NEW ALRESFORD TOWN COUNCIL
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Allotment Policy

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1. Introduction

New Alresford Town Council (NATC) is an allotment authority and has the power to provide allotments for the town's residents.

Allotments are regulated under the Allotments Acts 1908-1950. An allotment garden is defined in the Allotments Act, 1922, as being "wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family".

Allotments play a unique role in the community and are vital to the role in connecting people to the process of food production, whilst supporting the benefits to health, wellbeing and the environment.

NATC manages two Allotment sites located at Spring Gardens in New Alresford - Spring Gardens site and Watercress Gardens site. Responsibility for their effective management and good standard of maintenance hasbeen delegated to the Council's Recreation and Environment Committee.

2. Scope of policy

This policy applies to the two Allotment Garden sites located at Spring Gardens and any future Allotment Garden sites managed by NATC.

3. Objectives

The objectives of this policy are to provide a framework for the use of allotment gardens and to maintain high standards of the management of the allotment site. This will include but not limited to the following:

- To maintain cooperation with the Alresford Allotment Society
- Effective management of the Allotment Garden site
- To inspect allotments on a regular basis and take action to remedy any issues identified
- Support the community benefits of allotments
- To promote environmentally friendly practices through the Allotment Rules
- Promote good water management

4. Eligibility

The allotment plots are for residents and/or recognised not-for-profit organisations within the parish of New Alresford. The applicant must be eligible to apply for an allotment garden plot and complete the application form (Appendix A).

To be eligible to apply for an allotment, an applicant must:

- Reside within the parish of New Alresford or in the Vernal Cottages properties that adjoin the Allotment Gardens in Spring Gardens

- Be aged at least 16, but may only be allocated a plot once they have turned 18.

Only one plot may be allocated per household or organisation.

5. Responsibilities

NATC and plot holders have individual responsibilities to ensure the effective management of the allotment site is maintained.

5.1 Role of the Council

New Alresford Town Council will:

- Manage the Allotment Garden waiting list
- Manage essential repairs and maintenance around the site
- Encourage good cultivation
- Conduct site inspections on a regular basis
- Manage Tenancy Agreements and terminations
- Manage collection of rents
- Maintain relations with the Chair of New Alresford Allotment Society
- Address plot holder's issues in a fair and transparent manner
- Pay all rates and taxes which may at any time be levied or charged upon the Allotment.

5.2 Role of the Plot holder/applicant

The plot holder/applicant will:

- Ensure their details are kept up to date with NATC.
- Comply with the terms of the Tenancy Agreement, Allotment Rules and Policy
- Manage the cultivation of their allotment plot for their own use
- Not cause, or allow their visitors to cause, a nuisance on the allotment site
- Report any issues to the Chair of the Allotment Society or the Town Council at the earliest opportunity.
- Comply with all reasonable requests to manage and maintain their plot

6. Allotment Process

6.1 Allocation of plots

Allotments are offered on a first come first served basis using a waiting list. Residents can apply to join the waiting list using the application form. It is the applicant's duty to ensure their details are kept up to date at all times.

- When a plot becomes vacant it will be offered to the next person on the waiting list by email or phone.
- They will have 7 days to acknowledge acceptance or it will be assumed they are not interested and will be withdrawn from the waiting list.
- If an offer is declined for a valid reason, then the person can remain on the list and the next available plot will be offered to them.

- The Council reserve the right not to allocate a plot, or to remove the applicant from the list where there is evidence of previous plot misuse.

6.2 Deposit

At the commencement of their Tenancy Agreement, each Tenant shall pay a deposit of £80.00 (the Deposit).

On or before the termination date of their Tenancy Agreement, a Tenant must clear all fixtures, fittings and other items from the allotment gardens unless first agreed by the Council in writing. The Tenant must also ensure that their plot is free of weeds and/or any structures or trees that are not in compliance with the Tenancy Agreement and/or the Council's Allotment Policy and Rules.

In the event that the Tenant fails to comply with one or more of these requirements, the Council shall be entitled to employ the services of a contractor or use its own staff to clear the allotment garden and/or the plot.

