



# Helsby Parish Council

---

## **ALLOTMENTS POLICY**

**Version 5 – adopted by Council 9<sup>th</sup> August 2021**

**Last Committee review 26<sup>th</sup> July 2021**

### **LETTING AND MANAGEMENT OF ALLOTMENTS**

1. The Clerk to the Council is authorised to enter into and terminate tenancy agreements in accordance with the procedures specified below. The Clerk will notify the council of all tenancies terminated or entered into at the next scheduled Parish Council meeting.
2. The Clerk to the Council will maintain a list of names of those people who wish to apply for an allotment tenancy. When applying for an allotment, applicants should state if they are interested in the Old Chester Road (Cemetery) site, Queens Drive site or both, and whether they would like a small or large plot.
3. The Clerk will periodically contact every person on the waiting list to confirm that they are still interested.
4. When letting allotments, preference will be given to residents of Helsby parish. Non-residents may apply and be listed, but will only be considered if there are vacant plots and no Helsby residents on the waiting list. The priority order for letting shall be:
  - 1) Tenants of an allotment small plot who wish to exchange it for a large plot, or *vice-versa*
  - 2) Helsby residents without an allotment who are on the waiting list
  - 3) Helsby residents who are holders of an allotment plot (either size) and who wish to take up a second small or large plot (refer also to section 12)
  - 4) Non-residents without an allotment plot in Helsby or elsewhere.Non-resident or ex-residents who already hold a plot in Helsby or elsewhere will not be considered for a second plot.
5. The Clerk will notify the relevant Allotment Association when a new Tenant takes a plot subject to their agreement in line with GDPR legislation.
6. There shall be one Tenancy Agreement per allotment plot. Each plot is let separately by resolution of the Council, and should be covered by a separate Tenancy Agreement. This ensures that if the Council wishes to terminate a Tenancy Agreement to let one plot, it does not prejudice the Tenant's right to continue with the other plot
7. When initially let, the Tenancy Agreement shall be between either a single named individual, or two named individuals (e.g. partners at the same address, or two friends wishing to work an allotment together).
8. At no stage after a Tenancy Agreement comes into force can additional names be added to the Agreement.

9. When the Tenancy Agreement is in two names:
  - a) All communication will be with the first named individual who shall be held wholly responsible for ensuring the Tenancy Agreement is complied with in full.
  - b) If one named individual moves outside the parish, dies or wishes to give up the allotment, the Tenancy Agreement shall revert to the remaining named individual as a single-name Tenancy Agreement. If the remaining named individual is not willing to continue the Tenancy Agreement alone, it shall be terminated.
  
10. Upon the death of a single named Tenant, the Tenancy Agreement will cease. The Council recognises that Executors and bereaved relatives have many other concerns at this difficult time and it is likely to be best if the allotment is re-let as soon as practical. If any representations are received from relatives regarding existing crops, the request will be dealt with sympathetically.
  
11. The Tenant must notify the Clerk to the Council of any change of address. For single-named tenancy Agreements, any Tenant who moves away from the Parish will be treated in the following way:
  - a) If there are residents of the parish of Helsby without an allotment on the waiting list, the ex-resident Tenant will be required to vacate their plot within 3 months. The Council will refund the pro-rated portion of that years rent.
  - b) If there are no residents of the Parish of Helsby without an allotment on the waiting list, the ex-resident Tenant will be allowed to continue the tenancy if they so wish and will treated as a non-resident from the date they leave Helsby.
  - c) If a Helsby resident without an allotment has been on the waiting list for 12 months, the tenant that has been non-resident for the longest will be given three months notice.

The above rules are not affected by allotment holders on the waiting list wanting to exchange plot size or hold a second plot.
  
12. Non-residents of the parish of Helsby who had existing Tenancy Agreements as of 1st October 2008, will for the purposes of this agreement be treated as Residents. Non-residents of the parish of Helsby granted allotment tenancies for the first time after 1st October 2008 will be treated in the same way as ex Resident plot holders i.e. as per section 11c) above.
  
13. Normally, Tenancy Agreements will be limited to one Agreement per household. However, where a household wishes to have a second allotment, the following rules shall apply:
  - a) Where a Tenant has a plot (either size), but wishes to apply for an additional small or large plot, they will be entered on the waiting list but will have to wait until such time as there are no other Helsby residents on the waiting list who want the vacant plot.
  - b) Helsby residents wishing for an additional large or small plot will be given preference over non-residents on the waiting list.
  - c) When a Helsby resident without an allotment plot has been on the waiting list for more than 12 months, the household who have held a second plot for the longest, will be given 12 months notice, as described in the Tenancy Agreement, to quit one of their allotment plots.
  
