

SNODLAND TOWN COUNCIL ALLOTMENT POLICY

Scope

This Policy applies to the allotment sites owned by Snodland Town Council. The sites are located at Sloughfields adjacent to the Recreation Ground, and Birling Lands adjacent to Catts Alley.

Aims of the Policy

- To improve the quality of the allotment environment for Tenants, neighbours, and residents
- To address waiting lists and demand for allotment plots
- To set out terms, rules and regulations for allotments

The Policy

1. Management of Allotments

Snodland Town Council are responsible for the day-to-day management and letting of allotments, to oversee and assist with the allotments' management, policies, and procedures, to make reports and recommendations to the Amenities and Recreation Committee and Full Council.

This Policy cannot cover every situation that may occur on the allotments, nor can it list every permissible (or impermissible) activity. Any Tenant who is uncertain as to whether an activity or action is permitted, should contact Snodland Town Council for clarification.

2. Allocation of Tenancies

2.1 Applicants for plots must be aged over 18 years.

2.2 Preference will be given to Snodland residents; however, they will be let to non-residents if there are plots available and no Snodland residents are on the waiting list.

2.3 Telephone and email applications are accepted; applicants must provide their full name, address, and contact details.

2.4 Applications will be added to the waiting list and dealt with on a first come/first served basis.

2.5 Previously evicted Tenants cannot reapply for a 5-year period and will be assessed by Snodland Town Council.

2.6 When a plot becomes available, prospective Tenants will be contacted by telephone and email (or post if email not available) and will be given 7 days to respond. Should they fail to respond to communication within the set timeframe, the next person on the waiting list will

be contacted. Failure to respond within 21 days will result in them being removed from the waiting list.

2.7 If an offer of a plot is rejected, the applicant can choose to remain at the top of the waiting list but will be moved to the bottom if three offers are rejected.

2.8 Snodland Town Council will periodically contact applicants on the waiting list and remove those who are no longer interested or ineligible, or who do not reply within 7 days.

2.9 Snodland Town Council reserves the right to allocate a plot to a charity or community organisation.

2.10 An existing Tenant can apply for an additional plot; however, they will be added to the waiting list. Priority will be given to new prospective Tenants over existing Tenants, at Snodland Town Councils discretion.

3. Site Facilities

3.1 Mains water is provided via water troughs and standpipes.

3.2 A notice board is provided on site in order that information can be displayed.

3.3 There are no toilet facilities.

4. Allotment Tenancy

4.1 All Tenants will be required to sign a Tenancy Agreement annually. This Allotment Policy and its contents form part of the Tenancy Agreement.

4.2 An allotment plot can only be used for growing produce namely vegetables, herbs, fruit, other edible crops and to a lesser extent, flowers for personal use and consumption. The sale of produce from the allotment is prohibited.

4.3 Business or trade use of an allotment is strictly forbidden.

4.4 Snodland Town Council will initiate enforcement proceedings if a Tenant, or person for whom the Tenant is responsible, fails to comply with the terms of the Tenancy Agreement.

4.5 Tenant may voluntarily terminate their Tenancy at any time giving one month's notice.

4.6 When a Tenant leaves a plot, it should be in good condition and free of any buildings, fencing or other structures.

4.7 Snodland Town Council will clear plots that are not left in an acceptable condition and will recharge the departing Tenant. Snodland Town Council will not be held responsible for any losses in produce or materials arising from this action.

5. Maintenance Responsibility

5.1 Tenants are responsible for the maintenance of their own plot and of the shared pathways between plots.

5.2 Tenants are responsible for making sure that their plot is marked with their plot number. This must be clearly visible on sheds, greenhouses, water butts, or on the corner of the plot.

5.3 Snodland Town Council is responsible for the boundary fencing and hedges, trees on shared areas and water troughs.

6. Security and Access: Birling Lands/Sloughfields

6.1 Birling Lands allotment site gate is locked with a combination padlock. Sloughfields allotment site gate is locked with a key. The key/code is to be used by the Tenant only.

6.2 The combination number to access Birling Lands is given to new tenants once their signed tenancy agreement has been received. Sloughfields new tenants will be given a key once their tenancy agreement has been signed.

6.3 The combination number to access Birling Lands is changed annually on the Tenancy renewal date and will be issued to Tenants individually once their annual rent and signed Tenancy Agreement has been received.

6.4 The combination number to access Birling Lands may be changed on an occasional basis at the discretion of Snodland Town Council.

6.5 Sloughfield allotments has one point of entry only, this is via the Recreation Ground. Birling Land allotments has three points of entry; Catts Alley, Sharnel Lane and the alleyway between Catts Alley and Saltings Road. Please ensure that the gates are securely closed and locked when entering or leaving the site to prevent unauthorised access. On Birling Lands please ensure that you do not leave the access code displayed.

7. Communication

7.1 All formal communication between Snodland Town Council and Tenants will be in writing. Email is acceptable.

7.2 All requests for permissions must be in writing and consent is only deemed as given if in writing from an Officer of Snodland Town Council.

7.3 It is the responsibility of the Tenants to inform Snodland Town Council of any change of address and other contact details and update any other information relevant to their Tenancy, such as illness or incapacity. Any communication will be sent to the latest address

(including email address) provided and will be deemed by Snodland Town Council to have been delivered to the Tenant.

8. Regulations:

Full rules and regulations can be found in this document and form part of the Tenancy Agreement.

9. Conduct

9.1 A Tenant must not cause or permit any nuisance to any other Tenant or to the owners or occupiers of any adjoining or neighbouring property to the allotment site.

9.2 A Tenant must not obstruct or encroach onto any path within the allotment site, or any path or roadway used by the owners or occupiers of any adjoining or neighbouring property.

9.3 Snodland Town Council will not tolerate any threatening, violent, bullying or intimidating behaviour by Tenant under any circumstances.

9.4 The Tenant agrees that Snodland Town Council shall have the right to refuse admittance to the allotment to any person, other than the Tenant or a member of the Tenants family, unless accompanied by the Tenant.

9.5 Allotments are shared spaces, so it's important to be considerate to other plot holders. Keep noise level reasonable and ensure your activities do not disturb others.

9.6 Parties are not permitted on any allotment plot; this includes the social plot. You may host a small event; however, Snodland Town Council need to ensure that the allotment remains a safe, tranquil retreat for everyone using the allotments. Restrictions on small events will be imposed at Snodland Town Councils discretion if there is a lack of consideration for all allotment holders. Any event needs to be applied for through Snodland Town Council. They will be advertised on the allotment notice board by Snodland Town Council and monitored accordingly.

9.7 The allotments must not be used for any illegal or immoral purposes, and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the allotments.

9.8 The Tenant must not remove produce or equipment from any other plot without the express permission of the relevant plot holder.

9.9 The Tenant must not reside or sleep on the allotment.

10. Animals and Livestock

10.1 Livestock permitted on the allotments is restricted to chickens, however prior consent in writing of Snodland Town Council is required. A DEFRA application will be necessary to conform with all legalities. If this is not adhered to, immediate termination to leave the allotment will be given, as this is a legal requirement.

10.2 Tenants are not permitted to keep bees on the allotments.

11. Fires/Water/Hoses

11.1 Bonfires are permitted for the burning of materials from the allotment only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue on their allotments only after dusk, and no later than 10.30pm in the summer and no later than 9pm in the winter. Bonfires are only permitted if using an incinerator (small dustbin sizes). All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the allotment site any materials for the purpose of burning. The full procedures on bonfires must be adhered to. A copy has been supplied as a separate document.

11.2 No flammable substances to be stored on site.

11.3 The Tenant shall practice sensible water conservation, all plots must have a water butt, utilise covered water butts on sheds and other buildings. Any Tenant without a water butt must arrange for the installation of a water butt within 30 days of commencing their Tenancy. Any Tenant on a plot without a water butt will be charged £25 per annum for the supply of water. Consider mulching as a water conservation practice.

11.4 Hosepipes may be used on the site, subject to water company regulations, hoses must be held in the hand at all times and must not be left unattended. Sprinklers and irrigations systems and the like are forbidden.

11.5 The Tenant shall have consideration at all times for other Tenants when extracting water from water points.

12. Dogs and other pets

12.1 The Tenant to ensure that any dog brought onto the allotment site remains on their own plot, is securely held on a leash and all dog fouling cleared up immediately.

13. Children

13.1 Snodland Town Council supports the cultivation of allotments as a family activity.

13.2 Children on the allotment should not cause a nuisance or annoyance to Tenants, adjoining landowners or to the occupiers of neighbouring houses.

13.3 Children must always be supervised.

13.4 The Tenant is not permitted to have any children's play equipment on the allotment, this includes but is not limited to slides, swings and playhouses. Ball games are not allowed at any time.

14. Hazardous substances/unacceptable materials

14.1 No hazardous materials e.g. asbestos or barbed wire to be brought or used on site.

14.2 Cement fibreboard cannot be used within the allotments. Existing structures made with cement fibreboard are permitted, but any unused cement fibreboard must be promptly removed from the sites by the Tenant.

14.3 When using any sprays or fertilisers the Tenant must -

14.3.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

14.3.2 So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public or wildlife, other than vermin or pests, and

14.3.3 Comply at all times with current regulations on the use of such sprays and fertiliser

14.4 The use and storage of chemicals must be in compliance with all the relevant legislation

14.5 Any incidence of vermin (rats) on the Allotment Site must be reported to Snodland Town Council.

14.6 While there are no specific laws governing the cultivation of bamboo in the UK. The key consideration is to prevent the bamboo from becoming a nuisance to others. This means taking appropriate measures to control its growth and spread, especially if it has the potential to invade neighbouring gardens or cause damage to property boundaries. In view of this, Snodland Town Council have banned growing bamboo on every allotment.

14.7 A small pond can be created on your plot. All ponds must be approved by Snodland Town Council before construction, due to wildlife and safety considerations. The size restrictions will be limited to 1.5 metre square/round and no more than 30cm depth. You must not bury a tub, tank or bath below ground level. Individual warning signs must be on each plot where a pond exists, at Allotment holder's expense. Allotment holders with ponds must provide their own liability insurance through the Allotment Society. They need to

follow the criteria laid down by the insurance company with regards to fencing requirements around the pond. The Allotment holder must provide a copy of the valid insurance policy and specific guidelines relating to fencing to the Council. Failure to provide a copy of the insurance policy will result in a request to fill in the pond and failure to adhere to this request will result in the termination of the Tenancy Agreement. Ponds must have a wire mesh/metal grill covering on top of the pond.

14.8 Loose tyres are not permitted on the allotments, not even as weights to hold down plastic sheets or netting, nor are they to be used as planters.

14.9 Carpet must not be used as pathways on plots. Use of carpet is only permissible as a heat retention aid on top of compost heaps.

14.10 TMBC wheelie bins are not permitted on the allotments.

15. Buildings and Structures

15.1 A shed, greenhouse or poly tunnel measuring 8ft x 10ft (2.44m x 3.05m) are permitted on the allotment and must be kept in good repair. The Tenant shall be responsible for the removal of any buildings on or before expiry of the Tenancy. Written approval from Snodland Town Council is required for any shed, greenhouse or polytunnel outside of the permitted size.

15.2 Any shed, greenhouse or polytunnel must be erected fully on the allotment plot and not encroach on pathways, boundary hedges or adjoining plots.

15.3 Any shed, greenhouse or polytunnel can only be erected on slabs. No concrete bases are permitted.

15.4 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of Snodland Town Council.

15.5 Snodland Town Council will not be held responsible for loss by accident, fire, theft or damage from allotment. It is recommended that allotment holders do not leave valuable equipment at the site.

15.6 If a Tenant installs a chemical toilet, or composting toilet, this must be sited inside a shed or building that is lockable from the inside. No signs for toilets may be posted. Any waste from the toilets must be safely and hygienically disposed of off-site.

15.7 The Tenant shall not erect any notice or advertisement on the allotment.

16. Trees

16.1 The Tenant shall not without the previous consent in writing of Snodland Town Council plant trees, fruit bushes or crops which require more than twelve months to mature. Trees are not permitted to grow above a height of 10ft (3.05m).

16.2 Tenants must not prune or cut back any trees or hedges owned by the Town Council within the site or around its boundary without the prior written consent of Snodland Town Council.

17. Cultivation

17.1 Plots must be kept weed free and in a good state of cultivation. A minimum of 75% of the plot needs to be cultivated.

18. Waste Management

18.1 The Tenant must remove all rubbish from their plot. Tenants are wholly responsible for correct handling and proper disposal of waste from their allotment plot.

18.2 It is strictly forbidden to bring waste or other harmful material onto allotment sites.

18.3 Fly tipping, dumping of waste or adding to dumped waste on any part of the allotment site is strictly forbidden and will result in immediate termination of the Tenancy.

18.4 The Tenant must not import, store or allow on the site an soil, fill or material from an external source, such as topsoil from domestic garden or building site. This also applies to any rubbish or other materials or items, which are connected with the proper and lawful use of the site, or which are not likely to damage the horticultural quality of the site. The Tenant is to use peat free soil where possible and obtain it from a recognised supplier.

19. Boundaries:

19.1 The Tenant is to maintain, keep weed free and in a safe condition any pathway or track surrounding the Tenants allotment, they must be kept clear and free of planters, furniture, or equipment. Where there is a border path between allotments, the Tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the Tenants involved may agree that one or the other of them will be solely responsible for maintenance of the path.

19.2 Tenants must not erect any fences, barriers, or hedges on the pathways between the plots without the prior written consent of Snodland Town Council.

19.3 The Tenant shall not without prior consent in writing of Snodland Town Council take, sell or carry away any mineral gravel sand earth or clay, nor dig or permit to be dug any pits, shafts, wells or ditches.

19.4 The Tenant shall not erect barbed wire fencing on the allotment.

19.5 The Tenant shall not erect any solid fences above the height of 3ft (0.91m) without the prior written consent of Snodland Town Council. Mesh fencing or trellis up to the height of 8ft (2.44m) is permissible.

19.6 Snodland Town Council reserves the right, acting reasonably, and by providing at least 12 months written notice expiring on or before the 6th April or on or after the 29th September in any year, to re-define the boundaries of any allotment and re-calculate the rent if they believe this to be necessary to promote the efficient and effective management of the site.

19.7 The Tenant must report to Snodland Town Council any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause. Tenants are responsible for reporting any incidents that they witness or have been a victim of to the Police directly.

20. CCTV

20.1 Tenants may install CCTV, but camera viewing angles must be limited to the Tenant's plot only; they must not be able to view private properties or public highways. Appropriate signage advising of CCTV coverage must be installed.

21. Site Inspections

21.1 Officers of Snodland Town Council, their accredited representatives and persons acting on their behalf or with their permission shall be entitled to enter the allotment gardens for inspection of the state of cultivation to the state of health and safety and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer.

21.2 Tenants must also allow contractors to carry out any works or repairs required or authorised by Snodland Town Council.

22. Charges

22.1 The annual rental charge to Tenants covers management, maintenance and water.

22.2 Invoices will be issued in September each year. Payment will be due by 1st October each year.

22.3 Non-payment within 40 days will be taken as an indication of cessation of Tenancy.

22.4 No access code will be granted until payment and signed Tenancy Agreement are received.

22.5 A 12 months' notice of any rent increase will be given by Snodland Town Council to the Tenant in September of the preceding year to take effect the following year.

22.5.1 Where additional amenities are provided on the Allotment site these will be taken into account when setting the following year's rent.

22.6 The Tenant must pay the annual rent and all other sums payable under this lease by.

22.6.1 Electronic means from an account held in the name of the Tenant to an account notified from time to time to the Tenant by Snodland Town Council; or

22.6.2 Cash or cheque payment at Snodland Town Council offices.

22.7 A deposit system is in operation with a deposit set by Snodland Town Council. Deposits will be refunded when the Tenant vacates the plot, providing the Tenant has met the terms of this agreement and has vacated the plot in a clean and tidy condition with any keys having been returned to Snodland Town Council. Snodland Town Council will not accept any responsibility whatsoever for the removal or disposal of items left on a plot, once vacated and may levy additional charges for clearance, if the cost of this is in excess of the deposit held by the Council. There will be no refund if Snodland Town Council has terminated the agreement, nor will there be any recompense for what the Tenant might feel is an improvement.

23. Payment recoverable as rent

23.1 Any money (other than rent) payable by the Tenant to Snodland Town Council under this agreement which is not paid on the due date will be recoverable as if it were rent in arrears.