

Allotment tenancy Terms and conditions



ASHFORD
BOROUGH COUNCIL

Terms and conditions

These terms and conditions are made in accordance with the Allotments Acts 1908 to 1950 and apply to all rented allotments.

Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in future (eg statutory law changes or local restrictions).

The terms and condition will be available on the council's website www.ashford.gov.uk and issued to tenants when they first commence their tenancy or to all existing tenants to notify of any changes that are made.

Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

Non compliance of these terms and conditions

Failure to observe the terms and conditions may lead to tenants receiving a warning notice. Failure to comply with the warning notice may result in tenancy termination. In some circumstances, a breach of site rules may lead to an immediate termination of tenancy.

In the event of a breach of the terms and conditions the council reserves the right to enter any plot, with or without the consent of the tenant, to carry out activity for corrective action to bring the site back in line with the terms and conditions. If this results in costs the council has the right to seek recovery of costs from the tenant(s) that have breached the terms and conditions.

Council responsibilities

Whilst it is the tenant's responsibility to comply with these Terms and Conditions, the Council also has responsibilities as follows:

- To keep allotment representatives informed of relevant and appropriate information relating to the management of the site.
- To ensure the enforcement of the terms and conditions and take the appropriate action for any breaches.
- To keep the allotment sites in a maintained and safe condition.
- To investigate any unauthorised waste brought on to the site and take appropriate enforcement action and clearance arrangements.



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1. The tenancy

1.1 Records

It is the tenant's responsibility to immediately inform the council of any change of address, email address, telephone number or name. *(If the tenant moves outside of the Ashford borough their tenancy will automatically terminate.)*

1.2 Tenancy sub-letting

The tenancy of an allotment is personal to the tenant named in the agreement.

The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

The tenant may share cultivation by registering one co-worker. The co-worker must sign the agreement, countersigned by the tenant. The signed document must be returned to Ashford Borough Council's authorised officer. If the tenant terminates the plot, the tenancy will be offered to the co-worker. If the co-worker declines the plot, the plot will be put back into circulation for re-letting. If the co-worker agrees to continue with the tenancy a new agreement will be issued which must be signed and returned to Ashford Borough Council's authorised officer.

1.3 Rent

Rent is charged annually and runs from the period of 1 October to 30 September.

Tenants taking up tenancy during the rent period will be charged the pro-rata amount from the time of signing the tenancy agreement until the 30 September.

Concessionary discounts are applicable to anyone in receipt of a state pension or means tested benefit upon submission of proof and annual checks for subsequent years.

A concessionary rate applies to a maximum of five perches regardless of number of plots you have.

Tenants will be issued an invoice which must be paid within 21 days.

Tenants will be notified in advance of any increases in their rent prior to being invoiced.

There will be no refund of rent if the plot is terminated or if a tenant breaches the terms and conditions and their plot is repossessed.

2. The allotment site



2.1 Keys

Sites that require a key for a gate padlock are loaned to the tenant but a deposit must be paid at the rate applicable at the time. The deposit is reimbursed at the end of the tenancy when the key is returned back to the council. Any keys that are lost or additional keys required these are chargeable at the fee applicable at the time.

2.2 Padlocks

Tenants of sites where there is a combination padlock will be issued the padlock code. This code will be changed periodically and tenants will be informed where possible in advance of the change. In some circumstances, the combination code may need to be changed urgently and tenants will be informed at the earliest opportunity following the change.

2.3 Site hours

Access to sites should only be during sunlight hours. No access is permitted when dark for safety reasons.

2.4 Water

Allotment holders are welcome to use the water on site from the taps, however, this should only be used when harvested water supplies diminish.

Allotment holders are not permitted to use hose pipes for filling water butts or to directly water plants on their allotment from the mains water supply tap unless authorisation has been granted by the council's authorised officer. Any tenant found using a hose pipe as detailed above that has not received authorisation from the allotments officer will be contacted and asked to cease using the hosepipe immediately. Hosepipes can be used directly from the tenants own harvested water supply.

Sprinklers or any other type of unattended mains connected irrigation system is not permitted to be used on any site. If a tenant is found using a sprinkler or mains connected irrigation system they will be contacted and asked to remove the system from site immediately.

