



# **DUFFIELD PARISH COUNCIL Allotment Policy**

## **1 OBJECTIVES OF THE POLICY**

- 1.1 The Council is seeking to ensure it is adopting a clear, measurable and sympathetic approach to the management of its facilities, including allotments, which will take account of the sometimes-contrasting needs of a variety of facility users.
- 1.2 The Council through the policy will endeavour to always offer the highest standard of service in undertaking its management and regulatory responsibility.
- 1.3 Any complaints relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

## **2 ALLOTMENT PLOT ALLOCATION AND FINANCIAL MANAGEMENT**

- 2.1 All allotment holders will be issued with a legally binding tenancy agreement, which is subject to the Allotment Acts of 1908 and 1950, within 7 days of taking on the allotment.
- 2.2 The Parish Clerk will maintain a register of allotment holders which includes name, address, telephone number and email address.
- 2.3 The Parish Clerk will maintain an in-parish and out-of-parish waiting list with preference given to those on the in-parish waiting list.
- 2.4 The rent shall be paid on 1 April each year by the Tenant to the Council by cheque or bank transfer.
- 2.5 The Tenancy of the Allotment Garden(s) shall terminate on the next yearly rent day after the death of the tenant.
- 2.6 The Council may terminate the Tenancy by re-entry after one month's notice in writing:

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### **Approvals**

Revised and Approved by Cemetery Committee on 19 July 2017

Policy will be implemented from 1 April 2018

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- If the rent is in arrears for not less than 40 days; or
- If the tenant is not duly observing the Rules affecting the Allotment Garden or the adjacent Cemetery, or any other term or condition of his/her tenancy.

2.7 The Council may terminate the tenancy by giving three (3) months' notice in writing expiring on 31 December in any year.

2.8 The Tenant may terminate the Tenancy by the giving of three (3) months' notice in writing expiring on 31 December in any year.

### **3 ALLOTMENT RULES AND REGULATIONS**

3.1 The Tenant shall keep the Allotment Garden clean and in a good state of cultivation, fertility and condition, including the immediately surrounding grassland and paths.

3.2 If a Tenant leaves an Allotment Garden requiring a huge amount clearing before anybody else can move on the Council reserves the right to charge the Tenant for this work.

3.3 The Tenant shall not install any pond or water feature on the Allotment Garden.

3.4 The Tenant shall not, without the written consent of the Council, plant trees of any sort.

3.5 Tenants with an Allotment Garden containing an existing tree must keep them pruned to a maximum height of 2 metres.

3.6 The tenant shall not, without the written consent of the Council, install any water storage device including water butts, and any such device shall be kept safe and secure at all times.

3.7 The Tenant shall not cause any nuisance or annoyance to a fellow tenant, visitors to the adjacent Cemetery, or occupiers of neighbouring properties, or obstruct any path set out for the use of the allotment gardens or the Cemetery

3.8 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof, without the written consent of the Council.

3.9 The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.

- 3.10 The Tenant shall keep every hedge and the plot that forms part of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintain and keep in repair any fence and any gates on the Allotment Garden.
- 3.11 The Council will notify the Tenant in writing if the Allotment Garden is not properly maintained and the Tenant must rectify this within one (1) month of the date of the letter, unless there are extenuating circumstances about which the Tenant informs the Parish Clerk.
- 3.12 If an Allotment Garden isn't rectified in accordance with 3.11 above the Council will terminate the Tenant's contract and the plot will be re-let. The Council will charge the Tenant the full costs of the works required to bring the plot into a re-lettable condition.
- 3.13 The Tenant shall not, without the written consent of the Council, erect any building on the Allotment Garden.
- 3.14 The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use by fellow tenants or the users of the adjacent Cemetery.
- 3.15 Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.

### Version Control

<b>Version</b>	<b>Author</b>	<b>Approval</b>	<b>Amendments</b>	<b>Renewal/Notes</b>
1	Kath Gruber	Cemetery Committee 19/7/17	2.3; 2.7; 2.8; 3.2; 3.4; 3.5; 3.11 & 3.12	
2	Kath Gruber	Full Council 6/9/17	Above amendments	To Allotment Association Nov 2017 for information

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