The Council will advise the Allotment Society when a Tenant gives notice so that the state of the plot can be monitored, and remind any tenant giving notice of the requirement to maintain their plot in good condition until vacated. Failure to comply may result in forfeiture of their deposit

The outgoing Tenant shall be responsible for all reasonable costs in relation to such work. The Council may set such costs off against the Tenant's Deposit.

In the event that the cost of clearing the Tenant's plot and/or the allotment gardens is greater than the sum held as their Deposit, the Tenant shall remain responsible for such additional costs. Notwithstanding the termination of the Tenancy Agreement, the Council may invoice the Tenant for any outstanding sum and treat it as a debt to the Council.

Any part of the Deposit not spent by the Council to make good the Tenant's obligations shall be returned to the Tenant within 14 days of the termination of the Tenancy Agreement.

6.3 Annual rent

The rent is calculated by a charge per m^2 and the rental year runs from 1st October to 30th September. Payment is to be made in full on receipt of invoice or can be made in four equal installments upon contacting the Council.

The Council reserves the right to increase the rent in line with inflation, to reflect changes in the rental value of land used for allotments and/or to reflect other running costs to provide allotments. The Council will give notice of any changes to the rent on or before 1st September of each year.

6.4 Sub-letting and Transfer

- Sub-letting and transferring plots is not permitted.
- The transfer of a tenancy to a family member (for example following the death of the plot holder) will be considered sympathetically. However, the Council is not bound to approve such a transfer
- Swapping of plots between existing allotment holders will be considered but the Council is not bound to approve such a transfer
- Joint tenancy of a plot may be permitted at the discretion of the Council if requested at the beginning of an agreement

6.5 Site Inspections

Any officer or member of the Council will be able to enter the allotment at any time to inspect its state and condition. The council will notify the Chair of the Allotment Society of the inspection dates and invite them to attend.

Where on inspection the Council identifies that a tenant is in breach of their agreement, the following enforcement procedure will apply:

Informal Warning – Tenants who fail to comply with their tenancy agreement/Allotment Rules will be contacted to request that they address issues of non-compliance.

Formal Warning – Tenants who fail to respond to an informal warning or to comply with the terms of their tenancy as requested within 28 days will be issued with a formal written warning.

Repeat breach Following the issue of an informal warning, should a further breach of the Allotment Tenancy Agreement take place within a 12-month period from the date of the original warning, a Formal Warning Notice will be issued immediately

Notice to Quit – Tenants who fail to respond to or comply with a formal warning within a minimum of 28 days will be given notice to quit their plot and must vacate their plot within 14 days. In these circumstances there will be no return of rent paid.

In the event of a serious breach of the tenancy agreement or after investigation of any incident that the Council deems at its sole discretion to constitute gross misconduct (unacceptable or improper behaviour of a serious kind), the Council reserves the right to serve immediate notice to quit without progression through the two warning stages of the procedure. The Council also reserves the right to serve a notice to quit on any tenant who is in breach of their tenancy agreement and who has already been issued with informal or formal warnings on three occasions within a 2-year rolling period.

6.6 Tenancy Agreement

The Tenancy Agreement is a signed agreement between the Council and the plot holder. By signing the Tenancy Agreement, the plot holder agrees to abide by the requirements of NATC.

The Tenancy may be terminated upon:

- Notice from the plot holder
- Death of a plot holder (See 6.4)
- Notice by the Council

6.7 Termination of Tenancy Agreement by Plot holder

- A minimum of 28 days' notice of the termination of a Tenancy Agreement must be given in writing to the Council stating the date on which the Tenancy Agreement will cease.

6.8 Termination of Tenancy Agreement by Council

- NATC can give a tenant at least 12 months' notice to quit
  Or
- Failure to abide by the requirements of this policy, the Tenancy Agreement and

Allotment Rules may result in termination of the Tenancy Agreement, giving the tenant one month's written Notice to quit if:

i The rent is in arrears for 40 days - if the rent is not paid within 28 days of the due date, a reminder letter will be sent giving the plot holder 12 days to pay.

ii Three months after the commencement of the tenancy the tenant has not observed the 'Allotment Rules' (Appendix B). The tenant will initially be sent a Letter of Enquiry. If the reply is not considered satisfactory, or has not been received after one month, the tenant will be sent a Notice to quit.

iii The tenant has outside the New Alresford parish boundary.

