

CHIPPERFIELD PARISH COUNCIL

ALLOTMENTS POLICY (2026)

[This document forms part of a set of documents which cover the aspects of renting an allotment plot from Chipperfield Parish Council, (CPC). In addition to this document, there is the Allotment Dispute Policy and the actual Tenancy Agreement, which is issued and signed once an allotment has been assigned. Any non-compliance with these policies is allowed only by express, written, permission from the Council]

1. Allotment Law

The tenancy is subject to this Allotments Policy, maintained by the Council, and to:

The Small Holdings and Allotments Act 1908 (SHAA 1908),

The Allotments Act 1922 (AA 1922),

The Allotments Act 1925 (AA 1925), and

The Allotments Act 1950 (AA 1960).

General planning laws also apply to allotments.

2. Definitions and Interpretation

- 2.1 Council (Us/We) – Chipperfield Parish Council
- 2.2 Tenant (You) – The tenant that has or will sign the tenancy agreement for plots. This person will be liable for all aspects of the plot.
- 2.3 Plot – The area of land that has been leased to you within the tenancy agreement you will have signed.
- 2.4 Allotment site – The entire area within the boundary markings where the allotments are.
- 2.5 Visitors – Anyone that you invite onto the allotment site with you.

3. Inspections

We will arrange and carry out regular site inspections to ensure that the plots are being used in compliance with these Rules and are well maintained.

Any member of the Council or members of the Council's Allotment

Committee may, at any time, access any plot or structure to carry out these inspections and to take photographs as evidence.

4. Eligibility – A tenant must:

4.1 Be over 18 years of age.

4.2 Be on the waiting list.

5. Keeping the council informed

5.1 It is your responsibility to keep the Council updated on any changes in your circumstances which may affect your ability to maintain your plot in accordance with these rules.

5.2 The Council will endeavour to provide support and advice to any plot holder who requires assistance, particularly where individual circumstances may affect their ability to manage their plot on short term basis.

5.3 It is your responsibility to ensure your contact details held by the Clerk are up to date. The Council will not be responsible for you not receiving communications if your contact details are not up to date.

6. Co-workers

6.1 You may enlist the assistance of family members to help you cultivate your allotment. These are known as co-workers.

- 6.2 You can register one co-worker per plot with the council.
- 6.3 The registered co-worker will be offered the allotment plot should you decide to terminate the tenancy, or in the case of death.
- 6.4 To be registered, the co-worker must also fit the eligibility criteria detailed above.

7. The Tenant of the allotment garden must:

- 7.1 Pay the current annual rent, (due by 31st October each year), as set by the Allotments Committee, and agreed by the full Council, on direction of the Parish Clerk.
- 7.2 Clearly display their plot number in a prominent position at the front of the allotment plot.
- 7.3 Keep the plot free from weeds, tidy, well manured, and at least 50% maintained in a proper state of cultivation and fertility.
- 7.4 Where an allotment holder is in possession of more than one allotment plot and fails to properly maintain or cultivate any of those plots in accordance with the current allotments policy, the Council reserves the right to ask the allotment holder to downsize to one/half plot.
- 7.5 Keep the plot and the surrounding area clear of litter, refuse, or other rubbish.
- 7.6 Maintain all structures in a good state of repair and condition.
- 7.7 Inform the Clerk if you are temporarily not able to tend to your plot.
- 7.8 Dogs must be kept on the lead and not secured to any water tanks.
- 7.9 Ensure any children under the age of 16 years old are accompanied, and supervised, by an adult.

- 7.10 Observe and perform any other special condition which we, from time to time, consider necessary to preserve the allotments from deterioration, and of which notice to applicants for the allotments is given in accordance with this Policy.
- 7.11 A maximum of one full plot, (or two halves), will be allocated to a tenant at any given time. This does not apply to existing allotment holders who already rent more than one plot, for historical reasons.

