

# Allotment Policy

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## **Version Control**

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## **1. Introduction**

Allotments are generally regulated by the Allotment Acts 1908-1950 and provides Boyatt Wood Parish Council (BWPC), an allotment authority with the power to provide allotments to the residents of the parish.

The Allotments Act 1922, Section 22 defines an Allotment Garden as ‘not exceeding 40 poles (1012 square metres) in extent, wholly or mainly cultivated by the occupier for the production of vegetable and fruit crops for consumption by himself or his family.’

Garden allotments are not only an asset to the community but a commitment of time and resources and are not to be used for any other purpose. On average an allotment garden can take up to twelve hours per week to properly manage.

On 28 March 2022 Eastleigh Borough Council made an Order transferring the allotment authority to BWPC under the Local Government and Public Involvement in Health Act 2007.

## **2. Scope**

This policy and associated documents apply to St Catherines Road Allotment site, Boyatt Wood, Eastleigh.

This Policy, Rules ([Appendix A](#)) and Tenancy Agreement form the Terms and Conditions of the Allotments and apply to all new tenants. However, it is expected that existing tenants will have due regard for BWPC requirements.

## **3. Objectives**

The objective is to provide a framework for the use of allotment gardens and to maintain high standards of the management of the allotment site. This will include but not limited to the following:

- To maintain relations with Eastleigh and District Allotments Co-operative Association
- Effective management of the Allotment Garden site to provide an efficient and cost-effective service.
- To inspect allotments on a regular basis and take action to remedy any issues identified.
- Support the community benefits of allotments.
- To promote environmentally friendly practices and improve biodiversity of the site.
- Promote good water management.

## **4. Eligibility**

The allotment plots are for residents and/or recognised not-for-profit organisations within the parish of Boyatt Wood. The applicant must be eligible to apply for an allotment garden plot and complete the application form in full ([Appendix B](#))

To be eligible to apply for an allotment, an applicant must:

- Reside within the parish of Boyatt Wood
- Be 18 years old or over
- Only one plot will be allocated per household or organisation.

To apply for an allotment plot the applicant must complete their application form including their preferred plot size and return. Upon receipt of the application form they will be added to the waiting list on a first come first served basis. All plots are let as seen.

Applicants that reside in properties that do not have a garden or outside space will be offered priority on the waiting list.

## **5. Grandfather Rights**

Tenants that have signed Eastleigh Borough Council tenancy agreement, have the option to remain on that agreement excluding sections 3.1 Rent, 3.2 Rent Review and 3.19 Bonfires or transfer to BWPC Tenancy Agreement. All tenants will be subject to the terms and conditions of the allotments, as per BWPC policy and rules providing they reside in the Eastleigh Borough District.

## **6. Responsibilities**

BWPC and tenants have individual responsibilities to support the effective management of the allotment garden site and will work together to ensure the site is appropriately maintained and managed

### **6.1 Role of BWPC**

BWPC will perform the following tasks

- Administer and manage the finances associated with the Allotment Site.
- Administer the waiting list, Tenancy Agreements and enforcement actions.
- Manage essential repairs and maintenance around the site
- Encourage good cultivation and water management practices
- Promote environmentally friendly practices and improve biodiversity
- Conduct site inspections on a regular basis.
- BWPC may employ third parties to assist in the management of the allotment site
- Maintain relations with Eastleigh and District Allotments Co-operative Association (EDACA)
- Address plot holder's issues in a fair and transparent manner

### **6.2 Role of Tenant**

Accepting an Allotment Garden tenancy can be both time consuming and satisfying. The tenant must ensure they have the time and resources to commit to maintain their garden plot and will.

- The tenant is responsible for ensuring they are contactable by BWPC, that their details are kept up to date.
- Ensure payment is received on time.
- Comply with the terms and conditions of the Allotment.
- Manage the cultivation of their allotment plot for their own use.
- Clearly display allocated plot numbers and maintain in good condition.
- Report any issues to the Site Representatives or BWPC at the earliest opportunity.

