



ALLOTMENT POLICY

REVIEWED:

June/July 2024

APPROVAL DATE:

Recreation & Amenities Committee – 10 September 2024

Town Council – 8 October 2024

REVIEW DATE:

June 2026

INTRODUCTION

- 1.1 The purpose of this policy is to ensure fair and inclusive access to allotments in Biddulph and to ensure that allotments are well maintained and are safe for users of the allotments and the public.
- 1.2 Definitions and Interpretation – in this Policy the following words mean:
 - The Council** – Biddulph Town Council, and includes any committee of the Council.
 - Allotment Site** – any area of land, protected by statute, for the purpose of leisure and growing vegetables, flowers and fruit.
 - Allotment Tenant** – an individual, residing within the district of Biddulph, who has entered into an Allotment Tenancy Agreement for an allotment plot situated within one of the Council's allotment sites. The Tenant must be the primary user of the plot and is responsible for the activities of any registered legal partner.
 - Allotment Tenancy Agreement** – a legally binding written document which records the terms and conditions of letting, of a particular allotment, to an individual Tenant, together with any subsequent amendments. All Tenancy Agreements are in single name only.
 - Allotment Registered Partner** – a legal and registered (with The Council) partner to assist on a specific allotment plot, with no automatic right to assume the Tenancy. A legal partner is married or in a civil partnership with the Tenant; not a child of the Tenant or a friend.

Allotment Plot – a defined area of land, within an allotment site, available to rent for an annual sum.

Allotment Rent – the annual charge for renting an allotment plot for 12 months, from the 1 April to the 31 March.

Cultivation – actively growing plants during the main growing season; keeping the allotment plot in good productive order by the maintenance and improvement of soil, ornamental plants, herb, flower, fruit and vegetable crops, the control and prevention of flowering weeds.

LEGISLATION

2.1

- The Allotments Acts 1908 to 1950
- Highways Act 1986
- Environmental Protection Act 1990.

ALLOTMENT PROVISION

3.1 Biddulph Town Council holds two allotment sites:

- Park Lane Allotments
- Moorland Road Allotments

The size of the plots vary and the rent is proportionate to the size of the plot.

3.2 The Council maintains a database for all allotment plots under its administration and is responsible for keeping details of waiting lists, letting of plots, rent collection, terminations and the enforcement of rules.

ELIGIBILITY

4.1 Any current resident within the Biddulph Town Council boundary, aged 18 or over, who does not already hold a Tenancy for another allotment plot may apply for an allotment.

4.2 Where there are multiple applicants from the same household, or an applicant is from the same household as a current plot holder, this will be considered on a case by case basis by the Chief Officer.

4.3 Where a previous plot holder has had their Tenancy ended by Biddulph Town Council (i.e. the allotment Tenancy was not voluntarily ended), a minimum 2 year period will apply before an application for an allotment will be considered.

4.4 A community group that operates within the town and wishes to use an allotment to run a scheme which directly benefits residents of Biddulph may apply for an allotment using the same form. The application must be filled out by an individual who will take overall responsibility for the plot, and who will be named as the plot holder on the Tenancy Agreement.

4.5 In the rare instance that a vacant plot cannot be filled from applicants on the waiting list, and at the discretion of the Chief Officer, the Town Council may accept applications for residents of neighbouring councils or may allow current plot holders to take on additional plots.

4.6 Tenants who move outside the wards of the Biddulph district/boundary will be required to end their Tenancy.

APPLICATION PROCESS

5.1 The allotment application form is available from the website, or by requesting a form via email, telephone or in person at the Town Hall during opening hours.

5.2 A completed application form and consent to store information is required to add an applicant to the waiting list. Applicants can express a preference for an allotment site on their application.

5.3 Providing the applicant meets the eligibility criteria outlined in section 4 and provides a completed application form and consent to the Town Council, they will be added to the waiting list.

