



Greater Willington Town Council

Allotment Gardens

Lettings Policy

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Definition of an Allotment Garden

The Allotment Act 1922 defines the term “allotment garden” as “an allotment not exceeding 40 poles [10.11.72m²] 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”

**This Policy is intended to improve the management of the Council’s existing stock of allotments following a review of the current “Rules for Letting”
The Policy and any and all supporting documents are to be formally adopted at
Greater Willington Town Council’s Annual General Meeting 10th May 2017**

Policy

1. Age and Residency for Allotment Tenancies

Greater Willington Town Council will only grant new allotment garden tenancies to people living within the administrative boundary of the Greater Willington Parish and who are a minimum of 18 years old. The allotment garden can only be held in one name at a time, and joint tenancy agreements are not available.

The Town Council is not obliged to continue to offer an allotment tenancy on an annual basis once a tenant permanently moves out of the Greater Willington Parish.

However, for existing tenants who move outside the Parish and wish to retain their plot. An offer to renew their tenancy will only be made if the garden has been cultivated as an allotment garden and kept in a clean and tidy condition.

Tenants who move outside the Parish will not be awarded the 50% discounted rent in April each year. There will be a 70% charge for rent.

Allocation

Allotments will be offered on a “first come, first served” basis and where required a waiting list will be held by the Council for each site. Applicants may apply on the list for more than one site.

Individuals will be placed on the list in date order upon receipt of a completed application form.

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 decline more than one offer of a plot they will be removed from the list. Such a person will be entitled to re-apply to be placed on the list for that particular site. However, it will be the new application date that subsequently 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. Greater Willington Town Council will periodically write to those on waiting lists to ensure details are correct and that an individual 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 matters as non-payment of rent, cultivation issues or anti-social behaviour.

2. Co-workers / Plot Partners

A co-worker is someone who resides within the Parish and 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 even if he or she chooses to nominate a co-worker.

The council will allow the tenant of a garden allotment plot to register another GWTC Parish resident as an “allotment garden co-worker” with the Council’s allotment service. The tenant is responsible for the co-worker and must inform the Council’s allotment service of co-worker arrangements by submitting an Allotment Co-worker Agreement; this must be signed by both the tenant and the co-worker. A tenant may register up to two co-workers.

Co-workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the tenancy. The tenant therefore is responsible for the co-worker’s actions at all times and both tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of, and comply with, the allotment tenancy rules.

Transfer of tenancy to co-workers will only be considered if the co-worker has been registered for a period of no less than three years or longer than the next person to be offered a plot on the waiting list.

A co-worker can only be registered as a co-worker on one Greater Willington Town Council allotment garden tenancy.

The tenant is allowed to terminate a co-worker agreement at any time.

3. Rent

Allotment garden rent is payable in advance to the Council on the first day of April each year without any deduction, (except as provided by law), and throughout the continuation of the allotment garden tenancy. The rent invoice must be paid in full within 40 days of receipt 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 each year and may be adjusted immediately without prior notice.

4. Use of Land

The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and this lettings policy. Any business use is strictly prohibited.

5. 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 50% 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 50% 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 half width of any paths / tracks adjacent to the allotment garden.

6. Use of Chemical Sprays and Fertilisers

The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm.

7. 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.

Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to quit. The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property.

8. Restriction on Assignment

The tenant may not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

9. Vehicles

The allotment garden tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.

10. Trees, Shrubs and Materials

The tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay. Please contact the allotment garden officer if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. See restrictions on Cropping below for advice on fruit growing.

11. Hedges, Fences, and Boundary Features

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1.5 metres, keep all drainage ditches properly cleansed and maintained and keep in good repair any existing boundary fences and gates on the allotment garden.

The tenant must not, without the written consent of the Council, erect any fence whatsoever sub-dividing any allotment garden. Allotment garden plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Fences must not exceed the permitted development height of 1.829 metres.

Rubbish must not be piled against fences as this can cause them to lean or rot, and impedes any maintenance. Any boundary disputes should be referred to the Council to determine

12. Buildings and Structures

Please see attached – **Rules for the construction of sheds and other structures pages**
Where appropriate allotment tenants must submit evidence of planning permission approval for a development from the local Planning Authority (D.C.C)

13. Barbed Wire

The tenant of an allotment garden must not use barbed wire or razor wire for a fence anywhere on the allotment garden or site.

14. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others as they grow.

No more than 30% of a plot holder's total land (by area) may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

15. Depositing Refuse / Disposal of Rubbish

The tenant is responsible for disposing of all rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment garden site, (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must not add to any illegal rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used.

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

16. Bonfires / Burning Rubbish

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic. Smoke from bonfires can be

annoying to neighbours, ruining their enjoyment of their garden. Bonfires can damage the health of children, the elderly and those with asthma and other breathing problems. Causing a nuisance in this way could lead to the termination of a tenancy. Fires must not be left to burn unattended or overnight.

17. Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

18. Live Stock

The tenant must not, without the written consent of the Town Clerk, keep any animals, hives or livestock of any kind on the land, except for hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. Tenants must comply with any animal husbandry conditions laid down by the Council and government agencies. Further details are available from the Department of Environment, Food and Rural Affairs (DEFRA) website.

Any part of the allotment garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Council.

Please see attached – **Rules Applicable to the keeping of hens on Allotments Gardens pages**

19. Bee Keeping

Although the keeping of honey bees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing using our beekeeping application form and we will then carry out limited consultations on site. Each application will be determined on its own merits. Greater Willington Town Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies.

20. Not to Display Advertisements

The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement or writing of any kind, other than the plot letter or number.

21. Inspection

The tenant will permit any officer of the Council, or other Council appointed agent, to enter on to the allotment garden at any time to inspect its state and condition.

22. Termination of Tenancy

The tenant must hand back to the Council vacant possession of the allotment garden on the termination of the tenancy, in a condition consistent with the due performance by the tenant of the provisions of these rules.

23. Service of Notices.

Any notice may be served on a tenant either personally or by leaving it at their last known address or by registered letter or by recorded delivery addressed to the tenant.

24. 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.

25. Wells

Tenants who have a well on their allotment garden are responsible for the safe maintenance of it and for providing and maintaining a strong, raised well surround and cover. No new wells may be dug at all.

26. Children

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

27. Failure to Comply

Allotment garden sites and plots will be regularly inspected by the Council, and tenants who fail to comply with this lettings policy 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 the allotment garden tenancy agreement between the Council and allotment garden tenant.

28. Legal Obligations

The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations.

29. Special Conditions

The tenant of an allotment garden 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.

30. 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.

31. Power of eviction

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

32. Amendment of these rules

The Greater Willington Town Council reserves the right to amend these rules at any time.

Appendix 1:

Greater Willington Town Council Rules Applicable to the Erection of Sheds, Greenhouses and other Structures on an Allotment Garden.

1) Approved Specification for Sheds, Greenhouses, Temporary Structures and Compost Containers.

2) Sheds, Greenhouses, Polytunnels and Pigeon Lofts

A plot holder is allowed to erect a single shed and either a greenhouse or a polytunnel on their plot, but only if they meet the following guidelines:

Large wagon bodies or big metal containers are not allowed to be brought onto allotment gardens. Where clear evidence can be provided by existing owners that containers have been on an allotment garden for some years previously the Council will consider granting an exemption.

Any existing pigeon lofts may remain, but no new ones may be constructed without seeking prior approval from the Council. Written advice should be sought prior to any planned major refurbishment of existing pigeon lofts. The allotment garden holder will be entirely responsible for seeking planning permission where required and any associated costs involved.

Sheds should be used solely for storing materials for use on the allotment garden. Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds. Tenants are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover.

3) Dimensions

The maximum size of shed (or greenhouse) permitted is 10' x 8' (approx. 3m x 2.5m) and for polytunnels is 20' x 10' (approx. 6m x 3m).

Polytunnels may not be erected without the prior written permission from the Council.

A plot holder wishing to build a structure on the allotment garden must inform the town council of their intention and gain written approval.

Allotment holders should apply to the County Council for permission to erect a shed (or greenhouse) in excess of the permitted size of 10' x 8'. A planning application may be required subject to tenant taking initial planning advice.

4) Construction

a) **Metal** - Approved manufactured design

b) **Timber** - Approved manufactured design. Self-constructed of clean sawn woods.

Cladding of planed soft wood, cedar wood, shiplap or weather boarding.

c) **Glazing** - Glazing in greenhouse must be with glass or horticultural P.V.C. materials. Thin polythene sheeting is not permitted.

d) **Roof** - To be laid on purlins. Rigid corrugated plastic is permitted on sheds.

