



## **Allotments Policy**

### **1. DEFINITIONS**

- 1.1 'The Council' means Crewkerne Town Council and includes any committee of the Council, or any person authorised to act on behalf of the Council.
- 1.2 'Allotment Site' means an area of land set aside by the Council, for the purpose of growing vegetables, flowers, and fruit.
- 1.3 'Allotment Garden' means an area of land, which may vary in size, within each allotment site, that is available to rent for an annual sum.

### **2. INTRODUCTION**

- 2.1 This document sets out:
  - The eligibility criteria for renting an allotment garden
  - Procedures for allocation of allotment gardens
  - Allotment administration
- 2.2 The Council reviews this allotment policy regularly and reserves the right to amend this policy document at any time at its own discretion.
- 2.3 The legal relationship between Crewkerne Town Council (The Council) as landlord and allotment holders as tenants, is defined within tenancy agreements.

### **3. TENANCY AND ELIGIBILITY CRITERIA FOR RENTING ALLOTMENTS**

- 3.1 The tenancy is subject to the Allotments Act 1908 to 1950 and to the regulations endorsed on this policy.
- 3.2 The rent is due on the 1st day of April each year. On sites where water is available, the tenant agrees to pay a proportion of the water charges based on the water usage for the previous twelve months. Where a new tenancy is commenced part-way through the year, a proportionate rent will be charged for the remaining months of the first year's tenancy.
- 3.3 To be eligible to rent a statutory allotment a person must be 18 years or older and a resident of the defined Parish of Crewkerne. Any change of address should be notified, in writing, to Crewkerne Town Council within 7 days. Should an allotment holder move outside the parish boundary they will be served one month's notice to terminate their tenancy. The Council maintains a waiting list for eligible people across all Council owned sites. The Council reserves the right not to accept applications for allotments.
- 3.4 No household may have more than one allotment garden in Crewkerne, whether Council or private. If they already have a private allotment, they must declare this at the time of

application. Their name will then be added to the waiting list only on the strict understanding that they terminate the private allotment tenancy, should they be offered a Council allotment. Should any tenant take up another allotment elsewhere, they must notify the Council immediately and their tenancy will be terminated in accordance with 3.5.

- 3.5 The tenancy of the allotment garden shall terminate on the death of the tenant, and/or whenever the tenancy or right of occupation of the Council terminates. The tenancy may also be terminated by the Council if:
- The rent is in arrears for not less than 40 days or
  - If the tenant is not duly observing the conditions of their tenancy or
  - If the tenant acquires another allotment
- 3.6 If the allotment is handed back to the Council part-way through the tenancy, rent will not be refunded.
- 3.7 The Council reserves the right to vary these conditions at any time at its own discretion.

#### **4. ALLOCATION OF PLOTS**

- 4.1 The Council supplies information regarding vacant plots as they become available to the person/persons at the top of the waiting list to allow applicants to visit and inspect the plot before making a decision to confirm their tenancy. In making such offers, the Council will endeavour to consider applicants' preferences of size and location of plot.
- 4.2 Where more than one plot becomes available at the same time, the Council will contact the appropriate number of people at the top of the list regarding the vacant plots and these are allocated on a 'first come first served basis'.
- 4.3 Applicants at the top of the list are given first refusal and three weeks to respond to the offer. If no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take an offered plot, applicants may defer twice and retain their place in the list until another plot becomes available. If applicants wish to defer a third time, their names will be moved to the bottom of the list. If the plot is not taken by the person at the top of the list, it is offered to the next person.
- 4.4 When an applicant confirms their wish to commence a new tenancy, having identified the vacant plot and clarified that they are eligible, they are required to sign a tenancy agreement and to pay appropriate charges and fees within ten working days before being allowed to start work on the plot.
- 4.5 The preferred method of payment is bank transfer. Alternatively, cash or cheque can be accepted. Please contact the office for more details regarding this.
- 4.6 All allotments are let on an 'as seen' basis. The Council is not able to carry out improvement or clearance work for new tenants beyond making the plot safe. The Council may at its discretion carry out appropriate actions to tidy any vacant overgrown plots. The Council reserves the right to divide or amalgamate plots as they become vacant.
- 4.7 Each allotment tenancy is leased in the name of one person only, even if more than one person works on the plot. There is no automatic right of inheritance, however, the other person can make a representation to the Council before the tenant vacates the plot, seeking the Council's agreement to take over the tenancy. The Council considers such representations on a case-by-case basis.