- Comply with all reasonable requests to manage and maintain their plot.
- Tenants who are unable to cultivate their plot for reasons such as illness, work commitments or other personal circumstances, should contact the Council immediately. All details will be kept strictly confidential.
- If the primary tenant is unable to maintain the plot for a short period of time for whatever reason they may nominate a co-worker. This will be subject to Council approval in writing.
- In cases of dispute (between the tenants) the matter will be referred to the Council and the decision of the Parish Clerk is final.
- Tenants have a duty of care to ensure the health and safety of themselves and everyone on site, including visitors and wildlife.
- Tenants are advised to seek professional advice regarding their personal and public liability and property insurance cover, to ensure that it meets the requirements of their activities. This service is offered by EDACA.
- Tenants and their visitors will not perform any act which may be, or become, illegal, or a nuisance to the Council, other tenants, authorised personnel or owners or occupiers of other property in the neighbourhood. The act or acts may be grounds for immediate tenancy termination and possible prosecution.

## **7. Allotment Process**

There are several stages to process when managing an Allotment Garden site.

It is the applicant's responsibility to ensure they are contactable at all times and their contact details up to date.

### **7.1 Allocation of Garden plot**

- When a plot becomes vacant it will be offered to the next person on the waiting list by email or phone.
- They will have 14 days to acknowledge acceptance, or it will be assumed they are not interested and will be withdrawn from the waiting list.
- If an offer is declined for a valid reason, then the person can remain on the list and the next available plot will be offered to them.
- BWPC reserve the right not to allocate a plot, or to remove the applicant from the list where there is evidence of previous plot misuse.

### **7.2 Deposit Scheme**

The aim of the deposit scheme is to encourage allotment tenants to leave their allotment plot in an acceptable condition at the end of their tenancy agreement, free from unacceptable levels of waste and debris. To provide the new tenant with a garden plot that is fit for purpose and to avoid unnecessary cost to the Council having to remove waste and debris left by the outgoing tenant.

At the time of being offered an allotment, the new tenant must pay a deposit equivalent to the annual rent as a retainer prior to taking possession of the garden plot. This is in addition to the Annual Rent which is paid in advance.

At the start of the tenancy a photograph of the allotment plot will be taken by an authorised person, and the condition agreed with the incoming tenant.

The deposit will be repaid in full to the tenant within 14 days following the termination date, provided that the condition of the allotment plot is acceptable.

If the condition of the plot is unacceptable, the deposit will be forfeited in whole, or part and the tenant advised in writing of the intention to retain the deposit.

The Council reserves the right to retain the deposit and/or charge the plot holder a reasonable fee for clearance of the plot if it does not meet acceptable standards.

### **7.3 Annual rent**

The rent is calculated by a charge per m<sup>2</sup> and rounded to half plot, approximately 50 m<sup>2</sup> or full plot approximately 100 m<sup>2</sup> and the rental year runs from 1<sup>st</sup> April to 31 March. The annual rent is due 1<sup>st</sup> April each year, to continue occupancy of the garden plot the annual rent must be paid whether demanded or not.

If a tenant signs an agreement part way through the year, they will pay a pro rata rate rent based on  $\frac{1}{12}$  for each full month remaining in the rental year.

The Council reserves the right to increase the rent, to reflect changes in the running costs to provide allotments. The Council will give notice of any changes to the rent on or before 1<sup>st</sup> April each year.

A separate service charge will be applied to cover the cost of utilities such as water and electricity.

## **8. Tenancy Agreement**

The tenancy of an Allotment is personal to the Tenant named in the agreement. The tenant must be the primary user of the plot and responsible for the activities and visitors to their plot. The tenancy is a yearly tenancy beginning 1<sup>st</sup> April.

The Tenancy Agreement is a signed agreement between the Council and the plot holder. By signing the Tenancy Agreement, the plot holder agrees to abide by the terms and conditions of the Allotments. BWPC is the landlord and reserves all rights and powers over the land.

