

**PEACEHAVEN TOWN COUNCIL
ALLOTMENT POLICY / CORNWALL AVENUE 2022**

All Allotments at Cornwall Avenue may be divided in half when they come available and that they will be offered to the next available person on the list that does not already have an allotment. Multiple hire is allowed but only when those who have no plot at all have already been asked and have turned down the plot

The charge for the allotments from 1st January 2022 is £33 per full plot and £22 per half plot

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Rules Applicable to the Erection of Sheds, Greenhouses, and other Structures on an Allotment

**Summary**

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, this will improve your well-being.

**Background**

Peacehaven has allotment sites at Cornwall Avenue under their management. Nationally there is a shortage of available allotments, with waiting lists for sites in Sussex. Many sites are managed by Town and Parish Councils or allotment societies. This policy has been developed to harmonise different policies and procedures to produce an Allotment Policy that ensures available sites are fully utilised and the need to develop new sites is carefully controlled

**Purpose**

To establish the principles which will guide the establishment and management of allotments across the authority area. It will define the responsibilities of each party. The longer-term aim is to have more allotment sites managed at a local level for example, via Town and Parish Councils or allotment associations. This would lead to improved sites and create greater community ownership of allotments. The policy seeks to encourage and increase the use of allotment sites for existing and potential plot holders. It puts in place a framework to develop and manage allotments in partnership with users.

**The policy will**:

* set standards for the provision of allotments
* encourage the uptake of allotments
* seek to improve the standard of service provision
* evaluate the benefits derived from allotments and
* improve the financial position of the service

**Scope**

The policy applies to Peacehaven Town Council Allotment sites and not those managed by other associations.

\*Definition of an Allotment Garden Section of the Allotment Act 1922 defines the term “allotment garden” 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.”

Equality, Diversity, and inclusion

The harmonisation of allotment lettings regulations and the enforcement of the policy across Peacehaven will benefit all residents, workers and visitors by providing a safer environment, fairer access to allotments and increased health benefits

Monitoring and Review

 Officers of the Council will monitor the impact of any price changes following implementation of a revised pricing structure.

This policy is intended to improve the management of the Council’s existing stock of allotments through the introduction of a policy to control lettings and operation and will be reviewed in line with corporate guidelines.

**Policy**

1. Age and Residency for Allotment Tenancies

Peacehaven Town Council will only grant new allotment garden tenancies to people living within the administrative boundary of the Town and who are a minimum of age 18 years. The allotment garden can only be held in one name at a time, and joint tenancy agreements will not be allowed. (But see Co-workers heading below).

when an allotment falls vacant due to death of the tenant, the tenant’s family can take over the allotment garden. (Family is defined as a spouse, son or daughter) or another family member nominated by the tenant before his/her death if they fit the criteria above.

Once a tenant permanently moves out of the Town boundary, they will be required to give up the tenancy of their allotment garden. Existing tenants who already live outside of the Town of Peacehaven will be allowed to retain their allotment garden until they vacate in the future.

Allocation

Allotments will be offered on a “first come, first served” basis and where required a waiting list will be held by the Council for each site. Applicants may be placed on the list for more than one site.

Individuals will be placed on the list in date order upon receipt of a completed application form.

When a plot becomes vacant it will be offered to the person at the top of the list. Should the person at the top of the list decline more than one offer of a plot they will be removed from the list. Such a person will be entitled to re-apply to be placed on the list for that particular site. However, it will be the new application date that subsequently determines their position on the list.

It is the responsibility of all applicants to keep the council informed of any change in their personal details. The Council will periodically write to those on waiting lists to ensure details are correct and whether they wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council reserves the right not to grant an allotment garden tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues.

2. Co-workers / Plot Partners

A co- worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. 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 he or she chooses to nominate a co- worker

3. Rent

Allotment garden rent is payable in advance to the Council on the first day of February each year without any deduction, (except as provided by law), and throughout the continuation of the allotment garden tenancy. The rent invoice must be paid in full within 28 days of receipt after which period the Council can legally give 30 days’ notice to quit for non-payment or any shortfall in payment. Allotment garden rents will be reviewed periodically each year and may be adjusted immediately without prior notice.

Allotment garden Rents will be based on a fairer banded system based on the average size of allotment gardens on a site (total area of allotment site ÷ number of allotment garden plots = average plot size per site). The allotment gardens will then fall into six size bands, as listed.

Allotment Site Band / Average Site Plot Size

Full Plot = 5 square RODS Approx.

Half Plot = 2.5 square RODS Approx.

4. Use of Land

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

5. Cultivation

Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 75% of 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 remaining 25% of the allotment area is to be kept tidy. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, 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. The tenant will be responsible for dealing with any moles which enter their plot. The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.

6. Use of Chemical Sprays and Fertilisers

The use of chemicals on the allotments is prohibited unless permission is applied for from Peacehaven Town Council if permission is granted chemicals can only be applied by a person with a current spraying certificate and in suitable weather conditions. It is also Peacehaven Town Councils policy that Glyphosate based chemicals are not to be used on any council owned land.

