MALTBY TOWN COUNCIL – ALLOTMENTS [LIMESWAY SITE]

THIS AGREEMENT is made the……day of……..

BETWEEN

(1)

of

("the Council") and

(2)

of

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.

1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.

1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at ("the Allotment Site") numbered on the Council's allotment plan and containing approximately square metres ("the Allotment Garden").

3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from at an annual rent of £ which is payable to the Council by the Tenant on the of each year ("the Rent Day").

3.2. 12 months notice of any rent increase will be given by the Council to the Tenant in of the preceding year to take effect the following year.

3.3. Water supply shall be included in the rental charge.

3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4. Rates and Taxes

4.1. The Council will pay all rates and taxes

5. Cultivation and Use

5.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

5.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

5.3. The Tenant shall have at least ¼ of the Allotment Garden under cultivation of crops after 3 months and at least ¾ of the Allotment Garden under cultivation of crops after 12 months and thereafter.

5.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

6. Prohibition on Under letting

6.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (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 site representative to be informed of the other person's name.)

7. Conduct

7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

7.2. The Tenant must comply with the conditions of use attached as Schedule 1.

7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

7.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.

7.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

7.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

8. Lease Terms

8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

9.1. The tenancy of the Allotment Garden shall terminate

9.1.1. automatically on the Rent Day next after the death of the Tenant, or

9.1.2. by either the Council or the Tenant giving to the other at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

9.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment Garden being required:

9.1.3.1. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

9.1.3.2. for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

9.1.4. by re-entry if the rent is in arrears for not less than 40 days, or

9.1.5. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

9.1.6. by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or

9.1.7. by the Council giving the Tenant at least one months notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the borough, district or parish.

10. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

11. Change of Address

11.1. The Tenant must immediately inform the Council of any change of address.

12. Notices

12.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

12.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

12.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

12.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

13. Appendices

13.1 The tenant confirms that they have received a copy of 'Schedule 1: Conditions of Use' which forms part of the tenancy agreement and that they will abide by the councils 'Allotments Management and Policy Rules' which the tenant has read and understood.

Appended: Schedule 1 Conditions of Use
Appended: Schedule 2 Allotments Management and Policy Rules

Executed by the Council by

Signed: Dated:

In the presence of

Signed by the Tenant Dated:

In the presence of

SCHEDULE 1

Conditions of Use

1. Trees

1.1. The Tenant not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay.

1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges and Paths

2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

2.3. Public paths and haulage ways (roads) must be kept clear at all times.

2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.

3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

4.1. An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.

5.3. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site**.** The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

5.4 No fires are permitted on the Allotment Site.

6. Dogs

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

7.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels**)** to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)

7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

8. Buildings and Structures

8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.

8.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.

8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.5. The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.

9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.

9.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.

9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

11. Notices

11.1. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

12. **Car Parking**

12.1. Only the Tenant or persons acting for them are permitted to bring cars (or any other motor vehicle) onto the site. No private vehicles to be taken on to the allotments site unless it is required for loading or unloading purposes.

SCHEDULE 2

Allotments Management Rules and Policy

1. Purpose

This policy seeks to:

- Establish the principles which will guide the establishment and management of allotments under the management of Maltby Town Council.
- Set standards for the provision of allotments.
- Define the responsibility of each party.
- Put in place a framework to develop and manage allotments in partnership with users.

2. Scope

The policy applies to the Maltby Town Council Limesway Site and not those managed by any
other associations.

Definition of an Allotment Garden Section of the Allotment Act 1922 defines the term "allotment garden" as "an allotment not exceeding 40 poles [1011.72m²] in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family."

3. Allotment Fees

Allotment garden rent is payable to the Council on the first day of April each year. The rent must be paid in full within 30 days of receipt of the notice of payment letter, after which period the Council can legally give 30 days' notice to quit for non-payment or any shortfall in payment.

Allotment garden rents will be reviewed periodically each year and may be adjusted immediately without prior notice. New allotment holders taking over a vacant plot mid-year will be charged a nominal amount based on the number of months remaining.

4. Deposit

A deposit of £25.00 is required to secure a plot. This will be returned after termination providing the plot is left free of weeds, compost heaps, piles of soil, broken glass, debris, and is in a satisfactory condition to re-let straight away. You must also have returned the key.