The Council reserve the right to review and or revise the Tenancy Agreement at any time. Where revisions are made, tenants will be informed of the final changes and any transitional arrangements.

### **8.1 Termination of Agreement**

The Tenancy may only be terminated upon:

- Written notice received by the Council from the tenant.
- Notification of death of a plot holder
- Written notice issued by the Council to the tenant.

The Tenant will clear the plot of all structures, fittings, contents and crops belonging to the Tenant unless the Council agrees otherwise in writing. All locks and padlocks must be removed.

Upon notice of termination the garden plot will be regularly inspected to monitor the progress of vacating the garden plot.

On termination of the tenancy, there will be no reimbursement of the annual rent and the council has the power to re-enter the plot.

BWPC reserve the right at the end of a tenancy agreement to re-define the boundaries of any allotment plot and recalculate the rent, to promote the efficient and effective management of the allotment site.

## **8.2 Termination by Tenant**

- The tenant must advise the Council as soon as possible of their intention to terminate the Tenancy Agreement in writing to allotments@boyattwood-pc.gov.uk
- The tenant must provide a minimum of 28 days' notice to terminate the Agreement in writing to BWPC stating the date on which the Tenancy Agreement will cease.

## **8.3 Death of tenant**

8.3.1 The tenancy of the allotment 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.

8.3.2 Upon the death of a tenant, any surviving partner/spouse residing in the same household who worked the garden plot, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

8.3.3 Allotment plots cannot be inherited by other relatives.

## **8.4 Termination by Council**

- BWPC can give a tenant at least 12 months' notice to quit expiring on or before 6 April or on or after 29 September in any year.  
Or
- Failure to abide by the requirements of this policy, Tenancy Agreement and Allotment Rules giving the tenant a written notice to quit if:
  - a) Nonpayment of rent and the rent is in arrears for 40 days - if the rent is not paid within 28 days of the due date, a reminder letter will be sent giving the plot holder 12 days to pay.
  - b) Two months after the commencement of the tenancy the tenant has not complied with the Allotment terms and conditions.
  - c) The tenant no longer resides within Boyatt Wood parish boundary.

## **8.5 Notice to Quit**

Upon receiving a Notice to quit, the tenant has 14 days to leave the site. After that date, any property left at the allotment shall be forfeited to the Council.

- The plot must be left in a clean and tidy condition and clear of any debris and rubbish, suitable for immediate re-letting.

## 9. Sub-letting and Transfer

- Sub-letting, sale and transferring of plots in whole or part is strictly prohibited.
- Swapping of plots between existing allotment tenants will be considered if requested in writing. However, the Council is not bound to approve such requests.
- The tenant will retain possession, control of their allocated plot for the duration of their tenancy.
- Tenants must request in writing the transfer to a relative jointly working the plot, providing the reason for transfer and the new tenant must reside in the parish of Boyatt Wood.

## 10. Site Inspections and Representatives

### 10.1 Inspection

The Allotment Site Representatives, any officer or member of the Council will be able to enter the allotment at any time to conduct an inspection of the site, including its structures. The inspections are timely fair and appropriate to the season.

BWPC maintain tenant files and records of all notices issued including photographs which are taken to support the inspection process. When site inspections are carried out the tenant file will be referred to.

Any notice given by the Council to the tenant under this agreement will be deemed as served on the tenant if it is

- Served personally
- Sent by post to last known address
- Sent electronically to last known email address

### 10.2 Representatives

St Catherines Garden Allotment site have two site representatives. They are current tenants and appointed by the users or BWPC and are the main point of contact for any site queries.

Their role includes:

- Attending site meetings and meeting contractors
- Liaising with BWPC, tenants and welcoming new tenants
- Overseeing the use of site equipment and buildings
- Taking water and electricity meter readings

As a site representative their garden plot is offered at a discounted rate agreed by the Council.