The use of fertilisers is allowed, with a preference for organic based products to be used, proper precautions should be taken to avoid any adverse effects on neighbouring plots or the environment.

7. Nuisance

The tenant must not cause or permit any nuisance, annoyance or cause any offence to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to 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.

Any allotment garden 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 or the owners or occupiers of adjoining or neighbouring property.

8. 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.

9. Vehicles

The allotment garden tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.

10. Trees, Shrubs and Materials

The tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell, or carry away any mineral, sand, earth or clay. Please contact Peacehaven Town Council if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. See restrictions on Cropping below for advice on fruit growing.

11. Hedges, Fences, and Boundary Features

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres, keep all drainage ditches properly cleansed and maintained and keep in good repair any existing boundary fences and gates on the allotment garden. The tenant must not, without the written consent of the Council, erect any fence whatsoever sub- dividing any allotment garden. Allotment garden 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 impedes any maintenance. Any boundary disputes should be referred to the Council to determine

12. Buildings and Structures

Please see attached – Rules for the construction of sheds and other structures pages 13 – 14.

13. Barbed Wire

The tenant of an allotment garden must not use barbed wire or razor wire for a fence adjoining any path set out by the Council on the Allotment Gardens.

14. 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.

No more than 30% of a plot holder’s total land (by area) may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

15. Depositing Refuse / Disposal of Rubbish

The tenant is responsible for disposing of all rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment garden site, (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 rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used.

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

16. Bonfires / Burning Rubbish

Bonfires and BBQs are not allowed on the allotments without prior permission being given by Peacehaven Town council, please contact the office for further advice.

17. 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 leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

18. Livestock

The tenant must not, keep any animals, ~~hive bees or~~ livestock of any kind on the land.

19. Bee Keeping

Although the keeping of honeybees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing to Peacehaven Town Council, and we will then carry out limited consultations on site. Each application will be determined on its own merits. Peacehaven Town Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies.

20. Not to Display Advertisements

The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement or writing of any kind, other than the plot letter or number.

21. Inspection

The tenant will permit any officer of the Council, or other Council appointed agent, to enter on to the allotment garden at any time to inspect its state and condition

22. Termination of Tenancy

The tenant must hand back to the Council vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the due performance by the tenant of the provisions of these rules.

23. Service of Notices

Any notice may be served on a tenant either personally or by leaving it at their last known address or by registered letter or by recorded delivery addressed to the tenant.

24. 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 with immediate effect

25. Water holding

Tenants who have a water holding implement on their allotment garden are responsible for the safe maintenance of it and for providing and maintaining a strong, raised well surround and cover. No new wells or submerged water holding devices may be dug at all.

26. Children

Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

27. Failure to Comply

Allotment garden sites and plots will be regularly inspected by the Council, and tenants who fail to comply with this lettings policy will be contacted and requested to address any issues raised with them. 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 the allotment garden tenancy agreement between the Council and allotment garden tenant

28. Legal Obligations

The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations.

THE COUNCIL IS NOT LIABLE FOR ANY LOSS (INCLUDING BY ACCIDENT, FIRE, THEFT OR DAMAGE OF ANY TOOLS OR CONTENTS OF SHEDS AND GREENHOUSES).

29. Special Conditions

The tenant of an allotment garden must observe and perform any other special conditions the Council considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment garden in accordance with these rules. 30. Enforcement

The following enforcement procedure will apply:

a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.

b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.

c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

31. Power of eviction

In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure.

32. Amendment of these rules

Peacehaven Town Council reserves the right to amend these rules at any time.

Contact details and for further information or queries please contact:

Allotments, c/o Information Office, Community House, Meridian Centre, Greenwich Way, Peacehaven, BN10 8BB

Telephone 01273 585493

Appendix 1:

Peacehaven Town Council Rules Applicable to the Erection of Sheds, Greenhouses, and other Structures on an Allotment Garden

1) Approved Specification for Sheds, Greenhouses, Temporary Structures and Compost Containers.

2) Sheds, Greenhouses and Polytunnels

A plot holder is allowed to erect a single shed and either a greenhouse or a polytunnel on their plot, but only if they meet the following guidelines:

Large wagon bodies or big metal containers are no longer allowed to be brought onto allotment gardens. Where clear evidence can be provided by existing owners that containers have been on an allotment garden for some years previously the Council will consider granting an exemption, but this will be entirely at the Council’s discretion based on the location, plot history and any evidence provided.

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.

3) Dimensions

The maximum size of shed (or greenhouse) permitted is 8ft x 6 ft to sit within the boundary of the allocated plot.

Polytunnels may not be erected without the prior written permission of the Council.

Allotment holders should apply to Peacehaven Town Council for permission to erect a shed (or greenhouse).

4) Construction

a) Metal - Approved manufactured design

b) Timber - Approved manufactured design. Self-constructed of clean sawn woods. Cladding of planed soft wood, cedar wood, shiplap, or weather boarding.

c) Glazing - Glazing in greenhouse must be with glass or horticultural P.V.C. materials. Thin polythene sheeting is not permitted.

d) Roof - To be laid on purlins. Rigid corrugated plastic is permitted on sheds. Proper guttering may be fitted, leading to a water butt or tank which must be sunk into the ground, or other secure fixing method for stability, green roofs are encouraged.

e) Finish – Are to be painted mid-green or treated with a suitable wood preservative at three yearly intervals. The greenhouse may be painted white and aluminium paint may also be used.