5. Tenants

5.1 Age and Residency for Allotment Tenancies

Maltby Town Council will give preference to new allotment garden tenancies to people living within the town council parish boundary. The applicant must be a minimum of age 18 years of age. Residents outside the parish council boundary may apply for an allotment but should be advised that where there is a waiting list, preference will be given to Maltby

residents. If a tenant permanently moves out of the town boundary s/he will not be required to give up the tenancy of their allotment garden.

5.2 Allocation

Each allotment will be allocated to a single applicant. Allotments will be offered on a "first come, first served" basis. Whilst there is a waiting list for allotments the plots will only be let to residents of Maltby. If at any time there is no waiting list and plots become vacant, they can be let to people outside of Maltby. Where it is necessary, the waiting list will be held by the council.

Waiting List

Individuals will be placed on the list in date order upon receipt of a completed application form (Appendix A). The council at their own discretion may allocate and let half a plot following any requests received from applicants. Allotment holders are not permitted to hold more than one full plot of two half plots in total.

When a plot becomes vacant it will be offered to the person at the top of the list. Should the person at the top of the list reject an available plot, they will be removed from the list. The rejected applicant may re-apply to be placed on the list, however it will be the new application date which determines their position on the list.

It is the responsibility of all applicants to keep the Council informed of any change in their personal details. The Council will periodically contact those on the list to ensure details are still correct and that the individual still wishes to remain on the list.

Failure to respond to these requests will result in the applicant being removed from the list. The Council reserves the right not to grant an allotment garden tenancy where there is evidence of previous plot misuse or a history of enforcement action for such as matters as non-payment of rent or cultivation issues or eviction.

5.3 Co-workers / Plot Partners / Sub-letting

A co- worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. However co- workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co- workers is not permitted and the tenant must still have a regular involvement in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot and for the rent of the plot.

5.4 Allotment Leases

Each tenant will be provided by an allotments lease which must be signed and returned prior to the taking up of an allotment.

5.5 Nuisance

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property. Allotments should only be visited between the hours of 7am – 10pm to avoid disturbing local residents at unreasonable hours.

5.6 Admittance

The Council has the right to refuse admittance to any person other than the tenant or member of his family to the Allotment Gardens unless accompanied by the tenant or a member of his family.

5.7 Security

All allotment holders have a responsibility for ensuring that the main allotment gate is kept locked when leaving the site.

5.8 Change in Circumstances

The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.

Tenants who are unable to work their plot as a result of illness or have other reason for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

5.9 Children

Children are welcome on allotment garden sites but must be supervised by a responsible adult at all times.

5.10 Cultivation Standards and Maintenance

The Town Council recognises that although the allotment tenancy leases include the standard obligations for the tenant to keep the plot clean, free from weeds, in a good state of fertility and cultivation, and for paths to be kept well maintained, the town council has the authority to monitor and enforce those obligations. As a minimum requirement, the standards and conditions are set out below to assist allotment holders.

Standards and Maintenance	
Bee-Keeping	The keeping of honey-bees is not permitted.
*Buildings and Structures	No buildings or ponds should be erected on the Allotment Garden, provided that consent shall not be refused or be unreasonably withheld for the erection of a garden shed or greenhouse, the maximum size and positioning of which shall be determined by the Council. The Tenant may require permission from the relevant planning authority. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures. All sheds, greenhouses, polytunnels and other structures shall be kept in good repair by the allotment holder and to the satisfaction of the Council. Oil, fuel, lubricants or other inflammable liquids should not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only. The Council will not be held responsible for loss by accident, fire, theft or damage from an Allotment Garden.

