ALSAGER TOWN COUNCIL

ALLOTMENT RULES

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ALSAGER TOWN COUNCIL

ALLOTMENT RULES

1. Key requirements

Must Do

a) Must notify Alsager Town Council about any address or contact details changes.
b) Must ensure that the gates to the site remain closed and locked at all times.
c) Must ensure that dogs are always kept on a lead when on site.
d) Must ensure that the Allotment Plot is at least 75% cultivated with a mixture of vegetables fruit and flowers.
e) Must keep the allotment plot clean, free from rubbish and debris.
f) Must only use the allotment plot for the cultivation of vegetable fruit, and flowers for personal consumption.
g) Must maintain your boundary surrounding the allotment plot including hedges, trees, grass etc.
h) Must give a minimum of 2 months' notice in writing to Alsager Town Council prior to ending your tenancy.
i) Must request permission in writing in advance, to erect a pond, shelter, greenhouse or other building or structure on the allotment plot as detailed in these rules.
j) Must request permission from the site manager in advance to have any large quantities delivered of organic material such as soil, manure or chippings, for their own use, such material must be from a known, trusted and traceable source.
k) Must display Allotment Plot number

Must Not

a) Must not keep bees, livestock or poultry without express written permission from Alsager Town Council.
b) Must not share with anyone the key codes to gates.
c) Must not bring any carpet, bricks, aggregates onto the allotment plot
d) Must not bring heavy plant machinery on site.
e) Must not erect any notice or advertisement on site without written permission.

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f) Must not allow any part of the allotment plot to become overgrown at any time.
g) Must not bring hazardous materials on site e.g. Barbed wire, asbestos.
h) Must not deposit any refuse, discarded waste, household rubbish or decaying matter on site.
i) Must not light a bonfire without express written consent from Alsager Town Council for each bonfire.
j) Must not enter the site after sunset.
k) Must not consume alcohol on site or be on site under the influence of alcohol.
l) Must not enter any other allotment plot other than that in which you are the tenant of unless given prior authorisation to do so. This includes using non communal pathways.
m) Must not use the allotment plot to sell or undertake a business in any respect of the cultivation and production of vegetable, fruit and flowers.

2. Introduction

The Allotment Rules apply to all tenants and will be reviewed at least every 2 years, and any amendments will also be binding and effective immediately. Amended rules will be published on the Alsager Town Councils website and a copy emailed to all tenants, or available in hard copy upon request. However, it is the Tenants' responsibility to update themselves of the latest rules.

It is the tenant's responsibility to ensure they understand these rules and how they apply to a tenancy. If you have any questions, then you should speak to Alsager Town Councils Facilities Manager.

The Tenant acknowledges that Alsager Town Council shall accept no liability in respect of any damage to the allotment plot and/or theft of any item or structure placed on the allotment plot.

Any breach of these rules will be subject to termination or sanctions as per the

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Breach of Tenancy and Termination Procedure contained within these rules.

Alsager Town Council reserve the right to enter and inspect the Allotment site and any Allotment plots at any time.

3. Payment of Rent

a) Allotment Plot Tenancy period currently runs from 1 October to 30 September each year.
b) The annual rent and water charges are set by Alsager Town Council.
c) Any tenant that's not on the electoral register for Alsager (Out of Area Tenant) will pay double the annual rent. Alsager Town Council will normally verify residency using the electoral register. When an applicant is not recorded on the electoral register, the Council may accept alternative evidence of residence.
d) Any Tenant with a pre-2024 Tenancy Agreement will not pay double rent and will pay standard annual rent.
e) Alsager Town Council reserves the right to review and increase the rent annually.
f) Alsager Town Council reserves the right to set additional charges for specific services such as maintenance costs annually or as required.
g) Any rent increase or additional charges will be notified to the Tenant by email giving not less than two months' notice prior to the change taking effect.
h) The annual rent is payable in advance.
i) The annual rent will be payable by 01 October each year until notified.
j) The Town Council will not insure individual tenants, it is the tenants responsibility to hold appropriate insurance for their allotment.

4. Deposits

a) Prior to the start of a new tenancy agreement the new tenant will be expected to pay, in addition to other fees, an allotment deposit, which will be set by

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Alsager Town Council annually.

b) Any existing tenants will be expected to pay, in addition to other fees, an allotment deposit, which will be set by Alsager Town Council annually, payable on 1 October 2027.

c) At the start of the tenancy a photo of the allotment plot will be taken by Alsager Town Council and the condition agreed with the incoming tenant.

d) Allotment tenants are required under the terms of the tenancy agreement to provide 2 months written notice of intent to terminate. Alsager Town Council will inspect the allotment plot prior to the termination date. The deposit will then be repaid in full to the allotment tenant 2 weeks following the termination date, provided that the condition of the allotment plot complies with the terms and conditions of the allotment tenancy agreement and these allotment rules.

e) Repayment of the allotment deposit will not take place if the allotment plot does not meet the standard set by the tenancy agreement and contains for example any rubbish, tyres, debris, unauthorized vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict shelters, derelict cabins, derelict greenhouses and the like, which Alsager Town Council will have to remove.

f) If Alsager Town Council intends to withhold repayment of the deposit, the allotment tenant will be informed in writing, together with an explanation of the reason for this.

g) The balance of the deposit, if any, will be repaid to the allotment tenant once the cost of remediation has been deducted from the deposit.

h) If Alsager Town Council serves a Termination Notice upon any allotment tenant having paid the allotment deposit, these rules will apply.

i) If an existing co-worker decides to become a tenant themselves they would need to pay the allotment deposit.

5. Use of the Allotment

a) The Tenant shall use the Allotment for growing a mix of vegetables, fruits and flowers and shall not permit the Allotment to be used for any other purpose including any overnight accommodation, trade, business or any activity

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incompatible with allotment gardening.

b) The tenant shall not use the allotment for the keeping of livestock or bees without the express written permission of Alsager Town Council.

6. Assignment, Subletting and Co-workers

a) The Tenant may not assign, sublet or part with possession of the Allotment or any part of it provided that it shall not be a breach of this condition for the Tenant to allow, having first obtained the prior written consent of the Town Council, any one or more persons to cultivate the Allotment on a co-operative system (hereinafter called “the Co-worker”).

b) The Tenant shall be responsible to Alsager Town Council for the acts or defaults of any such agreed Co-worker (or any visitor) they allow onto the Allotment.

c) In the event of Tenancy Termination, death or inability through ill-health or age of a Tenant failing to comply with the conditions of this Agreement, Alsager Town Council shall re-enter the Allotment and re-let it. Should the tenancy termination be for any reason other than a failed allotment inspection, and provided the plot is in good condition, the named Co-worker will be given first option to take up the tenancy of the plot. Should there be no co-worker wishing to take up the tenancy then Alsager Town Council shall re-enter the Allotment and re-let it or deal with the matter as it thinks best.

d) Subject to availability a person may be a Tenant of more than one allotment plot up to a maximum permissible area of 300 square metres or one full plot (4 quarter plots).

7. Out of Area Tenants

a) Any Out of Area Tenant with a pre 2024 Tenancy Agreement will not pay double rent and will pay standard annual rent.

b) The Town Councils policy for Out of Area Tenants will be applied.

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8. New Tenant Probationary Period

The first 12 weeks of a tenancy is a probationary period during which time the plot will be regularly inspected for progress. Continuation of the tenancy is subject to satisfactory progress.

Work must commence on the plot within 7 days of the start of the tenancy, failure to commence work on the plot within this period may lead to termination.

Minimum cultivation must take place as follows:

10% by the end of 4 weeks
25% by the end of 8 weeks
50% by the end of 12 weeks

The continuation of the tenancy is subject to satisfactory progress as seen in probationary inspections during the first 12 weeks at which point 50% of the plot should be cultivated.