## 11. Enforcement actions

Where on inspection the Council identifies that a tenant is in breach of the allotment terms and conditions, the following enforcement procedure will be applied allowing the tenant the opportunity to remedy the breach,

Improvement Notice – Tenants who fail to comply with the Terms and Conditions of the Allotments will be contacted by an authorised person by phone or email. The



communication will outline the areas of non-compliance which need to be addressed, giving 15 working days to respond and 28 days to show evidence of improvement.

Formal Warning – Tenants who fail to respond to an informal warning or their actions are insufficient will be issued with a formal written warning letter from the council, requesting improvement is made within 28 days.

#### Cumulative Warnings

BWPC reserves the right to serve a notice to quit on any tenant who is in breach of the allotment terms and conditions and who has already been issued with informal or formal warnings on three occasions within a 3-year rolling period.

Notice to Quit – Tenants who fail to respond or comply with a formal warning within a minimum of 28 days will be given notice to quit. The tenant will be advised the eviction process has commenced and the plot must be vacated within 14 days.

In the event of a serious breach of the tenancy agreement or after investigation of any incident that the Council deems at its sole discretion to constitute gross misconduct, the Council reserves the right to serve immediate notice to quit without progression through the warning stages of the procedure.

If the Council must carry out work to re-let the plot the tenant may be required to reimburse the Council for reasonable costs.

#### Appeal

If a tenant is not satisfied with the notice to quit, they can apply in writing to the Council within 14 days of the sent notice.

The matter will be re-considered by Council and majority decision shall be final.

### **12. Security**

All tenants and authorised persons must always lock gates on departure, to prevent access by unauthorised persons.

Access to allotment sites is strictly within the hours of daylight and no overnight occupation is permissible.

Sheds, greenhouses, other structures and their contents are entirely the tenant's responsibility.

### **13. Useful information**

There are many resources with useful information that may assist tenants, manage their Allotment Garden below are a few.

<https://www.allotmentonline.co.uk>

<https://www.allotment-garden.org>

<https://www.nsalg.org.uk>

## 14. Definitions

The below definitions apply to the policy, rules and tenancy agreement.

**Allotment** – means the whole of the Allotment site at St Catherines Road, Boyatt Wood including but not exclusively communal paths, parking areas and individual plots, banks and boundaries

**Allotment Garden** - means an individual allotment plot not exceeding 40 poles which is wholly or mainly cultivated by the occupier to produce fruit or vegetables for consumption by himself/herself and his/her family.

**Authorised person:** A member of staff, Site Representatives or Councillor of Boyatt Wood Parish Council.

**Council:** Boyatt Wood Parish Council, the local authority that administer the provision of allotments.

**Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil. Grow ornamental plants, herb, flower, fruit and vegetable crops. The control and prevention of flowering weeds. Does not materially interfere with a neighbouring tenant and does not impede the ability for the plot to be re-let at a later date.

**Green material** - means plant or other vegetable matter which has previously been growing in the ground at the Allotments.

**Gross Misconduct** - Unacceptable or improper behaviour or actions of a serious kind

**Haulage way:** A common route within the site for vehicular and pedestrian access to Allotments.

**Notifiable weeds** – means any weeds or plants prescribed as injurious weeds under the Weeds Act 1959 or as controlled waste under the Environmental Protection Act 1990.

**Other authorised person:** The Tenant or invited guest.

**Paths:** Dividing paths between Allotments plots

**Re-enter:** The re-taking of possession (by the Council) under a right reserved in a prior agreement.

**Rent:** The annual rent payable for the tenancy of an Allotment.

**Review notice:** Any notice of reviewed rental charges

**Site:** The entire allotment site at St Catherines Road

**Site Representative:** An Allotment Tenant who works as a middle person between the Council and the Tenants and helps oversee the Allotment.