Mains water supply may be turned off at various times in the year. This may include the winter period plus any other times as directed by the water authorities, such as, periods of drought or significant water leaks in the instance of burst pipes or where maintenance works are required.

Water supplies should be not used for drinking water as we cannot guarantee the quality of the water at all times.



We do encourage tenants to collect rainwater using water butts. Tenants need to take action to try and prevent water from going stagnant. All butts must be covered with lids or nets to try and prevent accidents or infestation of insects.

The mains water supply taps are considered a communal resource. Any tenant that is identified as using excessive quantities of water, or who are seen to consistently monopolize to the detriment of fellow tenants will be contacted and asked to cease their activity immediately.

Water collected in communal water troughs should not be used for washing crops or bathing.

2.5 Communal resources

Items such as: compost, manure, chippings that are delivered to site for the benefit of all tenants must be fairly shared between all tenants. If a tenant has the opportunity to benefit from the resource on one occasion they should then let others have priority next time a delivery is received. Any tenant that monopolises the resource will be contacted and advised of the action to be taken.

Any resources that are delivered to site must remain on the site or used on another allotment site. The resource must not be taken away and used for any other purpose, ie at home.

2.6 Boundary fences and gates

The council will maintain all boundary fences and gates, supplying padlocks and where required the issuance of keys to the allotment holders.

Any damage or problems with boundary fencing, gates or padlocks should be reported to the council's authorised officer who will inspect and take the appropriate action.

Items are not permitted to be fixed to the boundary fencing or gates without the authorisation from the council.

Tenants must ensure that they keep the gates closed at all times and when leaving the site that the gates are locked.



2.7 Parking areas

Parking areas should be kept free of any obstruction and access is available on to the site to other users.

No vehicle, caravan or trailer should be parked in the allotment overnight.

2.8 Haulage and main pathways

Both haulage ways and main pathways must be kept clear of any obstruction including vegetation.

Haulage ways and main pathways will be maintained by the council. All other paths between plots or designed within the plot boundary will be maintained by the plot holders.

If an allotment encroaches on to a main path or haulage way they will be contacted and asked to bring their allotment plot back within their plot boundary. If this work is not completed and remedial work is undertaken by the council the allotment holder will be invoiced for recovery of costs.

2.9 Notice boards

Notice boards are for displaying information relevant to allotment activity. This may include details of how the allotment representative(s) and the council can be contact. Any other information displayed may be removed and disposed of unless written consent is obtained from the Council.

2.10 Plot splitting

If the council agree or decide that an allotment plot is suitable to be split the council will organise for the split to be carried out and update plans and documentation accordingly.



3 Plot Management

3.1 Cultivation of plots

Allotment plots must be in a good state of cultivation (growing of herbs, flowers, fruits and vegetable crops) to a minimum of 30% of the plot including the winter months in the first year of tenancy or 75% thereafter.

3.2 Non-cultivation of plots

Any plots that are identified as not being cultivated in line with the terms and conditions will result in the plot holder being contacted. The plot holder will then be provided the opportunity to carry out works to cultivate the plot or to terminate their tenancy and return the key. If the allotment holder takes no action to cultivate the plot to the specified minimum requirement they will be contacted once again. If this second contact achieves no result then the council has the right to terminate the tenancy and re-let the plot.

Tenants that repeatedly breach this condition will have their tenancy terminated on the third occasion within an 18 month period.

3.3 Safety

It is the responsibility of the tenant to ensure that the plot is worked and maintained in a safe manner. Any injury caused to another person visiting the site that is caused by an unsafe practice of a tenant is the responsibility of the tenant.

3.4 Weed control

It is the plot holders responsibility to keep the plot free of weeds at all times.

Weed suppressant coverings are permitted but should be of a standard and material recognised horticulturally. Other items such as carpets, carpet tiles, plastic linings and bags, etc are not permitted.

Any weed suppressant covering must be secure and safe (not with tyres, bricks, slabs or other waste materials).

Coverings will only be short term and temporary to suppress weeds in readiness for cultivation of crops. All coverings must be removed at earliest opportunity and stored tidily.