*Car Parking	Only the Tenant or persons acting for them are permitted to bring cars (or any other motor vehicle) onto the site. No private vehicles to be taken on to the allotments site unless it is required for loading or unloading purposes.
*Chemicals, Pests, Diseases, Vermin	• Only commercially available products from garden or horticultural suppliers should be used for the control of pests, diseases or vegetation. • When using any sprays or fertilisers the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and comply at all times with current regulations on the use of such sprays and fertiliser. • The use and storage of chemicals must be in compliance with the all relevant legislation. • Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.
*Dogs	Dogs should not be brought onto the Allotment Site unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces are to be removed and disposed of off site by the Tenant.
*Hedges and Paths including barbed wire	Every hedge that forms part of the boundary of the tenants Allotment Garden must be properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keeping all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on the tenants Allotment Garden. No barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site must be used by the tenant Public paths and haulage ways (roads) must be kept clear at all times. All paths must be kept a minimum of 45 centimetres wide.
*Livestock	Except with the prior written consent of the Council the Tenant can not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.) Livestock must be kept so that they are not prejudicial to health or a

	nuisance.
*Security	The Tenant will be issued with a key to access the Allotment Site either by car or on foot. No replicas are to be made. No codes should be passed to anyone other than the person authorised by the Tenant to work on his Allotment in accordance with the allotment agreement. The key is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.
Skips	The town council will supply one skip for the benefit of tenants once a year in Autumn if deemed necessary.
*Water/Hoses/Fires	The Tenant should practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant should not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. No fires are permitted on the Allotment Site.
*Trees	Tress may not be pruned, apart from carrying out the recognised pruning practices of fruit trees without the prior written permission of the council. Trees may not be planted other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.
*General	The Tenant should not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site. The Tenant must cover any manure on the Allotment Garden which has not been dug in. All non compostable waste shall be removed from the Allotment Site

	by the Tenant. The Tenant should not utilise carpets or underlay on the Allotment Garden.

**Extracted from the Allotments Society [Conditions of Use Document] and modified by the town council.*

Cultivation	
*Use of Garden	The Tenant should use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition. The Tenant can not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.) The Tenant should have at least ¼ of the Allotment Garden under cultivation of crops after 3 months and at least ¾ of the Allotment Garden under cultivation of crops after 12 months and thereafter. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.
Cultivation	Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 75% of the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. The remaining 25% of the allotment area is to be kept tidy. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. The tenant will be responsible for dealing with any moles which enter their plot. The tenant is also responsible for maintaining the footpath to the left and front of the allotment.

**Extracted from the Allotments Society Tenancy Model Document and modified by the town council.*

6. Termination of Tenancy

6.1 Death

The tenancy shall terminate as convenient after the death of the tenant. The Council has the discretion to allow the allotment to pass to a spouse or partner.

6.2 Termination

The tenancy may also be terminated in any of the following manners:

1) By the allotment holder at any stage during their tenancy

2) By re-entry by the council at any time after giving three months notice in writing to the tenant on account of the allotment plot being required for any purpose (not being used for agriculture) for which it has been appropriated under any statutory provision or for building, mining or other industrial purpose or for roads or sewers necessary in connection with those purposes.

3) If the rent is in arrears of not less than forty days whether legally demanded or not

4) If it appears to the council that there has been a breach of the Conditions and Agreements by the tenant in accordance with the tenancy leases. In such cases the Council shall send an informal warning letter, followed by a formal warning letter 30 days later asking that the breach be rectified. If no action is taken or a reasonable explanation for the matter provided following the issuing of two warning during one year, then the Council will provide the tenant with 30 days notice to vacate.

5) If the tenant becomes bankrupt or compound with his creditors.

6.3 Yielding up

When giving up the allotment plot at the termination of the tenancy the plot must be left free of weeds and debris and in a satisfactory condition to re-let straight away, otherwise the deposit will be retained.

6.4 Service of Notices

Any notice may be served on a tenant, in writing, either personally or by hand delivered letter to their last known address or by a registered letter addressed to the tenant.

7. Inspection and Enforcement

7.1 Inspections

Any officer or agent of the council shall be entitled at any time when instructed by the council to enter and inspect the allotment garden. The Inspections Procedure and Criteria is attached (see Appendix B)

7.2 Risk Assessment

The Council will complete an annual risk assessment of the Allotment Gardens site with the objective of removing any risks completely, or reducing any risks to an acceptable level. Any remedial action is the responsibility of the tenant, written notifications will be sent, with a date by which the remedial action must be taken. Where the required action is not taken by the date requested, a second ‘notice to remedy letter’ will be sent with a revised date. If this subsequent letter is ignored then a notice to quit will be served on the allotment holder.