**Tenant:** A person who holds an agreement for the tenancy of an Allotment.

**Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular Allotment(s), to an individual Tenant or group.

## St Catherines Road Allotment Garden Rules

### General

1. Tenants must observe and comply with the current BWPC tenancy agreement, rules and policies, and those which the Council may make at any time in the future (e.g. statutory law changes)
2. Tenants must comply with any reasonable or legitimate directions given by an authorised person in relation to an allotment garden or site.
3. The garden plot must be used as a garden only as defined in the Allotment Policy, must not undertake any business, or sell any produce from it.
4. The tenant is responsible for their garden plot and all structures, fixtures and contents on the land.
5. Tenants must not interfere in any way with any material, plant, equipment, building, or installation owned by Council, unless permitted to do so.
6. Organic gardening and consideration for wildlife is encouraged.

### Cultivation Standards

7. The plot must be worked to achieve expected cultivation standards.
  - a. Within 2 months of taking on the plot at least 20% is cultivated.
  - b. Within 6 months 50% cultivated
  - c. Within 9 months 80% cultivated, the minimum during the growing season.
8. When a notice is received, action should be taken immediately to avoid risk of eviction.
9. Strimming and tidying the plot to reduce overgrown vegetation will not be viewed as improvement.
10. If there is a structure on the plot such as green house, polytunnels and fruit cages containing produce these are included in the 80% cultivated area.
11. Small areas of paths created by plot holders on their plots should be made of organic materials such as bark chip. Plastic and concrete should be avoided.
12. Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for its maintenance.
13. The soil is to be kept clean and free from noxious contaminants, livestock carcasses, weeds and maintained in a good state of cultivation and fertility.
14. On termination of tenancy, the plot is to be left in such condition as shall be compliant with the terms and conditions of the Allotment

### Trees and bushes

15. No trees other than fruit trees shall be grown on the Allotment Garden.

16. The Tenant shall not without first obtaining written consent of the Council, cut, top, prune or fell any timber or other trees growing on the Allotment except the proper pruning of fruit trees or shrubs in the course of husbandry.
17. Maximum of two fruiting trees per full plot and not to be planted within 1.5 metres of the plot boundary, hang over or encroach upon paths, fences or neighbouring allotments.
18. All fruit bearing trees must not exceed 3 metres in height and 3 metres in spread.
19. Invasive plants such as Bamboo, all types of willow and fast-growing conifers (including Christmas trees) are not permitted.
20. Not to plant any tree, shrub, hedge or bush on communal land without first obtaining the Council's written permission.
21. Tenants are responsible for removal of self-set trees which must not be allowed to grow to establishment.

### **Weed Control**

22. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated.
23. The tenant is responsible for keeping the plot free of flowering weeds that cause a nuisance to adjoining Tenants.
24. The Tenant shall not use carpet as a weed suppressant or ground cover. Weed suppressant fabrics will not be considered as cultivation in the growing season.
25. The Tenant shall not remove from the Allotments to another part of the site any green material whatsoever, unless to dig-in or compost on their plot all such material except those weeds which are notifiable weeds which shall be disposed of in the prescribed lawful manner.

### **Structures/buildings**

26. All structures must be kept within the boundary of the allotment garden and at ground level. Structures must be sealed at the base to deter vermin.
27. Sheds and greenhouses must not exceed 8' x 6' x 7'6"ft in height (2.43m x 1.99m x 2.8m in height) Only one shed and one greenhouse per plot.
28. The Tenant shall not without the written consent of the Council erect any building or structure on the Allotment Garden, including poly tunnels and greenhouses and shall be responsible for their removal at the end of the tenancy.
29. All structures must be of temporary construction, not be made from hazardous materials and the colour shall be in keeping with the natural environment and be maintained in good safe condition.
30. All structures must be adequately secured to the ground to prevent uplift, sheds and glass houses requiring a footing on slabs bedded on sand.
31. Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
32. The tenant may leave a structure or water butt if BWPC have notified them in advance they are suitable for reuse.
33. The total area of all structures on an allotment plot (including sheds, greenhouses, polytunnels, etc) may not exceed 20%