Full cultivation should be achieved by week 16 (4 months).

At the end of the 12-week period failure to achieve the required 50% cultivation, could lead to the termination of the tenancy.

9. Cultivation

a) The Tenant must keep no less than 75% of the plot under cultivation to the reasonable satisfaction of Alsager Town Council. Weeds must always be kept under control and the soil maintained in a healthy and fertile state. A good state of “cultivation” is defined as weed vegetation cleared and under control, and soil dug over, and/or growing a mix of vegetables, fruits and flowers, and/or growing green manure crops. The growing of grass, wheat, barley etc is not considered as cultivation.

b) The tenant shall not without the prior written consent of Alsager Town Council, cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, clay or other resources.

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10. Fruit Trees and Fruit Bushes

a) The development of Orchards on the allotment sites is not allowed. The maximum number of fruit trees on a plot are as follows:
   - On a quarter plot 3 fruit tress
   - On a half or full plot 5 fruit trees

b) All fruit trees must be on dwarf rootstock which may be grown to a maximum height of 2.5 metres with all tree branches to remain within the boundary of the plot and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.

c) All fruit bushes, brambles etc. must be maintained within the plot boundary and must not encroach on pathways or adjoining plots or be growing against the boundary fences or other fences which are joint use.

d) The growing of non-fruit trees or non-fruiting bushes/shrubs on an allotment plot is not permitted e.g. Conifers, Christmas trees etc.

11. Paths

a) The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other plots on the site.

b) The Tenant is responsible for maintaining in an accessible and good condition any pathway or hedge included in their plot and the half width of any pathway or hedge around their plot.

c) The minimum half-width of a path between adjoining allotment plots will be approximately 250mm and the maximum total width of 650 mm.

d) Where a plot bounds a communal paved path or grassed path, the plot holder is responsible for keeping this area weed free and grass cut as appropriate.

e) The paving around each raised bed is the responsibility of the tenant(s) to maintain and keep weed free.

12. General - Infrastructure and Aesthetics of the Site

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a) The tenant must display their Allotment Plot number.
b) Tenants shall report any damage to the allotment infrastructure to Alsager Town Council.

13. Structures – Sheds, Shelters, Greenhouses, Polytunnels, Ponds etc.

a) In erecting any structures, including paths, utility areas and composting, the Tenant must observe that 75% of the plot must be given over to cultivation.
b) A Tenant shall not construct and place any sheds, shelters, ponds, greenhouses, polytunnels or any other similar structures without the Town Councils prior written consent. The Tenant must put their request in writing to the Facilities Manager who will also determine and agree location and orientation. Failure to obtain the Town Councils prior written consent may result in the structure being removed at the Tenant's own expense.
c) Structures will be restricted to one per type per plot irrespective of the plot size etc.
d) No structures should obstruct paths or block light to neighbouring plots.
e) All structures must be placed on a suitable base such as paving slabs or similar that will not attract vermin. No wooden bases with a void are permitted.
f) All structures must include the use of water collection equipment eg Water butts (water butts must be covered with a solid lid).
g) Decking is not permitted.
h) If a tenant vacates a plot with a shed, greenhouse or other structure then they must at their own cost, either arrange for its removal or for its transfer to the new tenant or for the Town Council to use as they see fit.
i) All structures must be maintained properly. Alsager Town Council has the power (on notice) to remove any that have become dangerous or constructed without prior permission. The Tenant will be liable for any costs of such removals.
j) All structures must be in keeping with the aesthetics of the allotment and maintained accordingly.
k) All sheds/Greenhouses etc should not be locked.

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l) No fences are to be erected without written permission and must not exceed 600mm in height.

m) A greenhouse may be wooden or aluminium. Polycarbonate or plastic is preferred but if glass is used it must be safety glass.

14. Maximum permissible sizes and location of structures

a) The maximum size of:

- a shed should not exceed 2.0m x 1.5m (3sqm)
- a personal shelter or similar structure should not exceed 2.0m x 1.5m (3sqm)
- a greenhouse should not exceed 2m x 2.5m (5sqm)
- with effect from 01 January 2021, a polytunnel should not exceed 6 square meters for a quarter plot and 10 square meters for a half or full plot.

b) All sheds, shelters, fences, plant supports, composters and structures shall not cause undue shade to neighbouring plots and must leave a minimum width of 500mm to any adjoining pathways so as not to obstruct access to them with a wheelbarrow/trolley truck.

c) The Tenant shall not use the shed, shelter, greenhouses or any other structures otherwise than for purposes in connection with the cultivation of the allotment plot, and for the avoidance of doubt the Tenant shall not be allowed to use the shed, shelter, greenhouses or any other structure for overnight accommodation or livestock.

15. Conservation of Water and Use of Water Butts

Alsager Town Council promotes the use of water butts for rainwater collection and where used water butts **must be covered with a solid lid.**

It is advised that:

- Water butts should be drained down once a year
- Only water early in the morning or the evening

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- Soak the soil not the foliage
- Only water those crops that need it and at the right stage of development
- Water plants thoroughly in rotation, rather than distributing water widely and thinly
- Gardeners who use mulch or dig in lots of organic materials and keep the weeds down will not have as much need to water

Tenants are expected to use water sparingly and responsibly and assist in the conservation of water by:

- Using a watering can when watering wherever possible
- Use of hoses, when permitted, must not be left on unattended
- Handheld hoses may not be left propped up on a plot with a sprinkler nozzle attached
- Soaker hoses and sprinklers may not be used
- Hoses should not be left attached to taps when not in use or hoses left on for long periods or unattended when in use
- Tenants must not monopolise the water taps with hoses and should have consideration for other users wishing to water or fill watering cans
- You must comply with water restriction notices when imposed
- The Tenant must report any leaks to the Facilities Manager as soon as possible.

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16. Access

a) The Tenant shall enter the Allotment site by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates, or fences. Access to individual plots is via the main paths. Under no circumstances are other Tenants' plots to be used as a means of general access.
b) Access to the Allotment site is via a coded gate. The Tenant will be issued

with a code which they must not share. This code may be updated and will be communicated by the Town Council.

c) Tenants must ensure that the gate is not left open. This is for the security of all Tenants and their belongings.

d) No parking is allowed immediately outside the gated access to the site. The gate must be kept clear at all times to allow for official allotment use and emergency vehicle access.

e) Other than for the specific parking of vehicles at sites with internal parking, motorised vehicles (Cars/Motorbikes etc.) and the riding of bicycles is not allowed on the site. This does not apply to the use of disability scooters which is allowed.

17. Environmental Issues – Waste and Fly Tipping

a) Tenants may not deposit any items, any waste or compost or other items on pathways, side verges, untenanted (vacant) plots, or any other areas on the allotment site whatsoever including the area near the entrance gates whether or not they are usable for others. Anyone found depositing such items will be deemed as a serious breach of these rules which may lead to the application of these rules and the recovery of full costs or the application of a monetary fine of up to £50.

b) Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat.

c) Materials brought onto the site must be kept within the confines of the Tenant's own allotment plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in Cultivation.

d) The Tenant must not bring onto the site any carpets or carpet tiles of any description whether foam backed or not, or other non-degradable materials.

e) Quantities of aggregate/gravel/bricks and loose stones are not to be used for paths and allotment divides. Paving slabs and bark chippings are suitable materials for the construction of paths.

f) The Tenant must not bring onto the site or allow other persons to bring onto

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site, any glass, refuse, barbed wire, commercial or household waste.

g) Fuel is not to be stored on allotment plots and may only be brought onto site for its immediate use and in the quantity required for the specific operation of garden machinery such as rotovator, strimmer, lawnmower etc.

h) Large commercial machinery is not to be brought onto the site.

i) Tenants must not use metal rods or sheet metal edging.

j) Permission must be obtained from the site manager if the Tenant wishes to have any large delivery of organic material such as soil, manure or chippings, for their own use, such material must be from a known, trusted and traceable source.

k) The Tenant shall remove any waste or refuse on the allotment plot during the tenancy or on the termination of the tenancy howsoever determined, including any structures erected, failing which Alsager Town Council may seek to recover the costs of removal from the Tenant. The current cost of removal including a skip is £250.

l) The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces need for chemical pest control.

m) If the Tenant uses chemicals, they shall not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer's instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the host allotment plot and will not cause harm to members of the public, water supplies, animals including bees, cats and wildlife, other than vermin or pests.

n) The Tenant shall store any chemicals safely and securely and in accordance with the manufacturer's guidelines and shall dispose of them properly and not on the Allotment site.

o) The Tenant must report any significant sightings of vermin to the Facilities Manager.

p) Transmittable diseases should be reported to the Facilities Manager.

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18. Visitors

a) Restrictions, for example due to transmittable viruses etc, may be placed on visitor/public access at short notice. You are advised to check the Town Councils website for any restrictions and requirements that may be in place. If in doubt, contact the Facilities Manager.
b) Only the Tenant and Co-workers or other person(s) authorised by the Tenant, are allowed on the Allotment site. While visitors are on site the Tenant is responsible for their conduct and supervision, particularly in the case of children who must be supervised at all times.

19. Dogs

Dogs may be brought onto the Allotment site but must always remain on a lead. The Tenant is responsible for the collection and removal from site, of any dog waste.

20. Health and Safety

a) All activities carry an element of risk and allotments are no exception. Everyone needs to take health and safety seriously, but it is also very important to approach the issues sensibly and not become paranoid about the possibility of litigation.
b) Tenants have a responsibility (duty of care) to anyone on their plot regardless of whether they have been given permission to be there. You should act responsibly and comply with any health and safety instructions provided to you or displayed on site.
c) You are advised to read and familiarise yourself with the contents of the current copy of the Health and Safety Guidance for Plot Holders which is available on the Town Councils website along with a copy of the current Allotment Risk Assessment.

21. Enforcement Procedure - Normal Inspection Process

a) Alsager Town Council will carry out up to 3 inspections on each site during the

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growing season. These will be between February and November.

b) You will be issued a notice if you're not cultivating your plot, it is weedy or has rubbish or other issues contrary to these rules.

c) We will send your notice to the e-mail address we have on record, or to the postal address we have on record, or we will post the notice on your allotment plot. Alsager Town Council reserves the right to enter and inspect the Allotment site and any Allotment plots at any time.

22. Allotment Code of Conduct

The Tenant shall:

a) Treat others with respect and understand all views are important even if they are not the same as their own.

b) Respect individuals' rights to manage their plot and grow the produce they wish provided it is within these rules and the Tenancy Agreement.

c) Not make indirect threats or malicious allegations or use abusive and inflammatory language or gestures, whether in person, by telephone, by email, or by any other forms of communication including social media, to other allotment holders, site managers or Town Council staff.

d) Not harass, intimidate, or abuse anybody else on the allotment site. Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief.

e) Never make physical threats or behave in a manner, verbally or physically that is intended to intimidate or bully another tenant site managers or Town Council staff.

f) Not use any form of violence on the allotment site whether physical and/or verbal.

g) Not cause or permit any nuisance or annoyance to the occupier of any other allotment on the site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action.

h) Not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability

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and understand that all forms of discrimination, including bullying and harassment which are unacceptable and contravene Alsager Town Councils Equality and Diversity Policy.

i) Observe the Town Councils Safeguarding Policy.

j) Have due regard for the security and wellbeing of others on the allotments; this includes showing respect for other tenant's plots and possessions.

k) Not trespass on or through, or cause damage to other tenants' allotments or crops or take other tenant's crops without that tenant's prior permission.

l) Not photograph or film other people on the Site without that person's prior permission.

m) At all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders, statutes or regulations affecting the Allotment.

n) Agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the Site which cannot be resolved, the matter shall be referred to the Town Council whose decision shall be final and binding on all parties involved in the dispute. Agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to Alsager Town Council and the Police. Alsager Town Council and/or Police would have the final say in any disagreements.

o) The Town Council reserves the right to amend this Code of Conduct from time to time, and any amended Code of Conduct shall be binding upon the Tenant following the publication of the amended version on the Town Councils website.

p) You are advised to read, and you must comply with the Alsager Town Councils policy on Equality and Diversity and Safeguarding.

23. Breach of Tenancy and Termination Procedure

a) The Tenancy Agreement shall be deemed to continue until terminated by Alsager Town Council giving the Tenant one month's written Termination Notice if:

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- the rent is in arrears 40 days or more after it has become due, whether demanded or not
- if the Tenant becomes bankrupt or compound with his creditors
- the Tenant breaches any of the terms and conditions of this Tenancy, Policies, Allotment Rules or the Allotment Code of Conduct or other notices and directives issued by Alsager Town Council from time to time.

b) If the Tenant passes away, Alsager Town Council automatically has a right to re-let the Allotment plot.

c) If the Tenant is found to be undertaking any illegal activity on the Allotment the tenancy will be terminated with immediate effect.

d) Tenant termination will be applied according to the inspection process following the issuing of a “Failed Inspection Notice”.

e) In the event of an allotment plot not being sufficiently cultivated Alsager Town Council shall issue a non-cultivation notice giving the appropriate notice for the Tenant to comply and cultivate. If the Tenant does not comply with the requirements of the notice, Alsager Town Council will serve an immediate Termination Notice.

f) In the event of Non-Payment of rent as given in Payment of Rent within these rules, Alsager Town Council shall issue a Non-Payment of Rent Notice giving one months’ notice for the Tenant to comply. If the Tenant does not comply by the end of this notice period, Alsager Town Council will serve an immediate Termination Notice.

g) Alsager Town Council will not tolerate persistent or serious breaches of any of these rules or if a Tenant fails to act according to an Alsager Town Council decision/directive. In such cases the Alsager Town Council will act accordingly, by ending your tenancy or applying sanctions if it is considered necessary.

h) We may recharge you for any costs we incur in acting to deal with any breach of these rules or an Alsager Town Council decision and may apply a monetary fine of up to £50 to cover the cost of the time and effort incurred in dealing with your breach.

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i) Should a Tenant not wish to renew their tenancy for the following year then 2 months' notice of such must be received in writing.

j) The Council reserves the right, at its absolute discretion, to consider a proportional refund of rent where a tenancy is terminated for reasons that are not attributable to any act or omission of the tenant.

k) Nothing in this agreement shall affect any statutory entitlement to compensation arising under the allotment legislation.

l) Failure to provide the required notice will leave the Tenant liable to an administrative payment equal to 1/2 of the annual rental of the plot(s) held.

24. Complaints and Appeals

Any complaint or appeal against any decision relating to Allotments or the administration thereof with the acceptation of rent and water charges as this decision is final, should in the first instance be sent in writing to clerk@alsagertowncouncil.gov.uk who will make a decision on your complaint or appeal in conjunction with the Chair of the Town Councils Civic and Assets Committee.

25. Policies

It is your responsibility to familiarise yourself with the allotment policies of Alsager Town Council which are updated and added to from time to time. Tenants must comply with all policies which can be found on Alsager Town Councils website.

26. The Serving of Notices

Any notice required to be given by Alsager Town Council to the Tenant, shall be sufficiently served on the Tenant by email.

Any notice required to be given by the Tenant to Alsager Town Council shall be sufficiently given by email or in writing to Alsager Town Council, 3 Lawton Road, Alsager, Cheshire, ST7 2AE.

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