

ALLOTMENT TERMS AND CONDITIONS



NORTHAM TOWN COUNCIL

ALLOTMENT TERMS and CONDITIONS

The main purpose of your allotment is to produce fruit and vegetables for food and flowers for cutting.

Secondary purposes include using your plot for leisure, preserving wildlife and biodiversity, exercise, wellbeing and lifelong learning. An allotment is a community and fellow plot holders can be a good source of advice and fellowship.

We encourage you to have your own compost area (to compost any green waste) and a means of harvesting and storing water on your plot as a matter of good practice.

Improved biodiversity is a key aim of the Council, and allotments already are a haven for wildlife. We encourage any and all wildlife friendly practices **as long as** these do not disadvantage surrounding plot holders.

Any proven threat to protected species will result in immediate termination of your tenancy.

The Council is not liable for any loss (including by accident, fire, theft, flooding or damage of any tools or contents of sheds and greenhouses). The Council must show due care and attention in the management of the allotment site in this regard.

Both you, as a plot holder, and the Council have liability under the *Occupiers Liability Act*. Health and safety on allotments is everyone's responsibility. You need to make sure your plot is as safe as possible for everyone. You have a duty of care for anyone on your plot regardless of whether they have permission to be there. What this means is that you must minimize hazards and risks (for example always use tools safely, beware of sharp edges on materials etc).

All named tenants may only have one allotment plot administered by Northam Town Council.

All named tenants must be residents within the parish administered by Northam Town Council.

All allotment tenancies are subject to the following conditions (throughout, the word *Tenant* is used, whether there is a joint or a sole tenancy).

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General

1. All children should always be properly supervised while on the allotment site. They are not allowed on other plots without that plot holder's permission.
2. You can only bring dogs onto your plot or allotment site if they are always kept on a lead and under proper control. If you or a visitor to your plot brings a dog onto the site, you must clear up any dog poo and dispose of this at home and not at the site.
3. The rent shall be payable yearly in advance. If a tenancy is taken up in the year (between 1st October and 30th September), a full year's tenancy fee may be requested.
4. Notices or advertising should not be placed on your allotment.
5. The Tenant needs to notify the Council of any change of address within thirty days.
6. You need to allow any representative of the Council entry to and inspection of the condition of the allotment and any building erected thereon.
7. You must not remove soil, topsoil, gravel, sand or clay from the allotment site.

Biodiversity

8. The Council recommends that chemicals are used as a last resort when cultural and biological controls have not been sufficient.
9. Should plot holders need to use chemicals¹, they must be in date and stored off site.
10. They must be approved products that comply with all current national, regional and local regulations and Council guidelines.

Cultivation

11. Allotment plots are to be used as an allotment for the sole purpose of growing vegetable, fruit and flower crops for domestic consumption.
12. A minimum of three quarters of your plot should be in a cultivation cycle², with a range of different crops being grown. Your plot should be generally kept in a tidy condition. Up to one quarter of your plot can be used to grow flowers (see appendix A).
13. Many plot holders have standing crops over the winter and have fruit trees and bushes that should be maintained. All allotment plots should be tidied, prepared and made ready for planting in the spring.

¹ Pesticides include herbicides, insecticides, slug pellets, pesticides, fungicides, algaecides, moss killers and all such products or materials.

² The cultivation cycle is: *ground preparation - planting of crops - tending and harvesting fruit and vegetables* on a continuous annual basis (see appendix A)

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14. No single crop may cover more than one quarter of your plot.
15. You may only plant fruit trees or bushes on your plot (not ornamental trees and bushes³). Any new fruit trees you plant must be on dwarf root stock which will grow up to a maximum of 3m (10ft) in height (proof of variety may be required). New trees must be planted as near to the centre of your plot as possible.
16. Fruit bushes and fruit trees must be pruned and not cover more than one quarter of your plot. The plants must not overshadow adjoining allotment plots, or overhang boundaries or encroach on pathways. The Council may tell you to remove any trees that are, or are becoming, a nuisance to others.
17. Mature fruit trees on your plot (trees that have been growing on the allotment for over 10 years) may be a hazard to you and your neighbours. Mature trees may be over 3m (10ft) in height and overhang more than one plot. If you have such a tree on your plot you are encouraged to get advice about pruning it. You should not prune any branches over 75mm (3 inches) in diameter. Tree branches and roots which exceed 75mm (3 inches) in diameter may need specialist tools and the help of professional tree surgeons which must be paid for by the plot holder.
18. Lawns, large play areas and equipment associated with a domestic garden are not suitable for an allotment.
19. The trees and shrubs surrounding the allotment site are maintained by the relevant Council or authority in line with the biodiversity duty. These trees can only be pruned with permission from the relevant Council or authority.
20. There are many different cultivation methods and methods such as *No Dig* and *permaculture*, which are increasing in popularity. You can ask to leave a maximum of 25% of your plot fallow/uncultivated for rotational purposes only. This must be requested in writing, setting out the dimensions of the area and period required. This will be considered by the Council agreed if appropriate **before** the area is left fallow/uncultivated.
21. Non-cultivation of a plot to these standards will result in termination of your tenancy.

