

Allotment Management Policy

BUCKLESHAM PARISH COUNCIL

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CLERK, BUCKLESHAM PARISH COUNCIL

1. Introduction

Bucklesham Parish Council has one allotment site in Green Crescent. The site has 21 plots, some split into half plots. The allotments are actively monitored by Councillors and the Clerk and inspections are carried out twice a year, in March and again in September. Tenants are required to sign a Tenancy Agreement including the terms and conditions.

2. Definitions and Interpretations

- **Bucklesham Parish Council** will be referred to as the Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.
- **Allotments** means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers, and fruit.
- **Allotment Tenant** means any person, 18 years or older and residing within the Parish Boundary (unless special permission is granted for a non-resident), who has entered into an Allotment Tenancy agreement for an allotment plot situated within the Parish Council's site at Green Crescent.
- **Allotment Plot** means a defined area of land, within each allotment site, which is available to rent for an annual sum.
- **Allotment Rent** means the annual charge for renting an allotment plot for 12 months, from the 1st of October to 31st September.
- **Cultivation** means actively growing plants during the main growing season on an area of no less than 75% of the total plot area.
- **Non-Cultivation Notice** means a formal notice, sent in accordance with section 7 of these Rules, calling on the tenant to commence cultivation or face further action leading to the termination of the allotment tenancy agreement.

2.1 The Council reserves its right to change the Allotment Rules and procedures from time-to-time but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Council's website, on-site noticeboard and by letter or email). The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

3. Eligibility Criteria and Allocation of Plots

3.1 To be eligible for an allotment a person must be 18 years or older and reside within the Parish Boundary (section 23(1) of the Allotments Act 1908).

3.2 Potential tenants that wish to join the waiting list must complete an application form and agree to the waiting list terms and conditions.

3.3 The Council will supply information regarding available plots and a member of the Council will meet onsite with potential tenants to show the available plots.

3.4 When someone confirms their wish to commence a new tenancy, having clarified that they are eligible, they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

3.5 All allotment plots are let on an 'as seen' basis. The Council does not conduct improvement or clearance works for new tenants. In the event that a plot is taken on in a very unkempt state, the Council has the discretion to allow the tenant to forego the Hire Charge in the first year.

3.6 The Council operates a Waiting List managed by the Clerk. When a plot becomes vacant the plot is offered to the person on the top of the waiting list. People are given two weeks to respond to this offer and if no response is received within this time, the plot will be offered to the next person on the waiting list. Where, for example two plots become available at the same time, the Council will contact the first two people on the list regarding the two vacant plots and these will be allocated on a 'first come first served basis'.

3.7 The Council rents out full plots and half plots. Due to the increasing demand for allotment plots new tenants are being restricted to being able to rent a half plot in the first instance.

3.8 Where another person works the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person can make a representation to the Council, seeking the Council's agreement to take over the tenancy. The Council will consider such representations on a case-by-case basis and if agreed, the tenancy will be transferred. This is limited to one plot only. The maximum plot allocation applies (see 3.9 below).

3.9 Plot allocation is restricted to the equivalent of one full size plot per person. However, if a tenant is allocated a half plot, they can apply to go back onto the waiting list for an additional half plot or to transfer to the equivalent of one full sized plot if they meet the following criteria:

- The person must have been a tenant at the site for a minimum period of 12 months.
- They must not have received any 'Non-Cultivation' letters or 'Notices to Quit' from the Council within the previous 12-month period.
- They must not currently hold more than one half sized plot.

- They must apply directly to the Council in writing or via email at clerk@buckleshamparishcouncil.gov.uk
- Plots are offered on an as-seen basis.

4. Disputes

4.1 Any disputes between tenants should be referred to the Council and the decision of the Council will be binding on all tenants involved in the dispute.

4.2 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers, or members of the public.

4.3 All complaints in the first instance should be referred to the Parish Council Clerk. The Council operates a Complaint Policy available on the website or by request.

5. Council Responsibilities

5.1 The Council will provide public access to the Clerk during normal working hours. The public and allotment tenants can contact the Council via e-mail, phone, and via the Council's website, **buckleshamparishcouncil.gov.uk**

5.2 Tenants are advised to consider the National Allotments Association guidance available at <https://thenas.org.uk/joinus>

5.3 The Council will promote best practice on the allotment and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

5.4 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates.

5.5 The Council will arrange for urgent and health and safety related ground maintenance operations to be conducted.

5.6 The Council will conduct twice yearly site inspections in March and September. Ad hoc inspections may also be undertaken at the Council's discretion.

6. Buildings and Structures

6.1 Consent of the Council is required to erect any structure on a plot. Please see section 8.j of the Tenancy Agreement for further information.

