



EMERSONS GREEN

TOWN COUNCIL

Allotment Management Policy

Adopted by Open Spaces Committee: 5th November 2024.

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Introduction

Emersons Green Town Council has one allotment site in Dibden Lane. The site has approximately 100 plots of varying sizes.

The allotments are actively monitored, and holders are required to sign a contract including the terms and conditions for such. Once a year the Council holds Allotments Awards to which all holders are invited, a number of presentations and awards are given out at the event.

Definitions and Interpretations

“The Council” means Emersons Green Town Council hereinafter referred to as EGTC, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

“Allotments” means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers, and fruit.

“Allotment Tenant” means any person, 18 years or older and residing within the Parish Boundary, who has entered into an Allotment Tenancy agreement for an allotment plot situated within the Town Council site at Dibden Lane.

“Allotment Plot” means a defined area of land, within each allotment site, which is available to rent for an annual sum.

“Allotment Rent” means the annual charge for renting an allotment plot for 12 months, from the 1st of April to 31st March.

“Minimum Charge” means the minimum invoice amount that will be issued by the Council.

“Cultivation” means actively growing plants during the main growing season on an area of no less than 75% of the total plot area.

“Non-Cultivation Notice” means a formal notice, sent in accordance with section 7 of these Rules, calling on the tenant to commence cultivation or face further action leading to the termination of the allotment tenancy agreement.

1.1 The Council reserves its right to change the Allotment Rules and procedures from time-to-time but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Council’s website, on-site noticeboard and by letter or email). The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

Eligibility Criteria and Allocation of Plots

2.1 To be eligible for an allotment a person must be 18 years or older and reside within the Parish Boundary (section 23(1) of the Allotments Act 1908). <https://emersonsgreen-tc.gov.uk/about-the-area/parish-map/>

2.2 Potential tenants that wish to join the waiting list must complete an application form and agree to the waiting list policy. https://emersonsgreen-tc.gov.uk/wp-content/uploads/2024/02/Allotments-waiting-list-policy_Final.pdf

2.3 The Council will supply information regarding available plots and a member of the Council will meet onsite with potential tenants to show the available plots.

2.4 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

2.5 All allotment plots are let on an “as seen” basis. The Council does not routinely conduct improvement or clearance works for new tenants.

2.6 The Council operates a Waiting List managed directly by the Council. When a plot becomes vacant the plot is offered to the person on the top of the waiting list. People are given two weeks to respond to this offer and if no response is received within this time, the plot will be offered to the next person on the waiting list. Where, for example two plots become available at the same time, the Council will contact the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”.

2.7 The Council rents out full plots and varying sizes of this, and due to the increasing demand for allotment plots new tenants are being restricted to being able to rent either a half plot or smaller, according to what becomes available at the time and what is specified in the application form.

2.8 Where another person works the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person can make a representation to the Council, seeking the Council’s agreement to take over the tenancy. The Council will consider such representations on a case-by-case basis and if agreed, the tenancy will be transferred. This is limited to one plot only. The maximum plot allocation policy applies (see paragraph 2.9 below).

2.9 Plot allocation is restricted to the equivalent of one full size plot per household. However, if a tenant is allocated a half plot, they can apply to go back onto the waiting list for an additional half plot or to transfer to the equivalent of one full sized plot if they meet the following criteria:

- The person must have been a tenant at the site for a minimum period of 12 months.
- They must not have received any 'Non-Cultivation' letters or 'Notices to Quit' from the Council within the previous 12-month period.
- Must not currently hold more than one half sized plot.
- The named tenant must apply direct to the Council in writing or via email at clerk@emersonsgreen-tc.gov.uk.
- Plots are offered on an as-seen basis.

Disputes

3.1 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. NSALG may be able to offer guidance in this event.

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

3.3 All complaints in the first instance should be referred to the Town Clerk. The Council operates a Complaint policy available on the website or by request.

Council Responsibilities

4.1 The Council will provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, www.emersonsgreen-tc.gov.uk.

4.2 Tenants are advised to consider the National Allotments Association guidance available at <https://thenas.org.uk/joinus>

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

4.4 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.

4.5 The Council will assist security by providing funding towards boundary fences and/or hedges, with lockable access gates.

4.6 The Council will arrange for urgent and health and safety related ground maintenance operations to be conducted.

4.7 The Council will conduct monthly site inspections from March to November. Ad hoc inspections can also be completed at the Council's discretion.

Buildings and Structures

5.1 Written consent is required to erect any structure on a plot. Please see section 10 of the Tenancy Agreement for further information.

5.2 The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

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

5.4 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.

5.5 When a tenant ceases their tenancy on a plot, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.

5.6 Tenants must not remove, demolish, or alter in any way sheds or structures provided by the Council.

5.7 Tenants are advised not to store valuable equipment and materials in their sheds or structures.

5.8 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.

Site Management

6.1 The Council will arrange for regular site inspections, to ensure that each plot is being properly maintained and used. The Council reserves the right to access any plot in order to conduct these inspections. Site inspections will be conducted monthly from March to November and may also conduct ad-hoc inspections.

6.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve.

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

clerk@emersonsgreen-tc.gov.uk

Enforcement Process

7.1 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. Contact is made via the email address provided by the tenant. Only where no email address has been provided will tenants receive a written letter via post.

b) **Formal Warning** – The work required in the informal warning must be completed within a 14-day period, or an agreement for its completion must be arranged and agreed with the Town Council. Tenants who fail to respond to an informal warning within 14 days or to complete the work in the agreed time frame will be issued with a formal written warning. Contact is made via the email address provided by the tenant. Only where no email address has been provided will tenants receive a written letter via post.

c) **Notice to Quit** – Tenants who fail to complete the work required within the agreed period or fail to respond to a formal warning within 14 days will be issued a termination letter with 28 days' notice. Contact is made via the email address provided by the tenant **and** by written letter via post.

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 Enforcement Process.

8.1 The Council further reserves the right to terminate an allotment tenancy via one month's written 'Notice-To-Quit' pursuant to section 30(2) of the Allotment Act 1908 if:

8.2 Allotment rent is in arrears for 40 days or more (whether formally demanded or not)

8.3 Where the Council issues a 'Notice-to-Quit' to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

8.4 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining, or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to section 1 of the Allotments Act 1922. In all other circumstances the Council shall give tenants 12 months written Notice-To-Quit expiring before 6 April or after 29 September in any year.

Death of a Tenant

9.1 The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.

9.2 The plot will automatically be returned to the possession of the Council in the interim period until a new tenant is assigned.

9.3 Upon the death of a tenant, any person who worked the plot alongside the tenant, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

9.4 Plots will not be transferred automatically to a next of kin, if the next of kin wishes to continue with the plot this must be agreed by the Council.

9.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site.

9.6 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

Notices

10.1 Notices to be served by the council on the tenant may be:

a) Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) by first or second-class post, registered letter, recorded delivery, hand delivered; or sent via email to the last known email address provided by the tenant.

b) Served on the Tenant personally; or

c) Left in a prominent place on the Allotment plot.

10.2 Notices served under sub-paragraph a) above, will be treated as properly served, even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post (section 7 of the Interpretation Act 1978).

Child Protection and Vulnerable Adults (Safeguarding) Policy Statement and Procedure.

11.1 The Council acknowledges the duty of care to safeguard and promote the welfare of children and vulnerable adults and is committed to ensuring safeguarding practice reflects statutory responsibilities, government guidance and complies with best practice. The Town Council is committed to supporting vulnerable individuals in

maintaining their allotment tenancy while ensuring that allotment sites are well-maintained and accessible to all.

11.2 The policy recognises that the welfare and interests of children and vulnerable adults are paramount in all circumstances. It aims to ensure that regardless of age, gender, religion or beliefs, ethnicity, disability, sexual orientation or socio-economic background, all children and vulnerable adults involved with activities sponsored by or managed by EGTC:

- Have a positive and enjoyable experience in as safe an environment as possible.
- Are protected from abuse whilst participating in activities taking place under the auspices of EGTC.

11.3 EGTC acknowledges that some children and adults, including disabled children and adults, those with mental health problems or those from ethnic minority communities, can be particularly vulnerable to abuse and we accept the responsibility to take reasonable and appropriate steps to ensure their welfare in our handling of these individuals. As part of our safeguarding policy EGTC will:

- Designate the Town Clerk as the Safeguarding Lead.
- Promote and prioritise the safety and wellbeing of children, young people, and vulnerable adults.
- Ensure everyone on the Committee, and employee team, understands their roles and responsibilities in respect of safeguarding.
- Ensure appropriate action is taken in the event of incidents/concerns of abuse or attempted abuse.
- Ensure that all concerns of abuse and all aspects of safeguarding concerns are related through the Safeguarding Lead or designate of EGTC to those organisations (Police and Social Services) who have the lead and specific authority in their area.
- As far as reasonably practicable prevent the deployment of unsuitable individuals.

11.4 EGTC is dedicated to treating all plot holders with fairness and consistency, while also recognising that changing circumstances can lead to vulnerability. In such cases, we proactively adopt a safeguarding approach to ensure the necessary support is provided. We encourage open and honest communication from our plot holders, enabling us to respond with the care and understanding needed to address any concerns effectively.

11.5 The policy and procedures will be widely promoted and are mandatory for everyone involved in EGTC Allotments or those employed by them. Failure to comply with the policy and procedures will be addressed without delay and may result in the termination of membership of the organisation.

11.6 All information related to a tenant's vulnerability will be handled in strict confidence. The Town Council will ensure that any discussions or decisions involving vulnerable tenants are conducted with sensitivity and respect for the individual's privacy.

11.7 The Town Council will provide support to vulnerable tenants in the following ways:

- **Communication:** Ensuring clear, respectful, and accessible communication that considers the tenant's preferred method of contact.
- **Assistance with Plot Management:** Offering advice, guidance, and where feasible and reasonable, practical assistance to help vulnerable tenants maintain their plots.

11.8 The Town Council will regularly review the status of vulnerable tenants to ensure that the support provided is effective and to identify any additional needs.

11.9 The Council will only proceed with the termination of a vulnerable tenant's tenancy as a last resort, and only after all reasonable efforts to support the tenant have been exhausted.

Personal data

12.1 The Council will treat the personal data of Tenants in accordance with the UK General Data Protection Regulation and Data Protection Act 2018. Further information is available in the Council's privacy notice.

Appeal Procedure

13.1 An allotment holder may appeal (in writing) against the termination of their allotment plot within 14 days of the receipt of the termination letter.

13.2 The appeal should detail the reasons for the lack of improvement and reasons why the termination letter should be withdrawn. You will retain ownership of the plot while the appeal is being considered.

13.3 Appeals should be sent to clerk@emersonsgreen-tc.gov.uk.