

Allotment Terms and Conditions

Parks

5 February 2019

1.General

The primary purpose of allotments is food production for the tenant. Secondary purposes include leisure or wildlife gardening, exercise, wellbeing and lifelong learning.

1.1 The allotment must not be used for any illegal, unauthorised, or immoral purpose. If a tenant is found guilty of any criminal offence committed on an allotment site it will result in the immediate termination of the tenancy agreement without the right of appeal.

1.2 All children should be properly supervised at all times while on the allotment site. They are not allowed on other plots without that plot holder's permission.

1.3 Tenants must use allotments for their own personal use and must not carry out any business or sell produce from allotments except for official fund-raising purposes.

1.4 No advertisement or display shall be erected on or near the allotment site for commercial gain.

1.5 Tenants, or any person connected with the tenant, are not permitted to reside on the allotment or stay more than one hour after sunset.

1.6 Only the tenant, or a person authorised by the tenant is allowed on the site. Tenants require permission to go onto another tenant's plot. Tenants may host a small social gathering with the approval of the Council or Site Committee. Tenants are responsible for the behaviour and safety of their guests.

1.7 The person named on the tenancy agreement must be the main user of the allotment unless permission has been obtained by the council for temporary cover. The length of cover will be decided by the council according to individual circumstances with a maximum of 12 months allowed. Such authorisation does not confirm any rights to future tenancy.

1.8 Any incident of theft or criminal damage on site should be reported to the Police.

1.9 Any assault threats or aggressive behaviour on site should be reported to the Police.

1.10 If the Council have clear evidence to support an allegation of crime committed by a tenant on any allotment site, the termination procedure will be activated.

1.11 In the event of any dispute between tenants the affected parties should contact the Council for mediation. The Council will not be able to act on disputes between tenants unless appropriate evidence is provided. The decision of the authorised Council Officer shall be final.

1.12 Any officer of the Council or any person appointed by the Council must be permitted to enter any allotment plot for inspection purposes.

1.13 The Council is not liable for any loss (including by accident, fire, theft, flooding or damage of any tools or contents of sheds and greenhouses). The Council must show due care and attention in the management of the allotment site in this regard.

1.14 The Council will not be liable for injury to any tenant or authorised person accompanying the tenant whilst on site. The Council must show due care and attention in the management of the allotment site in this regard.

1.15 Any special condition which the Council consider necessary to preserve the allotment garden from deterioration must be observed and carried out.

1.16 The Council reserve the right to revise, delete, or add to the Allotment Terms and Conditions at any time.

1.17 The Council allotment officer (or Site Committees on his behalf) will carry out regular site inspections to assess the plot against the Allotment Terms and Conditions. If any plot is found to be in breach of the Terms and Conditions, then the termination procedure will be activated.

1.18 New plot holders will be encouraged to seek mentors from existing plot holders to get some guidance and advice in the annual cycle of an allotment. Existing plot holders are encouraged to volunteer as mentors for new plot holders.

1.19 For the first 6 months of a new tenancy a probationary period is in place. This will allow the Council to terminate a lease during this period due to lack of cultivation or any breach of the Allotment Terms and Conditions by issuing a warning letter then final notice. During probationary period there no right of appeal.

1.20 Improved biodiversity is a key aim of the Council, and allotments already are a haven for wildlife. We encourage any wildlife friendly practices and any proven threat to protected species will result in immediate termination of the tenancy.

2. Termination and Appeals Process in respect of the condition of cultivation on the plot or breach of Terms and Conditions

2.1 All allotment plots should be cleared and ready for planting by the first weeks of April.

2.2 A preliminary site inspection will be made earlier in the year to identify any plot considered below the average cultivation standard of plots on that site. Enquiry letters will be issued asking the plot holder to contact the allotment officer or site committee within 2 weeks. if no reply is received a first warning letter will be issued

2.3 Written Warning - This warning will give the plot holder 1 month from the date of the letter/email; to return the plot to an acceptable condition. An acceptable condition is defined as being in full compliance with the Allotment Terms and Conditions.

