



ALLOTMENT POLICY – TOP FIELD AND HAYMAN’S CLOSE

**THIS POLICY IS TO BE READ IN CONJUNCTION WITH THE ALLOTMENT AGREEMENT,
HEALTH & SAFETY GUIDE TO ALLOTMENTS AND OTHER GUIDANCE**

POLICY TITLE	Allotment Policy – Top Field and Hayman’s Close
POLICY NO	32
DATE ADOPTED	Approved by Town Council 14 January 2021
POLICY AIM	To ensure a fair and consistent approach in the management of the allotments.

Hereinafter, Cullompton Town Council will be known as “the Council”.

1. INTRODUCTION

The Council has a statutory duty to provide allotments to improve people’s quality of life by promoting healthy food, exercise and community.

2. OUR AIM

It is the aim of the Council to provide allotments of an acceptable standard to enable individuals to improve their quality of life, health and diet, by growing their own food and providing a place to relax at a reasonable cost.

3. OBJECTIVE

The primary objective is to manage and administer allotment sites in convenient locations to serve the community within the Council’s Parish boundaries. This requires the Council to ensure that allotments are kept in a reasonable condition and Tenants are treated equally and fairly under the terms and conditions of their Tenancy Agreement.

Note: *While allotments are for the benefit of parishioners, should allotment plots remain vacant then an application from someone outside of the Parish boundary may be considered.*

4. RESOURCES

As the service is primarily for individuals rather than the benefit of the whole community the Council will keep any subsidy towards running costs to a reasonable level.

The Council is responsible for the allotment sites at:

Top Field: Owned by the Council; **Hayman’s Close:** Leased from Mid Devon District Council

5. COUNCIL RESPONSIBILITIES

Where the Council is responsible, it will maintain the infrastructure of the sites including outside border paths, mains water supplies (where provided) and site boundary: walls, fences, gates and associated locks. (Point 12.1 – Security refers.)

The Council will undertake regular inspections of Allotment sites (Point. 13 – Inspections & Notices refers) to ensure that plots are maintained to a satisfactory standard in order they do not cause a nuisance to adjoining/neighbouring plots and to encourage the prompt re-letting to those on the waiting list should a plot become available.

The Council will review Allotment rents on an annual basis and will, with one year's notice, inform Tenants of any changes to the fees. (Point 10 – Rents refers)

6. APPLYING FOR AN ALLOTMENT

All applicants are to complete an Allotment application form. Once received, the applicant's name will be added to the waiting list. All applications will be recorded in date order of receipt and where a waiting list occurs, allotments will be offered to applicants in this order.

7. WAITING LIST FOR NEW APPLICANTS

The Council maintains a primary and secondary waiting list of prospective Tenants. The primary waiting list is for those living in the Parish who do not already rent an allotment from the Council, this system operates on a first come, first served basis and takes priority over the secondary waiting list.

The secondary waiting list is for those who already rent an allotment from the Council and would like an additional allotment, this system operates on a first come, first served basis, but will only be considered if there is nobody on the primary waiting list. Existing Tenants will also have to prove they are eligible for a second allotment by consistently achieving good to excellent inspection results.

To avoid a lengthy waiting list for allotments, new Tenants will generally be offered a half allotment. Tenants will not be entitled to more than the equivalent of one allotment plot (or two half plots) unless there are no other applicants on the waiting list.

8. WHEN AN ALLOTMENT BECOMES VACANT & ACCEPTING AN ALLOTMENT

The Council will make arrangements for viewings. If the prospective applicant wishes to accept the plot, a Tenancy Agreement will be issued with an agreed starting date together with a rental invoice, Health & Safety Regulations leaflet and Bonfire leaflet, all of which are to be read in conjunction with this Policy. If the Council does not hear from the applicant within five working days, it will be assumed that they are no longer interested in having an allotment and their name will be taken off the waiting list. The allotment will then be offered to the next person on the waiting list.

Rent for tenancies commencing after the annual due date shall be pro-rata. Once the signed Tenancy Agreement and payment have been received by the Council, the applicant can start work on the allotment.

9. DECLINING AN ALLOTMENT

An applicant will be offered up to three allotment plots after which they will go to the bottom of the waiting list.

10. RENTS

A whole year's rent is to be paid in advance on the due date of 31 May. The level of rent will be reviewed annually and used to cover the cost of running the allotment sites. Whilst the Council will take into account individual circumstances, failure to make payment of rent within 40 days will lead to eviction. Should the Council need to undertake any work e.g. to clear the site of weeds, structures or an accumulation of waste, the cost of clearing/reinstating the plot will be invoiced to the plot holder.

11. ENVIRONMENTAL REQUIREMENTS AND OBJECTIVES

The Council requires Tenants to maintain their allotments in a sustainable and environmentally friendly way. Tenants will comply with this objective by:

- 11.1** Re-using materials and where available, use of products using recycled materials in their manufacture.
- 11.2** Minimal use of pesticides (see 20.10)
- 11.3** Minimal use of herbicides (see 20.10)
- 11.4** Minimal use of artificial fertilisers.
- 11.5** Reduction in mains water consumption by encouraging the collection of rainfall from shed roofs or other means of collection.
- 11.6** Composting materials arising from cultivating and maintaining the allotment (i.e. vegetable waste, cuttings, grass clippings, etc.).
- 11.7** Minimal use of bonfires to dispose of waste material from the allotment (see separate Bonfire Leaflet restricting timing and use of bonfires).
- 11.8** Promptly removing from site inappropriate materials and likewise any redundant materials no longer required for normal use and disposing of the same off site and in an appropriate manner.
- 11.9** No barbed wire must be used.

12. SITE IMPROVEMENTS, SECURITY, MAINTENANCE AND PEST CONTROL

12.1 Site Security

The Council will maintain site boundary walls, fences, gates and their locks (where supplied) in good order to maintain a reasonable level of site security. Locks will be combination padlocks and the Council will issue the relevant numbers to all Tenants. Tenants will co-operate with the Council in maintaining site security and will ensure that gates are locked when leaving the site.

The Council has no liability in respect of Tenant's losses due to theft or vandalism.

Tenants are responsible for the care, cultivation and maintenance of their allocated allotment plot and likewise their own property. If a Tenant's property is stolen or vandalised, they are encouraged to inform the Council and report the incident or loss to the Police.

12.2 Pest Control

In the event of an infestation by rats, wasps or hornets such that public safety is at risk, the Council will take all reasonable steps to control such infestations, particularly where nests are in boundaries to the site. Tenants will take all reasonable steps so as not to promote rat infestations by ensuring that foodstuff and other waste materials likely to encourage rats are not left on site.

12.3 Self-Help Site Improvements and Maintenance Works

Where individuals or 'Associations' seek to undertake improvements or maintenance works, those planning such works should seek the Council's formal approval. All such works should be well planned and undertaken in a safe manner, utilising only those individuals possessing the appropriate skills and capabilities to complete the work.

13. INSPECTIONS & NOTICES

The Council recognises that regular inspections are key to the effective management of allotments. Inspections may be undertaken at any time by any Council member of staff or Committee member, who is entitled to enter and inspect any allotment.

To assist in achieving consistency in undertaking and scoring individual plots, the Council will apply a common set of criteria measuring the extent to which the plot is cultivated, general tidiness, the Tenant's adherence to council policy and site rules, and commitment to and application of the Council's Environmental Requirements and Objectives as set out at Clause 11. above.

In the event of a breach in policy, site rules or tenancy agreement, an appropriate notice may be served on a Tenant either personally, by email or letter at the last known place of residence. The Notice will outline the Council's concern, details of any breach and the corrective action required. Failure to abide by the notice will result in termination of the Tenancy Agreement.

14. HEALTH & SAFETY

Tenants must abide by relevant statutory requirements together with Cullompton Town Council's own site rules and Health & Safety Guide to Allotments guidance, as currently in force.

15 REPRESENTATION

All Allotment Tenants are welcome to attend meetings of the relevant Committee/Sub-Committee meetings of Cullompton Town Council and are able to speak within the Public Participation section of the meeting/s to raise any issues which they may have. Meeting dates can be found on the Council's website: www.cullomptontowncouncil.gov.uk

16. TENANCY AGREEMENT

The Tenancy Agreement is between the Council and the allotment Tenant, it sets out the terms and conditions of having the allotment. This includes a recommendation that Tenants have Public Liability Insurance. Upon signing the Tenancy Agreement, it will be assumed that the Tenant is fully aware of and will abide by the Agreement itself, the Council's Policy and Site Rules.

17. SHARING AND SUB-LETTING

The Tenancy Agreement is with one named individual, there are no joint tenancies. Family or friends may assist the Tenant on their allotment, but the tenancy will be in the name of the Tenant.

