tenant shall be issued with a code to access to car park. No codes shall be passed to anyone other than the person authorised to work on the allotment garden. For the protection of tenants and prevention of access of unauthorised vehicles, the main access gate to the car park shall be closed and locked at all times. The tenant to ensure that the gate is locked at all times after entering and on leaving the car park. No vehicles to be left in car park if not working on allotment garden and no vehicles to be left overnight.
- 5.6. Details of the Council's complaints procedure may be obtained from the Council offices and via the Council website.

6. Disputes

- 6.1. Disputes between tenants shall in the first instance be referred to the Town Clerk. If the dispute cannot be resolved, then the matter will be referred to the Recreation, Open Spaces and Environment (ROSE) Committee and the subsequent decisions of the committee are binding on all concerned.
- 6.2. The Council and Tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 6.3. Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 6.4. No tenant must cause another tenant harassment, alarm, or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy as per paragraph 7.1 and possible prosecution.
- 6.5. Complaints about harassment are, in the first instance, to be referred to the Council which will investigate the matter. If the complaint is satisfied at that point, then the matter will end there. The complainant will be able to respond within one month of the decision with reasons. If the complainant is not satisfied, then both parties within one month of the decision may lodge all papers and evidence relating to the matter with the Council for a decision.

7. Transgression of Tenancy

- 7.1. Following a transgression of tenancy, a tenancy agreement will be terminated either with immediate effect or at the end of the current tenancy depending on the outcome of an investigation by the Town Council and subsequent decision of a relevant Committee.

8. Rent

- 8.1. The tenant must pay the invoiced rent within 40 days of the due date.
- 8.2. The rent year runs from 1st January – 31st December. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 8.3. A tenant may voluntarily relinquish their allotment at any time giving 14 days' notice, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 8.4. The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The Council will dispose of any such material not removed by the tenant. The full cost of disposal or clearance shall be charged to the outgoing tenant. The plot will be left clean and tidy.
- 8.5. Rent may be increased annually to coincide with the beginning of each new allotment year, provided that the Council takes reasonable steps to give at least 90 days' notice. This notice may be in writing to individual tenants and/or displayed prominently at notice boards. Failure to give written notice to any individual tenant or failure on the tenant's part to read any information left on notice boards will not invalidate that, or any other, tenant's rent increase.

9. Cultivation

- 9.1. The Tenant shall keep their Allotment Garden free from weeds and maintain it in a good state of cultivation (minimum 75% cultivation) and keep the allotment in a clean and tidy state throughout the year. An area that is annually cleared of weeds yet remains un-cropped or un-planted during any one year will be considered as non-cultivated.
- 9.2. From the start of the tenancy agreement the tenant will have a two-month period in which enforcement for non-cultivation is not applicable. The Council will inspect the plots between the months of April – October. In the case of non-cultivation there is only one warning given. If a plot is not brought up to an acceptable condition within the time frame set out in the warning, then the Council will serve a repossession for which there is no appeal.
- 9.3. The maximum amount of the allotment garden allowed to be hard landscaped e.g patio, internal paths, shed, poly-tunnel etc is 25%.
- 9.4. The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig, mulch prune and weed 75% of the plot. Compost bins, water butts, glass houses, poly-tunnels and fruit cages are also included within the cultivated area.
- 9.5. If a plot is brought up to an acceptable standard but then left to fall into non-cultivation again, the Council will serve another warning. The Council will only serve two warnings in a five- year period before repossessing the plot.

10. Hedges, Invasive Plants & Ponds

- 10.1. Tenants are responsible for maintaining any hedge on or abutting their plot. Hedges shall be trimmed at least once per year so as not to obstruct access. Hedges should not be cut back during the bird nesting season, which runs from 1st March – 1st September.
- 10.2. No fast growing conifers or invasive screening plants such as bamboo or willow may be planted .
- 10.3. The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm deep. The pond area will be included as part of the non-cultivated area. Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at 2 metres distance from any path and tenants are advised to provide secure fencing. The use of sunken baths as ponds or for water storage is not permitted on safety grounds.

