

Allotment Policy and Terms & Conditions for Kennel Farm Road, Biggleswade



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INTRODUCTION

Allotments are an important asset, providing a wide range of benefits to both communities and the environment. They are not just a way of producing good and low-cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, vegetables and flowers. The Kennel Farm road allotment site provides an attractive garden area for use by allotment holders.

This Policy supports and builds on Biggleswade Town Council's Corporate Strategy "Aspirations for Biggleswade" 2021-2025, which includes in its priorities building a sustainable town, safeguarding the wider environment, building a single community and providing needed amenities.

DEFINITION

Throughout this document, the expression "the Council" shall mean Biggleswade Town Council and includes any Committee or Officers of the Council or any Allotment Managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972. The Allotment Act 1922 defines the term "allotment" as "an allotment not exceeding 40 poles [1011.72m²] in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family."

PURPOSE

The policy will:

- set standards for the provision of allotments
- encourage the uptake of allotments
- seek to improve the standard of service provision
- improve the financial position of the service

GOOD PRACTICE

- a. A clear commitment to a high-quality allotment service.
- b. A vision encompassing the provision of allotment sites with good facilities and plots in sufficient numbers to satisfy all newcomers.
- c. Effective and inclusive policies to promote the use of allotment to the whole community.
- d. A financial strategy to enable the achievement of other aspects of good practice.
- e. Commitment to working with other stakeholders in the allotment service to achieve wider objectives for the community.
- f. A spirit of innovation.
- g. Efficient procedures for managing the allotment service on a day-to-day basis.
- h. Assessing the need for allotments.

ASSESSMENT OF NEED

In accordance with its statutory duty (Small Holdings and Allotments Act, 1908.S23), the Council will periodically assess the need for additional allotments in the Town over and above those currently provided by the Council and other private providers. Where there is a shortfall as set out in the Act, it will strive to help satisfy that need.

POLICY

1. Age and Residency for Allotment Tenancies

The Council will only grant new allotments to people living within the Parish boundary who are a minimum age of 18 years.

It is a Tenant's responsibility to notify the Council of any change in residence, including to a new residence outside of the Parish boundary. If a Tenant (listed as the primary person on the tenancy agreement) permanently moves out of the Parish boundary, the tenancy of their allotment garden will automatically terminate at the end of their current license agreement. The Council reserves the right to terminate allotment gardens for Tenants who are living out of the Parish boundary at the end of the growing season. Tenants will provide evidence for their eligibility annually.

2. Allocation

Allotments will be offered on a "first come, first served" basis and, when required, a waiting list will be used by the Council. Individuals will be placed on the list in date order upon receipt of a request in writing or by email. The priority will be to allocate a plot to each new applicant first to ensure fairness to all applicants. The Council will maintain and monitor the waiting list and ensure that for as long as there are applicants waiting for an available plot, no existing Tenant with a plot will gain additional plots.

When a plot becomes vacant it will be offered to the person at the top of the waiting list. The Applicant will be invited to visit the allotment site and decide whether they want the plot. Should the person at the top of the list decline the first offer they will be offered another plot if available. If the second plot is refused by the applicant, then they will be removed from the list. They can subsequently re-apply and be placed at the bottom of the list.

It is the responsibility of all Tenants to keep the Council informed of any change in their personal details. The Council will periodically contact those on the waiting list to ensure details are correct and that individuals wish to remain on the waiting list. Failure to respond to these requests will result in the applicant being removed from the waiting list.

The Council reserves the right not to grant an allotment tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent, tenancy conduct, plot maintenance, anti-social behaviour to other plot holders and Council staff, or cultivation issues..

3. Subletting/Co-Workers

A co-worker is someone who assists the allotment Tenant with the maintenance of an allotment. However, co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co-workers is not permitted and the Tenant must still have a regular involvement in the maintenance of the allotment garden. The Tenant will always be responsible for the maintenance of the plot even if they choose to nominate a co-worker.