Water Supply, BBQs, Bonfires, Carpets and Rubbish

22. You need to make your own arrangements for collecting and storing water on site. Wherever possible water butts should be covered.
23. BBQs, Bonfires and the use of personal incinerators is not allowed. Any plot holder contravening these conditions will be dealt with via the termination policy.
24. You must not use carpets or underlay to cover your plot.

³ Whether conifers (e.g. spruce, fir, pine) or deciduous (e.g. eucalyptus, oak, ash).

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25. You must store any maturing composting materials in properly constructed containers or in well-maintained heaps. You should dispose of any non-compostable materials or woody waste by taking it home or to the Council recycling facility in Bideford.
26. Please don't bring rubbish and household waste onto your plot or any part of the site and remove all rubbish you create on site. This should be done through the year and at the end of your tenancy. If your plot is untidy and you are storing rubbish there (especially household goods and/or toys) this is a breach of the conditions and may be dealt with via the termination policy.

Ponds

27. You are allowed to put a small wildlife pond on your plot. Any pond structure must be temporary and must not be formed using concrete or other hard landscaping material. Ponds must be situated at least 1.8m from any communal path and should not exceed the maximum surface area of 1.5 square metres.
28. Ponds must be no deeper than 60cm at the deepest part. Ponds must have shallow sloping sides, incorporating a hedgehog ladder. You must ensure that the edges of the pond remain clearly visible. Ponds must not be allowed to stagnate. We recommend ponds are surrounded by a low fence or barrier. It is your responsibility to carry out a risk assessment to avoid any risk to other site users especially children.
29. Ponds should have suitable planting around the boundary and you must include oxygenators and other plants in your pond. Ponds should be self-sustaining but may be topped up from your own allotment plot water supply.

Paths

30. The allotment site is open in aspect and access to and around plots should be unrestricted. Permanent fences over 1m in height should not be erected without permission from the Council. Any officer of the Council or any person appointed by the Council (that can include a member of the Site Committee) must be permitted to enter any allotment plot for inspection purposes or to investigate complaints.
31. Paths between plots need to be maintained at 0.6m width. The main way through the allotment should not be encroached upon and needs to be at least 2.4m wide.
32. All communal paths including the main path must be always kept clear of obstructions and must not be encroached upon.
33. Neighbouring plot holders have a shared responsibility for keeping any path between their plots well maintained. Paths must be kept clear and free of any trip hazards. Plot holders should also keep within the set boundaries of their plot and not encroach upon any neighbouring plot.

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Buildings

34. If there is no shed on your plot, you need to ask permission to erect one. The Council recommend that it be no bigger than 7ft x 5ft. Sheds should not be positioned to shadow neighbouring plots and no inflammable material (for example, petrol for tools) should be stored in them.
35. If there is no greenhouse on your allotment, you need to ask permission to erect one. The Council recommend that it be no bigger than 7ft x 5ft. No inflammable material (for example, petrol for tools) should be stored in them.

Safety

36. You can only access the site via an authorised entrance, you must not make any other means of entrance or exit.
37. You must not store or use any hazardous or poisonous materials on your allotment plot.
38. The Council has a responsibility to deal with vermin but does not employ a Pest Control Officer. Rats, squirrels and pigeons may often be found on allotment sites, especially if there is inadequate maintenance of plots.
39. Insects such as wasps may also be a problem. The Council should be notified and their advice sought to deal with any significant rodent or other pest infestation.

Allotment Inspection

40. The Council carries out three inspections a year, in April, July and October each year. If the Council considers a plot is not being maintained in accordance with these it will be dealt with via the termination policy

Termination and Appeals Policies and Process (also see Appendix B)

Failure to comply with the Allotment Terms and Conditions will result in the Termination Process being activated.

41. You should expect a Council representative to regularly visit your plot. When you pay for the use of your plot, you agree to the Council's Terms & Conditions.
42. If the cultivation standard at any time on a plot is below the 75% required by the T&Cs, this could trigger the termination process. The Council will exercise a degree of lenience in your first year.
43. A preliminary site inspection will be made early in the year to identify any plot considered below the average cultivation standard on that site.
44. The Council may send enquiry letters, e-mails and/or make a phone call to ask about your intentions for your plot. If necessary, you may be asked to contact the Council within 2 weeks. If you do not reply within this period a first warning letter will be issued. This is the start of the formal process that could end with the termination of your tenancy.