Proper guttering may be fitted, leading to a water butt or tank.

e) **Finish** – Structures are to be painted or treated with a suitable wood preservative at three yearly intervals.

5) Siting

a) Where possible site at the rear of the plot or as directed by the Council or allotment association.

b) No permanent foundations are to be laid. The shed or greenhouse may be supported on temporary foundations not exceeding 9" (0.229 metres) in height and laid dry.

c) No additions or extensions are permitted without prior approval. The roof, sides and surrounding areas must be kept clear and tidy at all times.

d) All sheds, greenhouses and water containers must be kept in good condition at all times.

e) A gap of at least 2' (60cm) should be left between any structure and the boundary fence of any private garden abutting the allotment garden.

6) Restrictions

a) Felt covering on shed sides is not permitted b) No chimneys are permitted

7) Temporary Structure

a) Maximum Permitted Size - 600sq.ft / 55.74 sq metres b) Maximum Permitted Height - 7 foot / 2.13 metres

8) Construction of Temporary Structures

a) Framework of clean sawn timber, metal or approved manufactured design b) Covering of clean heavy gauge polythene sheeting

9) Compost Containers

a) Maximum permitted area – 4" x 6" x 3"

b) Construction - Wood or mesh or of an approved manufactured design.

c) Siting - Where possible at the rear of the plot or as directed by the Council

10) Fence

a) Fences should not exceed the permitted development height of 6". It is the tenants responsibility to secure planning permission if necessary.

Approval for anything that requires planning permission from the Town Council is not sufficient. Approval must be secured from Durham County Council as the Local Planning Authority.

b) Construction – Wood or mesh.

Appendix 2: Greater Willington Town Council Rules Applicable to the Keeping of Hens on Allotment Gardens

1) General

Greater Willington Town Council Allotment Rules only permit hens and rabbits to be kept on allotment gardens. For the purpose of these guidelines, poultry specifically means hens. However, allotment garden holders who currently keep other types of fowl, such as ducks, geese, quail etc, may be allowed to keep them on site if they can provide evidence to the Council that they have been on site for some years without complaint, or they have documentary evidence that they have previously been granted permission from the District Council to keep them.

The Allotment Acts 1908 – 1955 only refer to the keeping of hens, (but excludes cockerels), and rabbits. Section 12 of the 1950 Allotment Act states that “it shall be lawful for the occupier of any land to keep, otherwise than by way of trade or business, hens or rabbits in any place on the land and to erect or place and maintain such buildings or structures on the land as are reasonably necessary for that purpose: Provided that nothing in this subsection shall authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment.”

Situations where we may refuse to allow hens to be kept would include within 50m of a dwelling.

Poultry may be kept in a wide variety of conditions ranging from “free-range” to environmentally controlled systems.

Whatever the system, the most important factor is the welfare of the animals themselves;

Tenants must consider;

- Comfort and shelter;
- Readily accessible fresh water and a diet to maintain full health and vigour;
- Freedom of movement;
- The opportunity to exercise normal behavioural patterns;
- Light during the hours of daylight and a means of inspecting the birds at any other time.
- The prevention, diagnosis and treatment of lice, injury, parasitic infection and disease; and
- Emergency arrangements in the event of fire, flood, electrical failure

2) Allotment Garden Sites

The following conditions will apply;

a) The Allotment Garden Tenant

This person will be experienced in the overall keeping and management of poultry. The larger the flock of birds the greater the skills required, particularly in respect of recognising distress or disease and taking appropriate remedial action. The allotment garden tenant is encouraged to read the ‘**Code of Recommendations for the Welfare of Livestock – Laying Hens**’ from the Department of Environment, Food and Rural Affairs (DEFRA) website.

Animal Welfare Act 2006

Not only is it against the law to be cruel to an animal, you must also ensure that all the welfare needs of your animals are met.