14. Where a Tenant already has a small plot, but would like to exchange it for a large plot, or *vice versa*, they may apply and will take their place on the waiting list. Applicants will

be allowed to keep both the small and large plots for one season, but the tenancy on the original plot will not be renewed at the next 1st October letting.

15. All allotments will be inspected at least every three months by the Clerk to the Council and representatives of the Parks, Cemetery and Allotments Committee of the Council to ensure that the allotment plots are being cultivated appropriately and the sites managed well.
  - a) The inspection will monitor the plots for compliance with the obligations set out in the Maintenance of Allotments section of the Allotments Policy. The overall condition of each plot will also be rated as "very poor", "poor", "ok", "good", "very good" or "excellent". The Clerk will maintain a record of the ratings, and any change in Tenant.
  - b) At the same time, the roadways and perimeter boundaries will be checked and any hedge trimming, repairs or other necessary work and appropriate actions agreed.
16. At each meeting of the Parks, Cemetery and Allotments Committee, the Clerk will report the results of the inspection and survey, together with the ratings record. Any actions to ensure compliance and management of the sites will be considered. Typically, if a plot is rated as "very poor" at an inspection or "poor" on two consecutive inspections, a "warning letter" will be sent to the Tenant to initiate the procedure described in clause 12 of the Tenancy Agreement relating to breach of the obligations of the Maintenance of Allotments section of the Allotments Policy.
17. The Parks, Cemetery and Allotments Committee will review the Allotments Policy annually and recommend any changes to the full Council.
18. A copy of the current Allotment Policy will be provided to all new tenants and the tenants will return a signature sheet to confirm that they agree to comply with it. Each time the Policy is revised to a new version, it will be circulated to all tenants and the tenants will return a fresh signature sheet.
19. If a Helsby resident without an allotment plot has been on the waiting list for 12 months, the steps below will be followed if there is no likelihood of a plot arising within a few months e.g. as a result of an existing tenant not complying with the Tenancy Agreement.
  - 1) If a tenant holds a small and large plot because they are in the process of exchanging plots they will be asked if it is possible to complete transfer before the deadline described in section 13. The waiting resident will be informed if an early date is possible, or notified that a plot will be available at the next 1st October letting (as per section 13).
  - 2) If there are non-residents/ex-residents who hold an allotment plot, the tenant that has been non-resident/ex-resident for the longest time will be given three months notice (as per section 10c). This procedure does not apply to non-residents who had existing Tenancy Agreements as of 1st October 2008 (as per section 11).
  - 3) If there are households which have two allotment plots, the household which has held a second plot for the longest time will be given 12 months notice to quit one of their plots (as per section 12).
20. A Health & Safety inspection will be carried out at both sites at least annually. Clerk to the Council and at least two Councillors – one from the Parks, Cemetery and Allotments Committee and one from the Health and Safety Committee – will jointly conduct the

inspection. This is to ensure that the sites are safe for the general maintenance contractor as a place of work, as well as for the allotment holders and general public that visit the sites.

## **MAINTENANCE OF ALLOTMENTS**

The Tenant shall abide by the obligations set out below and which may be varied by the Council from time to time on giving three months notice.

1. The Tenant shall cultivate the allotment garden for and shall use it only for the production of fruit, vegetables and flowers for domestic consumption and shall not sell any part of the produce to another person.
2. The whole allotment garden shall be kept in a clean, tidy and good condition and properly cultivated, or managed for future cultivation. Neglect of part of the plot is not permitted.
3. The tenant must keep their plot free of nuisance weeds that might affect other Tenants.
4. Paths and walkways adjacent to the Tenant's plot must be maintained by the Tenant to half their width, in a clear and tidy state, and free of nuisance weeds that might affect other Tenants.
5. No nuisance or annoyance shall be caused by the Tenant to any other Tenant or neighbour or any other part of the allotments provided by the Council. The lighting of fires, bonfires and discharge of fireworks is prohibited.
6. No livestock or poultry of any kind shall be kept upon the allotments.
7. No dogs shall be brought into the area of the allotments unless the dog is on a lead and under control. Any fouling must be cleared away by the person accompanying the dog.
8. The Tenant shall not erect any building, shed, greenhouse or other structure on the allotments, with the exception of a temporary storage bunker or box, not exceeding 2 cubic meters capacity.
9. The Tenant shall not obstruct or permit the obstruction of any of the paths on the allotment site.
10. The Tenant will be allowed vehicular access to their plot, so long as it does not obstruct the free movement of other Tenants. No vehicle will be parked on the allotment site without the Tenant being present. Overnight parking is not permitted. Tenants should make good any damage caused by deliveries and the current ground conditions should always be considered when arranging the delivery of any materials.
11. No trench or excavation deeper than 9" (approximately 1 spade depth) will be permitted adjacent to any roadway or pathway.
12. Every Tenant must make provision for composting on their plot.
13. A Tenant wishing to make pathways within or around their allotment plot should use grassed walkways, biodegradable weed control membrane or concrete slabs which must be maintained in a safe and level state. The use of gravel, sand, tarmac, crushed stone, wooden duckboards, plastic sheeting, carpet or other aggregates is prohibited. The Tenant should bear in mind clause 10 of the Tenancy Agreement before bringing materials onto the allotment site.

