

Allotments Procedure

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1. Rental Payments

1.1 Rent is due on 31st March and 30th September each year.

1.2 Payment may be made in advance, but should a rent increase occur during the period, the additional charge will still be payable.

1.3 If rent is not paid within 14 days of the above dates, a reminder letter is sent asking for payment within the next 14 days.

1.4 If payment is not made within 40 days of the due date, a letter is sent giving 28 days' notice (1908 Act, s30(2) as amended by the 1922 Act s23).

1.5 On the 28th day a notification letter will be issued informing the tenant of that the tenancy has ended. The allotment is then advertised as vacant.

2. Unkept Allotments

2.1 Allotment gardens are for the growing of vegetables and fruit as defined in statute. The Town Council has widened this definition (July 2007) for its allotments to include "any use considered suitable by the Town Council".

2.2 The tenancy agreement states that tenants agree to keep their allotments "free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition"

2.3 a) For plots let in an uncultivated condition:

Should it be noted (not less than 3 months after the start of the tenancy) that a rented allotment is not being kept according to the terms of the agreement, a notice shall be sent giving the allotment holder 28 days in which to remedy the situation. If the allotment is still unkept at the end of the period, then 28 days' notice shall be given. If, at the end of the notice period the Council is satisfied that the situation has been remedied, the notice may be withdrawn.

b) For plots let in a cleared condition:

Should it be noted (not less than 1 month after the start of the tenancy) that a rented allotment is not being kept according to the terms of the agreement, a notice shall be sent giving the allotment holder 28 days in which to remedy the situation. If the allotment is still un-kept at the end of the period, then 28 days' notice shall be given. If, at the end of the notice period the Council is satisfied that the situation has been remedied, the notice may be withdrawn.

3. Buildings

3.1 The Council does not provide any buildings on allotment land.

3.2 Tenants may request that approval be given for the erection of a building.

3.3 The Council requires the building to be erected to a standard of its agreement, and will be inspected once in place.

3.4 If a building erected upon an allotment is not in line with the Council's agreement, the tenant will be required to remove it. A letter will be issued to this effect, giving one month's notice.

3.5 Should a tenancy end, the tenant will be required to either remove the building or confirm that they agree for the next tenant to take possession of it.

If the building is not safe, or becomes unsafe, they will be required to repair or remove it within one month of the tenancy end date.

3.6 If a tenant takes an allotment which already has a building, they become responsible for it during and at the end of their tenancy.

4. Health & Safety

4.1. The Council will carry out health & safety inspections (including risk assessments) of the allotment sites on a half yearly basis.

4.2. Any requirements of tenants to comply with health and safety issues will be notified to them in writing, giving them 28 days notice for it to be remedied.

4.3. Tenants will be required to give access to their allotment. Any failure to provide access following 2 months of a request will result in a 28 day notice being served.

5. Other Terms of Agreement

5.1 Should any other terms of the tenancy agreement be broken, the tenant will be given notice to remedy the situation within one month.

5.2 Should the issue not be remedied to the satisfaction of the Council within 2 months, a 28 day notice will be served.

5.3 The minimum age for a tenant is to be 18.

5.4 Any rent paid for the period after the tenancy has ended is not refundable.

6. Waiting List Policy

6.1 "Eligible applicant" means the applicant must be 18 years or older.

6.2 "In Parish" means an eligible applicant residing within the Parish of Atherstone.

6.3 "Out of Parish" means an eligible applicant residing outside the Parish of Atherstone

6.4 Atherstone Town Council operates a waiting list system whereby precedence is given to eligible applicants who reside within the Parish of Atherstone.

6.5 Applicants will be put onto their preferred site waiting list and notified by the clerk when a plot becomes available.

6.6 If a plot is turned down the applicant can request remaining on their waiting list until a suitable plot is identified. Their position on the list may not be affected at the discretion of the clerk.

6.7 Plots will only be offered to those on the "out of parish" list if the "in parish" waiting list is either

a) empty or

b) vacant plots have been turned down by all those on the "in parish" waiting list.

6.8 Whilst there is any waiting list the maximum numbers of plots permitted to a tenant is two.