34. Seating may be installed providing it is no larger than a picnic bench and does not exceed 1.8m<sup>2</sup>
35. No fencing or barbed/razor wire is to be erected on Allotment gardens, apart from crop protection not exceeding 2m in height.
36. Netting should be installed properly to protect birds and other wildlife from becoming tangled or trapped in the netting.
37. Plot numbers where provided by the Council shall be maintained in good condition and displayed.
38. Glass is not to be used on the ground. It is preferred alternate materials is used in greenhouses.
39. Sleeping overnight, the erection of tents and other temporary structures, is prohibited.

## **Water**

40. The use of sprinklers is forbidden and hosepipes must be attended at all times.
41. Rainwater harvesting from all structures should be installed to provide sustainable use of water resources. The minimum water butt size to be used is 100 litres
42. Good water management is encouraged.
  - (a) Water in the evening to reduce water loss by evaporation
  - (b) Collect and store rainwater where you can.
  - (c) Mulch to retain moisture.
  - (d) Report leaks immediately.
  - (e) Do not wash tools and produce in the communal butts as this results in a build-up of silt and potentially transfers weed seeds and chemical substances onto other plots.
43. Water supply can be subject to season restrictions.
44. The water supply is normally turned off between November and March.

## **Chemicals**

45. To control pests, diseases, or vegetation you may only use products usually available from garden or horticultural suppliers in the UK and compliant with current UK regulations. Other chemicals are not permitted for use or storage at the Allotments.
46. Chemicals used to control pests, diseases or vegetation must be of a type that will minimise harm to people and wildlife.
47. BWPC may at any time ban the use of any named pesticide and or other chemical at the Allotment.
48. Storage of flammable liquids is prohibited.
49. Oil, lubricants, or other inflammable liquids must be for garden use only and stored in an approved container in locked storage, maximum size 5 litres. Safe practices must be applied when using hazardous materials.

## **Ponds**

50. The use of sunken baths as ponds or for water storage is prohibited
51. A small temporary shallow pond is permitted on an allotment. The maximum size is 1.5 m<sup>2</sup>, maximum depth 50cm and must be a minimum of 1 metre from the plot boundary.
52. Ponds must have an 'escape route' of sloping sides to prevent drowning by mammals who come to drink.
53. The tenant is responsible for carrying out a risk assessment to avoid any risk to other site users.

## **Animals**

54. The Tenant shall not keep any livestock (including cockerels) on the Allotment Garden except for hens and only with the prior written permission of the Council.
55. The use or storage of traps by plot holders for the capturing of, reptile or amphibian is prohibited.
56. Plot holders must maintain their plots to discourage vermin forming nests. The use of poison is prohibited, only humane traps are allowed. Plot holders are responsible for the removal of vermin/insect nest on their plot and any associated cost.
57. BWPC must be informed of any vermin infestation.

### **Birds**

58. Feeding of birds is permitted in winter months. All food should be placed on a raised platform to avoid attracting vermin.

### **Dogs**

59. Tenants shall ensure that dogs brought to the Allotment site are kept under control.
  - (a) Dogs should be kept on a lead
  - (b) Dog faeces to be removed from the site and disposed of appropriately
  - (c) Dogs should not urinate on other plots or communal areas or cause any damage

### **Hens**

60. All Hens must be registered with Department for Environment, Food and Rural Affairs (DEFRA) - Animal and Plant Health Agency (APHA)
61. Tenants that choose to retain hens on site must abide by DEFRA/APHA guidelines and best practices and that the numbers are manageable.
  - ii) They are well and humanely managed
  - ii) The structure is a suitable habitat
  - iii) They do not cause any danger, nuisance, interference, disturbance or annoyance to tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders.
  - iv) An emergency contact telephone number must be displayed prominently on any chicken house.

## **Waste Management**

62. Garden waste may only be left on the site if it originates from that plot or is appropriate for and being used for compost in reasonable quantities.