7.3 Failure to Comply

Allotment garden sites and plots will be regularly inspected by the Council, and tenants who fail to comply will be contacted and requested to address any issues raised with them.

Failure to comply with any such notice may result in further warnings and ultimately the Council has the power to give tenants Notice to Quit as per tenancy agreement between the Council and allotment garden tenant.

7.4 Enforcement

The following enforcement procedure will apply:

a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.

b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.

c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

7.5 Power of Eviction

In the event of a serious breach of the Tenancy Agreement, the council or duly authorised officer reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure above.

7.6 Special Conditions

The tenant of an allotment must observe and perform any other special conditions the Council considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment garden in accordance with these rules.

7.7 Amendments

Maltby Town Council reserves the right to amend this policy and rules at any time. A copy will be issued to allotment holders in writing in the event that there are any changes made to this policy.

8. Appendices

a) Appendix A – Allotments Application Form (to be completed by the applicant)
b) Appendix B – Allotments Inspection Procedure and Criteria
c) Appendix C – Sample letters that may be issued to tenants

9. Further Information or queries please contact:

Maltby Town Council, Edward Dunn Memorial Hall, Tickhill Road, Maltby, S66 7NQ

Telephone: 01709 814060

Email: admin@maltbytowncouncil.co.uk

Policy Details

Date First Adopted: TBD **Document Status:** Draft

Review Period: Annual [To be re-adopted annually at the Annual Meeting of the Council in May]

Version: _____ **Disposal Period:** _____

APPENDIX A

Allotment Application Form

You must be a permanent resident within Maltby and aged 18 or over to apply for an allotment. We will put you on the waiting list and contact you if you are top of a list and a plot becomes available. Please make sure that you notify us of any change of address or other contact details so that we can contact you with an offer of a plot.

Information for applicants after joining a waiting list

1) It is your responsibility to keep Maltby Town Council informed of up to date contact details.
2) Waiting list applicants who cannot be contacted due to incorrect contact details will be removed from the waiting list.
3) Applicants not responding to invitations to view plots will be removed from the waiting list.
4) Applicants rejecting two available plots will be removed from the waiting list.
5) Applicants sent a tenancy agreement for a plot and not returning a signed copy of this within one month of the date on the agreement, will be deemed as having refused the offer of the plot. The plot will be offered to the next person on the list and your name will be removed from the waiting list.

Waiting list position and waiting times

Priority for allotment plots will be given to residents of Maltby. Unfortunately we are unable to inform applicants of how long they can expect to remain on a waiting list before they are offered a plot. Allotments usually become available as a result of a tenant giving up a plot or if a tenancy has been terminated due to a tenant breaking the rules. As a result it is not possible to accurately predict how many plots may become vacant during any given period. If you wish to apply for an allotment please fill in the application below.
Questions marked with an asterisk (*) must be completed.

Allotment Application Form

Name * …….
Full Postal Address * …… ……
…… ……
Postcode * ……..Telephone * ……....
Email ……
Date of birth* …… Signature……..…….
Date…….

Please return the form to: Maltby Town Council, Edward Dunn Memorial Hall, Tickhill Road, Maltby, S66 7NQ **Telephone:** 01709 814060 or **Email:** admin@maltbytowncouncil.co.uk
By completing this form you consent to your personal information being collected and used by Maltby Town Council in relation to your rental of an allotment plot. Your personal information will not be disclosed to third parties or used for direct marketing purposes.

APPENDIX B

Allotments Inspection Procedure and Criteria Limesway Site, Maltby

1. **Inspection Procedure**

Allotment inspections can be undertaken at any time by a duly authorised agent or officer on behalf of the Town Council.

As a minimum the Town Council will ensure that the are undertaken three times a year which may include the months of May, July and September.

Criteria

The checks the officer will be undertaken are set out in the attached document.

Improvement Notices

If an issue is found by an officer during inspection, an improvement notice is sent to the tenant outlining what needs to be resolved and by providing the tenant with a minimum of 28 days to address the issue prior to reinspection.

The re-inspection will be carried out after the 28 days. A notice relating to cultivation or weed infestation will remain active for three months after it is issued.