Co-workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the tenancy. The Tenant,

therefore, is responsible for the co-worker's actions at all times and both Tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of, and comply with, the allotment tenancy rules.

For all new allotment applications and on annual renew of existing tenancy, the Council mandates production of formal documents (for example driving licence, council tax bill etc) as part of application and renewal. The Council will securely hold this information which will enable it to verify proof of residency.

4. Rent

Allotment rent is payable to the Council from the first day of September each year and throughout the continuation of the allotment garden tenancy. Officers will issue a prompt after 14 days. If this is not received by 1st October, the Council will consider the agreement null and void. The Council will proceed to terminate the contract. Allotment rents will be reviewed each year and may be adjusted due to increased costs.

Allotment Fees:

DESCRIPTION	2025/2026 FEES BIGGLESWADE
Rent of plot (Small Plot) 10m x 5m	£45
Rent of plot (Large Plot) 20m x 5m	£60
Deposit	£100

5. Concessions

Concessionary discounts of up to 50 per cent are available on allotment rent. Tenants are eligible for this discount if they are in receipt of means tested benefits, for example, Pension Credit, Universal Credit, Employment Support Allowance, Job Seekers Allowance, Council Tax Benefit, Housing Benefit, Disability Living Allowance, Attendance Allowance or Personal Independence Payment.

Tenants who wish to apply for a concession will need to notify the Council in writing/email and provide proof of eligibility. Applications for a discount for being in receipt of benefits will need to provide proof annually.

6. Use of Land

The land is to be used solely as an allotment plot in accordance with the relevant Allotment Acts and this document. Any business use is strictly prohibited.

7. Cultivation

Tenants must keep their plots clean and tidy, in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or

being made ready for crops or being prepared for the following season. The Tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, bindweed, and brambles and ensure that they do not spread to other plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. There is a requirement for all plot holders to cultivate a minimum of 60% of their plot and to keep the other 40% in good order.

The Tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment not including roadways. Tenants are advised to remove any tools for cultivation and maintenance from the site. The Council takes no responsibility for any items which are subject to theft, vandalism, or damage.

For allotment management and overgrown plots, the Council will conduct routine inspections throughout the year, including taking photographic evidence. This will be used as part of the good conduct activities and in any cases of appeal.

8. Use of Chemical Sprays and Fertilisers

The Tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotments. Should any damage occur, then the Tenant will make good or replant as necessary. Spraying should only take place when conditions are still and calm.

Regarding overgrown plots, rotovating is not recommended because this breaks up pernicious weed roots which spreads the problem because the broken-up parts left in the soil re-grow. The best way to clean the plot is for the plot holder to dig it over and remove problem weeds and roots by hand.

9. Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment or to the owners or occupiers of any adjoining or neighbouring land. The Tenant must not obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property. The Tenant will be liable for any damage caused to adjoining landowners or neighbouring Tenants' plots.

Any Allotment Tenant found guilty in a court of law of offences involving the allotment garden or other Tenants will be given immediate notice to quit. The same will apply if, in the reasonable opinion of the Council, the Tenant has threatened, used violence and or intimidation against other allotment garden Tenants, and the owners or occupiers of adjoining or neighbouring property. Tenants must agree to conform with good allotment etiquette and conduct.

Any incident of antisocial behaviour (categorised as an allotment Tenant having harassed, intimidated or verbally or physically abused any person or Council representative, whether by telephone, email or in person) will result in the immediate termination at the discretion of the Town Clerk (with evidence).

10. Restriction on Assignment

The Tenant may not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

11. Vehicles

The allotment Tenant must not store any vehicle, caravan, trailer or vehicle parts onto the allotment. Tyres must not be brought onto allotment garden sites. No vehicle is to be run on the internal roadways when the ground is soft to prevent rutting.

12. Water Usage

No Tenant shall use a hosepipe, sprinkler or other long term watering device on the allotment plot. Water troughs are provided within the allotment site. The Council turns off the water supply every Winter.