8.The Tenant of the allotment garden must not:

- 8.1 Cause any nuisance or annoyance to the occupier of any other plot.
- 8.2 Harass, intimidate, or abuse anyone on the allotment site including indirect threats towards or malicious comments about other tenants.
- 8.3 Use your plot for purposes other than cultivation, without the express written consent of the Council, (e.g. for keeping chickens).
 - 8.3.1 Carry out any form of business or grow produce for sale.
 - 8.3.2 Store materials except for those to aid cultivation and maintenance.
 - 8.3.2 Store lubricants, flammable or dangerous chemicals other than those used to fuel machinery for the maintenance of the site.
 - 8.3.4 Park any vehicle on the allotment site during winter months, from October to March each year.
- 8.4 Use harmful materials such as barbed wire, nails, and glass except glass used in a greenhouse of approved size, (8'x6').
- 8.5 When lighting a bonfire, which should take place rarely, cause any smoke nuisance as defined by the Environmental Protection Act 1990 (Sec 80).

- 8.6 Use carpet, underlay or similar material as a weed suppressant, (Because they can leach toxic chemicals into the ground, which may contaminate, or otherwise affect the quality of, the soil and produce grown in it).
- 8.7 Plant any invasive plants, shrubs, or trees other than fruiting trees grown on a dwarf rooting stock to limit height and in any case not to allow any plant to exceed two metres in height.
- 8.8 Allow your plot to become overgrown.
- 8.9 Obstruct any path we have set out for other occupiers of the allotment site.
- 8.10 Live in or sleep overnight in any part or the allotment site.
- 8.11 Park overnight on any part of the Allotment site.

9. Harassment and Equal Opportunities

- 9.1 We condemn all forms of discrimination, harassment or victimisation.
 - 9.1.1 If you, either whilst visiting the allotment plots or communicating with any Council member, cause or take part in discriminatory behaviour, harassment or intimidation, you will not be allowed to keep your allotment plot, and we may inform the police.
 - 9.1.2 If you have a visitor who causes or takes part in discriminatory behaviour, harassment or intimidation, you will not be allowed to keep your allotment plot, and we may inform the police.
 - 9.1.3 Any form of verbal or written communication to the Clerk, Councillors or any other member of the Council which is repeated contact on the same matter or by the same party or by another party on the same or similar theme will be deemed as harassment and bullying and all

parties will not be allowed to keep their plot, and we may inform the police.

9.1.4 If the Council believes there is any form of harassment, bullying or intimidation, they will write to you to request you cease and desist.

Should the behaviours continue, you will be considered as having breached these rules.

9.1.5 We will not disadvantage anyone in their application for an allotment plot because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

10. Tenant Requesting Termination

10.1 You must inform our Clerk in writing if you wish:

10.1.1 To give up your plot. Your rent will not be reimbursed. The plot will subsequently be made available to the next individual on the allotment waiting list, who will be charged rent.

10.1.2 To transfer your plot to a family member. Your family member will not be charged rent until the next allotment rent renewal date.

11. Breach of Rules

11.1 We may end your tenancy by giving you one month's notice if you:

11.1.1 Breach these Rules.

11.1.2. Fail to pay your rent within 30 days of the invoice.

11.2 If we suspect that you have breached these Rules (except in the case of bullying, harassment or intimidation):

11.2.1. You will be contacted in writing, in the first instance, to notify you of the potential breach. You will be given an opportunity to explain and propose a resolution, or you can request a meeting with councillors and the Clerk to discuss further.

11.2.2. If satisfied you have breached the Rules, they will require you, within one month, to rectify the breach or make significant improvements. Our Clerk will send you a written confirmation of this requirement.

11.2.3. If you fail to comply with these requirement(s), our Clerk will send you a written notice to quit your plot within one month.

11.3 If the Council deem you to have bullied, harassed or intimidated any member of the Council, and you have failed to comply with clause 9.1.4, you will be given immediate notice, in writing, to quit your plot.