Notices for waste on a plot or other non-cultivation related issue, will remain active until the issue is addressed. If on re-inspection the issue has been addressed, the notice is cancelled and the tenant will no longer be on notice. If the officer finds the issue has not been resolved, a second improvement notice will be issued. This effectively will provide the tenant a second chance to improve their plot.

If the tenant has a good reason as to why they cannot work their plot, they should contact the council as soon as possible. If a notice has been received by mistake, this should be reported to the council.

Receiving a Notice

Most notices may be issued for poor cultivation or weed-infested beds, but they can also be issued for overgrown boundaries, plots infested with brambles and long grass, dangerous structures, as well as tenants having illegal waste on their plot. The tenant will need to deal with the issues identified before the earliest reinspection date on the notice in order to pass it.

Difference between a weed and cultivation notice

A weed notice relates to weed infestation on existing beds and will state in the drop-down notice reasons that you are failing to control weeds on your plot. Usually a weed

notice is best responded to by simply tidying your plot and ensuring all bed areas are dug over before the reinspection.

A cultivation notice relates to the percentage of the plot you are cultivating. Cultivation notices can be issued due to excessive areas of lawn or grass pathways and overgrown and non-cropped bed areas – including overgrown hedging and bramble-infested areas.

In order to avoid a cultivation notice, the tenant will need to be cultivating at least 75 per cent of the allotment area. Cutting back weeds or covering beds with weed-suppressing material may not be enough to pass inspection. Of the two, the cultivation notice will tend to require more work to put right. However both notices will lead to the termination of the tenancy.

Allotment Waste Notice

Tenants often bring building materials or green waste from their home or work onto the allotment. Often this is in breach of rules and results in a waste notice. Any amount of non-allotment green waste will result in a waste notice and any materials brought onto the allotment that is not being used to cultivate crops will also be liable to a waste notice. If you have a notice then the council expect you to remove all the materials that are not being used for cultivation from the plot. Particular problem materials include broken glass or glass windows or frames, unused plastic materials (including play equipment) furniture, metal waste, or any painted wood or MDF. Also any organic material that is causing a health risk will result in a waste notice.

Re-inspection and how this process works

Re-inspections are undertaken no earlier than 28 days from the date printed on the letter, but at any time up to three calendar months after the notice date if the issues raised relate to cultivation or weed infestation.

If you have a notice relating to any other missus of plot, say for waste materials, or having over sized structures or oversized or poorly maintained flock of hens or cockerels, then that notice remains active until the issue is resolved.

Normally the officer making the re-inspection will expect to see a considerable improvement. If this is the case but you are still not in line with allotment rules then you may receive a second notice; however if your initial rule breach was serious and on re-inspection you have taken no noticeable action then your tenancy may be ended at the first re-inspection.

Ideally a tenant will respond swiftly to a notice, as the longer an issue like weed infestation or poor cultivation is left, the harder it gets to put it right. Strimming and tidying the plot to reduce overgrown vegetation is not sufficient to be viewed as the required ‘considerable improvement’ and could result in a second notice being issued, although not termination, on re-inspection.

If a tenant is exploring methods for killing weeds over time, the use of quality black plastic or woven weed mat is recommended, rather than carpet, which we would ask tenants not to use.

2. Inspection Criteria Checks

Plot number:

	Criteria / Observations	Yes	No	Comments
1. Cultivation				
The officer will initially look at the entire plot to see that the majority of it is being cultivated and cropped. If it isn't, or if large areas towards the front or rear of the plot have been left unworked, this will likely lead to the tenant receiving a cultivation improvement notice.	**1. The plants are healthy** • The planting should be ordered and organised ensuring a good crop. • Plants are watered regularly, pruned as necessary and removed if they are failing.			
	2. Plants are yielding a crop Healthy plants will produce a good crop. In season, the plants should be producing fruit, vegetables or flowers. Not all plants will produce in abundance. There will be good and bad years, but if the plot is cared for this will give you plot holder the best chance to grow tasty fruit and veg.			
	3. Crops are Harvested The harvest is not left on the plants to rot. Fruit and vegetables have been picked, windfalls are tidied. After the harvest, plants should be dug out and the ground prepared for the new season.			
2. Weed Growth				
	1. Seeding Particular attention will be paid to seeding weed plants within beds. Where there are large areas of weeds, a weed notice will be issued. Uncontrolled areas of perennial weeds such as brambles, nettles and rank unmanaged grass will be inspected. Beds with established and seeding weeds alongside crops will also be liable to a weed improvement notice. <u>Checks</u> • The plot is tidy and relatively weed free - This means that tools are tidied away, rubbish is removed and, within reason, pathways			

