



CHALGROVE PARISH COUNCIL – ALLOTMENT POLICY

1. Scope of the Policy

- (a) Chalgrove Parish Council manages the Mill Lane and Bypass allotment sites, along with offering administrative support to the Lamb Allotment Committee.
- (b) This policy applies to the allotment sites managed by Chalgrove Parish Council:
 - Bypass site
 - Mill Lane site
- (c) Chalgrove Parish Council reserves the right to update the Allotments Policy at a time of its choosing.

2. Aims of the Policy

- (a) To improve and/or maintain the quality of the allotment environment for tenants.
- (b) To administer waiting lists.
- (c) To support tenants and enforce the Tenancy Agreement.
- (d) To ensure that the allotments service is totally funded by those who use the service.
- (e) To provide allotments in line with the Local Government Act 1972.

3. Management of Allotments

- (a) The Parish Clerk is responsible for the day to day management and letting of allotments.
- (b) The Allotment Committee made up of Parish Councillors, and public representatives, has an overview of allotments management, policies and procedures. The Allotments Committee reviews proposed changes to the Allotment Policies and makes recommendations to the Full Council where it does not have delegated authority.

4. Delegated Authority

The Parish Clerk has delegated authority to:

- (a) Administer the waiting list.
- (b) Allocate and transfer plots.

The Allotment Committee has delegated authority to:

- (a) Agree policies and procedures for allotments.
- (b) Appoint any public representatives.
- (c) Undertake site assessments and any subsequent warnings for breach of the Tenancy Agreement.
- (d) Approve termination of tenancies for breach of the Tenancy Agreement.
- (e) Deal with complaints or disputes regarding the allotment sites and/or tenants.

Chalgrove Parish Council (Full Council) are responsible for:

- (a) Approval of all expenditure, maintenance work, improvements, property and equipment.
- (b) The setting of water charges and rents for allotment plots.
- (c) Decisions on the current and future use of the allotment land.
- (d) Dealing with any complaints or disputes unable to be resolved by the Allotment Committee.

5. Tenancy Eligibility

- (a) Applicants for allotment plots must be a minimum of 18 years old.
- (b) An application can only be made in the name of one person; joint tenancies are not permitted.
- (c) Existing joint tenancies will be allowed to continue until their expiration or termination.
- (d) Applications may be accepted by community organisations/charitable groups, with the applicant being the organisation's/group's representative.
- (e) Applicants must reside within the Parish Boundary.

6. Management of Waiting List

- (a) Application is by the formal application form only, and must be returned to the Parish Clerk for inclusion on the waiting list.
- (b) Waiting lists are sorted on a strictly 'first come, first served' basis. New applicants will be added to the bottom of a waiting list.
- (c) No priority will be given to applicants representing a community organisation/charitable group.
- (d) When a plot becomes vacant, an offer will be made by the Parish Clerk to the applicant who is at the top of the waiting list.
- (e) If an offer of tenancy is rejected, the applicant can choose to remain at the top of the waiting list. If no response to the offer is received the applicant will be removed from the waiting list. After three offers for tenancy are rejected, the applicant will be removed from the waiting list. The applicant can provide a new application for an allotment and will rejoin the bottom of the waiting list.
- (f) The Parish Clerk will periodically contact applicants on the waiting list and remove those who are no longer interested or eligible, or who do not reply.
- (g) Evicted plot holders may not reapply for an allotment plot for a period of 2 years. Evicted plot holders who reapply will only be included on the waiting list after a decision is made by the Allotment Committee.
- (h) The applicant at the top of the waiting list will be passed over by other applicants if they already hold a tenancy on a Chalgrove Parish Council site.

7. Letting Procedure

- (a) On acceptance of an offer of a tenancy, a representative from the Allotment Committee will arrange to meet the new tenant on site.

8. The Tenancy Agreement

- (a) The applicant will be the main user of the allotment plot, or the representative of a community organisation/charitable group, and will be the named tenant on the Tenancy Agreement.
- (b) All tenants will be required to sign the Tenancy Agreement, which will include the terms of this policy.
- (c) Chalgrove Parish Council will initiate enforcement proceedings if a tenant, or person for whom the tenant is responsible, fails to comply with the terms of the Tenancy Agreement.
- (d) It is the responsibility of the tenant to inform Chalgrove Parish Council of any change of address and update any other information relevant to their tenancy, such as illness or incapacity. Any communication will be sent to the latest address provided, and will be deemed by Chalgrove Parish Council to have been delivered to the tenant.

9. Charges

- (a) Annual charges to tenants consist of allotment rent and water usage. Rent and water charges are added together and invoiced on the same bill.
- (b) The cost of providing allotments will be covered by the charges levied to plot tenants:
 - Rent collected will cover management and maintenance costs.
 - The previous year's water costs will be equally sub-divided between all tenants.
- (c) Invoices will be distributed in April each year, and tenancies will run from the 1st April to the 31st March in accordance with Chalgrove Parish Council's financial year.
- (d) Non-payment after 40 days will be taken as an indication of cessation of tenancy.
- (e) Full rent and water charges will be payable for plots taken up before the end of June in each year. For plots taken up after June charges will be pro rata for the number of full months remaining to run up to 31st March. No charges will apply for plots taken up after 30th November for that financial year.

10. Site Inspections

- (a) All allotment sites and plots managed by Chalgrove Parish Council will be inspected at least twice a year, usually within growing season, and with no advance warning.
- (b) More frequent inspections will be made where it is deemed appropriate and upon request.
- (c) Inspections will be carried out by at least 2 representatives of the Allotment Committee.

11. Site Facilities

- (a) A notice board on site should display information such as communications from Chalgrove Parish Council and the main rules and regulations.
- (b) Permission is to be obtained by tenants before placement of their own information.
- (c) Mains water is supplied with all annual usage split proportionately between tenants.

12. Allotment Use

- (a) The tenant must use the allotment for domestic purposes only and for no other purpose.
- (b) Business or trade use of an allotment plot is strictly forbidden.
- (c) Organic gardening, composting, recycling and promoting biodiversity are positively encouraged by Chalgrove Parish Council on all allotments sites.
- (d) The Tenant is responsible for the behaviour, conduct and actions undertaken by any person that the Tenant allows to enter the allotment site.
- (e) Chalgrove Parish Council reserves the right to refuse admittance to the allotment to any person, other than the Tenant, if circumstances dictate.
- (f) Children brought onto the tenant's plot are to be supervised at all times by said tenant.
- (f) It is forbidden to stay overnight or live on an allotment plot.

13. Sub-Dividing of Plots

- (a) When a plot becomes vacant it will be assessed for re-sizing by the Allotment Committee and may be split into two or more smaller plots to accommodate more applicants.

14. Passing On of Plots

- (a) A plot can be passed on from one close family member to another in the event of illness, disability or death – restricted to parent, son, daughter, or spouse/partner who does not already hold an allotment plot, and approved beforehand by the Allotment Committee.
- (b) Where the tenant has been representing a community organisation/charitable group, the tenancy may only be passed on to another representative of the same community organisation/charitable group.

15. Changing Plots

- (a) An existing tenant can apply to take over a vacant plot on the same site, in exchange for their own, without the need to be added to the waiting list, following approval from the Allotment Committee.
- (b) Any exchanged plots must be left in good condition and be of a similar size.

16. Subletting of Plots

- (a) The plot holder shall not enter into an agreement, verbal or written, to sublet or reassign an allotment plot or any part of it to any party under any circumstances.

17. Cultivation of Plots

- (a) A minimum of 50% of the plot area must be cultivated for growing - namely vegetables, herbs, fruit, other edible crops, and flowers.
- (b) A maximum of 50% of the plot area may be put to other uses such as grassed lawn, or space for structures which are compliant with Policy Item 23.
- (c) It is not permitted to keep an allotment plot or a portion of it, which in the opinion of the Allotment Committee, is in an untidy, overgrown, unkempt or seemingly abandoned state.
- (d) Weeds must be controlled to prevent seeds spreading to other plots.
- (e) Pernicious plants must be eradicated.
- (f) No new trees are allowed to be planted on an allotment plot or any other part of the site, without permission.
- (g) When using sprays and fertilisers, all reasonable care must be taken to ensure that adjoining hedges, trees, crops, and plots are not adversely affected.
- (h) So far as possible, chemicals for spraying, seed dressing or for any other purpose must cause the least harm to members of the public and wildlife, other than pests or vermin, and comply at all times with current regulations.

18. Nuisance

- (a) A tenant must not cause or permit any nuisance to any other tenant or to the owners or occupiers of any adjoining or neighbouring property.
- (b) A tenant must not obstruct or encroach onto any path or roadway used or set out by Chalgrove Parish Council or used by the owners or occupiers of any adjoining or neighbouring property.
- (c) Chalgrove Parish Council will not tolerate any threatening, violent, bullying, or intimidating behaviour by tenants under any circumstances.

19. Fires

- (a) The use of fires to dispose of allotment waste is discouraged as smoke creates a nuisance to other tenants and neighbouring properties.
- (b) In order to reduce the nuisance of smoke:
 - Keep smoke to a minimum by only burning dry waste
 - Consider wind direction in order that smoke does not cause a nuisance to residents of nearby properties and/or other tenants.
 - Never burn items that produce noxious smoke such as plastics, vinyl, rubber, carcasses etc
- (c) It is strictly forbidden to bring waste onto an allotment site for burning.
- (d) Compostable material should be actively recycled and the burning of compostable material is actively discouraged. Recyclable material must not be burned.
- (e) Bonfires must be built on the same day as they are lit to prevent harm to small mammals which use unlit bonfires as habitat.
- (f) The amount of material burned must be kept to a minimum. Where possible use alternative methods of disposal such as a household waste recycling centre.
- (g) The duration of any fire should be minimised, of a manageable size, and never left unattended.
- (g) Bonfires must be fully extinguished before the tenant leaves the site.

20. Animals and Livestock

- (a) No animals or bees are allowed to be kept on allotments plots without the express permission of the Allotment Committee.
- (b) Plot holders must comply fully with the Animal Welfare Act 2006.

21. Dogs

- (a) Dogs must be kept on a short lead at all times and must never be left unattended.
- (b) Dogs must not cause a nuisance; continuous barking for example.
- (c) Dog mess must be cleared up by the dog owner and disposed of responsibly off site.

22. Pest Control

- (a) Pest control on allotment sites is the responsibility of tenants not Chalgrove Parish Council.
- (b) The Allotment Committee will take action against tenants who fail to adopt good husbandry practices in order to deter rodent infestation, and remediation costs may be passed to those tenants at fault.

23. Buildings, Fencing and Structures

- (a) Existing buildings, fencing and other structures must be of an appropriate design, fit for purpose and in a good state of repair.
- (b) Any buildings, fencing or other structures that are considered to be unsafe in the opinion of the Allotment Committee will be removed by the tenant, or by Chalgrove Parish Council and charged to the tenant.
- (c) Any new buildings, fencing or other structures should be to a good standard and must not make use of cement or other bonding materials in their construction, including bases without the express written permission of the Parish Council.
- (d) All new buildings, fencing and other structures require the express written permission of the Allotment Committee:
 - Asbestos materials are strictly forbidden.
 - Fencing used on allotments plots should be no higher than 1M and should not prevent an unhindered inspection of the whole plot.
 - Barbed wire is not permitted for any fencing that adjoins any pathways or that may cause harm to other tenants.
 - Tenants are advised to submit designs and location plans of any proposed buildings, fencing or other structures for approval to avoid the risk of having to subsequently remove or relocate them.
 - New plot holders can request that buildings, fencing and other structures should be left behind. In these cases, the plot holder takes on full liability for their condition, safety and eventual removal.
- (d) 'Buildings' can refer to any building, shed, or greenhouse.
- (e) 'Fencing' refers to any fencing situated on the boundary line of individual plots. Fencing surrounding the perimeter of the site are the responsibility of Chalgrove Parish Council.
- (f) 'Structures' can refer to any structure, poly tunnel, or water butt.

24. Vehicles

- (a) Motor vehicles are not allowed onto an allotments site other than to access a car park if available.
- (b) Storage of motor vehicles, trailers and caravans on an allotment site is forbidden.
- (c) Removal of the wheels does not make storage of a vehicle permissible.

25. Waste Management

- (a) Tenants are wholly responsible for correct handling and proper disposal of waste from their allotment plot.
- (b) It is strictly forbidden to bring waste or other harmful material onto an allotment site.
- (c) Fly tipping, dumping of waste or adding to dumped waste on any part of an allotment site is strictly forbidden and will result in immediate termination.
- (d) The use of old carpets as a weed suppressant is not permitted.
- (e) It is strictly forbidden to bring any asbestos, or products containing asbestos, onto an allotment site.
- (f) Chalgrove Parish Council will pass removal and disposal charges onto a tenant who is known to have brought any harmful materials onto site.

26. Leaving a Plot

- (a) When a tenant leaves a plot, it should be in good condition and free of any buildings, fencing or other structures not in a good, usable order.
- (b) Chalgrove Parish Council will clear plots that are not in an acceptable condition and will recharge the departing tenant up to £100. Chalgrove Parish Council will not be held responsible for any losses in produce or materials arising from this action.

27. Warning Procedure

- (a) Upon undertaking a site visit the Allotment Committee may write to any tenant to report that they have breached the Tenancy Agreement, if it is deemed so:
 - A warning letter will be issued to the tenant requesting immediate action.
 - An assessment of the plot will be undertaken by the Allotment Committee after 2 weeks.
 - If, within 4 weeks, no action has been taken the Allotment Committee will terminate the tenancy.
 - Repeated warnings may result in the immediate termination of the tenancy.

28. Termination of Tenancy

- (a) Enforcement proceedings will be initiated, which may result in the termination of tenancy, if the terms of the Tenancy Agreement have been broken in the opinion of the Allotment Committee.
- (b) Chalgrove Parish Council will not refund any rent or water charges accrued, which will contribute towards the cost of terminating the tenancy, and will pursue any unpaid debt.
- (c) Tenants may voluntarily terminate their tenancy at any time.

29. Complaints

- (a) Complaints regarding the site, plots, or tenants are to be sent in writing to the Parish Clerk.
- (b) Complaints are to be assessed by the Allotment Committee and any action agreed communicated to the complainant and complainee.
- (c) Written statements from all parties may be requested in order to make an informed decision.
- (d) The complaint is to be passed to Full Council if unable to be resolved by the Allotment Committee.
- (e) Any complaints regarding Parish Councillors, the Allotment Committee, or the Chalgrove Parish Council should be referred to the Chalgrove Parish Council Complaints Policy – Ref COM1.