



ALLOTMENTS POLICY

(Approved by Resources Committee, 3 October 2017)

1. The Support Officer to the Council will maintain a list of names of those people who wish to apply for an allotment tenancy. When applying for an allotment, applicants should state which site they are interested in.
2. The Support Officer will periodically contact every person on the waiting list to confirm that they are still interested.
3. When letting allotments, preference will be given to residents of Neston Town Council area. Non residents may apply and be listed, but will only be considered if there are vacant plots and no Neston residents on the waiting list. The priority order for letting shall be:
 - 1) Tenants of an allotment plot who wish to exchange it for a plot on a different site
 - 2) Neston residents without an allotment who are on the waiting list
 - 3) Neston residents who are holders of an allotment plot and who wish to take up a second plot (refer also to section 12)
 - 4) Non residents without an allotment plot in Neston or elsewhere.Non resident or ex-residents who already hold a plot in Neston or elsewhere will not be considered for a second plot.
4. The Support Officer will keep a register of the names and addresses for all plot holders and update this when a new Tenant takes a plot.
5. There shall be one Tenancy Agreement per allotment plot. Each plot will be let separately, and should be covered by a separate Tenancy Agreement. This ensures that if the Council wishes to terminate a Tenancy Agreement to let one plot, it does not prejudice the Tenant's right to continue with the other plot
6. When initially let, the Tenancy Agreement shall be between either a single named individual, or two named individuals (e.g. partners at the same address, or two friends wishing to work an allotment together).
7. At no stage after a Tenancy Agreement comes into force can additional names be added to the Agreement.
8. When the Tenancy Agreement is in two names:
 - a) All communication will be with the first named individual who shall be held wholly responsible for ensuring the Tenancy Agreement is complied with in full.
 - b) If one named individual moves outside the parish, dies or wishes to give up the allotment, the Tenancy Agreement shall revert to the remaining named individual as a single-name Tenancy Agreement. If the remaining named individual is not willing to continue the Tenancy Agreement alone, it shall be terminated.

9. Upon the death of a single named Tenant, the Tenancy Agreement will cease. The Council recognises that Executors and bereaved relatives have many other concerns at this difficult time and it is likely to be best if the allotment is re-let as soon as practical. If any representations are received from relatives regarding existing crops, the request will be dealt with sympathetically.

10. The Tenant must notify the Support Officer to the Council of any change of address. For single-named tenancy Agreements, any Tenant who moves away from the Parish will be treated in the following way:

a) If there are residents of the parish of Neston without an allotment on the waiting list, the ex-resident Tenant will be required to vacate their plot within 3 months.

b) If there are no residents of the Parish of Neston without an allotment on the waiting list, the ex-resident Tenant will be allowed to continue the tenancy if they so wish and will be treated as a non-resident from the date they leave Neston.

The above rules are not affected by allotment holders on the waiting list wanting to exchange plot or hold a second plot.

11. Non residents of the parish of Neston who had existing Tenancy Agreements as of 1st April 2017, will for the purposes of this agreement be treated as Residents. Non residents of the parish of Neston granted allotment tenancies for the first time after 1st April 2017 will be treated in the same way as ex Resident plot holders i.e. as per section 10c) above.

12. Normally, Tenancy Agreements will be limited to one Agreement per household. However, where a household wishes to have a second allotment, the following rules shall apply:

a) Where a Tenant has a plot (at any site), but wishes to apply for an additional plot, they will be entered on the waiting list but will have to wait until such time as there are no other Neston residents on the waiting list who want the vacant plot.

b) Neston residents wishing for an additional plot will be given preference over non residents on the waiting list.

13. Where a Tenant already has a plot but would like to exchange it for a different site, they may apply and will take their place on the waiting list. Applicants will be allowed to keep both plots for one season.

14. All allotments will be inspected at least every six months by the Lead Councillor for that particular allotment site to ensure that the allotment plots are being cultivated appropriately and the sites managed well.

a) The inspection will monitor the plots for compliance with the obligations set out in the Maintenance of Allotments section of the Allotments Policy. The overall condition of each plot will be reported along with any issues. The Support Officer will maintain a record of the reports, and any change in Tenant.

b) At the same time, the roadways and perimeter boundaries will be checked and any hedge trimming, repairs or other necessary work and appropriate actions will be referred to the Resources committee.