14. The use of appropriate horticultural grades of black plastic sheeting in order to help with control of weeds is allowed, but the use of non-horticultural plastic sheeting, carpet, or similar other materials as ground cover in order to control weeds is not permitted.
15. Raised beds may be used where the beds are not more than 9" high. The beds must be open to the earth at the bottom.
16. The use of persistent weed killers that render the soil unusable for more than a few hours is not allowed.
17. Application of any material by sprayer (e.g. insecticides, fungicides or herbicides) must only be undertaken in calm conditions and must not drift onto neighbouring plots.
18. No well, pond or water features are permitted on the allotment sites.
19. Water taps, where provided, are for communal use. A Tenant with a water tap on their plot must allow other Tenants to use it. Sprinklers or hosepipes not to be left running when the tenant is not present on their plot.
20. The Tenant shall not remove bulk soil, clay or turf from the site.
21. The growing of willow and bamboo is not permitted.
22. Any fruit trees planted after 01/01/2018 shall be dwarf, fan trained or espalier varieties which shall be pruned and maintained to ensure a maximum height of 8ft. Trees should not be planted close to the edge of a plot where they will cause shading or the roots will cause dry areas on neighbouring plots.
23. Trees planted before 01/01/2018 (record held by the Parish Council Clerk) shall be kept pruned to ensure they do not cause a nuisance to neighbouring plots or walkways and do not exceed 10ft in height or spread. Exceptions will be made on mature damsons on Plots 7R, 8L & 8R Old Chester Road and the Holly Tree on Plot 11 Old Chester Road.

## **GUIDELINES FOR MANAGEMENT OF WILDLIFE CORRIDOR AT OLD CHESTER ROAD ALLOTMENT SITE**

The "wildlife corridor" runs between the cemetery extension and plots 8 and 18 at the end of the allotment site. It was created as a condition of the planning application when the cemetery was extended. The corridor is managed by volunteers from the Allotment for the benefit of slow-worms and other wildlife at the site but all users of the area (allotment holders and Parish Council employees) should be aware of the following guidelines to ensure sympathetic management of the strip. It may look untidy but it's an important wildlife habitat and what goes into the heaps needs to be appropriate.

Log piles. These are supposed to encourage invertebrates which provide a food source for other animals such as slow-worms. Additional material comprising appropriately sized logs and branches (minimum one-inch diameter) may be added as the piles gradually decay. Twiggy material, canes, prunings etc should not be added but should be disposed of elsewhere, preferably away from the allotment site (e.g. in the domestic 'brown bin' or in the skip at Frodsham).

Compost heaps in wooden bunkers. Slow worms tend to feed and breed in the heaps. The heaps may be covered with black plastic or similar material which allows the slow-worms to bask undisturbed on top of the heap in warm weather. One heap will be turned over and partially replaced every year.

The material that is added to the compost heaps in the strip should be slow-worm friendly, so sharp or thorny material must not be placed on the heaps (e.g. raspberry canes, brambles, gooseberry bushes, rose cuttings etc). The amount of any single material placed on the heaps should not be excessive. Allotment holders also have a composting facility on their own plots which may be used; bearing in mind these heaps may also be attractive to slow worms. Brassica roots should not be placed in the heaps in order to minimise the spread of club root.

Underground hibernaculum. This is the grass-covered mound which is designed to provide over-winter shelter for the slow worms. The openings of the ground-level pipes which lead into the interior structure of the hibernaculum will be checked occasionally to ensure they are not blocked by vegetation. Otherwise no specific management of the hibernaculum is required.

The flat grass area in the corridor immediately adjacent to plots 8 and 18 will be mown at the same time as the rest of the central path on the allotment site. The other parts of the strip i.e. between compost heaps, log piles and over the hibernaculum will be managed by volunteers from the Allotment Association.