WAITING LIST

6.1 A flow chart for the management of the Town Council's 'Allotments Waiting List' can be found in Appendix 1.

6.2 The waiting list is in strict date order of when the completed allotment application was received by the Town Council. As per the National Allotment Society guidelines on waiting lists, there are 3 exceptions to this:

1. Where a current Tenant of good standing experiences circumstances which temporarily limit their ability to cultivate their plot, voluntarily surrenders their Tenancy to allow the next person on the waiting list to start gardening on the understanding they will be allocated a high priority on the waiting list for when they are able to return to their gardening duties.
2. Where existing Tenants on other sites under the jurisdiction of the Biddulph Town Council are required to relocate as a consequence of a site closure undertaken in full compliance with the law.
3. Where the first person on the waiting list is unable to take up an offer and has a reasonable cause for refusal (see allocations, section 7 of this policy).

6.3 It remains the responsibility of the applicant on the waiting list to update the Town Council of any change to their contact details.

6.4 Every year, a full review of the waiting list will take place to ensure that all applicants on the waiting list wish to maintain their place on the waiting list. Each applicant will be contacted individually on one of the contact methods

provided on their application, usually by email. Should no response be received within 14 days, a further contact attempt will be made. If again no response is received within 14 days of the second contact attempt, the applicant is likely to be removed from the waiting list.

6.5 Should an applicant be removed from the waiting list after failing to confirm continued interest, they may re-apply for an allotment plot but will be added to the bottom of the waiting list. A person will only be re-instated to their original position on the waiting list after removal where they can demonstrate exceptional circumstances led to their non-response to the annual waiting list review, subject to approval by the Town Council's Recreation and Amenities Committee.

6.6 Under no circumstances will the waiting list be closed. This enables the Town Council to continue to assess the demand for allotment plots in the town and respond accordingly.

ALLOCATION OF PLOTS

7.1 When a plot becomes available, the first person on the waiting list who has listed the site as a site preference will be contacted and made an offer.

7.2 The applicant will be informed of the offer and will have 48 hours (exceptions will be made for holidays and similar) to arrange a viewing and accept an offer.

7.3 An offer will not be considered formally accepted until the Tenancy Agreement is signed.

7.4 Where no response is received to the offer, a further attempt to contact the applicant will be made within 5 working days of the first contact attempt. Should no response be received within 10 working days of the first offer, they will retain their place on the waiting list until the annual review, but the offer for this plot will move to the next applicant for the site on the waiting list.

7.5 Applicants offered an allotment will be expected to take the first plot offered to them unless they can demonstrate a reasonable cause for refusal (examples of reasonable causes are outlined in section 7.8 of this policy). Where there is no reasonable cause for refusal, the applicant will be moved to the bottom of the waiting list.

7.6 Where the applicant refuses a plot offer due to a reasonable cause, they will maintain their place on a waiting list.

7.7 Where a plot offer has not been accepted, it will then be offered to the next person on the waiting list.

7.8 Reasonable causes for a refusal may include (but are not limited to):

- a. Where a person has expressed at application a need for a small/half plot, but a large plot has been offered.

- b. The person is experiencing an exceptional circumstance preventing them from being able to take up an allotment for a time-limited period (eg bereavement, illness, caring responsibilities). A maximum time frame of 12 months from first offer will usually apply in this instance.
- c. The person has access requirements that cannot be met at the plot offered.

7.9 The following reasons are unlikely to be considered reasonable causes for refusal:

- a. Having insufficient time without demonstrating any exceptional circumstance.
- b. Holding out for another plot (unless reasonable particular requirements were specified at application).

7.10 Where a registered legal partner works the plot with the Tenant, and subsequently the Tenant gives up the plot, the registered legal partner can make a representation to the Council, seeking the Council's agreement to take over the Tenancy. The Council will consider such representations on a case-by-case basis and if agreed, the Tenancy will be transferred. This is limited to one plot only.