15. At each meeting of Resources Committee, the allotment Lead Councillor (as nominated for each site) will report the results of the inspection and survey, together with the ratings record. Any actions to ensure compliance and management of the sites will be considered. Typically, if a plot is reported to be of

an unacceptable condition or in a "poor state" upon inspection, a "notice to improve letter" will be sent to the Tenant. Upon a second inspection, should no improvements have been made, a "notice to quit" letter will be issued as a breach of the obligations of the Maintenance of Allotments section of the Allotments Policy will have been reported.

16. The Resources Committee will review the Allotments Policy annually and recommend any changes to the full Council.
17. A copy of the current Allotment Policy will be provided to all new tenants and the tenants will return a signature slip to confirm that they agree to comply with it. Each time the Policy is revised to a new version, it will be circulated to all tenants and the tenants will return a fresh signature sheet.
18. If a Neston resident without an allotment plot has been on the waiting list for 12 months, the steps below will be followed if there is no likelihood of a plot arising within a few months e.g. as a result of an existing tenant not complying with the Tenancy Agreement.
 - 1) If a tenant holds two plots because they are in the process of exchanging plots they will be asked if it is possible to complete transfer before the deadline described in section 13. The waiting resident will be informed if an early date is possible, or notified that a plot will be available at the next 1st April letting (as per section 13).
 - 2) If there are non-residents/ex-residents who hold an allotment plot, the tenant that has been non-resident/ex-resident for the longest time will be given three months notice (as per section 10c). This procedure does not apply to non-residents who had existing Tenancy Agreements as of 1st April 2017 (as per section 11).

MAINTENANCE OF ALLOTMENTS

The Tenant shall abide by the obligations set out below and which may be varied by the Council from time to time on giving three months notice.

1. The Tenant shall cultivate the allotment garden for and shall use it only for the production of fruit, vegetables and flowers for domestic consumption and shall not sell any part of the produce to another person.
2. The whole allotment garden shall be kept in a clean, tidy and good condition and properly cultivated, or managed for future cultivation. Neglect of part of the plot is not permitted.
3. The tenant must keep their plot free of nuisance weeds that might affect other Tenants.
4. Paths and walkways adjacent to the Tenant's plot must be maintained by the Tenant to half their width, in a clear and tidy state, and free of nuisance weeds that might affect other Tenants.
5. No nuisance or annoyance shall be caused by the Tenant to any other Tenant or neighbour or any other part of the allotments provided by the Council. The lighting of fires, bonfires and discharge of fireworks is prohibited.
6. No livestock or poultry of any kind shall be kept upon the allotments without the expressed permission agreed by Council in the first instance.
7. No dogs shall be brought into the area of the allotments unless the dog is on a lead and under control. Any fouling must be cleared away by the person accompanying the dog.
8. The Tenant shall not erect any building, shed, greenhouse or other structure on the allotments, exceeding 2 cubic meters capacity.
9. The Tenant shall not obstruct or permit the obstruction of any of the paths on the allotment site.
10. The Tenant will be allowed vehicular access to their plot, so long as it does not obstruct the free movement of other Tenants. No vehicle will be parked on the allotment site without the Tenant being present. Overnight parking is not permitted.
11. No trench or excavation deeper than 9" (approximately 1 spade depth) will be permitted adjacent to any roadway or pathway.
12. Every Tenant must make provision for composting on their plot.
13. A Tenant wishing to make pathways within or around their allotment plot should use grassed walkways, biodegradable weed control membrane or concrete slabs which must be maintained in a safe and level state. The use of gravel, sand, tarmac, crushed stone, wooden duckboards, plastic sheeting, carpet or other aggregates is prohibited. The Tenant should bear in mind clause 3 'Conditions of Letting' in the Tenancy Agreement before bringing materials onto the allotment site.

14. The use of appropriate horticultural grades of black plastic sheeting in order to help with control of weeds is allowed, but the use of non-horticultural plastic sheeting, carpet, or similar other materials as ground cover in order to control weeds is not permitted.
15. Raised beds may be used where the beds are not more than 9" high. The beds must be open to the earth at the bottom.
16. The use of persistent weed killers that render the soil unusable for more than a few hours is not allowed.
17. Application of any material by sprayer (e.g. insecticides, fungicides or herbicides) must only be undertaken in calm conditions and must not drift onto neighbouring plots.
18. No well, pond or water features are permitted on the allotment sites.
19. Water taps, where provided, are for communal use. A Tenant with a water tap on their plot must allow other Tenants to use it.

The Tenant shall not remove bulk soil, clay or turf from the site.