3.5 Fruit trees

Only dwarf fruit trees are permitted on the allotment plot. These should not exceed 2.5m in height. Any tree, bush or hedging exceeding this height will result in the plot holder being contacted and advised of the action that needs to be taken.

3.6 Invasive plants

Invasive plants such as bamboo, all types of willow and fast growing conifers, including christmas trees, are not permitted. If any invasive type plants are identified on an allotment plot, the plot holder will be contacted and advised of the action to be taken.

3.7 Composting

Only non-diseased garden waste created on the allotment site can be used in compost bins. Compost bins should be free of any other waste.

3.8 Hedges

Tenants are responsible for maintaining any hedge on or abutting their plot. Hedges should be kept to a height of 2.5m. Hedge sides shall be trimmed at least twice per year between 1 September and 28 February. This avoids bird nesting season.

Any hedge works carried out during the bird nest season, 1 March to 31 August will result in the plot holder being contacted.

The council are responsible for the top and external facing side of any hedge that abut a perimeter boundary, road or haulage way. The council may remove any hedges that cause an obstruction or impact on safety.

3.9 Sheds and other structures

It is the tenant's responsibility to protect, secure and insure their personal belongings including sheds and other structures. Any loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment is the responsibility of the tenant.

From the 1 October 2020, anyone wishing to erect a new shed, glass house, poly tunnel or fruit cage or any other structure or is considering replacing an existing shed, glass house, poly tunnel or fruit cage or any other structure must complete an application form which can be found online at www.ashford.gov.uk and send to the council for consideration. Anyone found to have erected a new structure or replaced an existing structure without the necessary consent may be asked to dismantle and remove the structure from site.

The maximum number of structures per plot, dependent on the size of the plot is one shed and a maximum of two other structures, for example: 1 x glass house and 1 x poly tunnel or 2 x glass houses, on their plot.

Structures should not exceed 2.5m in height.



Sheds and sided structures should be included within the 25% area allowed for non cultivation. Poly tunnels, glass houses and fruit cages will be included within the 75% cultivated area.

Any structure on the allotment must be temporary, maintained in a safe condition and not constructed from hazardous waste.

If the council identify any concerns with the safety or appearance of the structure the council will contact the plot holder and request either repairs or removal is carried out. Failure to undertake the works to the standard acceptable by the council may result in the council taking action to either dismantle the structure which may also involve removal from site. Any costs incurred by the council will be recharged to the allotment holder.

3.10 Unsafe structures

Any tenant that has a structure that is in an unsafe condition will be contacted and advised what action to be taken. The plot holder will be provided an appropriate period of time to deal with the issue. If the structure is not made safe or removed the authorised officer will make arrangements to dismantle the structure and remove the waste from site. Reimbursement for any costs associated with this will be sought from the plot holder.

3.11 Fences

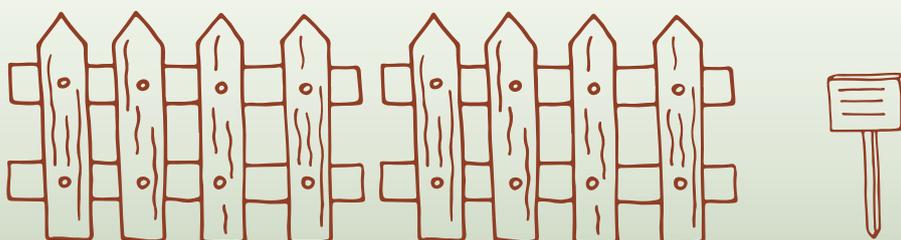
Fences between neighbouring plots should be no taller than 1.5m. They must not be constructed of solid material but can be trellis style made only from natural materials such as wood or canes. All fences must be constructed in a safe and secure manner with no sharp or protruding parts that may cause an injury to other users and visitors. Fences should be within the boundary of the plot.

3.12 Plot pathways

All paths between allotments must be no less 0.5m and should be wide enough for easy pedestrian access to neighbouring tenants' plots. They must be maintained in a safe condition, kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.

3.13 Plot numbering

All plots must be clearly marked with the correct plot number. Any plots that do not have a visible plot number the plot holder will be contacted to ask this is organised. The council also have the right to mark the plot by either marking a structure on the plot or placing a marker in the ground.



4. Restricted Items and Activities

4.1 Hazardous waste

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 to the tenant and a warning notice issued. The council will organise for clearance of such waste and the tenant will be recharged the full cost plus an administration fee.

4.2 Waste materials

Other waste materials that are prohibited from being brought on site include:

- Construction materials including rubble and hard core
- Bath tubs
- Domestic household items, ie doors, shelving, cabinets, bed frames, etc
- Glass bottles
- Vegetation and garden waste brought from an external source
- Food waste
- Commercial waste

Bricks, concrete slabs or pads are permitted but only for the purpose of creating a base for a shed or green house. Any excessive materials that are not used for this purpose will result in the allotment holder being contacted and removal requested.

4.3 Fly-tipping

If a tenant witnesses someone fly-tipping rubbish onto an allotment site they should inform the council via www.ashford.gov.uk/the-environment/streets/fly-tipping/ with details of what they have witnessed, location, vehicle make and model, registration number, vehicle markings and description of person(s). If photographic or video images are available these should be provided too. The council will take action to try and identify the offender and carry out enforcement. The tenant should always consider their safety and not pursue collection of information if this puts them at risk.



4.4 Burning of waste

Bonfires/open fires are not permitted at any time unless authorised by the council's authorised officer.

Garden waste can be burned within an incinerator and in a controlled manner with sufficient water supply available at the site of the fire to extinguish a fire if necessary.

Fires must be attended at all times whilst burning.

Fires must be fully extinguished when the allotment holder is leaving the site.

The burning of any material other than garden waste is prohibited.

Smoke caused by burning garden waste must not cause a nuisance to other allotment users, visitors, neighbouring properties or users of the highway. Anyone found to be causing a nuisance could result in action being taken under the Environmental Protection Act 1990 or the Highways Act 1980.

The council reserves the right to prohibit any burning of garden waste on any plot or allotment site.

4.5 BBQs

The use of bbqs is prohibited unless the authorisation has been given by the council's authorised officer. Anyone found to have a bbq on site will be contacted and asked to remove the bbq.

4.6 Storage

Only materials that are for use to aid the growing of herbs, flowers, fruits and vegetable crops are permitted to be stored on the plot.

Storage of chemicals, pesticides and fuels including petrol is not permitted and should be removed from site at the end of the day. Containers holding such items should be clearly labelled whilst they are in the vicinity of the allotment and lids kept tightly secured and containers out of reach and away from children or naked flames.

4.7 Ponds

Ponds are not permitted on any allotment plot unless previously authorised before the issuance of these Terms and Conditions and where authorisation by the council has been granted. Authorised ponds must be maintained in a safe condition, covered with netting and sufficient slope to allow wildlife to climb out of the water. Any ponds not maintained in a safe manner the tenant will be contacted and advised of the action to be taken.

4.8 Livestock and beehives

These are not permitted on allotment sites.

4.9 Anti social behaviour

Tenants must ensure that their own or that of their co-worker, children or guests/visitors behaviour, language or conduct is not causing a disturbance, alarm or distress to others.

4.10 Illegal activity

Anyone suspected or caught carrying out illegal activity this will be reported to the police immediately. If guilty of any illegal offence the agreement will be terminated immediately.

4.11 Unauthorised persons

Those that have not been authorised to enter the site by either the tenant, the allotment representative or the council will be deemed as trespassing.

Those considered to be trespassing can be ordered to leave the site immediately. In some circumstances the police may need to be contacted to provide assistance.

4.12 Dogs

Dogs are permitted on the allotment site but they must be kept on a lead and under control at all times. Owners must clear up after their dogs and take home dog waste to dispose of as there are no facilities to dispose of dog waste on site.

Allotment holders with dogs that cause a nuisance either constantly barking or harassing other dogs, users or visitors of the site will be contacted by the council's authorised officer and advised of what action is to be taken. This could include stopping the dog being allowed on the site.

Dogs should have access to fresh water at all times and have the opportunity to take shelter.

No dog is allowed to remain on the allotment site overnight or be used as security on the allotment site.