- 4.8 The tenancy of an allotment is personal to the tenant named in the agreement. In the case of group tenancies, the tenancy belongs to the group itself, covering all members of the group, not only the individual named signatory of the tenancy.
- 4.9 The tenant may not assign, sublet, or part with possession or control of all or any part of their allotment without permission from Crewkerne Town Council. (This shall not prohibit another person, authorised by the tenant, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness, or is on holiday. The Council should be informed if this is the case.)
- 4.10 Plot allocation is restricted to one plot per tenant. Tenants cannot go back onto the waiting list for additional plots. If a tenant wishes to rent a plot on a different Council owned site, they must join the bottom of the waiting list. On acceptance of another site, they must terminate their tenancy and vacate the current plot. Tenants of full-size allotment gardens may request for their plot to be split if a written application is made to Crewkerne Town Council. The granting or refusal of such requests is at the discretion of the Council.

## **5. ADMINISTRATION**

- 5.1 The Council provides and maintains an allotment waiting list and tenancy records in accordance with the Data Protection Act 2018. Tenants may contact staff by email or telephone during its published office hours. Any queries about this policy should be referred to the Council.
- 5.2 The Council promotes 'best practice' on its allotment sites and encourages sustainable environmental management. It seeks to make sites as accessible and usable for all allotment tenants as possible and consider requests for improvements where required for disability access.
- 5.3 The Council will provide a water supply at the War Memorial allotments only, at its discretion. Where a water supply is provided the fees payable will reflect this.
- 5.4 The Council assists security at its allotment sites by providing boundary fences/hedges/gates where appropriate. Whilst the Council maintains third party insurance concerning its allotment sites, tenants should maintain public liability concerning their own allotment gardens. The Council accepts no responsibility for any damage, loss or theft that may occur.
- 5.5 The Council assists security at the Bincombe allotments by providing a locked gate. The tenant will be issued with a code for access. No codes shall be passed to anyone other than the person authorised to work on the allotment garden. Whilst working on the allotment, the gate should remain closed, ensuring the padlock is on the inside. The tenant is to ensure that the gate is locked on leaving the allotments.
- 5.6 The Council assists security at the War Memorial allotments by providing a locked store/toilets. The tenant will be issued with two keys. No keys shall be passed to anyone other than the person authorised to work on the allotment garden. The tenant is to ensure that the store/toilets are locked on leaving the allotments. On termination of the tenancy all keys must be returned to the Council. The Council reserves the right to remove access to the toilets should they be misused or left in a poor condition.

## **6. TRANSGRESSION OF TENANCY**

- 6.1 Following a transgression of tenancy, the tenancy agreement will be terminated either with immediate effect, or at the end of the current tenancy, following a decision by the Council.

## **7. DISPUTES**

- 7.1 The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden.
- 7.2 The tenant shall not obstruct any path set out by the Council for the use of occupiers of the allotment gardens.
- 7.3 Disputes between tenants shall in the first instance be referred to the Town Clerk. If the matter still cannot be resolved, then the matter will be referred to the Amenities Committee and the subsequent decisions of the Committee are binding on all concerned parties.
- 7.4 The Council and tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 7.5 Tenants must not discriminate against, harass, bully, or victimize any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 7.6 No tenant must cause another tenant harassment, alarm, or distress. Any violence or threats of violence or damage to another property will be grounds for immediate termination of tenancy and possible prosecution. Please visit our website to view our policies on this matter: [Governance and Policy - Crewkerne Town Council \(crewkerne-tc.gov.uk\)](http://crewkerne-tc.gov.uk)
- 7.7 Complaints about harassment are in the first instance to be referred to the Council who will investigate the matter. If the complainant is satisfied at that point, then the matter will end there. The complainant will be able to respond within one month of the decision with reasons. If the complaint is not satisfied, then both parties, within one month of the decision, may lodge all papers and evidence relating to the matter with the Council for a decision. Please visit our website to view our policies on complaints: [Governance and Policy - Crewkerne Town Council \(crewkerne-tc.gov.uk\)](http://crewkerne-tc.gov.uk)

