



## **Chapel-en-le-Frith Parish Council**

### **Allotment Policy**

This Allotment Policy is provided to you by Chapel-en-le-Frith Parish Council and outlines the rules and regulations of the allotment plots provided to residents of Chapel-en-le-Frith Parish Council

#### **1 Allotment Allocations**

- 1.1 Chapel-en-le-Frith Parish Council will allocate allotment land into plots with a site plan giving each allotment a separate number.

#### **2 Tenancy Agreements**

- 2.1 Tenancy agreements are issued at the beginning of the term of tenancy and renewed annually.
- 2.2 The Council will review the Allotment Tenancy Agreement annually

#### **3 Rent**

- 3.1 Chapel-en-le-Frith Parish Council will charge rent annually to plot holders, which will be accounted as income for the allotments.
- 3.2 The rent is currently £55.00 per plot per annum and will be reviewed annually.
- 3.3 The tenant must pay the invoiced rent within 30 days of the due date.
- 3.4 The rent year runs from the 1st April to 31<sup>st</sup> March. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 3.5 A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3 month probationary period.
- 3.6 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council will dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.

- 4 Plot Sharing
  - 4.1 The Council allows tenants to share their plot with other users, however the tenancy must remain in the name of the original tenant. The plot cannot be transferred to another individual without the permission of the Council.
- 5 Plot Sizes
  - 5.1 The allotment plots must remain within their boundaries
- 6 Waiting List
  - 6.1 The waiting list will be maintained using procedures that are transparent offering vacant plots in the strict time order in which their name was entered on the list. Exceptions to this practice include: If an applicant does not reply to an offer of an allotment within 30 days, the offer shall lapse. Applicants who cannot be contacted by email, telephone or post will be removed from the waiting list.
  - 6.2 Only residents of Chapel-en-le-Frith Parish may be added to the allotments waiting list.
  - 6.3 A register of vacant allotments plots will be kept
- 7 Plot Inspections
  - 7.1 An inspection of allotment plots will be carried out twice a year by the Park Manager, Allotment holders will be notified of the inspection:
  - 7.2 Any identified neglected allotments will receive notice to Tenants to cultivate the allotments within 30 days or relinquish their Tenancy, unless mitigating circumstances are accepted by the Parish Office.
  - 7.3 Where faults are left unrectified and all alternatives refused, the Council recognises the right of the allotment provider to terminate the tenancy in accordance with the terms set out in the tenancy agreement and relevant legislation.
  - 7.4 Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent.
  - 7.5 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove any items on plots that are oversized trees and plants over 8 feet in height as well as cut down excessive and seeding weed growth or overgrown grass.
- 8 Cultivation and weed control

- 8.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot.
- 8.2 Plots will be cultivated in a way that does not interfere with the enjoyment of neighbouring tenants, or that is likely to impede the ability of the allotment provider to re-let the plot at a later date.
- 8.3 Compost bins, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops.
- 8.4 Areas of lawn or meadow are not included within the cultivated area.
- 8.5 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated.
- 8.6 The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds.
- 8.7 Plots can be rotavated for plot holders at the beginning of tenancies for a fee.

## 9 Trees and invasive plants

- 9.1 All trees, bushes and hedging over the absolute height of 8 feet in height are in breach of allotment rules and will lead to a notice and possible termination.
- 9.2 Tenants must not, without consent of a Council officer, cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of 8 feet and/or allow self-seeded trees to grow on their allotment, including any that are growing through a perimeter fencing.
- 9.3 Fruit trees are permitted but will normally be included within the 25% of non-cultivated area. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 9.4 Tenants who have fruit trees that have grown above 8 feet will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the council reserves the right to prune back trees and charge the cost to the tenant.

## 10 Water, Bonfires & Other Restrictions

- 10.1 Sprinklers and hosepipes are prohibited.
- 10.2 Bonfires are not permitted

## 11 Waste materials and pollutants

- 11.1 The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.

- 11.2 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited.
  - 11.3 The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or bathtubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.
- 12     Structures and fences
- 12.1 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, and fruit cages will be included within the cultivated area. Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition.
  - 12.2 Tenants may put up one shed no more than 6x4ft and no more than one greenhouses (including poly-tunnels) on their plot. Greenhouses and poly-tunnels should cover no more than 20% of the allotment.
- 13     Dogs and livestock
- 13.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a short lead or otherwise restrained at all times.
  - 13.2 The burial of any pets or animals on any allotment land is strictly forbidden.
  - 13.3 No animals or livestock may be kept overnight on allotment land.
- 14     Observance of Rules
- 14.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
  - 14.2 Rules will be posted online on the council website [www.ansteypc.org](http://www.ansteypc.org) and may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.
  - 14.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 15     Unauthorized persons
- 15.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.
  - 15.2 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.

## 16 Vehicles

- 16.1 Motor vehicles may not be parked overnight or deposited on the allotment.
- 16.2 Caravans and live-in vehicles are not permitted on any allotment land.
- 16.3 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.
- 16.4 Change of address and notices
- 16.5 Tenants must immediately inform the council, in writing, of changes of address or status.
- 16.6 If a tenant moves to an address outside of the boundary of the Parish they will have their tenancy terminated.

## 17 Site safety, security and duty of care

- 16.7 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 16.8 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.
- 16.9 The allotments and site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 16.10 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with a site representative and Allotment Federation regarding any such disputes.
- 16.11 Tenants have a duty of care to everyone, including visitors, trespassers and themselves. Any structure or any other item considered hazardous should be removed after instruction from a council officer. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.
- 16.12 Storage of fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform your site representative or a council officer.
- 16.13 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 16.14 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.
- 16.15 Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.
- 16.16 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to

store any items of value on the allotment, and to insure and mark any items kept at the allotment.

16.17 Tenants should report incidents of theft and vandalism to their site representative and the police

Adopted: 6<sup>th</sup> May 2025

Reviewed: