Witham Town Council: Allotments

Policy Overview

This policy explains the tenancy agreement and responsibilities for maintaining an allotment.

Introduction

The agreement sets out the terms and conditions that apply during a tenancy period when renting an allotment plot.

Management and use of allotment plots

1. The Tenant agrees to use the plot only for the cultivation of fruit, vegetables and flowers for the consumption and enjoyment by the Tenant and family.

2. The Tenant shall not carry out any business at the allotment plot.

3. The Tenant shall not sub-let the plot or hand over to another party to manage. The Town Council must be informed and the tenancy terminated.

4. Overnight stays on the allotment are prohibited.

5. The Tenant must keep the allotment garden tidy, free from rubbish, in a good state of cultivation and as free from weeds and long grass as possible. The tenant shall cultivate at least 75% of their allotment garden for the production of soft fruit, vegetables and flowers within a year of taking up their tenancy. Plots which have a large proportion of the ground with weed suppressant for long periods will be considered as non-cultivated.

6. The edges of the allocated allotment plot should be kept clear to prevent overgrown vegetation encroaching onto pathways and onto other plots. All pathways should be kept clear and tidy to ensure that the Town Council's Operations Team can carry out cutting and maintenance work without obstructions.

7. The Tenant must keep in decent order all fences and hedges bordering their allotment plot.

8. The Tenant is only permitted to grow dwarf fruit tree species on the plot and these should not be planted near boundary paths. No other trees are permitted to be planted.

9. The Tenant should not cut or prune any trees or take, sell or carry away any mineral/gravel/sand or clay without written consent from the Council.

10. The Tenant should not damage any hedges, fences, gates, notice boards or other structures situated in the allotment site.

11.Each allotment plot is numbered. Allotment holders are responsible for displaying their plot number clearly on their allotment. If the number and / or post are damaged or fall over it is the allotment holder's responsibility to reinstate the number / post.

12. The Tenant is not permitted to deposit or allow to be deposited any refuse, waste or decaying matter (except reasonable quantities of compost and manure) in the allotment plot or hedges, ditches or other sections of the allotment site, nor are they permitted to deposit such waste on to any land surrounding the allotment site.

13. The scattering, burial or interment of human or animal ashes is not permitted anywhere on Witham Town Council allotment sites. Allotment plots are provided solely for the cultivation of fruit, vegetables, flowers and other permitted horticultural purposes. Any request for an exception will not normally be considered. The installation or creation of permanent memorials is also not permitted on any allotment plot or within communal areas, without permission from the Council.

14. The Tenant is responsible for disposing of any non-compostable waste from their plot and removing it from the allotment site. No plastic bags of allotment waste (compostable or otherwise) are to be stored on a plot for more than 7 calendar days unless authorised by the Town Council.

15. Tenants are not permitted to use carpets, Astroturf, or rubber underlay as weed suppressant due to the chemical content and the non-biodegradable nature of such items.

16. The Tenant should not cause any nuisance or annoyance to local residents in the vicinity of the allotments nor any other person visiting or working in the allotment site. Tenants are expected to be respectful of their allotment neighbours and each other. Abusive behaviour will not be tolerated

17. Water consumption should be sensible by the Tenant and no alterations or additions are permitted to the water supply apparatus. The installation of water butts on plots is also recommended to encourage water conservation.

18. Any drought orders issued must be adhered to. The Council reserves the right to shut off the water supply and empty the pipes to protect the pipes from frost or for any other reason.

Health and Safety

19. No parking is permitted on allotment plots. Vehicles are permitted onto the site for parking and unloading in the designated car parks. (*Wrigt Grove Tenancy "No parking is permitted on allotment plots. Vehicles must use the designated car parking area only")*

20. Gates to the allotment site must be secured at all times. Tenants must close the gates after entering or exiting the site and must lock the gates after exiting if the last to leave.

21. Dogs are permitted on to the allotment site only if they are kept on a lead around the grounds and must be kept under control within a Tenant's own plot throughout the duration of their stay. Owners must clear up after their pet and not permit the dog to become a nuisance to others. Any fouling must be removed and disposed of off-site. Failure to abide by Section 21 may result in a termination of the tenancy.

22. The use of weed killers, particularly glyphosate-based, is to be discouraged at the allotment site. Tenants are not permitted to use or allow the use of any chemical weed killer which has a residual or long-lasting effect on the soil.

23. Tenants must comply with manufacturer's recommendations and take care to avoid any risk to people, animals and the environment when using chemical weedkillers. They must be stored safely, labelled correctly and used responsibly.

24. The Tenant is permitted to seek permission from the Council to keep chickens on their plot. Six hens are allowed but no cockerels. Other livestock is not permitted.

25. Tenants are not permitted to keep beehives on their allotment plots.

26. Tenants are permitted to have small bonfires on their plots which do not encroach onto adjoining plots. The use of incinerator bins is recommended. They must not be left unattended, must be extinguished as requested to do so if causing a nuisance and fully extinguished before the Tenant leaves the site.

27. No hazardous chemicals or materials are permitted to be stored on the plot.

28. The Council is not liable for the health and safety of any allotment holder or any persons brought onto the allotment site by an allotment holder. The Council does not insure the Tenant's possessions, crops, equipment or for personal injury to the Tenant or any other

persons. The Council is not responsible for any vandalism, damage or loss.

Administration

29. From 22 June 2021, any new Tenant must reside in the Witham Town Council boundaries. If a Tenant moves out of the designated area, this will result in a termination of the tenancy.

30. From 22 June 2021, additional plots will not be allocated to those that already have an allotment plot in Witham and a hold current allotment tenancy with Witham Town Council.

31. On commencement of the tenancy, the Tenant is expected to begin work on the plot. If after three months, the Tenant has not started work, and dug or cultivated at least one third of the plot, the tenancy agreement may be terminated dependent on mitigating circumstances.

32. An allotment key is provided at the start of the tenancy. A £10 deposit is charged for the key which will refunded when returned at termination. (Wright Grove only).

33. The Tenant should inform the Council immediately of any changes to their contact details or address.

34. The annual rent charge will be due on 1st April each year at the start of the accounting period 1st April to 31st March. The annual rate charge will be notified prior to this date.

35. A deposit of ~~100% of the annual plot rent~~ £50 will be charged at the start of the tenancy. This will be refunded at termination following inspection of the plot and confirmation that it has been left in an acceptable condition.

36. In any case of dispute between the Tenant and any other occupier of an allotment plot in the allotment site, the Council's decision shall be final.

37. The Tenant must obtain prior written consent from the Council to erect any structure on their plot and must provide details of the size and material of the proposed structure when obtaining permission. The Council does not accept any responsibility for thefts or damage to property left on allotment plots and these should be reported to the Police. The Tenant shall remove any structures at the end of the tenancy agreement, unless the Council agrees otherwise.

38. All Tenants will be informed if there are any changes to the allotment site in regards to maintenance works, changes to codes or keys for the site.

39. At the end of this agreement, the Tenant shall hand back the allotment plot in a reasonably clean and tidy condition, failure to do so may result in the Council not refunding the plot deposit and an additional charge may be made to the Tenant to cover any additional clearance costs.

40. The Tenant shall keep the Council indemnified against all claims (including costs and expenses in connection with claims) against the Council from:

- any breach of the Tenant's obligations contained in this agreement
- the use of the plot
- any works carried out on the plot by the Tenant and
- any act of neglect or default by the Tenant or any person on the plot with the actual or implied authority of the Tenant.

Inspections

41. Inspections shall be carried out periodically by Council Officers of allotment plots to ascertain whether the terms and conditions of the tenancy agreement are being met. The Tenant shall not in any way impede the Council in exercising its rights of possession and control over the plot and shall enable Council Officers to enter and inspect the plot at any time.

42. If the plot is deemed to be untidy the Tenant shall receive a warning letter requesting that the plot is cut back and tidied and advising them that there will be a re-inspection of the plot after 14 days, evidence of the condition of the plot will be supplied in the letter.

43. If the plot is deemed to not be cultivated or used correctly, as per Section 5, the Tenant shall receive a warning letter requesting that the plot is cultivated to the appropriate standard and advising them there will be a re-inspection of the plot after 14 days, evidence of the condition of the plot will be supplied in the letter.

44. Following the warning letter, if the plot is still not being used for its intended purpose and / or is overgrown with little or no evidence of cultivation to the appropriate standard, then the Tenant will be issued with a 30 calendar days' notice.

45. After the 30 days' notice, the plot will be reviewed by a Council Officer. Following the review, if it appears to the Council that the plot is still untidy, overgrown and / or showing that little or no cultivation work has been carried out, and there has been no contact from the Tenant or there are no mitigating circumstances, the Council will serve notice to terminate the tenancy agreement with immediate effect.

46. If a plot is deemed to be untidy or not cultivated to the appropriate standard for a second time within a 12-month period, the Tenant will be issued with a 30 day's calendar notice without the requirement for a 14-day warning letter.

47. Tenants that have concerns regarding the management of their plot, are encouraged to contact the Council to discuss suitable options to assist the Tenant, for example halving the plot to make it more manageable may be possible.

Termination of tenancy agreement

48. The termination of the allotment tenancy agreement may occur in the follow ways –

- The tenant can request termination in writing or by email to Witham Town Council informing the Council of their details and when they wish to end their agreement.
- On receipt of the Council's notice (43 or 44) following an inspection of the plot establishing that the failure to cultivate the plot and no action being taken after the 30 days' notice being issued, the agreement will terminate immediately.
- On the Council giving 30 calendar days' notice where the Tenant has failed to pay the rent for more than 40 calendar days after the due date whether legally demanded or not.
- On receipt of notice from the Council if there has been a breach of any terms and conditions of the agreement other than rent, the agreement will be terminated immediately.
- On the Council giving six months' notice.
- On the death of the Tenant.
- On the request to allocate the plot to an immediate family member of the Tenant who has worked the plot. Each request will be considered by Witham Town Council on an individual basis and will be subject to all criteria included in the Allotment Tenancy Policy.
- On moving out of the Witham Town Council boundary. Allotment holders who took up their tenancy prior to 22nd June 2021 and who moved prior to 1st April 2025, are welcome to remain subject to adhering to the other tenancy policies.

49. On termination, the Tenant will receive a termination letter informing the Tenant that they have 7 days to remove all personal belongings from the plot and ensure that it is left in a clean and tidy condition. If the condition is not deemed acceptable, the deposit held will not be refunded and an additional charge may be made to the Tenant to cover any additional clearance costs.

50. On termination, the Tenant will be required to return the site key to the Council. The

deposit of £10 will be held until return of the key to the Council (Wright Grove only).

51. If the full annual rent has been paid, a refund for the remaining months of their tenancy will be paid.

52. The plot will then be offered to the next available applicant on the waiting list.

53. All Tenants' information will be ~~removed from the database, under GDPR, within 12 months of terminating the tenancy~~ kept for seven years following the termination of a tenancy. This retention period is based on the need to maintain financial and contractual records, comply with audit requirements, and enable the council to establish, exercise, or defend legal claims in accordance with the Limitation Act 1980.

Whom Is the Policy Applicable to?
The Policy applies to Tenants allocated an allotment plot.

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