Upon receiving a Notice to quit, the tenant has 14 days to leave the site. After that date, any property left at the allotment shall be forfeited to the Council.

Upon termination:
The Tenant shall leave the plot and the allotment garden in a clean and tidy condition, clear of all fixtures, fittings and any other items that are there as a result of the Tenancy Agreement. The Tenant must also ensure that their plot is free of weeds and/or any structures or trees that are not in compliance with the Tenancy Agreement and/or the Council's Allotment Policy.

The Council will inspect the Tenant's plot on the date of the termination of the Tenancy Agreement or such earlier date it shall agree in writing.

6.9 Amending Tenancy Agreement

The Council reserve the right to amend the allotment tenancy agreement at any time. Where such amendments are made, tenants will be informed of the final changes and any transitional arrangements.

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ALLOTMENT RULES

1 Use of Land

The plot must be used for the cultivation of fruit and vegetables for personal use. Up to 25% of the plot may be used for cultivated flowers for personal use. Selling produce from the allotment plot is not permitted. The plot holder is responsible for their plot.

2 Cultivation and condition of plot

A new plot holder must cultivate the allotment to an agreed standard - 50% of the land available for cultivation within the first six months, and 75% thereafter. All plot holders are required to cultivate a minimum 75% of their plot during the growing season. Tenants are required to maintain their plot in a good and tidy condition. The Council's decision is final.

3 Allotment Society

Membership of the Alresford Allotment Society is mandatory for all plot holders. Membership subscriptions are payable annually and will be collected with the annual rent by NATC.

4 Access to the sites and vehicles

The car parks at Spring Gardens and Watercress Gardens Allotment sites are for the use of plot holders. Plot holders must ensure that if they are the last to leave, the gate is closed behind them. Vehicles must be driven and parked sensibly, causing no obstruction or inconvenience to other plot holders. Vehicles are only allowed in the car park while the plot holder is in attendance. Overnight parking is not allowed. The Council cannot be held responsible for loss or damage to any vehicle.

Parking for the Watercress Gardens allotment site is in the fenced land adjacent to the Watercress Farm. There is absolutely no parking in the entrance area to the Watercress Farm. This is private land. Parking on the verges of Spring Lane is not permitted.

There is no parking on the Watercress Gardens allotment site, with the exception of a 15 minute loading bay by the entrance. There is a right of way on the northern boundary for use by others through the land that must not be blocked.

5 Water management

The use of sprinklers is **not** permitted at the allotments. Hosepipes and trickle hoses are permitted, but only when the plot holder is present. Where possible, and where there is a building on site, plot holders must install water butts and use this as a water supply in the first

instance.

The water supply is switched off during the winter months (November – March). If a severe frost is forecast the Council reserve the right to extend this period.

If there is any damage to the water supply or pipes it is to be reported to NATC immediately

6 Buildings, cages and polytinnels

The erection of sheds or greenhouses will only be permitted after prior consultation and written agreement by the Council. Buildings must be no larger than 1.8 metres by 2.4 metres (6ft by 8 ft) and be of purpose-built construction. All buildings must be at ground level and concrete bases are not permitted. Sheds and greenhouses should be adequately maintained and should be used solely for storing materials for use on the allotment. No other buildings are permitted.

Where buildings are present on a plot, at least one building must have a device fitted such as a water butt, minimum size 50 litres which enables the collection of rainwater.

Fruit cages must not exceed 2.3 metres in height and shall be proportionate, well- constructed and maintained. Polytunnels shall be no larger than 2 metres x 3 metres, and no more than 2.5 metres in height. Every effort should be made to ensure they do not cast shade on neighbouring plots. Concrete footings are not permitted.

In order to prevent birds becoming trapped in fruit cages and polytunnels, plot holders must carry out checks on the integrity of their cages and polytunnels every time they visit the Allotment Gardens.

Outside of the fruit season, fruit cages must be left open with a clear and easy exit for wildlife at all times.

In the event that a bird is seen inside a fruit cage or polytunnel, other plot holders should assume that the cage or polytunnel is compromised and open it and leave it wide open in order to release the bird and prevent more being trapped inside. They should contact the Chairman of the Allotment Society to report this, giving the plot number. A Committee member will notify the plot holder, who must take immediate action to carry out effective repairs and confirm to the Chairman accordingly. In the event of persistent non-compliance by that plot holder the Council will be informed and the Council may notify them to remove their cage or polytunnel permanently

7 Plot Boundaries and Paths

Plot holders are required to assist in the maintenance of adjoining paths. Grass paths should be kept clean by regular cutting and kept free of weeds. Plot holders must not obstruct paths and must keep them clear of trip hazards.

Boundary lines between allotments must be kept clear of weeds, stinging nettles and climbers. All hedges on plots must be kept properly cut and trimmed by the plot holder.

No fences or hedges are to be put up without written agreement from the Council. The use of barbed wire is prohibited

8 Fruit trees, cages and polytunnels

Plot holders are responsible for the trees on their plot. No trees other than fruit trees shall be planted on plots or allowed to self sow. Fruit trees grown on your plot must not exceed 1.5 metres in height and it is recommended that you choose dwarf fruit trees from the supplier. Before planting a fruit tree, consider its position relative to neighbouring plots and footpaths. They must not cause a nuisance in terms of shading or overhang footpaths or boundaries and consideration must be given to the size of the area the roots will cover. If fruit trees are planted near to a boundary they must be planted as a 'step over' and kept at a low level below 50 cm.

9 Trees and hedges

Trees and hedges at the Allotment sites (not on plots) shall not be cut, pruned or lopped by plot holders. Plot holders must contact the Council if there is an issue or concern with a tree or hedge at the site.

10 Ponds

Small wildlife ponds no greater than 1 metre square and 30cm deep, are permitted so long as they are a minimum of 1 metre from the plot boundary.

11 Dogs and Children

Dogs brought onto the site are the responsibility of the owner and must always be kept under control. They must not foul or cause a nuisance or present a health and safety issue to other persons on the allotment site.

Children must be supervised at all times.

12 Livestock and bees

No bees or livestock are to be kept at the Allotments.

13 Bonfires, bbqs and lighting

Bonfires, bbqs and outdoor fireplaces such as chimineas and firepits are not permitted on the allotment sites.

No artificial lighting is to be used in the Allotment Gardens, whether for decorative or any other purpose.

14 Vermin

Plot holders must maintain their plots in a manner that discourages vermin from forming nests. No plot holder is allowed to set their own traps or to put down poison. Plot holders are responsible for the removal of vermin/insect nest on their plot and any associated cost for their removal.

NATC must be informed of any vermin infestation.

15 Chemicals

NATC encourage all plot holders to utilise organic and environmentally sound methods of pest and disease control, but it recognises that it is not always possible to do so. Plot holders must take proper precautions when using sprays/liquids to avoid adverse effects on the environment or on neighbouring plots. Chemicals must only be used, stored and disposed of in accordance with the law and manufacturer's instructions.

16 Waste

Only the composting of plant material is allowed on the Allotment sites. All other waste material must be removed from the site and disposed of in an appropriate manner.

17 Liability and Insurance

The allotment sites are covered by the Council's public liability insurance, however this only covers claims that are deemed to fall under the Council's responsibility, such as infrastructure including paths and boundary hedging and fencing. Plot holders are responsible for any other liability arising from their use of the Allotment Gardens and for the security of sheds and their contents as well as providing insurance cover for them.

18 Duty of Care

The plot holder has a duty of care even when not on site. The plot holder shall take care when using machinery, store tools safely and not leave any hole uncovered or unprotected so as to constitute a hazard. The Council accepts no responsibility for loss or damage to property or produce, or personal injury however caused.

19 Disputes/Nuisance

Abusive, aggressive, threatening or confrontational behaviour towards the Council's representatives, adjoining owners or occupiers of the Allotment Plots will not be tolerated.

Plot holders will not enter, take or remove any plants, crops or materials from other Allotment Plots without the Tenant's permission.

Any disputes, questions or issues between plot holders, or with adjoining landowners/ householders, which cannot be resolved amicably shall be referred to the Council. The Council's decision will be final in all cases. Failure to abide by these rules and/or the Council's decision may result in a termination of the tenancy.