PARTNERSHIPS

8.1 A Tenant may register one legal partner to assist on their plot. Any joint tenancy agreements issued before December 2024 are no longer valid. A new Tenancy Agreement in sole name must be issued, with the option to register a partner.

8.2 A registered partner has no automatic right to assume the Tenancy of the plot, if the Tenant makes the decision to surrender the plot.

8.3 Any person working the plot who is not registered, will not be considered for Tenancy upon surrender of a plot by the Tenant.

8.4 The Council will consider each Tenancy on an individual basis and reserve the right to allocate the plot to a partner, who has been registered and worked the plot for more than six months.

8.5 In the event of the death of the Tenant, the plot will not be transferred to a next of kin unless they are a legal and registered partner.

8.6 A registered partner will only be considered for offer of Tenancy where the plot has been managed in accordance with the rules and regulations.

8.7 The Council has the right to dissolve a partnership if they believe it to be necessary for any reason.

8.8 A plot Tenancy must be surrendered by the existing Tenant before the Council will consider the application of the registered legal partner to take over the plot.

8.9 If a partnership has been dissolved by the Council, the Council reserves the right to refuse any future partnerships.

8.10 If you feel your partnership does not 'fit' into this criteria, please contact the Council for your specific situation to be considered. All applications are at the discretion of the Council's Chief Officer.

8.11 If a Tenant is away on holiday, a nominated person is permitted to attend their plot to water the crops.

8.12 The Tenant is allowed to terminate a 'Registered Partner' agreement at any time by contacting the Town Council in writing.

TENANCY AND RENT

9.1 The full outline of the allotment holder's obligations (as well as those of the allotment provider) are outlined in the Tenancy, a sample of which can be seen online or requested from the Council. The Tenancy Agreement runs in conjunction with this Policy and both should be referred to for guidelines on use of the allotments. All Tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement.

9.2 The rental amount is set out in the Tenancy and is to be paid annually. The rent will increase annually at the rate set by Biddulph Town Council (see rent setting below) prior to 1st of January of each year. The annual increase in allotment rent must be considered reasonable taking in to account inflation and the running costs of the allotments. The following years rental amount will be added to invoices, so that 12 months notice is given to Tenants.

9.3 The rental amount is charged pro-rata where a person holds a Tenancy for part of the year.

9.4 Rent is payable to Biddulph Town Council.

9.5 An indication of the current rental costs for a plot (please note that plot costs vary depending on size and site) can be obtained from the Council.

9.6 The rental charges help the Council towards some of the costs of running the allotments. This includes general repairs and maintenance of the site, insurance and administration costs, and the supply of utilities.

9.7 The Council will only insure certain parts of the allotment site, such as perimeter fencing, on site car parking, etc. The Council does not provide insurance cover for a Tenant's individual allotment plot.

9.8 Families are encouraged to bring their children onto the allotment site, but must accept that they are fully responsible for the safety and actions of their children on their own plot and the site as a whole.

9.9 It is the Tenant's responsibility to inform the Council of any change of address and/or contact details.

9.10 The Council must be notified in the event of the death of the Tenant. The Tenancy of an allotment plot can only be transferred to the deceased Tenant's

legal and registered partner. Plots can not be transferred to children, other family or friends.

9.11 On termination of the Tenancy, the plot must be left in a clean, litter and waste free condition suitable for immediate re-letting. If the Council has to carry out works in order to re-let the plot due to the condition it has been left in, the Council will seek to recover its reasonable costs from the Tenant.

USE OF THE ALLOTMENT

10.1 The main access gate to the allotment site must be kept closed. The last plot holder on site must ensure they lock the gate.

10.2 The allotment plot must be used for the cultivation of vegetables, fruit, flowers and herbs, and may be used for this purpose by Tenant and their family and friends. The allotment must not be used for commercial or profit-making activities and no trading or selling should take place on site.

10.3 The Tenant is responsible for ensuring that the allotment remains cultivated, well maintained and used according to the intended purposes above. During growing season, new Tenants will have three months to get the plot up-and-running. Thereafter, the plot is always expected to remain in good order.