5 Termination

If a plot holder is in breach of any of these rules and regulations their agreement can be terminated immediately. However, the council will always try to work with their tenants to try and resolve any issues.

If a tenant no longer wants to continue the tenancy of a plot they can terminate their agreement at any time but they must ensure the plot is cleared of any unsafe structures, rubbish, compost bins emptied and that weed/grass growth is reduced to ground level. Failure to undertake these actions and return the plot to the council in an acceptable standard or condition in which it can be re-let may result in the council seeking reimbursement for any costs associated with works undertaken.

If the tenant has a key it will need to be returned to the council.

6 How to Make a Compliment or Complaint

If you wish to compliment the service or make a complaint details on how this can be done can be found on Ashford Borough Council's website:

www.ashford.gov.uk/contact-us/compliments-and-complaints/

7 Privacy Notice for the Allotment Service

This privacy notice sets out how Ashford Borough Council's (ABC) Allotment Service may collect use and share your personal information.

ABC's and its Data Protection Officer can be contacted at:

The Data Protection Officer, Ashford Borough Council, Civic Centre, Tannery Lane, Ashford TN23 1PL or via FOI@ashford.gov.uk.

The processing of personal data is governed, in the UK, by the General Data Protection Regulation (the 'GDPR') 2016 and any national implementing laws (Data Protection Act 18), regulations and secondary legislation, as amended or updated from time to time, and the regional supervisory authority is the Information Commissioner's Office (ICO).

We are registered with the ICO with registration number Z8344724.

7.1 Processing activities

Your information will be used to administrate your allotment application and any subsequent and/or ongoing allotment tenancy.

7.2 What personal information we hold

We may collect and hold the following personal information about you in order to fulfil our allotment function:

- full names
- address(es) previous, current and forwarding
- date of birth (concessionary rental)
- telephone number
- email address
- health information (concessionary rental)
- financial details (concessionary rental)
- additional co-working information

Your information will be held as long as you stay on the waiting list or are an allotment tenant +7yrs.

7.3 Lawful bases for processing

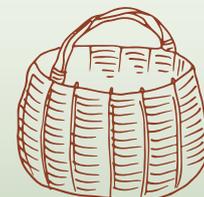
- Processing is necessary for the performance of a contract to which you are subject (e.g. where you have paid for an allotment pitch)
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

7.4 How we get your information and data sharing

We predominantly collect information from you, when you fill in any forms, sign a tenancy, or when you contact us in writing, speak to us on the phone, by email, or communicate with us in any other way. In addition some of the information we hold about you may come from third party sources such as the Ashford Allotment Society.

We may share with and receive personal information from:

- Other Council departments (for the purposes of improving services, keeping records up-to-date, statistical research and for the protection of the public fund)
- Ashford Allotment Society, who we work in partnership with to deliver our allotment service. Please see the Ashford Allotment Society Constitution for more information.



7.5 How we protect your data

The data you provide is protected by rigorous measures and procedures to make sure it can't be seen, or accessed by, or disclosed to anyone who shouldn't be allowed to see it. We provide training to staff who handle personal data and treat it as a disciplinary matter if they misuse or do not look after your personal data properly.

7.6 Your rights

Unless subject to an exemption under data protection legislation, you have the following rights:

- the right to access
- the right to rectification
- the right to erasure
- the right to restrict processing
- the right to object to processing
- the right to data portability
- the right to complain to a supervisory authority; and
- the right to withdraw consent.

7.7 Right to complain

We set ourselves high standards when it comes to protecting your personal data. For this reason, we take any complaints we receive from you about our use of your personal data very seriously and request that you bring any issues to our attention.

