

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.

Allotment Gardens will be let to applicants over 18 only.

A new tenant joining partway through the year will be charged an apportioned rent based on the number of full months remaining in the allotment year including the first month of occupancy.

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. The maximum size of polytunnel allowed per plot is 3m x 4m and it must have secure anchorage.

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.

Requests from existing tenants to split their full sized plot to make two half plots in preference to moving to an existing half plot elsewhere on the site, will be accepted, but the policy will be kept under review.

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 June 2018