

# Allotment Policy for 2025-2026

Approved by Council on: 12 November 2024  
Minute Ref: 9.8., page 85-2024  
Next review November 2025.



## 1 OBJECTIVES OF THE POLICY

1.1 The Council is seeking to ensure it is adopting a clear, measurable, and sympathetic approach to the management of its facilities, including allotments, which will take account of the sometimes-contrasting needs of a variety of facility users.

1.2 The Council through the policy will endeavour to always offer the highest standard of service in undertaking its management and regulatory responsibility.

1.3 Any complaints relating to the implementation of the policy will be dealt with through the Council's Complaints Procedure.

## 2 ALLOTMENT PLOT ALLOCATION AND FINANCIAL MANAGEMENT

2.1 To be eligible for an allotment a person must be 18 years or older and reside within the boundary of Ruskington Parish (section 23(1) of the Allotments Act 1908), at the time of applying and during the holding of a plot.

2.2 All applicants must provide the following details:

- Name
- Address
- Telephone number
- e-mail address (if applicable)

This also applies if they already occupy a plot at Ruskington Allotment gardens.

2.3 The Parish Clerk / Deputy Clerk / Administrative Assistant will maintain a register of allotment holders which includes name, address, telephone number and email address.

2.4 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, they will be asked to sign a legally binding Tenancy Agreement (subject to the Allotment Acts of 1908 and 1950) and pay a deposit of £50.00 per plot before being allowed to start work on the plot.

2.5 The Parish Clerk / Deputy Clerk / Administrative Assistant will maintain a waiting list which includes name, address, telephone number and email address.

2.6 Every person on the waiting list for an Allotment will be contacted annually (in writing) to advise them of their position on that list. They will be asked to confirm (in writing) their desire to remain on the list. Further correspondence will be sent to any person not responding within 1 month; should there be no response within a further month of second contact, they will be removed from the list.

2.7. Any person found to have provided incorrect qualifying information to gain allotment allocation advantage could be removed from the list or have their existing tenancy agreement terminated with immediate effect. In such cases, any previously paid deposit/s will not be repaid.

2.8. From 1 April 2025 a deposit of £50.00 per plot will be required for each plot rented. This is refundable if the plot is returned in the condition in which it was allocated.

2.9. The rent is payable in full by 1 October each year prior to the start of the tenancy and is to be paid by **BACS or in cash. ? [bank card](#)**

### **3 Tenant's Obligations (Please see Conditions of Use (Schedule 1) )**

#### **Trees**

3.1. The Tenant shall not without the written consent of the Council cut or prune any trees growing on the Site, apart from carrying out the recognised pruning practices of fruit trees on the Tenant's own plot.

3.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

3.3. Tenants must not plant trees, fruit bushes, or perennials that require long-term cultivation, without prior consent of the Council.

#### **Hedges, Paths and Fencing**

3.4. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

3.5. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

3.6. Public paths and the entrances to the allotments must be kept clear at all times.

3.7. All paths must be kept a minimum of 45cm wide.

3.8. No attachments or crops shall be fastened to the perimeter fencing or gates.

#### **Security**

3.8. The Tenant shall be issued with a padlock code to access the Allotment Site on foot. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.

3.9. The code is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.10. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with the code as required). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

### **Inspection**

3.11. An Officer or other appointed member of the Council staff, if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time. OR: The Council may inspect plots at any time. A notice of non-compliance will be issued if standards are not met. Tenants will be given 14 days to resolve issues.

### **Water/Hoses /Fires/ Chemicals**

3.12. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

3.13. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses or sprinklers are to be used at any time.

3.14. Bonfires are not permitted at the Site at any time. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning waste.

3.15. Chemicals, sprays, pesticides or other materials which are hazardous to health or crops are not permitted in or around the Site.

### **Dogs**

3.16. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.

### **Livestock**

3.17. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.) Numbers must be appropriate to the size of the Plot.

3.18. All animals must be securely housed and cared for in accordance with the Animal Welfare Act 2006.

3.19. Livestock must be kept so that they are not prejudicial to health or a nuisance.

### **Buildings and Structures**

3.20. The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause

for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel. The maximum size of a shed is 6ft x 8ft. The structure must be entirely within the boundary of the Plot. The Tenant may also require permission from the relevant planning authority.