Terminating your tenancy

45. At any time, you may terminate your tenancy of a plot by telling the Council. If this is done by phone or face-to-face, you should also write or email the Council (admin@northamtowncouncil.gov.uk) to confirm your intention. You need to include the date on which you intend to leave your plot.
46. Notice to quit an allotment plot may be issued by the Council as an outcome of the Termination Policy and Process. This will be done in writing and the letter given to the Tenant either personally or by leaving it at his/her last known address. Notices to quit will allow a tenant two weeks to clear their plot of crops and any belongings they wish to retain.

Appendix A: Characteristics of a cultivated allotment plot

The plot is tidy and relatively weed free: This means that tools are tidied away, rubbish is removed and pathways are clear. Every plot has some weeds or plants out of place and it is not expected that the plot is kept totally weed free. If non-productive plants, weeds and grass are beginning to hide the plots, the plot needs attention. Care needs to be taken when plants produce seeds – neighbouring allotment holders may not want the same plants as you do.

The plants on the plot are healthy: Planting should be ordered and organised to ensure a good crop. Plants should be watered regularly, pruned as necessary and removed if they are failing or diseased.

Plants are yielding a crop: Healthy plants will produce a good crop. In season, plants should be producing fruit, vegetables or flowers. Not all plants will produce in abundance.

Crops are harvested: The harvest is not left on the plants to rot. Fruit and vegetables are picked and windfalls tidied.

After the harvest, through the winter and early spring: The ground prepared for the new season. At the end of the season, plants which have finished cropping should be dug out or pruned back, ready for winter.

Appendix B: Termination and Appeals Policies and Processes

Written Warning:

This warning will be sent to the email address you provided OR posted to your home address if we do not have an email address for you.

It will give you one calendar month from the date of the email/letter to return your plot to an acceptable condition. It is very important that you acknowledge receipt of the warning letter either by e-mailing admin@northamtownCouncil.gov.uk or by writing to the Community Engagement Officer (admin@northamtowncouncil.gov.uk) and/or the Town Clerk (townclerk@northamtowncouncil.gov.uk).

Your plot will be re-assessed at the end of the calendar month and there are three possible outcomes:

- If you have made the improvements requested in the warning letter this will be acknowledged and no further action taken
- If you have made some progress but not achieved all improvements requested in the warning letter you will be put on probation for 6 months and your plot re-assessed at the end of this period
- If you have not made the improvements requested in the warning letter the Council will issue a Termination of Tenancy Notice.

Termination Notice:

A Termination of Tenancy will be issued by the Council if the conditions set out in the warning letter have not been met (or if you have been terminated for breach of another area of the terms and conditions). Plot holders who have their tenancy terminated will be excluded from waiting lists for a period of 3 years.

You will be given 2 weeks to clear your personal items (such as tools, harvestable crops or poly tunnels) from the date of the termination notice. If you do not clear your personal items, the Council reserves the right to charge you any costs for clearing your plot.

If you receive a warning letter following two consecutive periodic inspections during your ongoing tenancy and on the following third occasion your plot is found to be noncompliant with the terms and conditions, your tenancy will be terminated with no right of appeal.

In most cases you will have the right to appeal a termination notice. Your appeal must be submitted in writing within 14 days of the date of the termination letter. The appeal should be addressed to the Town Clerk at the Council offices.

Appeal Process:

An appeal hearing will be called where you will have an opportunity to present your case. The hearing will comprise an Appeal Panel of three councillors, including at least one of the Chair or Vice-Chair of the appropriate committee or the Mayor or Deputy Mayor. The panel may have to visit your plot before the appeal hearing. The decision of this panel is final.

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The Appeal Hearing will be minuted and the minutes sent to both you and the panel to make sure there is a record of the process. There will be the opportunity for everyone present at the Appeal Hearing to ask you, the Council's representative and any witnesses (you may bring two witnesses) relevant questions.

At the end of the hearing both you and the Council can sum up their case.

Appeal hearing – step by step

- Case presented by the Officer
- Both you and the Appeal Panel can ask the Officer any questions
- You present your case
- The Officer and the Appeal Panel can ask you questions
- The Officer sums up their case
- You sum up your case.

There are three outcomes for the Appeals Panel to consider:

- Uphold the termination
- Re-instate you with a probationary period of 6 months, where any further breach of the Allotment Terms and Conditions will result in immediate termination with no right to appeal
- Re-instate you with no probation.

If the Appeals Panel decides on a probationary period it will, after 6 months, make a review. Following the review, the Appeals Panel will decide whether the conditions of the probationary period have been met. If there are no issues, you will remain on your plot. If there are breaches of the probationary conditions, or of the Allotment T&Cs, the Panel have a right to immediately terminate your tenancy with no further right of appeal.

The Tenant shall observe and perform any special conditions that the Council consider necessary to return the allotment to a condition expected by these terms and conditions.