10.4 The Tenant must ensure that the plot itself and those using the plot do not cause a nuisance to other users of the allotment site or to neighbours of the site. Such nuisance includes inconsiderate use of bonfires, radios, excessive noise, etc.

10.5 Ponds should be no deeper than 50cm deep. Tenants are advised to provide secure fencing. The use of sunken baths as ponds or for water storage is not permitted on safety grounds.

10.6 Under no circumstances may a Tenant sublet all or part of their allotment plot.

10.7 The Tenant shall not take, sell or carry away any minerals, gravel, sand or clay.

10.8 The Council reserves the right to remove from any allotment site any tree, bush or shrub which interferes with the use of any other allotment plot, in the event of the Tenant failing to remove the problem, having been given 28 days written notice.

10.9 The Tenant must use their best endeavours to protect any notice boards which have been or may at any time during their tenancy be erected.

10.10 The Tenant must observe all rules and regulations relating to their allotment site which have been made or may at any time hereinafter be made by the Council and of which they may be notified.

10.11 The Tenant shall not use their allotment plot for residential purposes.

10.12 Any incidence of vermin (rats) must be reported to the Council.

10.13 Any disputes between Tenants should be referred to the Council and the decision of the Chief Officer will be binding on all Tenants involved in the dispute.

CULTIVATION

11.1 Plots must remain cultivated and under continual use for gardening.

11.2 We understand that where a Tenant takes on a new plot, that plot will often require a substantial amount of work. We would therefore expect a minimum 25% of the plot cultivated within 3 months, increasing to 75% after 1 year and thereafter.

11.3 The following gives an indication of what is expected of a cultivated and in use plot:

Spring/Summer

- Presence of fruit, vegetables or flowers
- Lawn and grass paths mowed and trimmed
- No weeds going to seed
- No brambles or couch grass creeping

Autumn/Winter

- As above (but less fruit, vegetables or flowers)
- Beds dug over ready for the winter frost
- Or if no dig methods are being used - a clean bed with no weeds
- Green manures being grown
- Growing areas being prepared (and covered to suppress weeds)

11.4 Where a plot is not being cultivated, the process for non-cultivation will be followed as outlined in section 20.

TREES AND BOUNDARIES

12.1 Small fruit trees may be cultivated on site where they are in keeping with the surroundings and do not cause a nuisance to other Tenants or neighbours. Trees must be contained by pollarding.

12.2 Large trees or forest trees are not permitted on the allotment.

12.3 Written consent is required from the Council to cut or prune any timber or other trees. This excludes necessary hedge trimming or the need to lightly prune trees to allow access.

12.4 The Tenant must use their best endeavours to protect fences/hedges, etc enclosing the land.

LIVESTOCK AND PETS

13.1 The keeping of livestock or pets (including chickens) on allotment plots is not permitted due to the potential for damage to other plots should livestock

escape, and the need for processes to ensure animal welfare, particularly in the case of extreme weather events.

13.2 Bee keeping will only be permitted at the discretion of the Chief Officer of Biddulph Town Council. When considering whether to grant this permission, the Chief Officer will consider the Tenant's experience or qualifications in bee keeping and the potential impact of the activity on the other Tenants and visitors to the site.

13.3 Dogs may enter the allotment sites providing the dog always remains on a lead and dog fouling is immediately removed and disposed of off site. The dog must remain under the control of the dog owner/handler at all times and must not be allowed to enter any allotment plots without the express permission of the Tenant.

SHEDS, GREENHOUSES AND OTHER STRUCTURES

14.1 Tenants may not erect sheds, greenhouses or other structures (such as polytunnels) without the written permission of the Chief Officer.

14.2 To apply for such permission, the Tenant must fill out an 'Allotment Structures Application' for the erection of such a structure, completing full details and dimensions. The application form can be obtained from Biddulph Town Council, either by downloading it from the Council's website or from the Town Hall.

14.3 Permission to grant such a structure will not be unreasonably withheld but will take in to account the following:

- a. Whether the structure is in keeping with the surroundings and whether the size of the structure will significantly change the environment on the allotment site.
- b. The potential impact on other allotment holders (for example the blocking of light). This may involve consultation with other Tenants or neighbours.
- c. Whether the use of the structure is in line with the intended use of the allotments.
- d. The base area of the structure should not exceed the dimensions of 6 feet (1.83 metres) by 4 feet (1.22 metres) with regard to sheds and 6 feet (1.83 metres) by 8 feet (2.44 metres) with regard to greenhouses and polytunnels. No structure may be erected that exceeds 7 feet (2.13 metres) in height.
- e. The structure should be set back at least 2 feet (0.61 metres) from the edge of any path marking the boundary with adjacent allotment plots, and at least 2 feet (0.61 metres) from the boundary of the site. No shed/greenhouse/polytunnel may be constructed adjacent to the boundary of the site, except where the view from the adjacent property

is already obstructed by a fence or hedge, without the prior consent of the Council. Glass adjacent to paths should be safety glass or protected by some form of barrier to avoid accidents.

- f. The general condition of the plot on which the structure is due to be erected.

14.4 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

FIRES AND BARBEQUES ON SITE

15.1 The use of bonfires is only permitted for burning diseased or invasive plant material, which cannot be composted or disposed of in garden waste collections. The material should be dry when burned as to minimise smoke.

15.2 No fires are permitted on the allotments between the months of April and September (inclusive). There is a much higher incidence of bonfires spreading and causing a nuisance during this time period.

15.3 Bonfires on allotments must be carried out in a metal incinerator bin and the material to be burned must be fully checked to ensure no wildlife is present before the fire is started. Small amounts should be burnt at a time and slowly added to the fire as to ensure the material burns quickly and the fire remains well controlled.

15.4 The fire must be positioned away from fences, structures and any combustible material other than that which is being burned in the incinerator bin. The Tenant must also ensure that no flammable chemicals have recently been used or are present near by the site of the fire.

15.5 Burning of general waste and household refuse is not permitted under any circumstances. If it is unsuitable to be placed in bins on site, old fencing, wood and site waste should be disposed of in the Tenant's own household waste/recycling or taken to the local waste and recycling centre.

15.6 An accelerant must not be used to light the fire and all fires should be lit before mid-afternoon, allowing sufficient time for the fire to be fully extinguished before evening.

15.7 Fires must not be lit on damp or foggy days as these conditions prevent smoke from clearing. Fires should not be lit when there are strong winds, but rather a gentle breeze which disperses smoke, but does not direct the fire towards nearby properties or combustible materials. It is an offence to endanger highway users as a result of a fire lit near a highway. This could include allowing smoke to cross a highway, limiting visibility.

15.8 The fire must not be left unattended or left to smoulder. If the fire is not fully extinguished, the fire should be covered with sand or soil to ensure it is fully put out. The fire should not be doused with water as ashes can remain hot and the fire can reignite later.

15.9 Bonfires must not cause a nuisance to other Tenants or neighbours, but an occasional, well controlled fire when weather conditions are suitable is unlikely to be considered a nuisance. It is, however, advisable for Tenants to notify those likely to be affected and to coordinate/pool their material to be burned. Fires should be avoided at weekends and bank holidays, as to minimise disruption to nearby residents.

Where fires do cause a nuisance, this may be considered an offence under the Environmental Protection Act 1990.

15.10 It is permissible for Tenants to have a small barbeque to feed themselves while working on their plots, providing a safe raised barbeque grill is used (disposable barbeques are not permitted to be lit on site due to a high rate of fire brigade call outs associated with their use). Large barbeques on allotments which include people who are not working on plots are not permitted.

15.11 Small camping stoves to boil a kettle or prepare food may be used by Tenants while working on the allotment plot, providing it is placed on a flat surface and is used in accordance with safety guidelines. Any such stoves must not be left on site.