Termination Notice – A Termination of Tenancy Notice will be issued by the Allotment Officer if the conditions set out in the warning letter have not been complied with.

2.4 Failure to comply with any of the Allotment Terms and Conditions may result in the Termination Process being activated.

2.5 A plot holder has the right to appeal a termination notice. The appeal much be submitted in writing within 14 days of the date of the termination letter. The appeal should be addressed to the Parks Service Manager 44 York Street Civic Centre, Twickenham, TW1 3BZ.

Appeal Process

An appeal hearing will be called where the plot holder will have an opportunity to present their case. The hearing will comprise of a panel of two allotment chairs from other sites and will be Chaired by the Parks Service Manager. The decision of this panel is final. There are 4 options available to the panel as follows:

1. Uphold the termination
2. Re-instate the plot holder with a probationary period of 6 months, where any further breach of the Allotment Terms and Conditions will result in immediate termination with no right to appeal.
3. Re-instate the plot holder (no probation).
4. Re-instate the plot holder on subdivided plot.

Appeal Hearing will be minuted and minutes circulated to both appellant and panel to ensure there is a record of the process.

There will also be the opportunity for all present to ask questions of either party and of any witnesses and for both parties to sum up their case at the end.

Step by Step

1. Case presented by the Council
2. Questions to the Council from the appellant and the appeal panel
3. Appellant' case
4. Question to the appellant from the Council and the appeal panel
5. Summing up of the case by the Council
6. Summing up of the case by the appellant.

If a probationary period is activated, a review by the Appeal Panel will take place after the 6 months during which a decision will be made by the Panel as to whether the conditions of the probationary period have been met. If there are no issues, the tenant will remain on the plot, if there are breaches of the conditions of Probation or Allotment T&Cs the Panel have a right to immediately terminate with no further right of Appeal.

3. Cultivation

3.1 A minimum of three quarters of any plot shall be in a cultivation cycle*, with a minimum of 3 crops being grown and be generally in a tidy condition.

*Cultivation cycle is defined as ground preparation, planting of crops, tending and harvesting fruit and vegetables on a continuous annual basis.

3.2 Non-cultivation of a plot to this standard will result in termination of tenancy.

3.3 Soil, topsoil, gravel, sand or clay must not be removed from the allotment site

3.4 No trees or shrubs growing on or near the boundary, or any tree except orchard fruit trees growing on a plot, may be pruned without permission from the Council's Tree section.

3.5 Fruit trees on individual plots may only be pruned providing the branches do not exceed 3 inches in diameter, no power tools are used, and the branches must be reached from the ground.

3.6 Only fruit trees may be planted and must be on a dwarf root stock, they must be planted as near to the centre of the plot as possible. The Council may instruct that any trees that are a nuisance to others are to be removed by the plot holder.

3.7 Shrubs including fruit bushes must be kept under control and not cover more than 25% of the area of an allotment. They must not overshadow adjoining allotment plots, or overhang boundaries or encroach on pathways.

3.8 Existing hedges forming part of an allotment must be properly cut and trimmed, they must not overhang paths, plot boundaries or overshadow neighbouring plots. Max height of any new permitted hedging will be no more than 1.2m.

3.9 On any plot no single crop may cover more than 25% of the plot.

3.10: The issue of allowing crop rotation and leaving the ground fallow is an important one. If a plot holder would like to leave an area of the plot fallow, it must be requested in writing, setting out the dimensions of the area and period of time required. This will be considered by the Allotment Officer and agreed if appropriate.

4. Water supply, hoses, bonfires, barbecues, carpets and rubbish

4.1 No connections or alterations may be made to any aspect of the water supply unless express permission has been given by the Council. Water supplies will be turned off during the winter.

4.2 Hand held hoses shall only be used when actively supervised to ensure that water is not wasted. Hoses must be turned off and be disconnected from the standpipe on leaving the site. They must not be used when a hosepipe ban is in force. Sprinklers or irrigation systems are not permitted.

