

Allotments Policy

1. Day-to-day management

The Administration Manager will take responsibility, along with the Town Clerk, for applying this policy and make any decisions or take action on any issues that may arise.

2. Age and Residency for Allotment Tenancies

The Council will only grant new allotment tenancies to people living within the administrative boundary of Cramlington Town Council. The allotment garden can only be held in one name, although joint tenancy agreements will be considered from immediate family and partners (see Co-workers heading below).

Once a tenant permanently moves out of the Cramlington area she/he will be required to give up the tenancy of their allotment garden. Existing tenants who already live outside of Cramlington will be allowed to retain their allotment garden until they vacate in the future.

3. Waiting list and Allocation

The Council will maintain a waiting list for allotments and offering vacant plots to those registered on the waiting list in strict chronological order of receipt of applications

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 that an individual wishes 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.

4. Co – workers

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.

The council will allow the tenant of a allotment plot to register another Cramlington resident as an “allotment garden co-worker”. The tenant is responsible for the co-worker and must inform the Council of co-worker arrangements by submitting an Allotment Co-worker Agreement; this must be signed by both the tenant and the co-worker. A tenant may register up to two co-workers.

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 become aware of, and comply with, the allotment tenancy rules.

The tenant is allowed to terminate a co-worker agreement at any time by contacting the office in writing.

The transfer of the tenancy to a co-worker is not guaranteed and will be considered on an individual basis. Co-workers will only be considered to take on the allotment if they have been registered as a co-worker on that plot, for at least five years.

It is the responsibility of the tenant to inform the Cramlington Town Council office if the tenancy is to be surrendered before the end of the current rental period and the co-worker would like to adopt the tenancy, failure to inform the Cramlington Town Council office will result in the plot being assigned to the next person on the waiting list.

A person who is an existing allotment tenant cannot become a co-worker on another plot. A co-worker can only be a co-worker on up to two plots in total.

The council reserves the right to end co-worker status for a co-worker if they are breaching allotment rules or are involved in incidents of harassment or undertaking any illegal activity.

The council reserves the right to deny co-worker status for any individual who is currently involved in an allotment dispute or investigation, whether inside or outside the Cramlington area - failure to make Cramlington Town Council aware of existing allotment dispute or investigation will invalidate any co-worker application and this can be applied retrospectively if this is brought at a later date to the attention of Cramlington Town Council.

5. Rental charges and concessions

Full rent will be payable up to and including 31st March in each year. For plots taken up to and including July payment in full is required, rents will be pro-rata based on the remaining full months left to run till 31 March.

If a tenant takes over a vacant plot which is very overgrown and has not been maintained for a considerable period of time, the Council may offer a reduction of up to 50% for the first year's rent to the new tenant in recognition of the new tenant agreeing to clear the plot and prepare it for cultivation.

Each individual plot will be charged rent on an annual basis and if a plot holder has more than one plot, they will be expected to pay a separate rent for each plot they have. Plot holders with more than one plot will only be entitled to discount on one plot where applicable.

Invoices for payment of allotment rent will be issued 28 days prior to and for payment by 1st April. Failure to fulfil payment of allotment rent, tenants will be issued a reminder notice to pay within 14 days. Failure of payment after a reminder notice has been issued will lead to a notice to quit

In the event of an increase to allotment rent all tenants will be notified in writing 28 days prior to receiving an invoice, a notice of rent increase.

6. Use of Land

The land is to be used solely as an allotment garden in accordance with the Allotment Act 1922 and this policy

Tenants must use Allotment Gardens for their own personal use and must not carry out any business or sell produce from the Allotment.

No Businesses, charities or groups will be offered a plot.

7. 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 is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden, as stipulated within the tenancy agreement.

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 allotment gardens, and comply at all times with current regulations regarding the use of pesticides. Spraying should only take place when conditions are still and calm.

9. Nuisance

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment or obstruct access or encroach another tenant.

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 or the owners or occupiers of adjoining or neighbouring property or Council staff or Councilors.

Cockerels are NOT permitted on allotments as they constitute as a statutory nuisance, particularly a noise nuisance it is illegal to keep anything which actually constitutes a nuisance.

The tenant must ensure that any dog brought into the allotment site or on individual plot is securely held on a lead and be tethered, any excrement should be removed safely and appropriately. No dogs are to be left overnight on the allotment.

10. Vehicles

The tenants must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment other than to transport garden supplies to the plot. Tyres must not be brought onto the garden sites.

11. Livestock

Livestock excluding pigeons and cockerels will be allowed under certain conditions and where they will not cause any nuisance either to other allotment holders or residents of neighbouring properties. This will be decided by the Council on a site by site basis and also on an individual allotment plot basis and permission must be obtained prior to delivery of the Livestock.

12. 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.

13. Hedges and Internal Fences

All site boundary fences are the responsibility of the Council and must not be tampered with by any individual. All internal hedges surrounding a tenant's individual plot are the responsibility of the plot holder. If the council has to provide the labour for the hedge to be cut then the cost will be billed to the plot holder.

Only fences constructed of purpose made fencing materials will be permitted. Not to use barbed or razor wire under any circumstances within the allotment site. Fences should be no higher than 5ft. If the internal fences are found to be in bad repair the plot holder must repair the fence.

14. Structures

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 not allowed to be brought onto allotment gardens. Where clear evidence can be provided by existing owners that containers have been on an allotment garden before this approved policy 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.

Any existing pigeon lofts may remain, but no new ones may not be constructed as Pidgeon's are not allowed on new tenancies. Written advice should be sought prior to any planned major refurbishment of existing pigeon lofts. The allotment holder will be entirely responsible for seeking planning permission where required and any associated costs involved.

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.

15. Bonfires

Allotment holders must comply with the bonfires policy with regard to lighting fires on their allotment garden in order that any nuisance caused to nearby residents is minimised. Failure to do so will lead to termination of the tenancy.

16. Firearms

There is a total ban on any firearms including guns, air rifles, cross bows that may be used for pest control or recreation.

17. Water Supply

There must be no tampering with any water supply within any allotment site. Any tenant found tampering with the water supply will be liable for the cost of repair to the existing pipework and possible eviction.

18. Access rights

Access to plots will be via the recognised entrance. No other entrances to plots are to be made without first consulting in writing with drawings to the office. All Boundary fences must be complete with no additional entrances to private residences other than main entrances on Site Maps.

The Council must have access to all allotment plots at all times, tenants must submit a key to the office if any locks are in place. Failure to do so may result in locks being removed by enforceable entry, the council will not be liable for any replacement locks.

19. Associations

Allotment Associations are responsible for the day to day management of allotments. All future associations annual rent will be based on a 50% discount per plot of the standard cost when the association is formed, associations will also be recharged for water rates. Annual rent will raise by RPI.

To form an association a majority vote needs to take place on an allotment site with the formation of a Committee with a Chair, Secretary and Treasurer if a majority vote is obtained.