5) Siting

a) Where possible at the rear of the plot or as directed by the Council or allotment association.

b) No permanent foundations are to be laid. The shed or greenhouse may be supported on temporary foundations not exceeding 9” (0.229 metres) in height and laid dry.

c) No additions or extensions are permitted without prior approval. The roof, sides and surrounding areas must be kept clear and tidy at all times.

d) All sheds, greenhouses and water containers must be kept in good condition at all times.

e) A gap of at least 2’ (60cm) should be left between any structure and the boundary fence of any private garden abutting the allotment garden.

6) Restrictions

a) Felt covering on shed sides is not permitted

b) No chimneys are permitted

7) Temporary Structure (1 June - 31 October)

a) Maximum Permitted Size – 8ft x 6 ft

b) Maximum Permitted Height - 7 foot / 2.13 metres

8) Construction of Temporary Structures

a) Framework of clean sawn timber, metal or approved manufactured design

b) Covering of clean heavy gauge polythene sheeting

9) Compost Containers

a) Maximum permitted area - 4' x 6' x 2'6" 1X1X1 METRE X2

b) Construction – Wood, ~~or~~ mesh or a commercially made composter of an approved manufactured design.

c) Siting - Where possible at the rear of the plot or as directed by the Council

**PEACEHAVEN TOWN COUNCIL**

**ALLOTMENT GARDEN AGREEMENT 2022**

 An agreement made this day of --------------------- between

Peacehaven Town Council (hereinafter called the Council) of the one part and

----------------------------------------------- (herein called the Tenant of the other part

whereby the Council agrees to let, and the Tenant agrees to hire as a yearly Tenant

from the --------------– day of ------------------------

the Allotment Garden numbered ----------

provided by the Council at a yearly rent of --------------- + ------------------ for water (subject to revision) payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend

The Tenancy is subject to the Allotments Act, 1908 to 1950 and to the regulations endorsed in this Agreement and also to the following conditions: -

(a) A Tenant shall hold a maximum of one Allotment unless there are more Allotment Gardens available than Tenants. Under those circumstances an additional Allotment Garden may be leased on a one-year basis only. The Council may terminate the lease on the additional Allotment Garden at the end of one year with three months’ notice

(b) The Tenant is prohibited from conducting any trade or business on the Allotment Garden. Produce shall be for consumption by the Tenant or his family and friends only

 (c) The rent shall be paid in advance before the 1st day of February in each year

(d) The Tenant shall keep the Allotment Garden clean and in good state of cultivation and fertility and in a good condition. Rubbish should not be allowed to collect in such a manner as to cause nuisance

(e) The Tenant shall be responsible for the path adjoining his Allotment Garden to the middle of the path and shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Garden

(f) The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden or any part thereof, without the written consent of the Council(g) The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay

(h) The Tenant shall keep every hedge that forms part of the Allotment Garden properly cut and trimmed, keep all the ditches properly cleansed and maintain and keep in repair any other fences and any gates on the Allotment Garden

(i) The Tenant shall not, without written consent of the Council erect any building on the Allotment Garden

 Council Offices, Community House, Meridian Centre, Greenwich Way, Peacehaven, BN10 8BB

Telephone 01273 585493 email: info@peacehavencouncil.co.uk

(j) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupier of the Allotment Garden

(k) The Tenant shall not keep animals or livestock on the Allotment Garden, or bring a dog on to the Allotments except on a lead and tethered while the Tenant is working

(l) The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land and any rules and regulations made by the Council for the better use and management of the allotment site

(m) The Tenant agrees that any Officer or Agent of the Council may enter and inspect the allotment at any time when authorised to do so by the Council

(n) The Tenant agrees to inform the Council immediately of any change of address and phone number.

(o) The tenant agrees that any case of dispute between himself and any other occupier of an allotment garden shall be referred to the Council whose decision shall be final

(p) The Tenant shall not without previous consent in writing from the Council plant any trees, or fruit bushes that may grow in excess of 1.5 metres in height

(q) tenants shall not remove and plants, crops or belongings from any other allotment without the tenant’s permission

(r) The Tenancy of the Allotment Garden shall terminate: -

(1) On the yearly rent day next after the death of the Tenant

(2) Whenever the tenancy or right of occupation under the terms of its lease of the Council terminates

(3) It may also be terminated by the Council by re-entry after one months’ notice: -

(i) If the rent is in arrears for not less than 28 days, whether legally demanded or not

(ii) If the Tenant is not duly observing the rules affecting the Allotment Garden or any other term or condition of his tenancy or if the Tenant becomes bankrupt or compounds with his creditors

(4) The tenancy may also be terminated by the Council or Tenant by twelve months’ notice in writing. The term of this tenancy may be overridden by the statuary provision at any time.

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Town Clerk / Proper Officer**

**Town Council**

 **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant**

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