



NORTHCHURCH PARISH COUNCIL

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NORTHCHURCH PARISH COUNCIL

ALLOTMENT POLICY

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This document brings together the Council's Allotment Rules Policy, Allotment Application Process and Conditions of Cultivation Policy. Repeated provisions have been combined so that each requirement appears once while retaining the substantive points contained in the three source documents.

1. Purpose and Status

1.1 This document sets out Northchurch Parish Council's rules, eligibility and application process, standards of conduct, and practical conditions for the cultivation and care of allotment plots.

1.2 This document supplements the Allotment Tenancy Agreement. The Tenancy Agreement governs the tenancy and will prevail in the event of any inconsistency.

2. Eligibility

2.1 An applicant must complete an Allotment Interest Form.

2.2 An applicant must be over 18 years of age.

2.3 An applicant must not already have an allotment in another area of Dacorum.

2.4 An applicant must be resident in Northchurch Parish or live within one mile of Northchurch Parish in a town or parish which does not have either council-owned or privately-owned allotments.

2.5 An applicant must join the waiting list where applicable.

2.6 A Tenant who moves outside the permitted area will become ineligible to retain an allotment, subject to the Council's stated eligibility provisions.

3. Application, Waiting List and Allocation Process

3.1 An Allotment Interest Form, available from the Council website, must be completed and submitted to the Clerk by email at clerk@northchurchparishcouncil.gov.uk.

3.2 The Clerk will acknowledge receipt of the form within 7 working days.

3.3 If information is missing, the Clerk will ask the applicant to provide it. The application will not be treated as complete until all required information has been received.

3.4 Once the application is complete, the applicant will be added to the waiting list and notified by email.

3.5 Where a vacant Plot is available and there is no applicant ahead on the waiting list who is entitled to be considered for it, the Clerk will contact the relevant applicant and arrange a viewing. Only vacant Plots will be viewed.

3.6 An applicant may express an interest in a particular Plot. This will be noted but does not guarantee allocation of that Plot.

3.7 An offer of a Plot will only be made once the Plot is vacant and not before.

3.8 Where more than one applicant enquires about, or is eligible to be considered for, a specific Plot, the following allocation procedure will apply:

3.8.1 Existing Tenants will have priority, regardless of the chronological order in which interest in the Plot was registered.

3.8.2 The Council may take account of a Tenant's history of breaches of the rules or cultivation issues for which the Tenant has received written notification from the Council to rectify within the previous 12 months.

3.8.3 If more than one applicant remains eligible after the above considerations, a name will be selected at random at the next Full Council meeting.

3.8.4 Eligibility to be considered for a specific Plot is at the Council's discretion. The factors above are not exhaustive and the Council may consider other relevant factors. The Council's decision on allocation is final.

4. Inspections and Keeping the Council Informed

- 4.1** The Council will carry out regular site inspections to monitor compliance with the Tenancy Agreement and this document.
- 4.2** Any member of the Council or the Council's Allotment Committee may access a Plot or structure for inspection purposes and may take photographs as evidence.
- 4.3** The Tenant must keep the Council informed of any change in circumstances that may affect their ability to comply with the tenancy requirements.
- 4.4** The Council will endeavour to provide reasonable support and advice to a Tenant who requires assistance.
- 4.5** The Tenant must immediately notify the Council of any change of address or contact details. The Council is not responsible for communications not received because contact details were not kept up to date.
- 4.6** Personal data relating to allotments will be processed in accordance with the Council's current GDPR Policy.

5. Co-workers, Visitors, Children and Dogs

- 5.1** A Tenant may enlist family members to assist with cultivation as co-workers.
- 5.2** One co-worker may be registered per Plot and must meet the applicable eligibility criteria.
- 5.3** Registration as a co-worker does not create an automatic right to succeed to, or be offered, the tenancy. Succession or reallocation will be dealt with under the Tenancy Agreement and the Council's allocation procedure.
- 5.4** The Tenant is responsible for the conduct of their visitors and co-workers while on the Allotment Site.
- 5.5** Children under 16 must be accompanied by an adult.
- 5.6** Dogs must be kept under close control and on a lead. They must not foul or damage Plots and must not be secured to pipes.

6. Tenant Conduct and Use of the Site

- 6.1** The Tenant must not cause nuisance, harassment, intimidation, abuse or threatening behaviour towards other plot holders, neighbouring residents, Councillors, Council staff or visitors.
- 6.2** The Plot must not be used for trade or business, and produce must not be grown for commercial sale.
- 6.3** The Tenant must not underlet, assign or part with possession of the Plot or any part of it except where expressly permitted by the Tenancy Agreement.
- 6.4** Motor or wheeled vehicles may only be parked in areas designated by the Council and only while the Tenant is in attendance. Overnight parking on the Upper Allotment Site is prohibited.
- 6.5** The Tenant must not live in or sleep overnight on any part of the Allotment Site.
- 6.6** The Tenant must observe any reasonable site-specific condition notified by the Council for the proper management and preservation of the allotments.

7. Cultivation and Plot Care

- 7.1** The Plot must be used for cultivation and must not be used for purposes unrelated to its use as an allotment garden.
- 7.2** At least 60% of the Plot must be maintained in a proper state of cultivation and fertility. Where this cannot be achieved, the Council may recommend that the Tenant reduces to a half Plot.

- 7.3** The Plot and surrounding area must be kept tidy and clear of litter, refuse and rubbish and must not be allowed to become overgrown.
- 7.4** Materials and equipment kept on the Plot or within any structure must be for the purposes of cultivation and maintenance only.
- 7.5** Carpet, underlay and similar materials must not be used as weed suppressants. Only environmentally friendly materials designed for weed suppression may be used.
- 7.6** The Tenant must not plant invasive plants or shrubs.
- 7.7** Where a Plot adjoins a Site boundary, a clear access strip of approximately 1.5 metres must be maintained free of rubbish, plants, structures and fencing where required for maintenance access.
- 7.8** The Tenant is encouraged to minimise mains water consumption by maximising the use of rainwater through gutters, water butts etc

8. Trees, Hedges and Boundaries

- 8.1** The Tenant must not plant or allow new hedges to grow around the Plot.
- 8.2** Only dwarf fruit trees and dwarf fruit bushes of recognised crop-producing varieties are permitted. Fruit trees should be maintained so that their height does not exceed three metres.
- 8.3** Fruit trees and bushes must not be planted within one metre of, or allowed to overhang or encroach upon, roads, paths, fences or neighbouring Plots.
- 8.4** Where a Tenant takes on a Plot containing a pre-existing tree, the Tenant is responsible for its appropriate maintenance. Where an existing tree causes nuisance or does not comply with these conditions, the Tenant may be required to reduce or remove it at an appropriate time.
- 8.5** The Tenant must not cut or prune boundary hedges, timber or other trees without written consent from the Council, except for proper annual pruning of permitted fruit trees and bushes.
- 8.6** Any hedge forming part of the Plot boundary must be kept cut and trimmed, existing ditches must be kept clear, and any fence or gate forming part of the Plot must be kept in good repair.
- 8.7** Barbed wire, razor wire or similar hazardous materials must not be used.

9. Paths and Access

- 9.1** The Tenant must keep one-half of the width of the grass pathways surrounding the Plot clear of obstruction and in good order.
- 9.2** Paths created within the Plot should use organic or other approved permeable materials. Concrete or cement must not be used for paths or hard standings.
- 9.3** Structures, stored materials and planting must not obstruct access to Site boundaries or pathways.
- 9.4** The Plot and adjoining path must be kept tidy and clear at all times.

10. Structures, Fencing, Edging and Play Equipment

- 10.1** No fence, building, shed, greenhouse, poly-tunnel or other structure may be erected without the Council's prior written consent.
- 10.2** Any application for fencing must state the proposed extent and materials.
- 10.3** Any approved shed, greenhouse or poly-tunnel must be of recognised construction and must not exceed 1.8m x 2.4m x 2.0m high (6ft x 8ft x 6ft 6in high). Site-specific conditions imposed as part of the approval must be observed.
- 10.4** Approved structures must be used only to support cultivation, kept in good repair and, where practicable, incorporate rainwater harvesting.

10.5 Paving or edging may only be laid where necessary to aid cultivation and is subject to any consent required by the Council.

10.6 A pre-existing non-compliant structure should be brought into compliance when it falls into disrepair or is replaced, as directed by the Council.

10.7 At the end of the tenancy, structures and materials must be removed or otherwise dealt with in accordance with the Tenancy Agreement and any direction from the Council.

10.8 Children's play equipment may only be installed with written consent. Any permitted item must be small, well maintained and kept in good repair. Paddling pools and bulky play equipment are not permitted.

11. Materials, Waste and Removal from the Site

11.1 The Council does not routinely remove waste from the Allotment Site.

11.2 The Tenant must remove waste from the Plot and dispose of it lawfully and at their own cost, unless the Council has agreed a separately charged collection.

11.3 Refuse or other material must not be deposited on communal land, roads, paths, lay-bys, car-parking areas or in watercourses.

11.4 Disease-free organic waste should be composted on the Plot or in a communal composting bay where one is provided.

11.5 The Tenant must not take soil, minerals, gravel, sand or clay from the Site without the Council's written consent.

11.6 Materials may only be brought onto the Plot where they are intended for lawful cultivation or maintenance and will not cause environmental damage or adversely affect the horticultural quality of the Site.

12. Fires and Burning

12.1 Fires are only permitted where allowed by the Council's current site rules and must be safely contained in a purpose-built, non-flammable container suitable for garden waste.

12.2 Open ground fires and any fire that is not properly contained are prohibited.

12.3 Any permitted fire must be supervised at all times and fully extinguished before the Tenant leaves the Site.

12.4 A fire must not cause nuisance, excessive smoke or pollution. If a complaint arises or smoke becomes excessive, the fire must be extinguished immediately.

12.5 Fires are not permitted during periods of high fire risk, drought or dry spells, or where prohibited or advised against by the Council or fire authority.

13. Rodent Control

13.1 Any rodent-control measures used on the Plot must comply with applicable product instructions and the CRRU Code where relevant.

14. Breach of Rules

14.1 A breach of the allotment rules may constitute a breach of the Allotment Tenancy Agreement.

14.2 Any enforcement, termination or Notice to Quit will be dealt with in accordance with the applicable provisions of the Allotment Dispute Policy.

14.3 Non-payment of the Tenancy Fee will be dealt with under clause 6.4 of the Allotment Tenancy Agreement: payment is required within 30 days of receiving the invoice, followed by a final demand allowing a further 7 days before the Council proceeds with the notices specified in that clause.

14.4 Allegations of bullying, harassment, intimidation, threatening behaviour or other serious misconduct will be considered under the relevant conduct, breach and termination provisions of the Allotment Tenancy Agreement. Any termination decision will be subject to the appeal provision in clause 9.11 of that Agreement.

15. Fly-tipping

15.1 Fly-tipping or the unauthorised depositing of waste, rubbish, garden waste or other materials anywhere on the allotment site is strictly prohibited. Where a tenant is found to be responsible for, or to have authorised, fly-tipping on the allotment site, this will constitute a serious breach of the Tenancy Agreement and may result in immediate action by the Council to terminate the tenancy, subject to the applicable statutory notice requirements and the terms of this Agreement. The tenant may also be liable for any reasonable costs incurred by the Council in removing and disposing of the materials.