CHEMICALS AND HAZARDOUS MATERIAL

16.1 Tenants must not bring, or allow to be brought to site, any harmful chemicals or materials, or non-biodegradable waste.

16.2 The Tenant must ensure that the soil is free from hazardous or non-biodegradable material, such as broken glass, scrap metal, rubble and broken plastic.

16.3 Tenants must be considerate of the potential impact of chemicals such as weed killers and pesticides on the environment and on other Tenants. It is strongly encouraged that non-chemical weed killers and pest control methods are used wherever possible. Permission to use chemical weed killers or pesticides will only be granted where there is an exceptional need, for instance in the case of highly invasive species, such as Japanese Knotweed, that cannot be otherwise managed.

16.4 No gas bottles may be brought to site other than small camping stoves as outlined in section 15.11 which requires their removal from site when not used.

16.5 Barbed wire is not permitted on the allotment site.

16.6 Tenants must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

UTILITIES AND WASTE

17.1 Water is provided on site for the sole use of the irrigation of crops while the Tenant is on site. Any pipes, taps, or other article, fixed, provided or supplied by the Council must not be damaged. The water is only to be used by Tenants for the purpose of irrigation on site and no continuous water supply (such as the use of sprinklers) is permitted. Hose pipes are permitted if the Tenant remains with the hose pipe.

17.2 The Tenant is responsible for the removal all rubbish. Dumping of rubbish on any part of the site is prohibited. Bins are provided on each allotment site, and waste must be placed in the correct coloured bin. As the bins need to be taken out for collection on the appropriate day, Tenants are expected to participate in a rota system to achieve this, agreed by the Tenants.

17.3 Only waste produced on site and suitable for the bin type may be placed in the allotment bins. Any waste not suitable for collection (such as soil, stones or rubble) must be removed by the Tenant and disposed of appropriately.

17.4 The Tenant must not deposit or allow other persons to deposit on their plot any earth, road sweepings, refuse or other materials, excepting only manure in quantities such as may be reasonably required for use in cultivation.

ACCESS

18.1 Allotment sites will be visited or inspected by a member of the Council. While notice will usually be given, it is not a requirement that the Council will provide notice before a visit or inspection. The Tenant to permit any member or officer of the Council to enter and inspect their plot at any time. Locks should not be installed on gates.

18.2 A Council representative will visit the allotment site at least once a quarter.

18.3 Allotments are designed to benefit the whole community, not just those who hold, or wish to hold, allotments. For this reason, following appropriate liaison with Tenants, events or open days for the allotments may take place and public visitors to allotment sites may be encouraged.

18.4 Of course, it is vital that allotments remain safe and secure and all allotment users are expected to ensure gates are locked as appropriate and that nuisance or antisocial is reported, so it can be appropriately addressed.

TRANSFERRING PLOTS

19.1 Current Tenants in good standing may apply to transfer or change plots. The application will be considered by the Chief Officer, and if this is agreed, the Tenant will need to surrender their current Tenancy Agreement and sign a new Tenancy.

19.2 The application to transfer plots should be made in writing (via letter or email) to the Chief Officer, outlining the requirements for the plot desired. Applications will not usually be considered for a particular or currently vacant plot unless there is an exceptional circumstance, as this is likely to delay the process of offering a vacant plot to someone on the waiting list.

19.3 The list for transfer requests operates separately to the waiting list as it does not affect the number of plots available.

TENANCY BREACHES

20.1 Where there are breaches of the Tenancy or this Policy, the appropriate warning procedure, outlined in sections 20 and 21 will be used to address the concerns with the Tenant.

20.2 Where a person is having difficulty or knows that they are about to face difficulty maintaining their plot, it is recommended that they contact the Council to discuss the options available before any warning process is invoked. No allotment plot can be left to become overgrown, for health reasons, as assistance is often available for the benefit of the Tenant.