11. Water, Bonfires & Other Restrictions

- 11.1. Sprinklers are prohibited. Hose pipes may be used to water directly if handheld or to fill water butts, provided this does not prevent other tenants having access to water supplies.
- 11.2. The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 11.3. Bonfires are permitted for the burning of materials from the allotment garden only i.e., diseased plants and dried out organic material that will burn without too much smoke or hazardous residue. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood – is strictly prohibited.
- 11.4. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in the Council taking action under the Environment Protection Act of 1990.
- 11.5. Fires must be attended at all times until all material has burnt and the fire extinguished. Fire must be kept to a manageable size to ensure safe burning and a minimum of smoke production.
- 11.6. All potentially toxic materials should be removed from the allotment site and disposed of appropriately.
- 11.7. The Council, with good reason and publicised to all plot holders, reserves the right to prohibit bonfires on a specific plot or allotment site.
- 11.8. Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Council.

12. Structures & Fences

- 12.1. Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 12.2. Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure, the Tenant will be contacted and if no successful conclusion has been

reached the Council reserves the right to remove the structure and charge the cost to the tenant.

- 12.3. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Plot. A deposit of £75 will be required for any structure that is using glass, to be held as a clearance deposit if glass remains on a plot following the end of the Tenancy.
- 12.4. Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 12.5. The maximum size of a shed is 2.4 metres long x 1.22 metres wide x 2.13m high, (8 feet x 4 feet x 7 feet).
- 12.6. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed
- 12.7. The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment Plot.
- 12.8. All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 12.9. All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g., water supply pipes).
- 12.10. Solid fences adjacent to neighbour's plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.

13. Livestock

- 13.1. The Tenant shall not keep animals or livestock including Bees on the Allotment excepting hens (no Cockerels)/or rabbits which shall not be kept by way of trade or business.
- 13.2. Where hens/rabbits are kept they must be kept in a way that they are not prejudicial to health or a nuisance.
- 13.3. The Council is within their rights to invite Officers from Higher Authorities – including Environmental Health – and RSPCA, or equivalent, to inspect Hens/rabbits kept on site on a regular basis. Inspection by these parties can take place with or without permission of the tenant should concern arise. Any decision made by the Council or RSPCA, or equivalent, on matters associated with keeping Hens/rabbits will be final

14. Dogs

- 14.1. Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times.
- 14.2. Tenants with dogs must ensure their dogs do not persistently bark or harass allotment tenants.
- 14.3. The burial of any pets or animals on any allotment land is strictly forbidden.

15. Site Safety, Security & Duty of Care

- 15.1. Tenants' plots, the allotment site or any structures thereon may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.

15.2. Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other tenants, themselves and wildlife. This is particularly relevant in relation to:

- The timing and usage of mechanical equipment such as trimmers and rotovators, and the means to power them such as petrol, oil and gas. Tenants should only bring sufficient fuel onto the plot for their requirements and take away any fuel left over
- The prevention of obstruction of paths and haulage ways
- The sturdy construction of any structures or features on the plot
- The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommended application and storage methods, rates and precautions must be adhered to and containers disposed of safely.
- The safe storage and usage of tools
- Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner

16. Security and maintenance of structures on your plot

- 16.1. Unsafe working will be seen as a breach of these rules and may result in immediate termination of tenancy. The tenant shall be liable for any damage or injury caused by unsafe working practices.
- 16.2. Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.
- 16.3. The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the Council and the police.

17. Unauthorized Persons & Visitors

- 17.1. Only the tenant, or a person authorised or accompanied by the tenant, is allowed on the site., other than the public footpaths.
- 17.2. The tenant is responsible for the behaviour of pets, children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.
- 17.3. A tenant's plot(s) are not suitable for private gatherings. The playing of amplified music by tenants is forbidden.