4.3 Bonfires will be banned from 30th April 2019. There is already a ban on bonfires between 30th April and 16th September, so the change is effectively from 17th September 2019.

Any plot holder contravening these conditions will be dealt with via the termination policy.

4.4 Barbecues are only permitted if no nuisance is caused to nearby tenants and residents and must not be left unattended.

4.5 Carpets/underlay may not be used to cover plots.

4.6 All maturing composting materials must be stored in properly constructed containers or well-maintained heaps.

4.7 Rubbish and household waste must not be brought onto the allotment or any part of the site. All rubbish created on site by the tenant is to be removed by them from the site.

5. Animals and Livestock

5.1 Dogs must not be brought onto any part of an allotment site unless kept on a lead and under proper control at all times. Dogs may only be in common areas and the plot of the person in charge of the dog; they require permission to go onto other tenant's plots.

Proper control on allotments is defined as a dog being on a lead, muzzled if the dog requires it, and close enough to the person in charge that it can be restrained if necessary or responding immediately to voice commands.

Following investigation, sanctions for breaches include a 6-month probationary period during which a further dog-related incident may result in termination; the dog being excluded from the allotment; and a penalty under the Council's Public Spaces Protection Order (Dog Control).

5.2 Livestock must not be kept on the site without the express and prior permission of the Council and Site Committee including inspection of the proposed facilities. Housing for poultry including runs must not exceed 25% of the total plot. Tenants shall comply with the Council Code of Practice rules on keeping of poultry which is available on the allotment webpage at www.richmond.gov.uk/allotments

5.3 Tenants are responsible for providing adequate welfare for all livestock. Any concerns will be investigated and reported by the Council to the RSPCA if appropriate.

5.4 Beehives are only allowed on the site if permission has been expressly granted by the Council in consultation with the Site Committee. If permission is granted, bee keepers will be required to be members of a local bee-keeping society.

6 Infrastructure

6.1 No new buildings or structures, including fencing, may be erected by the tenant on the site other than sheds, greenhouses, fruit cages and polytunnels (without permanent bases) The total infrastructure must not exceed 25% of the total plot.

6.2 New sheds, greenhouses and polytunnels must not exceed the following sizes: 6'x10'/1.8m X 3.0m for sheds & greenhouses 8'x10'/2.4m X 3m for polytunnels. The maximum height of any structure must not exceed 2 metres in height at the eaves.

Any new structure that overshadows or restricts access to neighbouring plots will have to be removed, for this reason it is advisable to consult anyone who may be affected before construction begins.

6.3 All paths including main paths must be kept clear of obstructions at all times and must not be encroached upon.

6.4 Neighbouring plot holders will have a shared responsibility for keeping any path between their plots clear and well maintained.

6.5 Barbed wire must not be used on any part of on the allotment site.

6.6 Tenants are responsible for clearly marking and maintaining the plot number on site.

7 Security and safety

7.1 Tenants are responsible for locking the site gate on entry and exit at all times.

7.2 Site keys must be returned on termination of tenancy.

7.3 Access to the site must only be gained by an authorised entrance; tenants must not make any other means of entrance or exit.

7.4 Tenants must not store or use any hazardous or poisonous materials on their allotment plot.

7.5 The Council should be notified of any rodent or other similar pest infestation.

7.6 Neighbouring plots, gardens and watercourses must not be affected by the application of pesticides. A 'pesticide' is any agent exerting biological control over living organisms and, as such, includes herbicides, pesticides, fungicides, algacides, moss killers and all such products or materials. Pesticides must be fit for the purpose for which they are intended. All

pesticides shall be used in strict accordance with the manufacturer's instructions. Spraying pesticides must be confined to still days and not affect neighbouring plots.

7.7 Tenants shall comply with Richmond Council's Code of Practice "*Challenging and Preventing Discrimination, Harassment & Bullying*"

https://www.richmond.gov.uk/media/5593/code_of_practice_on_challenging_incidents_of_harassment_and_discrimination_2011.pdf#

END OF T&C