

Killamarsh Parish Council

KPC 17 Allotment Policy

DETAILS OF POLICY	
Policy No	KPC 17
Policy Title	Allotment policy
Committee/Working Party Responsible	Environment & Climate Change Committee
Version	Amended November 2023
Adoption Date	20th November 2023
Details of Revisions	Amending clause 17 to state: Decisions relating to terminating a tenancy shall be approved by the Environment & Climate Change Committee.

The Policy

It is the policy of Killamarsh Parish Council (the Council) to seek to provide allotments to satisfy the requirements of residents of the village. They shall be let on an annual basis and provided that all conditions of tenancy have been adhered to and the Parish Council does not require the land for its own purposes, the sitting tenant shall have the first option on their existing plot for the following year. The Council will give 12 months' notice when a plot will cease to be available and will endeavour to find an alternate plot for the occupant. The year will run from April 1st to March 31st.

Where there are insufficient plots to satisfy all requests:

- No plot shall be let to any person who is not a resident within the village of Killamarsh.
- A waiting list shall be maintained.
- Not more than one plot shall be let per household.
- When a plot becomes available it may be re-let immediately, to the first person on the waiting list. If not let within a week it shall be offered down the list.
- If a plot is refused or there is no reply within the time frame above then the person will be moved to the bottom of the waiting list.
- Letting for a part year will incur a pro-rata annual payment.
- The offer of a plot to a tenant is on the basis that, if he/she agrees to take the tenancy, the plot will be let in the condition as seen.

TERMS AND CONDITIONS

1. The Council shall let to the Tenant for a period of one year to year an Allotment Garden at an agreed rent falling due on the seventh of April each year or the seventh day of first month after the commencement of the tenancy. Payment of the said yearly rent shall be paid to the Parish Clerk within 30 days of its due date. The tenant will be considered to be in breach of this provision if payment is not received within the prescribed period.
2. The tenancy is with the approved tenant only and shall not be transferable.
3. New and sitting tenants will be required annually to provide proof of identification (Drivers Licence, Passport, Utility Bill), to maintain an Allotment Garden.
4. The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
5. Provided that all conditions of tenancy have been adhered to and the Council does not require the land for its own purposes, the sitting tenant shall have the first option on their existing plot for the following year.
6. The amount of the yearly rent shall be reviewed annually by the Council.
7. The Council shall pay all rates, taxes, dues or other assessments, which may at any time be levied or charged upon the Allotment Garden.
8. The Council reserves the right of access over all areas of the allotment gardens,
9. The tenancy may be terminated by the Parish Council serving on the other not less than twelve months written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year. The tenant may terminate the tenancy agreement with one month's written notice given. No rental refund will be given.

10. If the tenant shall have been in breach of any of the provisions of the Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
11. The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any representative of the Council.
12. Following the receipt of any complaint against a tenant the Council will consider the complaint and if they consider the complaint justified, they will issue a written warning to the tenant and the tenant will be given a specified period of time, as set by the Council, to make good any situation, as detailed in the written warning. Failure to comply with the request(s) within the written warning or on any recurrence will be considered to be a breach of this provision.
13. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 and any subsequent relevant legislation, but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall, before claiming any compensation from the Council, give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
14. The tenant shall during the tenancy carry out the following obligations:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden and no shrubs, bushes or trees shall be planted which deprive adjoining plots of adequate light;
 - c) not keep any animal in the allotment without the express consent of the Council;
 - d) dogs may be brought onto an Allotment Garden subject to the following conditions: they must be well-behaved; kept on a lead and under control at all times; not be left unattended; not be allowed onto another tenant's plot; dog waste must be cleared up immediately and removed from site;
 - e) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - f) not fence the Allotment Garden without first obtaining the Council's written consent;
 - g) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - h) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - i) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - k) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - l) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
 - m) given the proximity of residential properties, due consideration should be given when having bonfires at the allotment site. Bonfires are not to be left unattended at any time.
 - n) no structure or building shall be erected on the allotment without the consent of the Council in any event no structure greater than 2meters in height.
 - o) the tenant shall maintain in decent order all footpaths bordering the north and west sides of their plot and shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens;
 - p) the tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption and not for commercial purposes. No business or profit-making schemes or selling of produce from an Allotment Garden is allowed, unless sold by, and for the benefit of a charity;
 - q) any compost bin provided by Killamarsh Parish Council shall remain the property of the Parish Council and must remain with the allocated plot. Any tenant giving up their plot must not remove the compost bin, otherwise they will be invoiced for the cost of a replacement.
 - r) the tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter. NB in winter months cultivation to include dug over and prepared for planting.
 - s) to prevent the growth and spread of Legionella keep water storage containers such as tanks and butts clean by emptying and scrubbing out once a year. Insulate them to reduce temperatures increasing in warm weather or paint them with a light colour to reflect the heat. Lids should be fitted to reduce the risk further and to avoid the risk of small animals drowning in open water containers.
15. The tenant shall observe additional rules that the Council may make or revise for regulation and management of the Allotment Garden and other allotment gardens let by the Council.
16. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 14; or
 - c. the tenant lives outside the PARISH OF KILLAMARSH

- 17. Decisions relating to terminating a tenancy shall be approved by the Environment & Climate Change Committee.**
18. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
19. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.