These include the need:

- For a suitable environment (place to live)
- For a suitable diet
- To exhibit normal behaviour patterns
- To be housed with, or apart from, other animals (if applicable)
- To be protected from pain, injury, suffering and disease

Anyone who is cruel to an animal, or does not provide for its welfare needs, may be banned from owning animals, fined up to £20,000 and/or could be sent to prison.

b) Accommodation

This should provide proper shelter from the elements and, as appropriate, a means of exercise which may be extended by the provision of wire fenced well drained runs. A means of access to the shelter must be available to the poultry at all times, except where cleaning and disinfection etc, is being carried out. Any shelter should permit the allotment garden tenant to stand and inspect the birds. The accommodation will require regular cleansing and disinfection and all litter etc, needs to be disposed of in secure containers or located well away from any shelter or run. Nest boxes, roosting areas and perches must be properly located. Floors shall be provided of wooden construction. All exercise runs shall be escape and predator proof.

c) Ventilation

Circulation of fresh air should be provided by means of doors or other apertures. Birds should be protected from draughts and it is recommended that the accommodation/shelter entry faces due south. During hot weather, particularly warm humid conditions, all birds must have access to a well-drained exercise area. In certain cases, shading may be required.

d) Lighting

Poultry must have access to a minimum of 8 hours daylight during any day.

e) Feeding and Watering

Fresh water must be available at all times and all equipment kept clean and in good order. Feed should be kept in vermin proof containers. Any diet must be properly balanced for the type of bird and given in sufficient amounts to ensure the proper well-being of the animals. The risk of drinking water freezing during winter months must be considered.

f) Stocking Rates

Stocking rates should adhere to the Defra rules,

i.e., 1 square metre per chicken in a run

1 square foot per bird in a hen house

All poultry must be able to stand, turn round and stretch their wings, and have sufficient space to perch or sit down without interference from other birds.

All poultry must have access to a free draining exercise area.

The stocking rate will not only be dependent upon the ability of the allotment garden tenant, but also the type of poultry kept.

Tenants must keep no more hens than needed for personal use. As a guideline a hen lays on average of 5 eggs a week so an average family needs no more than 2 or 3 hens.

An Allotment Garden is not a suitable environment for the breeding of poultry and this is not approved.

g) Fire Precautions

Plans for dealing with fire should be made. All inflammable materials i.e., straw, waste litter and empty bags must be stored well away from poultry accommodation and exercise areas. A means of controlling any small fire should be available and the allotment garden tenant's (or deputy) emergency telephone number and contact address known to the Council or Allotment Association.

h) Frequency of Inspection

All birds must be inspected at least twice daily. The allotment garden tenant must allow the Council's animal welfare representative to inspect the poultry at any time.

i) Contact

The name and telephone number of the allotment garden tenant or his/her contact details must be made known and kept up-to-date to the allotment association / Council.

j) Disease Control

Any sick or injured birds must be removed immediately and treatment provided. The cause of any disease or injury will be identified and appropriate remedial action taken. Any national disease prevention and/or control programmes must be adhered to.

k) Cleansing and Disinfection

The accommodation and associated equipment should be regularly cleaned and disinfected. It is advisable to de-stock sites and allow a minimum seven days rest period.

Only good quality litter originating from premises where poultry are not kept should be used.

l) Transport

Any container used to transport poultry should be clean, in good repair and of a type suitable for the type of bird to be moved. All birds must be handled with due care. **The Welfare of Animals (Transport) (England) Order 2006** lays down provisions with regard to the loading, transport and unloading of poultry.

m) Improvement Notice

Where it is deemed necessary, in the interest of the welfare of any bird kept, to effect improvements to the accommodation or overall management of a site, Notice will be served accordingly. In certain circumstances immediate rectification may be directed.

n) Other General Points

Land on which birds are kept may become 'fowl-sick'. The time this may take will depend upon stocking rates, soil type and drainage. Muddy conditions will lead to ill-health and discomfort for the birds.

In addition;

- Precautions to protect against foxes, dogs, cats, rodents and other predators must be taken.
- No poultry may be kept for the purpose of fighting
- No poultry shall be a nuisance to residents and others who seek enjoyment from the environment in which they live or work
- Dead birds must be disposed of in accordance with the **Animal By- Products Regulations 2005**.

Advice on the construction of buildings and general management is available from the Community and Animal Health Team, Environment Health and Consumer Protection, Neighbourhood Services, Durham County Council. 03000 260000

I have read and understand the Allotment Lettings Policy and agree to conduct my tenancy in accordance with the rules outlined therein.

Tenants Name:

Plot Number:

Site:

Tenant Signature:

Date:

Town Council Signature:

Date: