

MACCLESFIELD TOWN COUNCIL

ALLOTMENT POLICY

Document Version Control

Document Title: Allotment Policy

Version No	Date Change Made	New Version No	Changes Made by (initial)	Comment
1.00	Jun 2020		GA	New policy - Adopted MTC 15.6.20 Agenda Item 10.6
1.01	Nov 2021		GA and LS	Updated for review at Full Council Dec 2021
2.00	Dec 2021			Adopted at Full Council 6.12.21 Replaced references from EU GDPR to Data Protection Act 2018/UK GDPR as approved at Full Council 06/12/21
3.00	March 2024		HG	<u>Added information on allowing people to water plots when tenants are on holiday.</u> <u>Added reference to maintaining the whole of plots up to the boundary.</u> <u>Added references to carrying out site inspections from March to November. The tenants will be notified of one of the inspections so they have the opportunity to meet with officers.</u> <u>Added reference to the admin charge implented from April 2025.</u> <u>Added process for managing deliveries for tenants.</u>

				<u>Removed reference to issuing reduced invoice for new tenants.</u>
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1. Definitions and Interpretations

"The Council" means Macclesfield Town Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

"Allotments" means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.

"Allotment Tenant" means any person, 18 years or older and residing within the Council area of Macclesfield, who has entered into an Allotment Tenancy agreement for an allotment plot situated within one of the Council's allotment sites.

"Allotment Tenancy" means the tenancy agreement incorporating these Allotment Rules and any subsequent amendments.

"Allotment Plot" means a defined area of land, within each allotment site, that is available to rent for an annual sum.

"Allotment Rent" means the annual charge for renting an allotment plot for 12 months, from the 1st April to 31st March. This charge is reviewed annually by the Council, and notified in writing to all tenants 12 months in advance.

"Minimum Charge" means the minimum invoice amount that will be issued by the Council.

"Cultivation" means actively growing plants during the main growing season on an area of no less than 75% of the total plot area.

"Non-Cultivation Notice" means a formal notice, sent in accordance with section 7 of these Rules, calling on the tenant to commence cultivation or face further action leading to the termination of the allotment tenancy agreement.

1.1 The Council reserves its right to change the Allotment Rules and procedures from time-to-time, but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Council's website, on-site noticeboard and by letter). The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

2. Eligibility Criteria and Allocation of Plots

2.1 To be eligible for an allotment a person must be 18 years or older and reside within one of the 7 wards of Macclesfield (section 23(1) of the Allotments Act 1908).

<https://www.macclesfield-tc.gov.uk/macc-ward-map/>

2.2 Tenants who move beyond the 7 wards of Macclesfield will be required to end their tenancies.

2.3 The Council will supply information regarding available plots, on a site by site basis, and provide site maps to allow applicants to visit and inspect potential plots before

making a decision to confirm their interest in a particular plot. The Council may also have informal arrangements with a number of existing allotment tenants and site representatives who have agreed to show potentially interested tenants around their site.

- 2.4 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.
- 2.5 All allotment plots are let on an "as seen" basis. The Council does not routinely carry out improvement or clearance works for new tenants.
- 2.6 The Council operates a Waiting List for each site managed directly by the Council. When a plot becomes vacant the plot is offered to the person on the top of the waiting list. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to, or cannot, take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the waiting list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a "first come first served basis". Each list is operated independently for each site and due to the current high demand, people can only be added to one waiting list.
- 2.7 The Council rents out plots and half plots, and due to the increasing demand for allotment plots the Council is splitting a number of whole plots in order to increase the availability of space to prospective tenants. New tenants are being restricted to being able to rent either a plot or half plot, according to what becomes available at the time. Existing tenants who currently rent more than one plot will not be affected, but will not be allowed to increase their holding, or retain this larger number of plots if they make an application to change sites.
- 2.8 Where another person works the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person 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. The maximum plot allocation policy applies (see paragraph 2.9 below).
- 2.9 Plot allocation is restricted to the equivalent of one full size plot per household. However, if a tenant is allocated a half plot they can apply to go back onto the waiting list for an additional half plot or to transfer to the equivalent of one full sized plot if they meet the following criteria:
 - The person must have been a tenant at the site for a minimum period of 12 months.
 - They must not have received any Non Cultivation letters or Notices to Quit from the Council within the previous 12 month period.
 - Must not currently hold more than one half sized plot.

- The named tenant must apply direct to the Council in writing or via email at admin@macclesfield-tc.gov.uk.

- Plots are offered on an as-seen basis.

2.10 The Tenant shall not sublet or assign or part with possession of any part of their allotment plot.

3. Partnerships

3.1 A tenant may register one partner to assist on the plot.

3.2 A registered partner has no automatic right to assume the tenancy of the plot, if the tenant makes the decision to surrender the plot.

3.3 Any person working the plot who is not registered, will not be considered for tenancy upon surrender of a plot by the tenant.

3.4 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 6 months.

3.5 In the event of the death of the tenant please see point 9.4.

3.6 A registered partner will only be considered for offer of tenancy where plots have been managed in accordance with the Rules and Regulations.

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

3.8 Plot tenancies must be surrendered by the existing tenant before the Council will consider the application of the registered partner to take over the plot.

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

3.10 If a tenant is away on holiday, a nominated person is permitted to attend the site to water the crops.

4. Allotment Tenant Responsibilities

4.1 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to seed or to cause a nuisance to neighbouring plots.

4.2 Tenants must only use their allotment plot for their own personal use and must not use their plot to carry out any business or grow produce for sale.

4.3 The tenant shall not deposit, or permit to be deposited, any refuse, rubbish or extraneous matter on their plot, or any other part of the allotment site. All

arising's from the permitted allotment activities shall either be composted on the plot or burnt as outlined¹.

4.4 Bonfires are permitted under certain conditions, which are designed to prevent a nuisance being caused to neighbouring residents and other plot holders.

¹ Any matter which is not relevant/essential/pertinent to the use of an allotment.

Under the Environmental Protection Act 1990 it is an offence to cause a nuisance through the generation of 'smoke emitted from premises so as to be prejudicial to health or a nuisance'. Therefore the tenant must conform to the following requirements:

- No bonfires are permitted between 1 May and 30 September of each year.
- From 1 October to 30 April of each year, bonfires are permitted on Tuesdays and Saturdays after 12pm.
- Bonfires must be extinguished, if not burnt out, by dusk.
- Only burn when suitable weather conditions permit, to avoid causing a nuisance (wind drift, etc.).
- Only burn organic matter and dry vegetable matter that has been produced on your own plot. Do not burn material that has been given to you from other plots or has been brought onto site.
- Do not set fire to massive piles of materials, but start with a medium stack and add further material in stages.
- Non-vegetable matter such as plastic, rubber, carpet or roofing felt must not be burnt, and flammable liquids such as old sump oil must not be burnt or used to light fires.
- In the event of a reasonable complaint from another tenant or member of the public, regarding a nuisance being caused by the bonfire, then the fire must be extinguished immediately.

4.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.

4.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or in a boundary hedge.

4.7 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

4.8 The tenant shall maintain any shrubs, conifers or trees to a maximum of three metres in height and within the boundaries of the allotment plot. Fruit trees such as apples, pears and plums, the tenant must use dwarfing rootstock.

4.9 The tenant shall not, without the written consent of the Council, plant a hedge or install any type of fence around or on their plot.

- 4.10 Where a plot adjoins a boundary hedge or ditch, the tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches kept cleared.
- 4.11 The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.
- 4.12 The tenant shall not keep, or allow other persons to keep animals or livestock (except hens, but not cockerels, or rabbits) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to always demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits, and will not cause a nuisance to other allotment tenants (section 12 of the Allotments Act 1950). Any structure required to keep hens or rabbits on a plot is subject to the provisions of section 5 of these Rules.
- 4.13 The Council encourages tenants to keep bees, in order to promote biodiversity. However, the tenant will need to notify the Council prior to commencing to keep bees or beehives on any Allotment Site. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants.
- 4.14 Tenants are permitted to connect hose pipes to the main water system to water their plots directly however care should be taken to avoid excessive water usage.
- 4.15 Any disputes between tenants should be referred to the Council and the decision of the Town Clerk will be binding on all tenants involved in the dispute.
- 4.16 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers or members of the public.
- 4.17 All complaints in the first instance should be referred to the Town Clerk, as in point 16. The Council does operate a corporate complaints procedure, and details can be obtained from the Council.
- 4.18 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.
- 4.19 Tenants who use pesticides are legally responsible for using these chemicals correctly and effectively. Tenants are advised to refer to the Health and Safety Executive guidance available at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>
- 4.20 When using any pesticides or fertilisers on their plot, the tenant must:
- a) only use domestic grade pesticides;

- b) take all reasonable care to ensure that other plots, rivers and waterways, grass roads and paths, hedges and trees are not adversely affected, and must make good or replant as necessary should any damage occur;
 - c) select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;
 - d) comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database, available at <https://secure.pesticides.gov.uk/garden/prodsearch.asp>, to ensure that specific products may be lawfully used.
- 4.21 Tenants are prohibited from storing pesticides or other potentially toxic chemicals on allotment plots or in allotment sheds.
- 4.22 The tenant shall not, without the written consent of the Council, install ponds on their plot(s). Requests to install ponds on allotment plot(s), for example for encouraging the habitation of frogs, will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:
- Size of allotment plot;
 - Proposed size of pond;
 - Proposed location of pond on allotment plot; and
 - Proximity to communal paths and roadways.
- 4.23 The Tenant is required when entering or leaving the allotment site to lock the gates behind them at all times.
- 4.24 The Council accepts no liability for any loss, damage or injury to tenants, guests or any other person, or their belongings occurring on allotment sites.
- 4.25 It is recommended that tenants ensure that they have adequate public liability insurance cover.
- 4.26 Tenants are not permitted to take, remove or borrow crops, equipment or supplies that belong to other persons without prior consent of the owner thereof.
- 4.27 Tenants are not permitted to keep any vehicle(s) at the Allotment Site, or obstruct roadways.

4.38 Tenants must maintain the whole of their plot right up to the boundary. If weeds are allowed to grow near fences and boundaries, a non cultivation notice will be issued.

5. Council Responsibilities

- 5.1 The Council will provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, www.macclesfield-tc.gov.uk.

- 5.2 Tenants are advised to consider the National Allotments Association guidance available at <https://www.nsalg.org.uk/join-us/allotmenters-liability-insurance/>. Tenants may also discuss public liability cover with their relevant allotment site representative.
- 5.3 The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.
- 5.4 The Council will promote best practice on all its allotment sites and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.
- 5.5 The Council will assist security by providing funding towards boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. All keys provided by the Council remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.
- 5.6 The Council will arrange for urgent and health and safety related ground maintenance operations to be carried out working with each association. -

5.7 The Council will carry out monthly site inspections from March to November.

6. Buildings and Structures

- 6.1 The Council, as landlord, will give permission for tenants to erect one shed and one greenhouse on every plot with neither to be larger than 1.9 metres by 2.6 metres (approximately 6 feet by 8 feet), and the apex of the roof to be no higher than 2.5 metres. Written permission from the Council is required to erect any further provision or structure larger than this size, such as polytunnels. Such larger structures may also require planning permission.
- 6.2 The Council's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.
- 6.3 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.
- 6.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith.
- 6.5 Buildings and structures must not be installed on a permanent base, and must be at least 8 metres away from any riverbank and at least 2 metres from the site boundary.

- 6.6 When a tenant ceases their tenancy on a plot, they are expected to remove their buildings and structures from the allotment site before their plot is reallocated, unless otherwise agreed with the Council. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.
- 6.7 Tenants must not remove, demolish or alter in any way sheds or structures provided by the Council and the Council is not liable for loss or damage to any contents stored in sheds and structures owned by the Council.
- 6.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, lubricants or other inflammable materials.
- 6.9 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.

7. Site Management

- 7.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections. Site inspections will be carried out monthly from March to November and may also carry out ad hoc inspections. Tenants will be informed of the date and time of one of the site inspections so that they have the opportunity to meet with Officers.
- 7.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. One of the inspections will be also be an opportunity for Council officers to meet allotment tenants, and to receive feedback.
- 7.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:
- A minimum area equal to 75% of the total plot should be under cultivation and in active use during the main growing season (March to September).
 - Tenants will ensure that areas of uncultivated ground do not become overgrown to an extent that it will become inconvenient to other or future tenants.
 - Tenants are permitted to cover an area of their plot with a cover to inhibit the growth of weeds. Rubber backed carpet is, however, not permitted for this purpose.