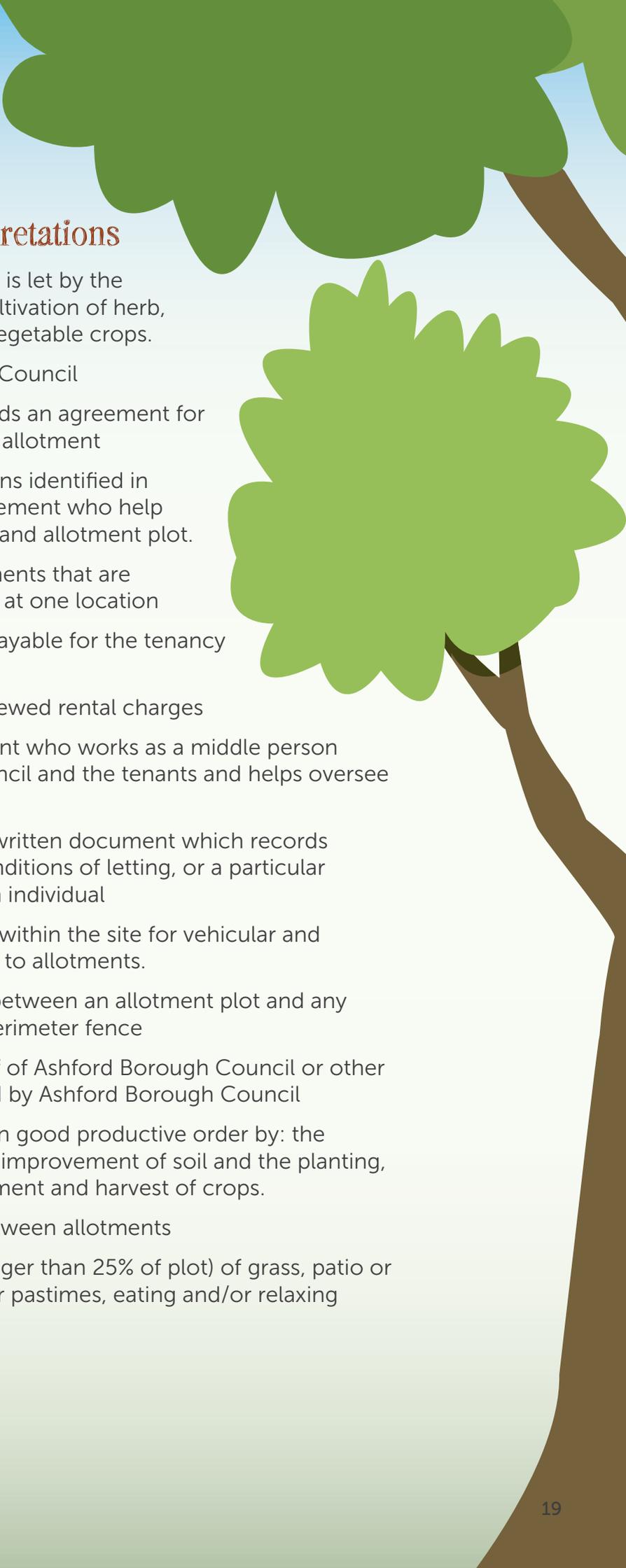
Where you are communicating with us for the purpose of making a complaint, we will only use your personal data to handle, investigate and respond to the complaint and to check on the level of service we provide.

If having exhausted the complaint process you are not content that your request or review has been dealt with correctly, you can appeal to the ICO to investigate the matter further by writing to:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF



8 Glossary of terms and interpretations



Allotment:	A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
The council:	Ashford Borough Council
Tenant:	A person who holds an agreement for the tenancy of an allotment
Co-worker:	A person or persons identified in a co-worker agreement who help a tenant cultivate and allotment plot.
Site:	Any area of allotments that are grouped together at one location
Rent:	The annual rent payable for the tenancy of an allotment
Review notice:	Any notice of reviewed rental charges
Site representative:	An allotment tenant who works as a middle person between the Council and the tenants and helps oversee the allotment
Tenancy agreement:	A legally binding written document which records the terms and conditions of letting, or a particular allotment(s), to an individual
Haulage way:	A common route within the site for vehicular and pedestrian access to allotments.
Headland:	The area of land between an allotment plot and any haulage way or perimeter fence
Authorised officer:	A member of staff of Ashford Borough Council or other person authorised by Ashford Borough Council
Cultivation:	Keeping the plot in good productive order by: the maintenance and improvement of soil and the planting, tending, improvement and harvest of crops.
Paths:	Dividing paths between allotments
Non-cultivated area:	Small area (no longer than 25% of plot) of grass, patio or built structures for pastimes, eating and/or relaxing