63. It is expected that garden waste that cannot be composted is removed from the site by the tenant.
64. The Tenant shall not bring onto the site any soil, or any other material that the Council deems sub-standard or that could be detrimental to the allotments.
65. Any tenant reasonably believed to be fly-tipping or permitting or encouraging fly-tipping on any part of the Allotments will be in breach tenancy. If Tenants witness fly tipping rubbish onto Allotment land, please report immediately to Eastleigh Borough Council Tel: 023 8068 8000 or report online <https://www.eastleigh.gov.uk/environment/environmental-health/nuisance/fly-tipping>

## **Conduct**

66. Boyatt Wood Parish Council apply a zero-tolerance policy to any incident of gross misconduct and will result in the termination of tenancy.
67. The Tenant shall always behave in a reasonable and courteous manner.
68. Tenants must not use the allotment site or any structure therein for any antisocial, illegal or immoral purpose. Tenants are responsible for their guest's behaviour.
69. Tenants have a duty of care to everyone and themselves, care should be taken when using mechanical/powered equipment. Appropriate personal protective equipment should be worn at all times. Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused.
70. Tenants are encouraged to resolve disputes or disagreements amicably. If this is not possible then complaints regarding the allotments must be made in writing to the Clerk - [clerk@boyattwood-pc.gov.uk](mailto:clerk@boyattwood-pc.gov.uk)
71. Upon receipt of a complaint, it will be fully investigated by the Council and their decision is final. The complainant will be advised in writing of the result of the investigation.

## **Parking**

72. Parking shall be in the designated parking areas only.
73. Haulage ways must not be obstructed, unloading/loading is permitted for a limited period if access roads or paths are not blocked. Tenants unloading must move their vehicle immediately if requested by a fellow Tenant or authorised person.
74. Motor vehicles may not be parked overnight or deposited on the Allotment. No caravans or live-in vehicles are permitted on site.

## **Security**

75. Tenants must always keep the gates closed and locked
76. Admittance can be refused if a visitor is not accompanied by a tenant. Authorised persons may order any unauthorised person on the site to leave immediately.
77. Report any damage to fences, property or produce immediately.

78. The Council accepts no responsibility for any loss or damage to the tenant's property. If a tenant identifies property is damaged or stolen from the allotment, report to the police using the non-emergency helpline number 101, and also notify the Council.

### **Miscellaneous**

79. Bonfires are not permitted on the allotment garden site.
80. No artificial lighting is permitted
81. No firearms or replicas are permitted on the allotment site
82. Tenants will not take or sell or carry away any mineral, gravel, sand or clay or permit any other person to do so.
83. No vehicles, vehicle parts, household equipment/goods or parts thereof are to be stored at the allotment site.
84. If a Tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, if not removed when requested to do so, they are in breach of their tenancy agreement.

If you are struggling or experiencing difficulties managing your plot for whatever reason, please contact the site representative or Clerk of Boyatt Wood Parish council who will be able to assist.



## St Catherines Garden Allotments - Application Form

By submitting this application form I consent to my details being retained on a waiting list and will notify the council of any changes to my details.

Title			
Surname			
Forename (s)			
Address			
Postcode:			
Contact number	Home:		Mobile:
Email address of applicant			
Over 18	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Does your property have a garden/open space	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is this application for an organisation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Name of organisation			
Plot size preference	Full <input type="checkbox"/>	Half <input type="checkbox"/>	No preference <input type="checkbox"/>
Additional information			
Date			
Signature			

I confirm that I am the primary contact and aware of the commitment that becoming a garden allotment tenant entail. I have read and understand the Allotment Policy and Rules.

On completion of this form please return to [allotments@boyattwood-pc.gov.uk](mailto:allotments@boyattwood-pc.gov.uk)

If you are contacted about an allotment tenancy and do not respond within 14 days, you will be removed from the waiting list.

**Note:** Boyatt Wood Parish Council reserve the right to refuse any application