



Shevington Parish Council Forest Fold Allotment Policy

This policy should be read in conjunction with the Forest Fold Tenancy Agreement and the Forest Fold Tenants' Association Constitution.

The term 'allotment garden' used throughout this document was defined in the Allotments Acts of 1922 and 1925 as *an allotment which is wholly or mainly cultivated by the occupier for the production of fruit or vegetables for consumption by himself and his family. An 'allotment garden' is what people commonly mean by the term allotment, that is a plot let out to an individual within a larger allotment field.*

Summary

Shevington Parish Council (PC) views the allotment gardens at Forest Fold as an important asset, providing a wide range of benefits to both the community and the environment. They are not just a way of producing good and low cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, vegetables and flowers.

Background

The allotment site at Forest Fold currently has 44 allotment gardens and 12 raised beds. The allotment gardens range in size from just over 100 square metres to over 450 square metres. At present there is a waiting list for allotment gardens.

The PC is assisted in the management of the site by the Forest Fold Tenants' Association (FFTA).

The FFTA was formed in 2020. It has a committee comprising 6 tenants who are elected yearly, and one member who is co-opted onto the committee by the PC. Ideally one member of the committee should be a tenant who has one of the 12 raised beds. Minutes of the regular meeting are disseminated to tenants via email for those with internet. They are also posted on the allotment noticeboard.

Among its many roles the FFTA:

- advises on the development of PC Allotment Policy and on changes to the Tenancy Agreement
- facilitates dialogue between the PC and the tenants
- flags up any causes for concern on the site

- administers the allotment garden waiting lists
- assists in the running of the site e.g. organises rotas for the supervision of the skips delivered twice annually
- aims to foster a stronger community spirit amongst the site's tenants.

The FFTA has meetings with the PC Allotments Sub-committee and is in regular communication with the Parish Clerk. It is also represented at PC meetings.

Purpose of the Policy

To establish the principles which will guide the management of allotments. The policy seeks to encourage and improve the use of the allotment site for existing and potential allotment garden tenants. It puts in place a framework to develop and manage the allotments in partnership with the FFTA and the tenants.

The policy will:

- set standards for the cultivation of allotments
- encourage the uptake and appropriate use of allotments
- seek to improve the standard of service provision.

Equality and Diversity

The setting down of allotment lettings regulations and the enforcement of the Policy will help to provide a safer environment at Forest Fold, fair access to allotments and increased health benefits.

Policy

1. Age and Residency for Allotment Tenancies

Shevington PC will only grant new allotment garden tenancies to people living within the administrative boundary of the Parish and who have a minimum age of 18 years.

The tenancy of an allotment garden can usually only be held by one named living individual at a time. Joint Tenancy Agreements will only be allowed if the joint tenants are living members of the same household. If an allotment garden is currently held under a joint Tenancy Agreement, this will be allowed to continue unchanged.

If one member of a household is the tenant of an allotment garden at Forest Fold, another member of the same household is not eligible to hold the tenancy of another allotment garden on the site. Historical tenancies currently in place will be allowed to continue until such time as the allotment gardens in question are relinquished.

When a tenant permanently moves to a residence outside the Parish boundary they will be required to give up the tenancy of their allotment.

2. Allocation of Allotment gardens

Allotments will be offered on a "first come, first served" basis and, where required, a waiting list will be held by the FFTA.

Individuals will be placed on the list in date order by the FFTA Allotment Garden Secretary. When an allotment garden becomes vacant it will be offered to the person at the top of the list.

Should the person at the top of the waiting list decline the offer of an allotment garden without mitigating circumstances, they must accept the next one they are offered or be moved to the bottom of the list.

It is the responsibility of all applicants to keep the FFTA informed of any change in their personal details. The FFTA will periodically contact those on the waiting list to ensure details are correct and that an individual wishes to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council reserves the right not to grant an allotment garden tenancy where there is evidence of previous allotment garden misuse or a history of enforcement action for such matters as non-payment of rent or a cultivation issue on this or other sites.

The first 3 months of a tenancy constitute a probationary period. If the tenant chooses to return the allotment garden to the PC during this period, then the tenant will have their rental fee returned to them. If the tenant undertakes no significant work in this probationary period, then the tenancy will be terminated, and the PC will re-let the allotment garden. In such a case, the rent will not be refunded.

The FFTA also administers a second waiting list for current tenants. This list is for those who feel that they want to cultivate a larger allotment garden than they have at present or to enable them to downsize. In the former case, transfer to a new allotment garden will only be allowed if the present one is, in the opinion of the FFTA committee, in good condition. When an allotment garden becomes available, it will be offered to those on the list before it is offered to a non-tenant.

3. Rent

Allotment garden rent is payable to the PC on the first day of March each year without any deduction, (except as provided by law), and throughout the continuation of the allotment garden tenancy. **The payment is due on the tenth day of April.** If the rent is in arrears 40 days or more after it has become due, whether demanded or not, the PC can legally give one month's written notice to quit for non-payment or any shortfall in payment.