6.2 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.

6.3 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair, it may require the tenant to remove the shed, green house, or structure forthwith.

6.4 When a tenant ceases their tenancy on a plot, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.

6.5 Tenants are advised not to store valuable equipment and materials in their sheds or structures.

6.6 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.

7. Site Management

7.1 The Council will undertake twice annual site inspections, to ensure that each plot is being properly maintained and used. The Council reserves the right to access any plot in order to conduct these inspections. Site inspections may also be conducted in an ad-hoc basis.

7.2 The site inspections will include checking on the performance of the Council's grounds maintenance contractor, the cultivation of plots, the condition of site boundaries, and identifying any other problems that the Council needs to resolve.

7.3 Any site problems should be reported to the Council as soon as possible.

7.4 All tenants will be informed of the date and time of the bi-annual inspections and may be present at the time if they wish. Any issues that have arisen from the inspection may be notified to the tenant in person by a Councillor at the time, but will be followed up with a written letter from the Clerk.

8. Enforcement Process

8.1 The following enforcement procedure will apply:

a) **Informal Notice** – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance. Contact is made via the email address provided by the tenant. Only where no email address has been provided will tenants receive a written letter via post. The work required in the informal notice must be completed within a 6 week period, or an agreement for its completion must be arranged and agreed with the Council.

b) **Formal Notice** – Tenants who fail to respond to the Informal Notice within 6 weeks, or to complete the work in the agreed time frame, will be issued with a Formal Notice. Contact will be made via the email address provided by the tenant. Only where no email address has been provided will tenants receive a written letter via post.

c) **Notice to Quit** – Tenants who fail to complete the work required within the agreed period or fail to respond to a Formal Notice within 6 weeks will be issued a termination letter with 1 months' notice. Contact is made via the email address provided by the tenant and by written letter via post.

Power of Eviction

In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the Enforcement Process.

8.2 The Council further reserves the right to terminate an allotment tenancy via one month's written 'Notice-To-Quit' pursuant to section 30(2) of the Allotment Act 1908 if:

- Allotment rent is in arrears for 40 days or more (whether formally demanded or not)
- Where the Council issues a 'Notice-to-Quit' to a named tenant and there is a designated second tenant (the second tenant will only be eligible to take on the plot in exceptional circumstances).

9. Death of a Tenant

9.1 The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.

9.2 The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned.

9.3 Upon the death of a tenant, any person who worked the plot alongside the tenant, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

9.4 Plots will not be transferred automatically to a next of kin, if the next of kin wishes to continue with the plot this must be agreed by the Council.

9.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site.

10. Notices

10.1 Notices to be served by the Council on the tenant may be:

- a) Emailed to the email address provided in the Tenancy Agreement.
- b) Hand delivered to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) or by first or second-class post, registered letter, or recorded delivery.
- c) Served on the Tenant personally;

10.2 Notices served under sub-paragraph b) above, will be treated as properly served, even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post (section 7 of the Interpretation Act 1978).

11. Respect

11.1 The Council is dedicated to treating all plot holders with fairness and consistency. We encourage open and honest communication from our plot holders, enabling us to respond with the care and understanding needed to address any concerns effectively.

11.2 All information related to a tenant's circumstances will be handled in strict confidence. The Council will ensure that any discussions or decisions involving tenants are conducted with sensitivity and respect for the individual's privacy.

11.3 The Council understands that personal circumstances may change and a tenant may be temporarily unable to manage the plot as well as they would like. In these circumstances the Council will be understanding and will give tenants the opportunity to explain their mitigating circumstances, which may lead to a grace period with regards to ensuring they fulfil the Tenancy Agreement.

11.4 The Council will regularly review the status of tenants to ensure that the support provided is effective and to identify any additional needs.

11.5 The Council will only proceed with the termination of a tenant's tenancy after all reasonable efforts to support the tenant have been exhausted.

12. Personal Data

12.1 The Council will treat the personal data of Tenants in accordance with the UK General Data Protection Regulation and Data Protection Act 2018. Further information is available in the Council's privacy notice.

13. Appeal Procedure

13.1 A Tenant may appeal (in writing) against the termination of their allotment plot within 14 days of the receipt of the termination letter.

13.2 The appeal should detail the reasons for the lack of improvement and reasons why the termination letter should be withdrawn. Tenants will retain ownership of the plot while the appeal is being considered.

13.3 Appeals should be sent to the Parish Council Clerk at clerk@buckleshamparishcouncil.gov.uk or 54 Levington Lane, Bucklesham, IP10 0DZ

This Policy was adopted by the Council at its meeting held on:

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Signed:

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Clerk

Clive Lenton

Chair

Version Control

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