## **8. RENT**

- 8.1 The tenant must pay the invoiced rent within 40 days of the due date.
- 8.2 The rent year runs from 1<sup>st</sup> April-31<sup>st</sup> March. Tenants taking up any allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 8.3 A tenant may voluntarily relinquish their allotment at any time giving 14 days' notice, or have their tenancy terminated for breach of the tenancy agreement before year end, but no rebate will be payable.
- 8.4 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. If the Council must dispose of any such material not removed by the tenant, then the full cost of disposal/clearance shall be charged to the outgoing tenant. The plot should be left clean and tidy.

- 8.5 Rent may be increased annually to coincide with the beginning of the new allotment year, provided that the Council takes reasonable steps to give at least 90 days' notice. This notice will be in writing to individual tenants. Failure to give written notice to any individual tenant will not invalidate that, or any other tenants rent to increase.

## **9. CULTIVATION**

- 9.1 The tenant shall keep their allotment garden free from weeds and maintain it in a good state of cultivation, with a minimum of 75%. An area that is annually cleared of weeds yet remains un-cropped or unplanted for one year will be considered as non-cultivated.
- 9.2 The tenant shall use the plot as an allotment garden only; that is to produce flowers, vegetable or fruit crops, excluding trees, for consumption by the tenant and their family, and for no other purpose.
- 9.3 From the start of the tenancy agreement the tenant will have a two-month period in which enforcement for non-cultivation is not applicable. The Council reserves the right to visit any of the allotment sites at any time and will inspect plots between the months of April-October. In the case of non-cultivation there is only one warning given. If a plot is not brought up to an acceptable condition within the time frame set out in the warning, the Council will then serve a termination of tenancy notice, for which there is no appeal.
- 9.4 The cultivated area is defined as the area that is cultivated for crops or flower production. Cultivation requires the tenant to regularly dig, mulch, prune and weed 75% of the plot. Compost bins, water butts, glass houses, poly-tunnels and fruit cages are also included within the cultivated area.
- 9.5 The maximum amount of the allotment garden to be hard landscaped e.g., patio, internal paths, shed etc. is 25%.
- 9.6 If a plot is brought up to an acceptable standard but then left to fall into non-cultivation again, the Council will serve another warning. The Council will only serve two warnings in a five-year period before repossessing the plot.

## **10. HEDGES, INVASIVE PLANTS AND PONDS**

- 10.1 Tenants are responsible for maintaining any hedge on or alongside their plot. Hedges should be trimmed at least once a year so as not to obstruct access. Hedges should not be cut back during the bird nesting season, which runs from 1<sup>st</sup> March - 1<sup>st</sup> September.
- 10.2 The tenant shall not, without the written consent of the Council, cut/prune any timber or trees, or take/sell any mineral, gravel, sand, or clay from the allotment site.
- 10.3 No fast-growing conifers or invasive plants such as willow or bamboo may be planted.
- 10.4 No new ponds or wells will be permitted on any allotment garden. The use of items as ponds for water storage is not allowed on safety grounds.

## **11. WATER, BONFIRES AND OTHER RESTRICTIONS**

- 11.1 Sprinklers are prohibited. Hose pipes are not allowed unless they are used from a trough or water butt using a submersible pump.

- 11.2 The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 11.3 Bonfires are not permitted at the War Memorial allotments. Bonfires are permitted at the Bincombe allotments, for the burning of materials from the allotment garden only i.e., diseased plants and dried out organic matter that will burn without too much smoke or hazardous residue. The allotment holder must be a member of the Allotment Society, or another body that supplies public liability cover. Any damage occurred as a result of a bonfire would be the responsibility of the tenant. The burning of any materials —plastics, tyres, carpet, MDF, laminated wood etc is strictly prohibited. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990.
- 11.4 The Council, with good reason, and publicised to all plot holders, reserves the right to prohibit bonfires on a specific plot or allotment site.
- 11.5 Before a bonfire is lit, allotment holders must check to ensure that there are no explosive substances or pressurised containers within the materials. Fires should not be left unattended and must be extinguished at least 60 minutes before leaving the site. The premises should be checked immediately before leaving, and any smouldering or flames that are discovered must be extinguished. Adequate and suitable equipment must be kept in readiness to control or extinguish the fire.
- 11.6 All potentially toxic materials should be removed from the allotment site and disposed of appropriately.
- 11.6 Tenants may not remove any mineral, sand, gravel, earth, or clay from the allotment gardens without written permission from the Council.

