Allotment Policy from 1 October 2027 to 30 September 2028.

Reviewed, revised and adopted by Council
on 13 October 2026.
Min ref: 9.1., page, 62-2026
For review in July 2027 for allotment year 2028-2029.

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 Allotments.

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 or Administrative Assistant will maintain a waiting list which includes name, address, telephone number and email address. If three attempts to contact a person on the waiting list to advise of a plot's availability, are unsuccessful, they will be removed from the waiting list.

2.6. If a plot is accepted and taken up, then the Tenant's name will be removed from the waiting list. Any further request for a plot will be added to the waiting list, in chronological order, as a new request.

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.

3 ALLOTMENT REGULATIONS

3.1 The Tenant shall during the Tenancy carry out the following obligations:

3.2 The tenant shall use the Allotment Plot/s only for the cultivation of fruit, vegetables and flowers for use and consumption by themself and their family. A maximum of 25% of an allotment plot to be used for the cultivation of flowers.

3.3 The tenant shall not sell or undertake business in respect of the cultivation and production of fruit, vegetables, and flowers in the Allotment Plot/s.

3.4 The Allotment Plot/s shall be kept in a clean, decent, and well-maintained condition. The tenant is responsible for disposal of their own waste, and it is not to be left by the gate for the Council to collect unless written permission has been granted by the Parish Council. Fly-tipping will be reported to North Kesteven District Council.

3.5 The Allotment Plot/s shall be properly cultivated and in use at all times.

3.6 No Tenant shall do any act which is intended or is likely to cause any nuisance or annoyance to any other Tenant/s on any other part of the Allotment provided by the Council. The Tenant shall also be responsible for the conduct and behaviour of any person(s) visiting or assisting at their allotment plot. Children under the age of 16 years must always be accompanied by the tenant.

3.7 The Tenant shall not erect any shed, building or other structure on the Allotment Plot/s without first obtaining the written consent of the Council – such building shall be of recognised and approved sectional construction and shall not exceed six feet by eight feet in area. Any shed, building, or structure shall be maintained at all times in a good and safe condition to the satisfaction of the Council.

3.8 The use of asbestos, in any form (including asbestos cement shed panels and roofs), is not permitted. No materials considered 'hazardous' are to be used anywhere on the Allotment Plot/s.

3.9 No fencing will be permitted to be erected on any Plot.

3.10 No further permission will be granted for livestock or poultry of any kind to be kept upon the Allotment plot/ss. Any permission previously granted to those existing Tenants with livestock or poultry will immediately terminate when the current Tenancy is changed or surrendered. New Tenants to such Plots will not inherit a right to keep livestock or poultry. Any current Tenant found to have livestock or poultry without the previous written consent of the Council, will be asked to remove these immediately.

3.11 No dogs (with the exception of Assistance Dogs) shall be brought into or kept in the area of the Allotments by the Tenant or by anyone acting with his authority or approval unless strictly controlled on a lead. All faeces must be removed immediately and disposed of appropriately.

3.12 The Tenant shall not assign the Tenancy or sub-let or part with the possession of any part of the Allotment Plot/s.

3.13 The Tenant shall not cause damage to any Council property including fences and water troughs.

3.14 No chemicals, sprays, pesticides, or other materials shall be used which are hazardous to health, wildlife, or crops.

3.15 Bonfires and BBQs are not permitted.

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

3.17 The Tenant shall not, without first obtaining the written consent of the Council, cut, lop, or fell any tree growing on the Allotment Plot/s.

3.18 The Tenant shall not remove or modify any equipment belonging to the Council. Nor shall any new installation be made to any of the Council's facilities or equipment without the prior approval of the Council. The Council reserves the right to recoup from a Tenant any proven expenditure incurred in restoring unauthorised alterations.

3.19 The Tenant shall permit the inspection at all reasonable times of the Allotment Plot/s by any Member, Officer, or Representative of the Council, as nominated by the Council.

3.20 The Tenant shall not obstruct or permit the obstruction of the gates and any paths on the Allotments set out for the use of the Tenants of the Allotment plot/ss.

3.21 The Tenant shall use any car park provided by the Council for the purpose intended and for no other purpose. No parking is permitted within the allotment fence.

3.22 The Tenant shall report to the Clerk, any other Representative of Council, or Councillor, any damage to property of the Council, e.g., water troughs and boundary fencing etc.

3.23 The deposit will only be refunded if the allotment is returned in the condition, it was handed over in.

3.24 The rent shall be paid by 1 October each year by the Tenant to the Council by cash, card payment or bank transfer.

3.25 The Tenancy of the Allotment Plot/s shall terminate on the date that the Council is informed of the death of a tenant, and the plot/s will return to the possession of the Council. The next of kin, where known, will be given adequate time (but no later than three months) 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. Fees will not be returned to the next of kin.

3.26 Applicants must agree to terminate their tenancy if they move out of the parish, on 30 September in the year in which they leave the parish.

3.27 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 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. The third and final contact to be by letter which will be posted and tracked to the address on file for the tenant.

3.28 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 plot/s, 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.

3.29 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.

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. (Section 5 refers).

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 Plot/s.

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 Plot/s 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.

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.

5 HEALTH & SAFETY

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

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

5.3 Ruskington Parish Council takes no responsibility for the theft, loss or damage to items used or left in the allotments.

5.4 Any Member or Officer or Staff Member of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Plot/s.

<u>Revised by the Environment & Estate Committee to include:</u>
3.15 No BBQs added.
3.25. Information following the death of an allotment holder added.
3.27. Clarity on the third and final attempt to contact a plot holder will be by posted and tracked letter added.