In some circumstances, assistance from other individuals may be required and in this instance the Council should be notified, and the Co-Worker registered with the Council. To register a Co-Worker on the allotment, the Tenant and Co-Worker are both required to complete an application form. A copy of the Allotment Policy will be issued and signed for by the Co-Worker. The Tenant is required to put in writing to the Council the Co-Worker's name, address, telephone number and email address. Should the Tenant wish to relinquish their allotment and if their Co-Worker wishes to take over the tenancy, then the Co-Worker (who must be registered and live within the Parish) may become the Tenant by applying to the Council.

Allotments cannot be sub-let. If the Tenant wishes to give up part (say, one half of a full plot) of their allotment, the surrendered part will be offered to the next person at the top of the waiting list and charged on a pro-rata basis.

18. TERMINATION OF AN ALLOTMENT TENANCY

The tenancy of an allotment will terminate in the following circumstance:

- 18.1** Upon the death of the Tenant.
- 18.2** Upon the Tenant giving notice of their wish to give up their tenancy.
- 18.3** After having given one month's notice in writing, the Council may terminate the tenancy in the following circumstances:
 - 18.3.1** If the rent or any part of it is in arrears after 40 days.
 - 18.3.2** If, following routine inspections by the Council it is apparent that the Tenant has not duly adhered to the Site Rules or any other term or condition of tenancy.
- 18.4** Should the Council wish to terminate or alter any Agreement they must give the Tenant six months' notice in writing.

19. VACATING AN ALLOTMENT & LIABILITIES ARISING

A vacating Tenant will be responsible for clearing the allotment of general rubbish and to leave it in a clean and tidy condition. A charge will be made by the Council for the removal of any rubbish remaining on the plot.

Any temporary structure/s including a shed, greenhouse or a poly tunnel which a Tenant wishes to leave on their plot will require approval from the Council. Temporary structure/s must be cleared of their contents by the vacating Tenant and failure to clear said items will result in a charge. Where structures are in poor condition and have not been removed by the Tenant, a charge will be made by the Council to clear the plot.

If a plot is abandoned or is deemed to have been abandoned, the Council will keep the area trimmed and where necessary, treat the plot with weed-killer and/or weed suppressant sheeting to ensure that the plot is maintained to an acceptable standard and to expedite the renting of the plot to a new Tenant.

20. GENERAL CONDITIONS OF TENANCY

The Tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy of all allotments held by the Tenant being terminated. The Council's decision is final.

- 20.1** Prior to taking up tenancy of an allotment plot, the Tenant will be required to pay the annual rent in advance. Should a tenancy start part way through the year, the annual rent will be charged on a pro-rata basis.
- 20.2** The Tenant will not use the allotment for any other purpose than as an allotment.
- 20.3** The Tenant will keep the allotment clean, tidy, fertile and in a good state of cultivation. Cultivated plants should be maintained in active, healthy growth with care being taken to minimise the growth of invasive or alien species, noxious weeds and other species that are subject to legislative control.
- 20.4** Tenants are always expected to conduct themselves in an appropriate manner treating others with due respect; anti-social, nuisance or aggressive behaviour will not be tolerated. The Tenant must not cause damage to another Tenant's property or crops, nor to the infrastructure of the site e.g. paths, fences, gates etc.
- 20.5** Bonfires may only be lit at the times as illustrated in the Bonfire leaflet. In any case, bonfires must not be lit before:
- April to September - Do not light bonfires before 6pm.
 - October to March - Do not light bonfires before 4pm.

Once lit, a bonfire must not be left unattended until extinguished and no longer posing further risk of fire. Household rubbish must not be burnt on any plot; only items from a Tenant's plot may be added to a fire.

20.6 If a Tenant wishes to erect a shed, greenhouse or a poly tunnel on their allotment, prior approval must be sought from the Council by completing the relevant application form. Any such structure must be maintained in good condition, a shed/greenhouse should not exceed 8' x 6' and a poly tunnel should cover no more than a third of the area of the allotment. Sheds, greenhouses and poly tunnels should be of a temporary construction that will allow for their removal at some point in the future. They must not include asbestos, glass or any toxic material/s.

Once a Tenant decides to vacate their plot, the Council will decide if their shed, greenhouse or poly tunnel may remain in situ, however the contents must be removed. If the Council decides that a shed, greenhouse or poly tunnel needs to be removed (either on an existing or vacating Tenant's plot) this will be the responsibility of the Tenant. Should the Council need to arrange for the removal of a shed, greenhouse or poly tunnel, then the associated costs will be invoiced to the Tenant.

20.7 If a Tenant wishes to erect a fence on any part of their plot, then prior approval must be sought by writing to the Council to request permission; the material to be used and its location must be specified. Should permission be granted for the installation of a fence, this will relate solely to a wooden fence (painted/bare wood acceptable), no higher than 1 no. metre, which must not be a trip hazard nor affect any, impinge or block access to, any neighbouring plots or pathways. Any fence must be maintained in good condition. Once a Tenant decides to vacate their plot the Council will decide if the fence may remain in situ. If the Council decides that the fence needs to be removed, this will be the responsibility of the Tenant. Should the Council need to arrange for removal of any fencing, then associated costs will be invoice to the Tenant.

20.8 The Tenant must not enter any allotment other than their own, without the permission of the relevant allotment holder or in the case of a vacant allotment, the Council.

20.9 Tenants are required to notify the Council of any change of address, telephone number or email address as soon as possible.

20.10 No toxic or hazardous materials should be stored on the Allotment. Any pesticides or poisons such as rat bait must comply with current legislation regarding their use and storage. All such materials must be stored in a safe manner and not be allowed to become a hazard or nuisance to others.

20.11 The Tenant must not leave any tools or other equipment unattended on common pathways or other areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

20.12 The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the Council accepts no responsibility for the loss of, or damage to, such items however caused, nor does the Council accept any responsibility for any injury caused by such items howsoever caused.

20.13 Glass must not be used on any allotment plot e.g. shed windows, greenhouses, cloches to negate injuries to any plot holder or visitor to the site.

- 20.14** Allotments must be used for the purpose of an allotment garden only. It must be wholly or mainly used to produce vegetables, flowers or fruit for the consumption by the leaseholder or his/her family. It must be kept free from weeds and every part must be maintained in good condition. It is expected that at least 75% of the plot will be kept cultivated.
- 20.15** All paths on the perimeter of each allotment plot are the responsibility of adjoining Tenants. Paths must not be undercut nor reduced to less than 18 inches but ideally 24 inches to avoid the creation hazards likely to cause trips or falls. Where undercut or reduced to less than 18 inches in width then the responsible Tenant will be required to reinstate the paths.
- 20.16** All Tenants must ensure the clear display of supplied number/row markers on the edge of their plot nearest the middle path at all times in order to define their plot.
- 20.17** Where a mains water supply is provided by the Council, water may only be drawn and transferred by way of buckets or watering cans. The use of hoses is prohibited.
- 20.18** If dogs are brought on to allotment sites they must always be kept under control by way of lead or secure tether.
- 20.19** While kitchen cuttings and other compostable material may be used in making compost, cooked food waste is not permitted. No household refuse to be deposited on the Allotment site.
- 20.20** There is to be no fly tipping on site either by way of dumping surplus or waste materials (including vegetation) within the site boundary or by way of bringing on to the site materials and rubbish not required for the purposes of cultivation. Tenants will be responsible for disposing of all waste materials off site in an appropriate manner.
- 20.21** Chickens nor other livestock will not be kept on the Allotment site.
- 20.22** The Council has the right to refuse admission to any person attending the plot unless that person is accompanied by the Tenant or a member of the Tenant's family.
- 20.23** Disputes between Tenants will be referred to the Council, whose decision is final.
- 20.24** Cars shall not be parked in a manner likely to obstruct access to adjoining premises, facilities or Town Cemetery.
- 20.25** The use of a BBQ is not permitted without prior written consent from the Council for a particular occasion.
- 20.26** If a Tenant wishes to install a pond on their allotment, prior approval must be sought in writing from the Council by completing the relevant application form. Any such structure must be maintained in good condition and should not exceed 15% of the size of the plot.

Once a Tenant decides to vacate their plot, the pond and any associated material/s must be removed and the plot returned to its original state (prior to installation of the pond) – this will be the responsibility of the Tenant. Should the Council need to arrange for the removal of a pond and any associated material/s, then the associated costs will be invoiced to the Tenant'

21. TOP FIELD ALLOTMENT SITE

Due to the Top Field allotment being close to a Roman Fort, English Heritage has imposed the following conditions:

- i) Ploughing and other ground disturbance is restricted to a depth not exceeding 700mm;
- ii) The planting of trees will not be permitted; and
- iii) Any earth movement for the purpose of the erection of structure is not permitted.

Note: Any breach of the above conditions may constitute an offence under the 1979 Ancient Monument & Archaeological Area Act.

22. ADDITIONS TO POLICY

From time to time the Council may add additional Rules as are necessary to maintain the infrastructure and integrity of the allotments and management thereof.

23. REPEAL OF RULES PREVIOUSLY IN FORCE

This policy and all rules contained within supersede any policy in force by the Council.