- The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum area is under cultivation.
- Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass exceeding an area equal to 20% of the total plot area. The minimum cultivation rule is still expected.
- The Council will allow new tenants 3 months to cultivate 25% of the plot and 6 months to reach the 75% cultivation requirement. If additional time is required tenants must contact the Council to request a further grace period.

7.4 Any site problems should be reported to the Council as soon as possible.

7.5 From time to time, tenants may wish to arrange delivery of materials beneficial for plot holders such as manure. They must first seek permission from the Council. If the Council approves this, they will then email all tenants to inform them of the delivery.

8. Termination of Allotment Tenancy Agreements

- 8.1 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, when the cancellation is at the request of the tenant.
- 8.2 The Council has the right to terminate the tenancy agreement if the Tenant is found to be in breach of any of these Allotment Rules.

Enforcement Process

The following enforcement procedure will apply:

- Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.
- Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
- Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

Power of eviction

In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure.

- 8.3 The Council further 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:
- 8.3.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
 - 8.3.2 It appears to the Council that the Tenant of an allotment, not less than three months after the commencement of the tenancy thereof, is resident

more than one mile outside the District for which the allotments are provided.

8.4 Where the Council issues a Notice-to-Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

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8.5 Where the Council considers a plot not to be actively under Cultivation, the Council will send the Tenant a Non-Cultivation Notice requiring the Tenant to commence cultivation of the plot, or if outside the growth period prepare the ground for cultivation, within 28 days;

8.5.1 If the Council considers that the plot is still not actively under Cultivation, or if outside the growth period the ground has not been prepared for cultivation, the Council may issue a Notice-To-Quit. This notice will formally terminate the tenancy agreement if no further action is taken within 28 days of the date of the notice.

8.6 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to section 1 of the Allotments Act 1922. In all other circumstances the Council shall give tenants 12 months written Notice-To-Quit expiring before 6 April or after 29 September in any year.

9. Death of a Tenant

9.1 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.

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

9.3 Upon the death of a tenant, any registered partner who meets the requirement of section 3.4, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

9.4 Plots will not be transferred to a next of kin unless they fit the criteria of section 3.4.

9.5 Tenants are advised that no human or animal remains can be scattered or buried on the allotment plot/site.

9.6 Any person(s) who submits paperwork pertaining to tenancy or the service in the name of the deceased tenant will be found to be in breach of rule (new rule) 1.10.3 (2018), as it will have been done so fraudulently.

9.7 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant. 9.8 Upon the death of a tenant, any registered partner who meets the requirement of section 1.5, may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.

10. Charges

- 10.1 In April each year tenants will be sent an invoice for allotment rent covering the forthcoming year (1 April to 31 March). ~~New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until 31 March. After that they will receive the annual invoice in April.~~
- 10.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in March ~~with n-~~notice of the introduction of any new allotment charges ~~for the following year.~~
- 10.3 A reduced Allotment Rent is offered to tenants who have reached state retirement age and have retired, or who are in receipt of an income based benefit. Tenants who are not yet retired, but who will be retiring later in the year, must inform the Council of the impending change by mid-February at the latest.
- 10.4 ~~A one off administrative charge is payable by all new tenants and existing plot holders who take another plot. An annual administrative charge of £10 a year is payable in addition to plot rental. This charge will be implemented from 1st April 2025 onwards.~~

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11. Change of Address and Notices

- 11.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.
- 11.2 Notices to be served by the council on the tenant may be:
- Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) by first or second class post, registered letter, recorded delivery or hand delivered; or
 - Served on the Tenant personally; or
 - Left in a prominent place on the Allotment plot.
- 11.3 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post (section 7 of the Interpretation Act 1978).

12. Personal data

- 12.1 The Council will treat the personal data of Tenants in accordance with the UK General Data Protection Regulation and Data Protection Act 2018. Further information is available in the Council's privacy notice.

If you have any queries about these Rules please contact the Town Clerk on 01625 374142.