PROCEDURE FOR RESPONDING TO NON-CULTIVATION OF PLOT

21.1 A flow chart for the procedure of responding to non-cultivation of a plot can be found in Appendix 2.

21.2 Where a plot is noted as being insufficiently cultivated or in poor state (including an accumulation of rubbish, or spreading weeds), the Council will issue a Stage 1 letter to the Tenant.

21.3 The Stage 1 letter outlines the concerns regarding the non-cultivation of the plot or the poor plot condition and gives a date for a Stage 1 inspection. The stage 1 inspection will usually be around 1 month from the date of the letter.

The letter will also invite the Tenant to explain any potential issues they are having and speak to a Council officer to discuss options available.

If the Tenant is facing exceptional circumstance which temporarily limits their ability to cultivate or manage the plot, the Stage 1 inspection may be delayed, up to a maximum period of 3 months.

21.4 At the Stage 1 inspection, if the plot has reached the required standard, there will be no further action and the stage 1 letter will stay in place for 12 months from the date of issue. Where this happens, if further concerns regarding non-cultivation or plot condition occur within 12 months, it will progress straight to Stage 2.

Where there is no or little improvement in the condition of the plot upon re-inspection), the process will proceed to Stage 2.

21.5 A Stage 2 letter will be written to the Tenant following insufficient improvement at the Stage 1 inspection or a repeated issue of non-cultivation or poor plot condition within 12 months of a Stage 1 inspection.

21.6 The Stage 2 letter will provide a further inspection date, again usually 1 month from the date of the letter. At the Stage 2 inspection, the officer will take photographs of the plot which will then be presented to the Council's Recreation and Amenities Committee to consider the appropriate next step.

21.7 The Recreation and Amenities Committee will decide one of the following three options:

- a. Ending the Tenancy. The Tenant will be required to remove all their belongings within 28 days and is liable to be charged any costs to bring the allotment up to re-lettable standard.
- b. Grant extra time to bring the plot up to standard and prescribe a further schedule for inspection.
- c. No further action. The Stage 2 letter remains in place for 18 months and if within this timeframe the Tenant fails to meet the plot condition or cultivation standards the matter will be referred directly to the Committee to consider an appropriate course of action.

21.8 The Tenant will be informed in writing of the Committee's decision, and any requirements imposed upon them within 7 days of their decision.

PROCEDURE FOR RESPONDING TO OTHER TENANCY BREACHES

22.1 Where there has been a breach of the Tenancy Agreement unrelated to the condition of the plot, such as nuisance or antisocial behaviour, the following warning procedure will be used.

22.2 A first written warning will be issued where there is a relatively minor breach of the Tenancy and it is the first instance of the breach. The first written warning outlines the action or behaviour which led to the warning being issued. The warning remains in place for six months. If a further minor breach occurs during this time, the procedure will escalate to the next step outlined in 22.3.

22.3 A final written warning will be issued where a Tenant has breached, or allowed to be breached, the Tenancy having already received a first written warning, or where the breach is serious enough to warrant going straight to a final written warning. A final written warning remains in place for 2 years, during which period, a further incidence of a Tenancy breach will lead to an end of Tenancy being considered, as outlined in section 22.4.

22.4 Where there has been a further breach of Tenancy after a final written warning or a breach of Tenancy so severe that the trust has been lost between the Council and the Tenant, the Recreation and Amenities Committee will consider ending the Tenancy. Should the Tenancy be ended, the Tenant will be

required to collect their belongings as required by the Council, and will incur any charges incurred to bring the plot up to a re-lettable standard.

22.5 Where there is a pattern where repeated warnings are issued shortly after the previous has expired, this will be escalated to the Recreation and Amenities Committee, who may impose a more severe warning due to the recurring nature of Tenancy breaches.