3.21. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.

3.23. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.

3.24. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

3.25. The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment Garden.

### **General**

3.26. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, uncultivated grass areas, ditches or dykes in or surrounding the Allotment Site.

3.27. The Tenant must cover any manure on the Allotment Garden which has not been dug in.

3.28. All non-compostable waste shall be removed from the Allotment Site by the Tenant.

3.29. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

### **Notices**

3.30. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times. Something to think about about/provide?

3.31. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

### **Car Parking**

3.32. Roadside parking is available outside the allotments on Horseshoe Close. This is a residential area and care must be taken not to inconvenience the residents.

3.33. Parking within the Site is not permitted.

3.34. Entrances to the Site must be kept clear at all times.

## **Liability**

3.35. The Council takes no responsibility for theft, loss or damage to items used or left in the allotments.

3.36. Tenants should take reasonable care for their own safety and that of others.

## **Health and Safety**

3.37. All tenants shall take necessary measures to ensure their own health and safety, as well as that of other tenants.

3.38. Any health and safety matter or concern, must be reported immediately to the Clerk, or to another Parish Council representative, or Councillor, for urgent attention.

3.39. Any materials found during cultivation which are considered to be potentially hazardous (e.g., asbestos cement, chemicals etc.) must be reported immediately to the RFO, Clerk, or to another Parish Council representative, or Councillor, again for urgent attention. Such items will be collected and removed, by Parish Council Staff, in accordance with a safe working procedure, agreed with North Kesteven District Council, and disposed of in a safe and correct manner.

[End of Conditions for Use]

## **4. Council Obligations**

The Council shall during the Tenancy carry out the following obligations:

4.1 The Council reserves the right to consider the termination of a Tenancy where there are prolonged periods (exceeding 2 months) of recorded inactivity and/or non-cultivation.

[Check with the NAS/revised RPC tenancy agreement](#)

4.2 The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Garden.

4.3 If the Tenant shall be in breach of any of the foregoing provisions of this Agreement, the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end. This is without prejudice to any right the Council may have to claim damages for any such breach, or to re-cover any rent due, but remaining unpaid, before the time of such re-entry. [Check with NAS/revised tenancy agreement](#)

4.4 The Council will provide a skip once per annum, in September, for the tenants to dispose of allotment waste only. The following must not be disposed of in the skip: asbestos – or any asbestos looking concrete, TV's and other electrical items including, fridges, freezers, washing machines, ash, tyres, gas bottles, aerosols, fluorescent tubes. Paint tins must be empty. [Does RPC still want to hire an annual skip?](#)

## **5. Termination of Tenancy**

5.1.1. On the termination of the Tenancy the former Tenant must vacate the plot/s and remove all materials and produce or other of their belongings. The plot/s must be vacated

and left in the same condition as when first occupied. If three attempts (Over what time period?) have been made to contact the former Tenant and no contact has been received from the former Tenant, Council reserves the right to remove and dispose of all items considered abandoned on a plot following termination of Tenancy.

5.1.2. On the termination of the Tenancy granted by the Council, the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950, or amending enactment, but if the Tenant shall have been paid or promised any compensation by any incoming Tenant of the Allotment garden, the Tenant shall before claiming any compensation from the Council give notice in writing of the matters in respect of which any such compensation has been paid or promised.

5.1.3. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post, or email, to the Clerk / Deputy Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if posted or delivered to the address at the head of this Agreement.

## **5.2. Termination of Tenancy following death of the Tenant.**

5.2.1. Termination of an allotment plot terminates automatically on the next Rent Day after the death of a Tenant.

5.2.2 The next of kin, where known, will be given adequate time (how long?) to remove personal possessions and produce from the plot. If the next of kin is not known and no contact from the next of kin is made by the yearly Rent Day, the Council reserves the right to remove and dispose of all items left on the plot.

## **5.3. Termination of tenancy if a Tenant moves out of the Parish.**

5.3.1. Tenants must agree to terminate their tenancy if they move out of the parish, on 30 September, the year in which they leave the parish. [Check NAS agreement](#)

## **6. Notices and Correspondence**

6.1. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post, or email, to the Clerk / Deputy Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if posted or delivered to the address at the head of this Agreement.

6.2. Any final notices required by this Agreement will be posted to the Tenant using a Tracked and Signed for postal service.

END