## **12. STRUCTURES AND FENCING**

- 12.1 Sheds and sided structures shall be included within the 25% area for non-cultivation. Poly tunnels and fruit cages will be included within the cultivated area.
- 12.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure, the tenant will be contacted, and if no successful conclusion has been reached, the Council reserves the right to remove the structure and charge the cost to the tenant.
- 12.3 The tenant shall not, without the written consent of the Council erect any building on the allotment plot. No glass structures are permitted.
- 12.4 Any structures erected on the allotment shall not be made from hazardous material (e.g., asbestos) and the colour should be in keeping with the environment. The maximum size of a shed/structure should be 1.8m long x 1.22m wide x 2.13m high (6ft x 4ft x 7ft). Oil, fuels, lubricants, or any other flammable liquids shall not be stored in any shed.
- 12.5 The Council will not be held responsible for loss by accident, fire, theft, or damage from the allotment plot.
- 12.6 All structures must be adequately secured to the ground to prevent uplift, with sheds requiring a footing on slabs bedded on sand. All structures must be kept within the

boundary of the allotment and must not be constructed over underground utilities (e.g., water pipes).

- 12.7 Solid fences next to a neighbour's plot should not exceed 1m in height, and wire/trellis fencing should not exceed 1.5m in height.
- 12.8 The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
- 12.9 The tenant shall be responsible for the removal of all structures and fencing before the expiry of the tenancy.

### **13. LIVESTOCK AND BEES**

- 13.1 The tenant should not keep any animals or livestock (excluding bees) on the allotment, without written permission of the Council.
- 13.2 Bees shall not be kept unless the applicant has submitted a request and received written permission from the Council. There should be a maximum of 2 hives on any one allotment site, and they should be for personal use only. The Council reserves the right to withdraw their permission at any time.
- 13.3 The tenant/beekeeper must be a member of the British Beekeepers Association (BBKA). They must maintain their membership of the BBKA whilst keeping bees on the allotment to ensure that the Associations insurance cover continues. Evidence of membership (including valid insurance cover) must be produced prior to permission being granted, and annually thereafter.
- 13.4 The tenant/beekeeper must ensure that they have provided competent care and management of the bees and hives and have the knowledge and skills to ensure the wellbeing of the bees. Management and manipulation of the bees and hives must, as far as possible, be carried out at appropriate times to minimise disturbance to other plot holders. The BBKA operates a well-established national system of assessments and examinations for beekeeping skills at a number of levels, and it is expected that a beekeeper should as a minimum, have passed the BBKA's Basic Assessment in Beekeeping. Evidence of passing this basic assessment must be provided to the Council prior to written permission being granted.
- 13.5 The tenant/beekeeper must have completed a risk assessment and submitted it to the Council prior to the siting of the hive/s.
- 13.6 The tenant/beekeeper has a duty of care to other allotment gardeners working nearby, and to all members of the public. To this end they must ensure that only gentle strains of bees are to be kept. If the bees become aggressive or exhibit excessive 'following' tendencies, the tenant/beekeeper shall rearrange to requeen the colony or remove the colony altogether.
- 13.7 The hives must be registered and available for inspection by the Regional Bee Inspector. All hive equipment is to carry a suitable mark identifying its owner.
- 13.8 Signs 'Beekeeper at work' should be displayed prominently whilst the beekeeper is working, and for around half an hour afterwards, to ensure that no one accidentally walks nearby.

- 13.9 Tenants must accept full responsibility for the hive. Should a swarm occur, the tenant is responsible for ensuring that the bees are removed by a suitably qualified beekeeper at the tenant's expense.