POWER OF EVICTION

23.1 In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to terminate an allotment Tenancy via one month's written Notice To Quit pursuant to section 30(2) of the Allotment Act 1908 if allotment rent is in arrears for 40 days or more (whether formally demanded or not); or it appears to the Council that the Tenant is resident outside the district for which the allotment plots are provided.

DEATH OF A TENANT

24.1 The Tenancy of the allotment plot shall terminate upon the death of the Tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.

24.2 The plot will automatically be returned to the possession of the Council in the interim period until a new Tenant is assigned.

24.3 Upon the death of a Tenant, any registered partner who meets the requirement of section 8, may be given the option to take over the Tenancy. This offer will be made at the discretion of the Council.

24.4 Plots will not be transferred to a next of kin unless they fit the criteria of section 8.

TERMINATION OF ALLOTMENT TENANCY AGREEMENTS

25.1 Tenants will have many reasons to cancel their Tenancy Agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year.

COMPLAINTS PROCEDURE

26.1 The Council aims to provide a high quality of allotment service. If however, you are unhappy with the service, in the first instance contact the Chief Officer at Biddulph Town Council.

LIMITS OF THIS POLICY

27.1 While every effort has been made to cover many of the queries and concerns that are associated with allotment use, this Policy cannot cover every eventuality.

27.2 The Policy will be reviewed on an 2-yearly basis or whenever there is a significant change or issue that brings about the need to review this Policy.

27.3 Any amendments will be binding and effective immediately upon approval at the Recreations and Amenities Committee. The Council will inform Tenants in writing of policy amendments.

27.4 Where there is an issue related to allotments which is not covered by this Policy or the Tenancy Agreement, this will be considered by the Chief Officer and the Recreations and Amenities Committee, to agree a reasonable and practical response.

Appendix 1 – Management of the Town Council’s Allotment Waiting List

Names on the waiting list are kept in strict date order. With the applicant with the oldest application being at the top. Biddulph Town Council stores the following information:

- Name, Address (within Biddulph District boundaries), Email address, Phone number, Site preference

Each applicant must complete an application form. At the point of application, the applicant must consent to their information being held securely by Biddulph Town Council.

In line with Data Protection obligations, Biddulph Town Council does not share this information with outside organisations. Information is held in order to ensure the transparent and effective management of allotment applications.



Biddulph Town Council contacts everyone on the waiting list annually (usually in April), asking each applicant to confirm whether they’d like to remain on the list and to check there have been no changes to the contact details held. Consent is also requested to the storing of information.

Email is the preferred method of communication, but post may be used if necessary.

A chaser is sent after 14 days. If no response is received after 28 days, the applicant is removed from the waiting list. If there are extenuating circumstances for missing the deadline, the applicant may remain on the list, at the discretion of the Chief Officer and the Chair of the Recreation and Amenities Committee.



When a plot is available, the next applicant on the list is contacted. Depending on site preference, the next applicant may not be the individual who has the oldest application.

Biddulph Town Council will contact the applicant twice. If there is no reply, the next applicant on the list will be contacted. It is the responsibility of the applicant to ensure Biddulph Town Council holds their correct contact information. If an individual is not contactable, they may remain on the waiting list until the next annual review, but will miss opportunities in the interim.



If an applicant turns down an allotment plot, there must be a valid reason. Such reasons may include: ill-health, bereavement, caring responsibilities, etc. The applicant has 48 hours to decide if the plot is suitable and to arrange a site visit. After this time, the next person on the waiting list will be contacted. The first applicant contacted will move to the bottom of the waiting list.



Tenancies can NOT be inherited. Tenants may not move between plots until the plot that they’re leaving is well tended. Existing tenants are NOT permitted to take on additional plots unless demand is low. This is at the discretion of the Chief Officer.



New Tenants have 3 months to get their plot up-and running during the growing season. Thereafter, they should maintain the plot as per the rules and regulations. Some flexibility can be applied if a Tenant is ill or incapacitated, but will not be extended indefinitely.

Appendix 2 – Responding to Non-Cultivation or Poor Plot Conditions