Allotment Rents will be calculated on the size of the allotment gardens, the first 100 square metres attracting a base rate of £27.50 and then an additional sum for each square metre above this. Allotment Rents will be reviewed each year and may be adjusted immediately without prior notice.

4. Large Allotment Gardens

As there is a waiting list for allotment gardens, the PC has made the decision to break up the largest allotment gardens into smaller units of at least 100 square metres when they become available.

5. Use of Land

The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and this lettings Policy. Any trade and/or business use is strictly prohibited.

6. Cultivation

Tenants must keep their allotment gardens clean and tidy and in a reasonable state of cultivation and fertility and in good condition.

The tenant must take all reasonable steps to eradicate weeds such as thistles, willowherb, nettles, mare's tail (horsetail) and brambles and ensure that they do not spread to other allotment gardens. Tenants must not cause a nuisance to other allotment garden holders by allowing weeds to seed. The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.

Where tenants have taken over a weedy and untidy allotment garden, it is recommended in the first year that they will bring into cultivation a portion of the allotment garden whilst controlling the weeds in the rest using weed membrane, plastic sheeting or cardboard. **Carpets should not be used as almost all now contain plastics and many are treated with pesticides and fire retardants which, although safe in a house, may release hazardous chemicals into the soils when weathered on an allotment.**

7. Use of Chemical Sprays and Fertilisers

The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm.

8. Nuisance

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land, nor obstruct or encroach on any path or roadway used or set out by the PC or used by the owners or occupiers of any adjoining or neighbouring property.

No tenant must go onto another tenant's allotment garden unless they have been given the express permission of the tenant or if they have been requested to do so by the PC.

Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden will be given immediate notice to quit. The same will apply if, in the reasonable opinion of the PC, the tenant has threatened, used violence and/or intimidation against other allotment garden tenants or the owners or occupiers of neighbouring property.

9. Restriction on Assignment

The tenant may not assign, charge, sub-let or part share the possession of the allotment garden, or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

Where a tenant is temporarily unable to tend their allotment garden as a result of ill health or family circumstances, they may allow another tenant to assist them. A tenant wishing to take this step should first inform the FFTA of their intentions. The person assisting would have no subsequent claim if the plot were to become available.

10. Trees, Shrubs and Materials

The tenant may not, without the written consent of the PC, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay. No ornamental or forest trees should be planted on the allotment garden.

Fruit trees may be planted only if they are of dwarf stock, or if they are pruned to keep them small and should be sited where they will not create an obstacle or nuisance to others as they grow.

11. Boundaries

Tenants will be expected to maintain fences and ditches around the allotment garden. Any hedges must be kept clipped and must not restrict access to the site. Where tenants feel there is a problem with trees on the boundary they should contact the FFTA.

12. Buildings and Structures

Tenants shall not erect any new building or other permanent structure (including any notice or advertisement) on the allotment garden or fence the garden without first obtaining the written consent of the PC.

Tenants will be allowed any one of the following combinations per allotment garden:

- one shed (maximum size 10 feet x 8 feet) and one greenhouse (maximum size 10 feet x 8 feet) or
- one shed (maximum size 10 feet x 8 feet) and one polytunnel (maximum size 3 metres wide x 2 metres high x 4 metres long) or
- one greenhouse (maximum size 10 feet x 8 feet) and one polytunnel (maximum size 3 metres wide x 2 metres high x 4 metres long).

Sheds, greenhouses, polytunnels or tall fences should not be sited where they may cause loss of light to adjoining allotment gardens. Tenants must consult members of the FFTA Committee about the location of their structure before erecting it.

13. Barbed Wire

The tenant of an allotment garden **MUST NOT** use barbed wire or razor wire to demarcate a boundary.

14. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops.

Produce from the site must not be sold for profit.

Growing plants for the extraction of illegal substances will result in termination of the tenancy.

For fruit trees see point 9.

15. Depositing Refuse / Disposal of Rubbish

The PC will provide two skips per year, one in spring and the other in the autumn, for the disposal of allotment waste. The FFTA will organise a rota to supervise the loading of the skip to ensure that only allotment waste is being disposed of.

The disposal of waste in the **bin on the bowling green car park** by tenants of the main allotments site is **NOT PERMITTED**. Only tenants of the raised bed area are permitted to dispose of waste in this bin, but it is for **ALLOTMENT** waste **ONLY**.

The tenant is responsible for disposing of all rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment garden site, (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any refuse or decaying matter in the hedges or ditches adjoining the allotment site.

Carpet must not be used as a weed suppressant on the allotment site (see point 6).

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

16. Bonfires

Fires must only be lit between 1 October and 31 March. Fires at other times may cause annoyance to people in neighbouring houses. Fires must be supervised at all times. No painted timbers, plastics or other non-plant materials may be burned.

17. Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment site by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

18. Livestock

The tenant must not keep any animals, hive bees or livestock, apart from hens. Should a tenant wish to keep hens, they should seek permission from the PC beforehand. If permission is granted, an extra payment must be made in addition to the rent, the value of this payment being determined by the PC.

