

**LONGFORD PARISH COUNCIL**  
**Allotment Policy**  
**Adopted by the Council 8<sup>th</sup> December 2020**

**1 OBJECTIVES OF THE POLICY**

- 1.1 The Council is seeking to ensure it is adopting a clear, measurable and sympathetic approach to the management of its facilities, including allotments, which will take account of the sometimes-contrasting needs of a variety of facility users.
- 1.2 The Council through the policy will endeavour to always offer the highest standard of service in undertaking its management and regulatory responsibility.
- 1.3 Any complaints relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

**2 ALLOTMENT PLOT ALLOCATION AND FINANCIAL MANAGEMENT**

- 2.1 All allotment holders will be issued with a legally binding tenancy agreement, which is subject to the Allotment Acts of 19022 and 1950, within 7 days of taking on the allotment.
- 2.2 The Parish Clerk will maintain a register of allotment holders which includes name, address, telephone number and email address.
- 2.3 The Parish Clerk will maintain an in-parish and out-of-parish waiting list with preference given to those on the in-parish waiting list, then in order of living closest to the parish on the out-of-parish list.
- 2.4 The rent shall be paid on 1 April each year by the Tenant to the Council by cheque or bank transfer.
- 2.5 The Tenancy of the Allotment Garden(s) shall terminate on the next yearly rent day after the death of the tenant.
- 2.6 The Council may terminate the Tenancy by re-entry after one month's notice in writing:
  - If the rent is in arrears for not less than 40 days; or
  - If the Tenant fails to observe the terms and agreements herein contained or any other terms and conditions from time to time imposed or applied by the Council to the allotment or if the Tenant becomes bankrupt or compounds with his creditors.
- 2.7 Either party may terminate the tenancy by giving three (3) months' notice in writing, expiring on any of the usual quarter days in any year (ie 30<sup>th</sup> June, 30<sup>th</sup> September, 31<sup>st</sup> December, 31<sup>st</sup> March).

- 2.8 Sheds will only be considered for the perimeter allotment plots. Those plots in the centre of the site are not permitted sheds.

### **3 ALLOTMENT RULES AND REGULATIONS**

- 3.1 The Tenant shall keep the Allotment Garden clean and in a good state of cultivation, fertility and condition, including the immediately surrounding grassland and paths.
- 3.2 Not to cause or permit the presence of dogs off leash upon an allotment garden or within the curtilage of the site upon which the allotment garden is situated.
- 3.3 The Tenant shall not, without the written consent of the Council, plant trees of any sort or any fruit bushes that require longer than 12 months to mature.
- 3.4 Tenants with an Allotment Garden containing an existing tree must keep them pruned to a maximum height of 2 metres.
- 3.5 Tenants will follow any security measures put in place, including padlocking of the entry gate if the Tenant is the last person to leave site.
- 3.6 The Tenant shall not cause any nuisance or annoyance to a fellow tenant, or occupiers of neighbouring properties, or obstruct any path set out for the use of the allotment gardens.
- 3.7 Not to allow any decaying matter refuse or other matter to remain on the plot in such a way as to cause a nuisance or annoyance to the Council or their Tenants or adjoining owners (excepting manure in quantities as may be reasonably required for cultivation).
- 3.8 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof, without the written consent of the Council.
- 3.9 The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.
- 3.10 The Tenant shall keep every hedge and the plot that forms part of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintain and keep in repair any fence and any gates on the Allotment Garden.
- 3.11 Not to obstruct or encroach upon any path or roadway set out by the Council for the use of adjoining allotment holders or other tenants.
- 3.12 Not to keep any animals or livestock of any kind upon the plot.
- 3.13 The Council will notify the Tenant in writing if the Allotment Garden is not properly maintained and the Tenant must rectify this within one (1) month of the date of the letter, unless there are extenuating circumstances about which the Tenant informs the Parish Clerk.

- 3.14 If an Allotment Garden isn't rectified in accordance with 3.13 above the Council will terminate the Tenant's contract and the plot will be re-let. The Council will charge the Tenant the full costs of the works required to bring the plot into a re-lettable condition.
- 3.15 The Tenant shall not, without the written consent of the Council, erect any sheds or other buildings on the Allotment Garden. Note that sheds are not permitted on the central plots.
- 3.16 The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use by fellow tenants.
- 3.17 Not to erect or exhibit any notice or advertisements on the said land
- 3.18 If a Tenant leaves an Allotment Garden requiring a huge amount of clearing before anybody else can move on the Council reserves the right to charge the Tenant for this work.
- 3.19 Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
- 3.20 The Council shall have the right to refuse access to allotments to any person other than the Tenant or a member of his family to any allotment garden or gardens unless accompanied by the Tenant or a member of his family.
- 3.21 To observe and perform all additional rules and regulations relating to allotment gardens which are or may be made from time to time by the Council.
- 3.22 Any case of dispute between the Tenant and any other occupant of an allotment garden shall be referred to the Council whose decision shall be final.
- 3.23 To inform the Council forthwith of any change of their address.