

Willingale Road Allotments Management Policy



Introduction

The purpose of this Policy is to help provide an effective service to allotment tenants and people on the waiting list, and to be clear about what is expected of plot holders during their tenancy.

Loughton Town Council is committed to high standards of customer service. We are here to help you and will always deal with your enquiries promptly and in the best possible way. We expect the same level of courtesy from you, the tenant. It is unacceptable for our employees or councillors to be subjected to verbal abuse or physical intimidation or assault while they are carrying out their duties. We will take appropriate action against anyone behaving violently or using threatening behaviour towards our employees or councillors.

Loughton Town Council is a member of the National Allotments Society.

Loughton Town Council Tenancy Agreement

The Tenancy Agreement that a plot holder signs is a legally binding document and all clauses of the Agreement apply to the tenant (see pages 5 – 9) .

Allotment Gardens will be let to applicants over 18 only.

Allotment Facilities

The Council maintains and meets the expense of supplying water and electricity to the allotment site, and reserves the right to upgrade or change that facility as necessary.

The Council maintains the structure of: the meeting room, the tea room, the toilets and other ancillary buildings on site coming under the jurisdiction of the Council. Access to these buildings is available to tenants, who will be provided with a key. It is expected that tenants will leave these facilities in a neat and tidy condition as they would expect to find them.

The Council will endeavour to provide a secure boundary for the allotment site and reserves the right to upgrade or change that boundary as necessary.

Site Security

The Tenant will be issued with a key and must access the Allotment Site on foot. No duplicate keys shall be made. No keys shall be passed to anyone other than the Tenant, or, the person authorised by the Tenant in writing, to work on his/her plot. The main access gate shall be kept closed and locked at all times for the protection of tenants and prevention of unauthorised visitors. Emergency services may be provided with keys and an emergency number to call. Please ensure that the gate is locked at all times after you enter the site.

New tenants will be required to pay a key deposit, which will be refundable when their tenancy is terminated. Under existing Council policy this was to be £30.00.

Rental Charges

12 months' notice of any rent increase will normally be given by Loughton Town Council and be included in the renewal notice of the preceding year to take effect the following year.

Notice to Quit

The Council has authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent. See clause 11 of your Tenancy Agreement.

In the event of a termination of the Tenancy, the Tenant shall return to Loughton Town Council any property such as keys etc made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If, in the opinion of Loughton Town Council the

plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition will be charged to the vacating plot-holder.

Non-Cultivation of Tenanted Plots

Under the Terms and Conditions of the Tenancy Agreement, plot holders shall keep the plot maintained in a proper state of cultivation, fertility and in good condition.

- From September 2014 all tenanted plots will be reviewed against the requirement for a plot to be 75% cultivated, other than where possession of the plot has been taken within the last 3 months.
- Should less than 75% of the allotment plot be cultivated in any one growing year between April to September: a first letter giving the tenant 14 days to respond with a reason for the non-cultivation and a plan to bring the plot back into cultivation will be sent. Should there be no improvement within the agreed specified time period a second letter giving notice to quit the allotment plot will be served by the Town Clerk under the Terms and Conditions of the Tenancy Agreement.
- There may be times when personal circumstances mean you are unable to tend your plot. Please notify the Council at once and where possible, we will work towards a workable solution on a case by case basis. However, allotment plots are provided by the Council for cultivation and should a workable solution not be found, a notice to quit will be issued and the plot re-allocated to the next person on the waiting list.
- Where a plot falls vacant because of a tenant's death the plot, if it can be shown that a member of the tenant's immediate family has been jointly cultivating it for a period of time and wishes to take on the Tenancy, may be offered to the immediate family at the discretion of Loughton Town Council.

Allocation of Overgrown Plots

The Council will not normally clear overgrown plots; cultivation is the responsibility of the tenant under legislation and under the Terms and Conditions of the Tenancy Agreement.

The plot must be cleared for cultivation between October and March.

The requirement for a plot to be 75% cultivated by September of the year in which the plot was taken will apply to plots re-allocated between October and March. However, this requirement will be waived for plots allocated between April and September.

It is expected that if an overgrown plot is allocated between April and September that it will be at least 75% cultivated by September of the following year.