19. Children

Children are welcome on the allotment garden site but must be carefully supervised by a responsible adult at all times.

20. Materials brought onto the site

Tenants may only store on the allotment garden non-hazardous materials that are necessary for the cultivation of the allotment garden. Any construction materials must be used within 12 months.

Tyres should not be used as they have been shown to break down to produce poisonous compounds when weathered.

Asbestos must not be brought onto the site. It is already present in substantial quantities on the site but it is of the low risk concrete panel type. This may be left in situ, but care must be taken not to damage it.

If it is necessary to remove any asbestos from the allotment site, the Kirkless Household Waste Recycling Centre in Higher Ince can accept asbestos waste **by appointment only** from householders. Tenants should contact the site directly on 01942 825755 and report to the weighbridge. The asbestos must be kept as intact as possible and double wrapped in heavy duty plastic and sealed. If it is dusty or likely to break, or has already been broken, it must be damped and handled with gloves. A face mask must be worn for protection. All pieces must be double wrapped in heavy duty bags and sealed. It must not be broken to fit it into bags. **Tenants must be aware that the material must be in manageable pieces in order for it to be lifted into containers at the site.**

21. Inspection

The tenant will permit any officer of the PC, or other Council appointed agent, to enter on to the allotment garden at any time to inspect its state and condition.

22. Termination of Tenancy

The tenant must hand back to the PC vacant possession of the allotment garden on the termination of the tenancy, in a condition consistent with the due performance by the tenant of the provisions of these rules.

23. Change in circumstances

The PC must be kept informed by tenants of any change of address or other contact details. If the PC is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.

Tenants who are unable to work their allotment garden as a result of illness or have other reasons for a long absence are advised to keep the PC and FFTA informed. Failure to do this may result in an allotment garden becoming overgrown or unproductive and so lead to the issuing of non-cultivation letters.

24. Service of Notices

Any notice may be served on a tenant either personally or by leaving it at their last known address or by registered letter or by recorded delivery addressed to the tenant. (Allotments Act)

25. Failure to Comply

The allotment garden site and allotment gardens will be regularly inspected by the PC, and tenants who fail to comply with their Tenancy Agreement will be contacted and requested to address any issues. (See point 27)

26. Legal Obligations

The tenant of an allotment garden must at all times observe and comply fully with all laws/regulations.

27. Enforcement

The FFTA may be asked to inform tenants of their responsibilities under the Tenancy Agreement, but only the PC will be able to issue warnings or notices to quit.

Enforcement Procedure

First Warning: It is the normal expectation that, except in cases of gross misconduct, or a serious breach of the rules, tenants will be informed orally or in writing about shortcomings in their performance, capability and/or conduct. If after 28 days the situation has not been remedied, then it will pass on to the next stage.

During this communication, the tenant will be asked if there are any mitigating circumstances, such as illness or onerous family commitments. Any information gathered will be treated confidentially.

Second Warning: If there is no improvement and it is considered necessary to issue a written warning to a tenant, it will be confirmed in writing and the tenant will be informed of the improvement required in a further 28 days. If an improvement is not made within the specified time in the dated letter then a **Final Warning** will be issued.

Final Warning: A dated letter will be sent giving the tenant a further 28 days to put in place the improvements required. The letter will include a warning that on the expiry of the 28 days the PC will consider serving a Notice to Quit.

Notice to Quit: Failure by a tenant to respond to these warnings will, subject to formal approval by the PC, result in eviction. The tenant will be allowed 28 days from receipt of the notice to remove items from the allotment garden. After this time the PC will have the right to remove or distribute any possessions still on the allotment garden.

Right of Appeal: Tenants receiving a Notice to Quit have the right to appeal to the PC for a review of the circumstances leading up to its issue. The appeal must be made in writing and submitted to the Clerk to the PC within 14 days of the date of issue of the Notice to Quit.

A warning letter will remain in force for a period of 5 years from the date of issue. If there is any subsequent breach within this time frame, the PC may decide to omit the First Warning or Second Warning stages.

28. Power of eviction

In the event of a serious breach of the Tenancy Agreement, the PC reserves the right to serve immediate notice to quit, without progression through the first two stages of the procedure. This would include a case where a tenant is guilty of illegal activity connected to the allotments (see point 7).

29. Amendment of these rules

Shevington PC will review this policy and reserves the right to amend it at any time.

Contact details:

Krystyna Pilkington, Clerk to the Council: clerk.shevingtonpc@yahoo.co.uk

FFTA Secretary: angela.power148@gmail.com

FFTA Chair: elm.dickinson@virginmedia.com

This policy was adopted by Shevington Parish Council on 29 June 2022

Amended: 7 June 2023

Signed:*WR McKnight*..... (Chairman)

Tenants at Forest Fold will be expected to adhere to the regulations in the document from 1 March 2023.

Tenants will not be required to take action before 1 October 2022 if the trees planted or sheds and greenhouses constructed on their allotment gardens do not conform to the new policy.