

Allotments Policy

RESPONSIBLE COMMITTEE: SERVICES

This is a policy/procedure document of Saltash Town Council to be followed by both Councillors and Employees.

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Allotments Policy

Saltash Town Council reserves the right to change the Allotments Policy, rules and procedures from time to time. Any changes will be notified to the tenants in advance and tenants will be expected to comply with any rule changes following the consultation and notification process.

1. Introduction and Scope

Allotments and community gardens are a great way to grow your own food and enjoy the fresh air whilst learning about cultivation, observing wildlife and improving mental health and wellbeing.

Saltash Town Council provides three allotments sites in the town, Fairmead Road, Grenfell Avenue and Churchtown. Plots are allocated when they become vacant, subject to an application process to confirm eligibility and signature of a Tenancy Agreement. The Town Council operates a waiting list for all sites. (See allocation of plots below.)

2. Eligibility

Applicants for tenancy of an allotment must be over the age of 18 and live within the Saltash Town Boundary. Where a tenant moves outside of the Town boundary, they will be required to end their tenancy.

The Town Council operates a waiting list for allotments. Where a resident is added to the waiting list it is their responsibility to ensure that they notify the Town Council of any change to their contact details.

3. Allocation of Plots

When a plot becomes vacant the person at the top of the waiting list will be offered the plot in writing, usually by email. The offer should be accepted in writing within 10 working days. Where there is no response the person will be removed from the waiting list and the plot offered to the next person on the list.

A tenant may only start work on a plot on completion of all required paperwork and payment of tenancy fees. Fees may be reduced proportionally at the discretion of the Town Council where a plot is allocated part way through the year.

All allotment tenants are required to provide proof of insurance at the start of the tenancy agreement and annually at renewal. The Town Council accepts no liability for any loss, damage or injury to Tenants, or any other person or their belongings occurring on allotment sites.

4. Allotment Tenant Responsibilities

4.1. When signing the Tenancy Agreement, the Tenant agrees to the terms laid out in the agreement. Change of Contact Details

The Tenant should immediately notify the Town Council in writing of any change in contact details.

4.2. Charges

A deposit is required from all new Allotment Tenants at the commencement of tenancy, repayable on termination of the tenancy providing that the allotment plot is left in an acceptable condition.

Charges are reviewed annually by the Town Council as part of the budget setting process. Tenants are given twelve months' notice in writing of any change to charges.

Tenants will be invoiced annually and fees should be paid in full by 1st April each year to retain the tenancy of the allotment.

Water is provided at two allotment sites. Where water is provided there is an additional annual charge to Allotment Tenants on those sites

4.3. Allotment plot

The allotment should be maintained in a good state of cultivation and kept free from weeds. Pathways should be kept clear. New tenants will be permitted adequate time to bring a plot to an acceptable level of cultivation.

The land is not to be used for any purpose but as allotment gardens cultivating fruit, vegetables, herbs and flowers for use and consumption by the Tenant and their family. Selling or undertaking of a business in relation to the cultivation on the allotment plot is not allowed. Surrounding trees and

hedges may not be trimmed by Tenants. Any issues of overhanging should be reported to the Town Council.

The tenant will not deposit or allow other persons to deposit on the allotment or any other area of the site or adjoining land any waste or decaying matter except manure or compost in such quantities as may be reasonably required to cultivate the plot.

The following are prohibited on allotment sites at any time:

- 4.3.1 Dogs, poultry or livestock (as to be prejudicial to health or a nuisance)
- 4.3.2 Alcohol and/or drugs
- 4.3.3 Bonfires
- 4.3.4 Barbed wire
- 4.3.5 Taking/removal of any mineral/ gravel/ sand/earth or clay
- 4.3.6 Used tyres are not permitted. The Town Council reserves the right to remove tyres from any plot and will charge the Tenant for disposal.

5. Conduct

Tenants should not take, remove or borrow crops, equipment or supplies that belong to other Tenants without the prior consent of the owner.

Tenants should not cause or permit any nuisance or annoyance to any other Tenant or obstruct or encroach onto other plots or paths. Disputes between Tenants should be referred to the Town Council to investigate. The decision of the Town Council will be final and binding.

Use of Chemical Sprays and Fertilisers

The Town Council encourages chemical free, organic cultivation methods. However, where Tenants use pesticides or fertilisers on their plot they must:

- a. Only use domestic grade pesticides;
- b. Take all reasonable care to ensure that other plots, pathways, hedges and trees are not adversely affected;
- c. Select and use pesticides so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;

- d. Comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database to ensure that specific products may be lawfully used.

Storage of pesticides and other potentially toxic chemicals on allotment plots or in sheds is not permitted.

Subletting

Subletting of the plot is not permitted without the written permission of the Town Council.

Water

Where water is provided on site it is solely for the use of watering crops. Attachment to the water points for automatic continuous watering, sprinklers or drip feed systems is not permitted. Tenants should ensure that water is not left running unattended.

Waste

All garden waste should be composted or removed from the site. Tenants are not permitted to discard anything in the common areas, hedgerows, adjoining land or on any other plot.

Any other material including weed suppressant materials, should be removed and disposed of off-site at the end of tenancy. A disposal fee will be levied if the Town Council if this has not been done.

Parking

Where a parking facility is provided, it should be used. Parking in prohibited areas may lead to the termination of the Tenancy Agreement by the Town Council.

6. Buildings and Structures

No building or structure may be erected on the allotment without the written consent of the Town Council. Buildings/structures must conform to any relevant planning conditions laid out by Cornwall Council and specifications of conformity as determined by the Town Council.

All buildings erected with the consent of the Town Council must be maintained in a good state of repair and should only be used in connection with the use and management of the allotment plot. Residential use or sleeping is not permitted

When a tenancy agreement is terminated, the Tenant will be required to remove all buildings and structures from the plot before it is reallocated.

7. Fences, hedges and pathways

Provision and maintenance of fencing surrounding the allotment plot is the responsibility of the tenant. Barbed wire is not permitted.

Pathways between allotment plots should be cut and trimmed up to the nearest half width by each adjoining Tenant whilst maintaining a width of 2 feet (60cm).

Hedges forming part of or abutting the allotment plot are the responsibility of the Tenant. Hedges should not be cut and trimmed between 1 March and 31 August except to maintain safe access and should be checked for nesting birds.

8. Town Council Responsibilities

The Town Council will promote best practice on all allotment sites and encourage sustainable environmental management.

Site Management

The Town Council will seek to ensure the sites are accessible and usable for all allotment tenants.

The Town Council will undertake regular site inspections and reserves the right to access any plot to undertake inspections. Weekly site inspections will include checking the condition of paths, gates, site boundaries and identify any other issues that need resolving.

Plots will be inspected at regular intervals to ensure they are in active use and being cultivated.

Allotment tenants should report any site problems to the Town Council .

9. Termination of Allotment Tenancy Agreements

9.1. Cancellation by the Tenant

Tenants wishing to cancel their Tenancy Agreement should do so in writing to the Town Council. The Town Council will not refund any rent paid in that year where the cancellation is at the request of the tenant.

9.2. Cancellation by the Town Council:

The Town Council has the right to terminate the tenancy agreement where the Tenant is in breach of the allotment rules as agreed by the Tenant when signing the Tenancy Agreement.

9.3. Enforcement

The following enforcement procedure will apply:

- 9.3.1. Formal warning – Tenants who fail to comply with their tenancy agreement will be contacted in writing and requested to undertake the required actions or contact the Town Council to discuss any extenuating circumstances within 15 days or be issued with a notice to quit.
- 9.3.2. Notice to quit – Tenants who fail to respond to a formal warning within fifteen days and undertake the required actions or contact the Town Council to discuss any extenuating circumstances will be given written notice to quit within 30 days of the date of the notice.
- 9.3.3. Where a Tenant has been given notice to quit and fails to vacate the allotment, the Town Council is entitled to take possession of the plot including any items remaining on the plot and exclude the Tenant. The Town Council will not refund any rent paid in that year where the Tenant is in breach of their tenancy agreement.

9.4. Power to Evict

In the event of a serious breach of the Tenancy Agreement or where the Tenant becomes bankrupt or compounds with their creditors, the Town Council reserves the right to serve immediate notice to quit.

Non-payment of charges

The Council reserves the right to terminate the Tenancy Agreement giving one month's written notice to quit where the allotment rent is in arrears for 40 days or more.

9.5. Breach of residential conditions

If it appears to the Town Council that the Tenant, not less than three months after the commencement of the tenancy, is resident more than one mile outside of the Town Boundary, the Town Council may give the Tenant a month's written notice terminating the Tenancy.¹

9.6. Death of a Tenant

The tenancy of the allotment shall terminate upon the death of the tenant. Next of kin will be given adequate time to remove personal possessions and produce from the plot. Unless otherwise agreed in writing, the tenancy will terminate two months after the death of the tenant.

The plot will be returned to the possession of the Town Council in the interim period until a new tenant is assigned.

9.7. Return of land

Where the land being used as Allotment Gardens is required for providing new services, the Town Council shall cancel Tenancy Agreements. In such circumstances the Town Council shall give Tenants 12 months written Notice to Quit expiring on or before 6 April or on or after 29 September in any year.²

10. Complaints

All complaints should directed to the Town Clerk. The Town Council Complaints Procedure can be found on the Town Council website.

11. Personal Data

Allotment Tenants and residents who supply their personal data to be added to the Allotment Waiting List should refer to the Privacy Notice on the Town Council website for details on how we use your data.

¹ s.30(2), 1908 Act as amended by s.23, 1922 Act

² s.1(1)(a), 1922 Act as amended by s.1, 1950 Act

Appendix 1: Definitions

Saltash Town Council:

Includes any committee of the Town Council and/or any Officer of the Town Council appointed under the Allotments Acts 1908 and 1950.

Allotment garden:

A piece of land not exceeding 250 square metres although there is no set standard size.

Allotment Tenant:

A person over the age of 18 who resides within the Saltash Town boundary and has entered into a Tenancy Agreement for an allotment on one of the Town Council sites.

Allotment Tenancy Agreement:

The legal document signed by the Tenant and Saltash Town Council when renting an allotment.

Allotment Rent:

The annual charge for renting an allotment from the Town Council.

Cultivation:

Actively growing plants or with a plot ready to accept crops during the main growing season on not less than 50% of the total plot area.

Non-cultivation Notice:

A formal notice issued by the Town Council notifying the Tenant of the requirement to commence cultivation or face further action that might lead to the termination of the Allotment Tenancy Agreement.

Appendix 2: Relevant Legislation

The Legislation relating to allotments

Small Holdings and Allotments Act 1908

Consolidated all previous legislation and laid down basis for all subsequent legislation.

Placed a duty on local authorities to provide sufficient allotments, according to demand.

Made a provision for local authorities to purchase compulsory land to provide allotments. Established the framework for the modern allotments system.

Land Settlement Facilities Act 1919

This Act was mainly to assist returning servicemen and opened up allotments to all, not just 'the labouring population'. Made metropolitan borough councils allotment authorities for the first time.

Allotments Act 1922

This Act was established to provide allotment tenants with some security of tenure. It also provided tenants with greater compensation at the termination of their tenancy and limited the size of an allotment to one-quarter of an acre, specifying that it should be used mostly for growing fruit and vegetables.

Allotments Act 1925

Required local authorities to recognise the need for allotments in any town planning development. Established 'statutory' allotments which a local authority could not sell or convert to other purposes without Ministerial consent. This Act was intended to facilitate the acquisition and maintenance of allotments, and to make further provision for the security of tenure for tenants.

Allotments Act 1950

This included:

- the amendment of the provisions relating to rents that may be charged for allotments;
- the extension of period of notice to quit to 12 months for allotment gardens;

- compensation payable to plot holder at whatever season of the year a tenancy terminates;
- making plot holders who have allowed their plot to deteriorate through neglect liable to pay compensation on quitting; and
- allowance of certain forms of livestock (hens and rabbits) to be kept although this can be, in some cases, restricted by local by-laws*.

***NOTE: Saltash Town Council does not permit any form of livestock on allotment plots.**

Other legislation:

The Local Government Act 1972 amended the allotments legislation in a number of matters of detail, for example, removing the requirement upon local authorities to establish allotments committees (contained in Section 12 of the Allotments Act 1925).

Other Acts which have impacted upon allotments include the Town and Country Planning Act 1990, the Local Government Planning and Land act 1980 and the Acquisition of Land Act 1981.

Appendix 3: Templates Notifying Breach of Tenancy Agreement

All notices to be sent by email (if available) and registered delivery post.

1. Formal warning

Following an inspection of the allotments at <insert allotment site> on <insert date> it has been observed that your plot has not recently been cultivated or maintained to the standard required by your Tenancy Agreement.

In order to retain your tenancy you have 15 days from the date of this notice to cultivate your allotment or contact the Town Council to explain why you are having difficulties in maintaining the plot.

If you do not wish to retain the Tenancy please let me know as the Town Council has a long waiting list .

If I do not hear from you or you do not commence cultivation of the allotment plot I will have no option but to start proceedings to evict you from the plot and terminate your tenancy.

2. Notice to quit

Allotment plot number:

Despite a formal written warning issued on <insert date> and following a further inspection carried out on <insert date>, it has been observed that the plot remains uncultivated and in a poor condition. You have not contacted the Town Council to explain if there are extenuating circumstances for the condition of the plot.

As there is a long waiting list for allotment plots on this site, I am left with no option but to terminate your tenancy and issue a notice to quit. You have 30 days from the date of this letter to remove any belongings from the plot. Any items remaining after this period will become the property of the Town Council. Any waste disposal required may incur a fee.