13. Trees and Shrubs

No ornamental or forest trees or shrubs, other than dwarf stock, should be planted on the allotment without consultation from the Council. It is forbidden to grow any plants which are deemed illegal substances anywhere on the allotment site.

14. Hedges, Fences, and Boundary Features

The Tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed and keep in good repair any existing boundary fences and gates on the allotment plot. Allotment plots are permanent fixed features, so Tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause them to lean or rot and impede any maintenance. Any boundary disputes should be referred to the Council to resolve.

15. Buildings and Structures

Rules for the construction of sheds and other structures

Please see Appendix 1, page 14

16. Barbed Wire

The Tenant of an allotment must not use barbed wire or razor wire for a fence adjoining any path set out by the Council.

17. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock and should be sited where they will not create an obstacle or nuisance to others as they grow.

18. Depositing Refuse/Disposal of Green & General Waste

The Tenant is responsible for disposing of all green waste and general waste from the allotment. Small compost areas on individual plots are encouraged to dispose of green waste only. The Tenant must not deposit, or allow anyone else to deposit, green and general waste anywhere on the allotment site, particularly un-utilised plots, (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must not add to any illegal green and general waste dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment. Only biodegradable membrane should be used to suppress weeds. It is not permitted to store tyres on an allotment plot, even for use as planters.

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment or put onto an allotment compost heap.

19. Bonfires/Burning Green & General Waste

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Small bonfires are allowed as long as they are kept under control and constantly tended. Smoke from bonfires can be annoying to neighbouring Tenants, ruining the enjoyment of their allotment. Causing a nuisance in this way could lead to the termination of a tenancy. It is not permitted to store or burn tyres.

20. Children

Children are welcome on allotment sites and must be carefully supervised at all times by a responsible adult for their own safety.

21. Dogs

The Tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the Tenant must be securely held on a lead at all times. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site. Service animals are permitted on-site but must be also kept securely on a lead at all times.

22. Livestock

No livestock or animals of any kind should be kept on the allotment plots.

23. Advertisements

The Tenant is not permitted to display on any part of the allotment; signs, notices, placards, advertisement or writing of any kind, other than the plot letter or number and any advertising for the Biggleswade Allotment Association. The Council reserves the right to advertise as appropriate. Any personal signage must be small and discrete.

24. Inspection/Failure to Comply

The Tenant will permit any Officer of the Council to enter onto the allotment at any time to inspect its state and condition. Tenants who fail to comply with this lettings policy will be contacted and requested to address any issues within 14 days. Failure to comply with any such notice may result in further warnings and ultimately the Council has the power to give Tenants 'Notice to Quit' as per this document.

25. Tenancy Agreement

The Tenant will receive two copies of this document. The Council's copy should be returned to the Council, duly completed, as soon as possible. If a Tenancy Agreement is not received within a calendar month, the Council will assume the allotment is no longer required and will offer it to the next person on the waiting list.

Once the Tenancy Agreement has been signed, The Tenant will receive an invoice for payment. If a payment is made before the invoice has been raised, then it will state 'Paid with Thanks'. Invoices will be charged pro rata and run from the beginning of each month.

26. Termination of Tenancy

The Tenant must hand back to the Council vacant possession of the allotment on the termination of the tenancy, in a condition consistent with these rules.

The tenancy shall terminate on the death of the Tenant and may also terminate in any of the following manners:

- a) by either party giving to the other three months' notice in writing.
- b) re-possession by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- c) re-possession by the Council at any time after giving one month's previous notice in writing to the Tenant.
- d) if the rent or any part thereof is in arrears for not less than 40 days whether legally demanded or not.
- e) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.

27. Service of Notice

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him

there or by fixing the notice in a conspicuous manner on the allotment AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Town Clerk.