#### **14. MANAGEMENT OF BEES**

- 14.1 Bees should be encouraged to fly at a good height (i.e., above head height) by surrounding the hives with a 2m high fence or similar boundary. (Bird netting, trellis covered in plants, or tall plants can be adequate.) The position of this fence/barrier is to be agreed in writing with the Council before its installation.
- 14.2 Handling bees should be done at times when the bees are very active, thus leaving fewer in the hive. When opening hives, every care should be taken to ensure that it is not a busy time (i.e., busy weekend afternoons), and that the weather conditions are favourable (i.e., not raining, windy or thundery).
- 14.3 Always ensure there is someone else on site when handling bees, in case of emergency. Protective beekeeping clothing must be worn.
- 14.4 Tenants/beekeepers should not use the designated allotment area as storage space for keeping equipment that does not contain bees. No wax comb should be left exposed in an apiary, it must be stored in a bee proof way. Allotment tenants have a duty as part of the Allotment Tenancy Conditions not to cause a nuisance to others. In the keeping of bee on an allotment site, tenants should take all reasonable measures to minimise potential nuisances.
- 14.5 The tenant/beekeeper shall inspect the hives weekly from April to July in accordance with BBKA guidelines and advise other tenants about this inspection procedure to ensure they are aware of the greater number of bees flying during the inspections.
- 14.6 Defra officials, the Regional Bee Inspectors, have statutory powers to access hives to deal with disease. The Council will co-operate fully with them in this regard.
- 14.7 The tenant/beekeeper must prove the Council with contact details of a person of sufficient competence to deal with emergencies such as swarming during any such period that the beekeeper is absent or unavailable.

#### **15. BEEKEEPING COMPLAINTS**

- 15.1 Any complaints from plot holders/members of the public regarding beekeeping on our sites should be directed to the Council.
- 15.2 Should the Council receive several complaints it will be necessary for a re-evaluation of the siting of the bee hives to be undertaken.
- 15.3 The Council may issue a notice requiring the removal of the hives within 14 days if:
- The beekeeper contravenes any of the conditions stated in this policy.
  - A complaint that the bees have caused nuisance or danger to other plot holders or members of the public is upheld; or
  - Substantive information is received that requires a review of the arrangements.
  - If the Council has cause to investigate complaints of nuisance, costs of official inspections will be passed to the tenant for payment.

## **16. DOGS**

- 16.1 Dogs must not be brought onto allotment sites unless they are on a short lead or otherwise restrained at all times.
- 16.2 Tenants with dogs must ensure their dogs do not persistently bark or harass allotment tenants.
- 16.3 The burial of any pets or animals on any allotment land is strictly forbidden.

## **17. SITE SAFETY, SECURITY AND DUTY OF CARE**

- 17.1 Tenant's plots, the allotment site or any structures on the site may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 17.2 Tenants, even when not on site, have a duty of care to others on the allotment site or to others on any land adjacent to it. This includes visitors, trespassers, other tenants, themselves, and wildlife. This is particularly relevant in relation to:
- The timing and usage of mechanical equipment such as trimmers and rotavators, and the means to power them, such as petrol, oil, and gas. Tenants should only bring sufficient fuel onto the plot for their requirements and take away any fuel left over.
  - The prevention of obstruction of pathways
  - The sturdy construction of any features on the plot
  - The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommend application and storage methods, rates and precautions must be adhered to, and containers disposed of safely.
  - The safe storage and usage of tools
  - Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner

## **18. SECURITY AND MAINTENANCE OF STRUCTURES ON YOUR PLOT**

- 18.1 Unsafe working will be seen as a breach of these rules and may result in immediate termination of tenancy. The tenant shall be liable for any damage or injury caused by unsafe working practices.
- 18.2 Tenants may not bring, use, or allow barbed or razor wire on the allotment.
- 18.3 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants, or contents on the allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept on the site. Tenants should report incidents of theft and vandalism to the Council and the police.

## **19. UNAUTHORISED PERSONS AND VISITORS**

- 19.1 Only the tenant, or a person authorised or accompanied by the tenant, is allowed on the site, other than the public footpaths.
- 19.2 The tenant is responsible for the behaviour of pets, children and adults visiting the allotment. In an instance where a visitor breaches site rules, then the tenant will be held equally responsible.

19.3 A tenant's plot is not suitable for private gatherings. The playing of amplified music is strictly prohibited.

This policy replaces the previous Allotment policy

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