	are clear.(Everyone has the odd weed or two, so the expectation is not to keep the plot weed free, but if the weeds are beginning to hide the plants, the plot is in need of attention. There should be no more than what could be removed in an hour or so) **2. Seasonality** Seasonality will be taken into account when the officer inspects. At mid-summer, most of the plot should be used for growing crops. Plots mostly covered in plastic mulch or carpet will be liable for notice, as may a plot given over mainly to cut grass. During the autumn and winter months, the plots will have become weedy in the late summer they are being cleared and improved, however this does not the tenant should be sowing crops. Generally if the winter months are being used to improve the plot by clearing waste and increasing cultivation, then this will be taken into account. However if a plot has been let go in the summer, a winter improvement notice will be issued.			
1. Waste and Rubbish				
	1. Level of Waste The level of waste will be assessed on the plot, in particular if new waste materials have been brought onto the site. The tenant will be expected to keep the materials they bring onto their plot to a minimum. Items such as double glazing, timber, doors, tyres and building or landscaping materials are of particular concern. **2. Waste Items** Any items of household furniture, as well as material that may break down and pollute the soil, or pose a health and safety hazard will also lead to an improvement notice being issued. Any indication that a tenant has burnt waste on their plot, especially if it is inorganic, will lead to a notice and serious cases of burning polluting materials, such as plastic and carpet, may lead to the council taking further legal action.			

2. Other Breaches				
	1. Potential Hazard This may include potential hazards such as overly deep ponds or the use of glass bottles for bed construction; leaning or dangerous structures or structures without permission. Checks that trees are being kept under control and are not causing excessive shading and vegetation is not overhanging other plots and tracks will also be made.			

Considerations and Officer Comments Summary

1) **How long has the tenant been on the plot?**

2) **What was the condition when it was taken over?**

3) **Is there any previous monitoring?**

4) **Is any further action required? Indicate details and take photos**

APPENDIX C

Sample Letters

The Council or Duly Authorised Officer reserves the right to make the final changes to letters issued to tenants. Below is a sample of letters a tenant may expect to receive from the council.

Letter 1 – following a first inspection if plot untidy and needs work

Dear xx

Following a recent inspection of the allotments it was noticed that your plot has quite a quite a few weeds, and it is starting to look untidy and unworked with a lot of weeds growing. I have attached a photo taken on the day of inspection.

In accordance with the terms and conditions for the allotments each plot must be kept "clean and free of weeds and in a good state of cultivation and fertility". I would be grateful if you could clear your allotment of weeds as soon as possible, and return the allotment to a good state of cultivation.

If you are having difficulty managing your allotment, then please do let me know and perhaps we can organise some temporary help for you.

I look forward to hearing from you shortly.

Letter 2 – breach letter - following a second inspection and no work is noted

Dear xx

Please see attached photos.

Further to my previous letter, I can see that no work has been done on your plot and it is looking very neglected and overgrown.

In accordance with the terms and conditions for the allotments each plot must be kept "clean and free of weeds and in a good state of cultivation and fertility". I would be grateful if you could clear your allotment of weeds as soon as possible and ensure that you are cultivating it.
As you have not contacted me to ask for help, or to explain the reasons for the issues with your allotment, I unfortunately have to advise you that I will complete a further inspection of the plot in 30 days (Monday xxx) and expect to see an improvement. Otherwise I will consider you to be in breach of your agreement and will be left with no option but to request that you vacate the plot.

Letter 3 – Final notice to quit

Dear xx

I refer to our letters of xx and xx concerning the condition of your allotment garden. As no action has been taken by you, we have now terminated your tenancy of allotment plot no xx
Please return your key to this office immediately, as this plot will be allocated to the next person on the waiting list.

During the above process, if contact is made by the tenant and some work is done, then the process will re-start from letter 1.