28. Change in circumstances

The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the Tenant. Tenants who are unable to work their plot as a result of illness or have other reason for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

29. Appeals Process

A Tenant who has breached any condition in this document and has been served notice by the Council has a right of appeal. The process flows as follows;

- a. A letter must be provided to the Public Realm Manager who will scrutinise the evidence and respond within 5 working days.
- b. The Tenant will subsequently retain the right to respond in writing / by email to the Head of Governance & Strategic Partnerships for further scrutiny who will respond within 5 working days.
- c. A final decision on termination will be reached by the Town Clerk within a further 5 days.

30. Legal Obligations

The Tenant of an allotment garden must at all times observe and comply fully with all laws and regulations. They may not hold the Council liable for loss or damage due to incidents beyond its reasonable control, including but not limited to theft, vandalism, fire, flood, pandemic or drought.

31. Enforcement

The following enforcement procedure will apply:

- a. **Formal Warning** – Tenants who fail to comply with non-payment or overgrown plots, will in line with their tenancy agreement be contacted by email/phone/letter.
- b. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will automatically be given notice to quit.

32. Power of Eviction

In the event of a serious breach of this document, the Council reserves the right to serve immediate notice to quit, without progression through the stages mentioned in this document.

33. End of Tenancy

The tenancy shall be terminated upon the death of the Tenant. Upon notification of death, the Council will use the waiting list, offer the plot to the person at the top of the waiting list. The Council will inspect the plot and agree with the incoming Tenant that the latter will continue to manage the plants and contents of the former Tenant.

The tenancy shall also be terminated should the Tenant become seriously ill and cannot find someone to maintain their plot while they are unable to do so, with consideration from Officers of the Council.

The tenancy may also be determined in any of the following manners:

- by either party giving to the other one months' notice in writing / by email.
- by re-entry by the Council at any time after giving three months' previous written notice to the Tenant on account of the allotment being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- if the rent or any part thereof is in arrears for not more than 30 days whether legally demanded or not.
- if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.
- by decision of the Town Clerk if it is found that an allotment Tenant has harassed, intimidated or verbally or physically abused any person or Council representative, whether by telephone, email or in person. An incident of antisocial behaviour may result in the termination (with one month's written notice) or non-renewal of the tenancy of the perpetrator at the discretion of the Town Clerk.
- The deposit will be returned to the Tenant once the plot inspection has determined that the plot is in a good condition and all structures, water-butts and relevant equipment have been removed. Deposits are kept in the Town Council current account with relevant codes attached.

Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk and may be served on the Tenant either personally, by prepaid post to their address or by email.

Any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Town Clerk.

In signing this document, I can confirm that I have read all the documentation and fully understand the content of this document.

SIGNED:

PRINT NAME:

DATE:

Adopted: January 2025

Review: January 2028

BIGGLESWADE TOWN COUNCIL RULES APPLICABLE TO THE ERECTION OF SHEDS, GREENHOUSES AND OTHER STRUCTURES ON AN ALLOTMENT

1) Approved Specification for Sheds, Greenhouses and Poly-tunnels

A plot holder is allowed to erect a **single** shed, greenhouse and a poly-tunnel on their plot, but only if they meet the following guidelines:

Sheds should be used solely for storing materials for use on the allotment garden. Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds. Tenants are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover.

2) Dimensions

The maximum size of a shed (or greenhouse) permitted is no more than six feet by four feet.

3) Construction

- a) **Glazing** - Glazing in greenhouse must be with horticultural P.V.C. type material, not glass.
- b) **Roof** - Proper guttering may be fitted, leading to a water butt or tank which must be put on a stable/level surface.
- c) All sheds, greenhouses and water containers must be kept in good condition at all times.
- d) Tenants who relinquish their allotment plots must remove any structures they have installed, including sheds, polytunnels, greenhouses, water butts, and old wheelbarrows, ensuring the plot is left in good condition. If tenants fail to do so, the Council will charge them for the cost of removing these items. This charge will be in addition to any deposit deductions, unless the new tenants wish to keep the existing structures.
- e) Construction of fences. The maximum height should be four feet and fences should be maintained and kept in good order at all times.