

WORTWELL PARISH COUNCIL

Allotments Policy

Adopted: February 2018
Reviewed: June 2023
Next Review Due: June 2025

Objective

This document sets out the policy and procedures operated by the Council for the provision of allotments within the parish.

Allotments Policy

1.1 Entitlement. The Council provides allotments for the use of Wortwell residents or those residents in close neighbouring parishes on the understanding that residents of Wortwell will be given priority, regardless of the length of time residents from neighbouring parishes have been on the waiting list. To be eligible for an allotment a person must be 18 years or older.

1.2 Allocation. The Council will provide a single plot or a double plot and no more than two plots to any one allotment holder. If an allotment holder has been allocated two plots, the second plot can be reallocated to a resident on the waiting list at the discretion and reviewed by the Council, and by giving the resident occupying the second plot 12 months' notice of the decision or in the event of either plot becoming uncultivated the usual terms of the Tenancy Agreement (see appendix) will apply.

1.3 Rents. Rents will be reviewed and notified annually by the Council in September each year. New rental rates will be applied from 1st October.

1.4 Waiting List. A waiting list will be maintained by the Council and operated on a strict allocation by order of inclusion principle. This means that, the first person on the list will be the first person allocated a plot when one becomes available. However, in the event of an existing plot holder asking to be added to the allotment waiting list for allocation of a second plot, priority and allocation of a vacant plot will be given to the next eligible parishioner on the waiting list without an existing plot.

1.5 Tenure. The tenant shall keep their allotment plot in a good state of cultivation, and free from perennial weeds. Allotment holders will abide by the terms of their allotment tenancy agreement and allotment rules as determined by the Council and as considered necessary. Non-compliance will render their tenancy agreement terminated

1.6 Decision. The decision of the Council in any matters concerning the Allotments is final.

1.7 Procedure. The Responsible Financial Officer will:

- Receive and process applications for allotment plots on a first come first served basis – taking regard of the foregoing
- Maintain the allotments register and any waiting list
- Prepare annual rent demands payable 31st October each year
- Deliver/post the annual rent demands to allotment holders at the beginning of October
- Arrange monthly inspections, either personally or through Council members or agents approved by the Council and report to the full Council
- Work with the Parish Council to ensure effective management of the allotments.

1.8 Council Responsibilities. The Council will provide and maintain computerised records including name, address and telephone number, in accordance with the Data Protection Act 1998, whilst a resident remains a tenant or on the Council's waiting list.

1.9 Site Management. The Council will arrange for regular site inspections, to ensure that the site is being properly maintained and used.

2.0 Termination of Agreement. The Tenancy shall be from year to year commencing on the first day of October, and terminable by either party by not less than six calendar months' notice in writing.

General

2.1 Complaints: Complaints made under this policy should be referred to the Clerk as identified under the Council's Complaints Policy.

Appendix:

AN AGREEMENT made the 1st day of January, between **WORTWELL PARISH COUNCIL** in the County of Norfolk (hereinafter called "the Council" acting through the Clerk of the Council of the one part and **(name), (address)** (hereinafter called "the Tenant") of the other part **WHEREBY IT IS AGREED** as follows:-

1. The Council agrees to let and the Tenant agrees to take ALL THAT piece or parcel of land being part of the enclosure Numbered **OS 105A** on the Ordnance Survey Map of the Parish of Wortwell.

2. **THE TENANCY** shall be from year to year commencing on the first day of *(date)*, and terminable by either party by not less than six calendar months' notice in writing to the other expiring on the *(date)* in any year.

3. **THE RENT** shall be the yearly sum of **(£8.00)** payable on the *(date)* in every year, in advance, the rent being subject to annual review.

4. IN the event of the Tenant keeping any animals or poultry on the said land and such animals or poultry entering upon land of adjoining occupiers and committing damage the Tenant agrees to indemnify the Council against any claim which may be made in respect of such damage.

5. **THE TENANT** agrees to keep the said land free from injurious weeds.

6. **THE COUNCIL** will carry out inspections of the said land as and when they think it appropriate

7. **THE TENANT** shall not without first obtaining the written consent of the Council

- a) Sub-let the whole or any part of the said land.
- b) Erect any shed, garage, tool-house, hutch, fowl-house, greenhouse or other structures on the said land.
- c) Use the land for other than the growing of crops or the keeping of animals or poultry.
- d) Use any poison or pesticides on the said land.

8. **THE TENANT** agrees to supervise at all times, children accompanying him/her on the Allotment site. The Tenant will ensure that children are not allowed on the Allotment site unaccompanied by himself/herself. The Tenant will pay for any damage caused by the said children entering upon land of adjoining occupiers and committing damage. The Tenant agrees to indemnify the Council against any claim which may be made in respect of such damage.

WITNESS to the Signature of)

the said) _____
)
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_____)

WITNESS to the signature of)

....., Clerk to) _____
Wortwell Parish Council)
)
_____)