



**Bollington**

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# Allotment Policy

This policy was adopted by the Council at its meeting held on 7<sup>th</sup> February 2023.

This version of the Allotment Policy supersedes any previous versions.

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Table 1 Document Version Control

<b>Version</b>	<b>Date</b>	<b>Initials</b>	<b>Comment</b>
00.01_2022	06/12/22	HW	Updated former version of policy
01.00_2023	07/02/23	HW	Approved by Personnel, Policy & Governance Committee on 11/01/23. Adopted by Full Council on 07/02/23.

Date of next review – Quarter 3 2024

## **1. Introduction**

The popularity of allotment gardening has increased in recent times creating a challenge for Councils to keep up with demand.

This policy aims to set out guidelines for the fair allocation of the allotment plots owned and or managed by the Town Council.

The Council currently manages two sites; one off Heath Road near Bollington Health and Leisure and one off Harrop Road.

## **2. Allocation**

- 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 Bollington, to be confirmed by the electoral register.
- If at any time there is no waiting list and plots become vacant, they can be let to people residing outside Bollington but within a 3 mile radius.
- Where it is necessary, the waiting list will be held by the Council.
- No individual, or collective individuals residing at the same address shall be entitled to more than one plot while a waiting list exists.
- 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 two available plots, they will be removed from the list. Such a person may re-apply to be placed on the list, however it will be the new application date which determines their position on 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.

## **3. Maintaining the Waiting 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.

## **4. Tenancy Agreements**

Once a plot becomes available and the person at the top of the list has been offered and accepted the plot a tenancy agreement must be signed by the prospective tenant and the Town Clerk, or a representative of the Town Clerk.

The agreements vary slightly according to the site.

## 5. Tenant Responsibilities

The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to seed or to cause a nuisance to neighbouring plots.

Tenants must only use their allotment plot for their own personal use and must not use their plot to carry out any business or grow produce for sale.

The tenant shall not deposit, or permit to be deposited, any refuse, rubbish or extraneous matter on their plot, or any other part of the allotment site. All arising's from the permitted allotment activities shall either be composted on the plot or burnt as outlined<sup>1</sup>.

Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders.

Any matter which is not relevant/essential/pertinent to the use of an allotment.

Under the Environmental Protection Act 1990 it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore the tenant must conform to the following requirements:

- Bonfires must be extinguished, if not burnt out, by dusk.
- Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift, etc.).
- Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots or has been brought onto site.
- Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.
- Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
- In the event of a reasonable complaint from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.

The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.

The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or in a boundary hedge.

The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

Where a plot adjoins a boundary hedge or ditch, the tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches kept cleared.

The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.

The tenant may not keep or allow other persons to keep animals or livestock (except hens, but not cockerels, or rabbits) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to always demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits and will not cause a nuisance to other allotment tenants (section 12 of the Allotments Act 1950).

Where there is access to mains water, tenants are permitted to connect hose pipes to the main water system to water their plots directly however care should be taken to avoid excessive water usage.

Any disputes between tenants should be referred to the Council and the decision of the Town Clerk will be binding on all tenants involved in the dispute.

Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council staff or members of the public.

All complaints in the first instance should be referred to the Town Clerk. The Council does operate a corporate complaints procedure, and details can be obtained from the Council.

Tenants who use pesticides are legally responsible for using these chemicals correctly and effectively. Tenants are advised to refer to the Health and Safety Executive guidance available at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>

All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.

All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith.

The tenant shall not, without the written consent of the Council, install ponds on their plot(s). Requests to install ponds on allotment plot(s), for example for encouraging the habitation of frogs, will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:

Size of allotment plot;

- Proposed size of pond;
- Proposed location of pond on allotment plot; and
- Proximity to communal paths and roadways.

The Tenant is required when entering or leaving the allotment site to lock the gates behind them at all times.

The Council accepts no liability for any loss, damage or injury to tenants, guests or any other person, or their belongings occurring on allotment sites.

Tenants are not permitted to take, remove or borrow crops, equipment or supplies that belong to other persons without prior consent of the owner thereof.

Tenants are not permitted to keep any vehicle(s) at the Allotment Site, or obstruct roadways

## **6. Council responsibilities**

The Council will provide public access to staff during normal working hours.

The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.

The Council will promote best practice on all its allotment sites and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

## **7. Inspections**

The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.

The site inspections will include the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers to meet allotment tenants, and to receive feedback.

Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:

A minimum area equal to 75% of the total plot should be under cultivation and in active use during the main growing season (March to September).

Tenants will ensure that areas of uncultivated ground do not become overgrown to an extent that it will become inconvenient to other or future tenants.

Tenants are permitted to cover an area of their plot with a cover to inhibit the growth of weeds. Rubber backed carpet is, however, not permitted for this purpose.

The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum area is under cultivation.

Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass exceeding an area equal to 20% of the total plot area. The minimum cultivation rule is still expected.

The Council will allow new tenants 3 months to cultivate 25% of the plot and 6 months to reach the 75% cultivation requirement. If additional time is required tenants must contact the Council to request a further grace period.

Any site problems should be reported to the Council as soon as possible.

Tenants should be given the opportunity to put things right if they have a change in circumstances and are unable to keep the plot fully cultivated. However, the onus is on them to contact the Council and explain the situation rather than waiting for an inspection to identify an issue.

## **8. Termination of Allotment Tenancy Agreements**

Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

The Council has the right to terminate the tenancy agreement if the Tenant is found to be in breach of any of these Allotment Rules.

## **9. Enforcement Process**

The following enforcement procedure will apply:

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

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

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