Allotment Garden Inspections

A person duly authorised by Loughton Town Council may enter onto the site for inspection of allotment plots and or sheds, greenhouses and polytunnels. Full access and co-operation must be given by the tenant. Loughton Town Council will inspect the site on a quarterly basis normally in August, November, February and May.

Management of Waiting Lists

Applicants for the waiting list will be asked to complete a short contact form which will be kept on file under the terms of the Data Protection Act and will not be passed to a third party.

Priority will always be given on the waiting list to residents of Loughton

The waiting list will be maintained and individuals contacted at least annually to see if they still want a plot.

If a plot is offered but the individual does not take it for whatever reason, their place on the waiting list will be frozen for 12 months. After that, their name will be returned to the waiting list at the position previously held. If a second plot is offered and refused then the individual will move to the bottom of the waiting list. If a third plot is offered and refused then the individual will be removed from the waiting list.

No new tenant may rent more than 2 plots at this site. Where existing tenants hold more than 2 plots this will be kept under review.

All allotment management documents will be made available to those on the waiting list through one or all of the following: Council website, email and by paper on request.

Water

The Tenant shall practise sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

The Tenant shall at all times have consideration for other Tenants when extracting water from water points provided by Loughton Town Council.

Hoses may be used on site to fill water butts or tanks on Tenants' plots. Hoses are **not** to be used for irrigation of crops.

Bonfires

Bonfires are allowed only for the burning of materials from the Allotment Gardens i.e. diseased plants and dried out organic matter that will burn without smoke or hazardous residue. No bonfire may be alight other than in the 3 hours before sunset. All fires must be attended at all times and not cause a nuisance to other plot holders or neighbouring properties. They must comply with the Environmental Protection Act 1990 and the requirements of the principal authorities for this district.

All fires must be fully extinguished before leaving the site.

The Tenant shall not bring or allow to be brought onto the Allotment Site any materials for the purpose of burning such as waste.

Composting

Composting is encouraged, but in order to keep down vermin, non-vegetable food waste may not be added to compost heaps or bins.

Dogs

The Tenant shall not bring, or, cause to be brought onto the Allotment Gardens any dog unless it is held at all times on a leash and remains on the Tenant's plot only. Any fouling shall be removed and disposed of off-site by the Tenant.

Livestock

Under the 1950 Allotment Act, the keeping of hens and rabbits is permitted on allotments and viewed as an allotment holder's right, so long as they are for the tenant's own use and not for business or profit. However, the Council's permission is to be sought in advance, but this will not be unreasonably withheld.

Building and Structures

Loughton Town Council does not permit glass on the allotment plots in any form, e.g. sheets, greenhouses or cold frames. We recommend polycarbonate, Perspex or other alternatives.

The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of Loughton Town Council. Failing to do so will result in an order for the structure to be removed. Loughton Town Council will not be held responsible for loss by accident, fire, theft or damage of any tools or contents in a shed, greenhouse or polytunnel.

All sheds will be of maximum size 1.8m x 1.2m (6' x 4') and must be painted green. There is a maximum of one shed and one greenhouse per plot.

Chemicals

Only commercially available products from garden or horticultural suppliers shall be used for the control of weeds, pests, diseases or vegetation, provided that the application shall not be detrimental to cultivation, or cause annoyance to adjacent plot-holders.

Chemicals must be applied in accordance with manufacturers' recommendations.

Fuel, lubricants or other flammable liquids may not be stored in any shed, except in approved containers with a maximum capacity of 5 litres for use in garden equipment. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulations Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002). This information is available on request from Loughton Town Council.

Vermin

Any incidence of vermin (e.g. rats) on the Allotment Site must be reported directly to Loughton Town Council and will be dealt with by their contracted agents.

Numbering and Noticeboards

Loughton Town Council will provide a noticeboard defining the numbers of allotment plots. The Tenant will erect a board showing the plot number in figures at least four inches high on each plot, and keep it in good order to ensure it is visible at all times.

Tenants shall not erect any notice or advertisement on the Allotment Gardens. The noticeboards shall be utilised only for displaying information to tenants by Loughton Town Council.

Complaints

Loughton Town Council operates a Complaints Procedure Policy and any disputes will be dealt with through this mechanism.

General Management

Should a current tenant wish to move to another plot on the same allotment site, the tenant will have to put his/her name down on the waiting list if a plot was not immediately available. The practice of 'plot-hopping' by current tenants is unfair to people who have been waiting for a considerable amount of time and goes against all best practice. Tenants must seek the Council's permission in this regard.

When moving house, tenants are asked to notify the Council immediately so that records can be updated. An allotment tenancy should be thought of in the same way as a utility service in these circumstances. Failure to pay an invoice due to a move, or non-notification of change of address will result in a notice to quit being served on the allotment plot tenant as per the terms and conditions of the tenancy agreement.

Management of the Site

Under the provisions of the Small Holdings and Allotments Act 1908, as amended, the Council may appoint an association or body of persons ("the managers") wholly or jointly to manage the Allotment Site. If it does so, the duties, liabilities, and responsibilities of the Council will pass directly to the Managers on their appointment, save as otherwise provided in their Conditions of Appointment.

This Management Policy and the Tenancy Agreement will be subject to annual review.

Last reviewed August 2014

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the ...First..... day of ...September.... 2014.....

between Loughton Town Council of 1 Buckingham Court, Rectory Lane, Loughton, IG10 2QZ, ('the Council')

and ('the tenant')

of

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Willingale Road, Loughton and referenced as Plot 84 in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of September 2014 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £..... whether demanded or not which shall be payable in full on the 1st day of September 2014 and for every year after the first year of the tenancy on the 1st day of September. This rental charge includes the electricity and water supply. Refunds will only be considered in exceptional circumstances.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers and for raising any permitted livestock, for use and consumption by him/herself and his/her family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers or any permitted livestock in the Allotment Garden.
6. The tenant shall reside within the civil parish of Loughton on the day of commencement of the Tenancy. If the tenant moves out of Loughton and wishes to keep the plot, the rent for any subsequent year will be double that stated in paragraph 3 above.
7. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to other allotment tenants nor the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden without the permission of the Council;
 - d) not bring to or keep animals in the Allotment Garden;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) The tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission;
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) The Tenant shall keep every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trimmed, all pathways between plots trimmed

and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any fences and other gates or sheds on his/her Allotment Garden;

- i) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission; or to take, sell or carry away any mineral, gravel, sand or clay;
 - k) take all reasonable precautions for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - l) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - m) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant;
 - n) The Tenant shall use the plot as an Allotment and Leisure Garden only (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his/her family) and for no other purpose. The Tenant may not carry on any trade or business from the Allotment site (a small amount of surplus produce may be sold as an ancillary to the provision of crops for the family);
 - o) The Tenant shall keep his/her allocated Allotment Garden free of hazards such as broken glass, scrap metal etc. No glass is permitted on site at all;
 - p) The maximum area for hard landscaping on a plot (e.g. patio or paths) is not more than 20% of the area;
 - q) The Tenant and any persons and/or children accompanying the plot-holder for the purposes of cultivation or harvesting shall not enter onto any other plot, at any time, without the express permission of that plot-holder. The Tenant has full responsibility for the actions of others accompanying him/her to the site;
 - r) The Tenant shall not remove produce from any other Allotment Garden at any time, without the express permission of the Tenant, in writing;
 - s) The Tenant must keep shared paths and haulage ways (roads) clear at all times.
8. i. The tenant shall observe such additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
- ii. Tenants must comply with any directions given by an Officer of Loughton Town Council, or other Local Authority.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
- a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7 and 8; or

- c. the tenant lives more than one mile outside Loughton. See also point 6.
12. If the tenant has not abided by the rules made by the Council on allotments, the council may take back the plot concerned, and may seek damages for restoring the plot to its original condition, as well as recovering any arrears of rent.
 13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.
 14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice.
 15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
 16. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to or left at the party's address. Any notice to be served by the tenant shall be addressed to the Council's Allotments Officer.

This tenancy agreement must be read in conjunction with the Council's Management Policy.

Signed by The tenant

and

..... Enid K Walsh, Town Clerk, for and on behalf of the Council

Note: The tenancy is confirmed only when this document has been countersigned by the Council's Proper Officer or their representative.

For office use

Date payable	
Amount due	£
Name of Payer	
Cheque No.	
Amount rec'd	
Date rec'd	
Banking Ref:	
Budget code	1040/316
PLI	N/A



**Willingale Road
Allotments
plot plan**