



**KEWSTOKE PARISH COUNCIL**

**“Here to protect the Rural Character and Environment of the Village and to promote Kewstoke as a pleasant place to live”**

## **Allotment Policy**

### **Ref KPC0020**

#### **General**

The Parish Council owns land off Kewstoke Road which is designated to the provision of Allotments. Gardens

Local Authorities have a legal obligation to provide sufficient allotments to meet demand under the Small Holdings and Allotments Act 1908 to 1950.

The land is currently divided into 13 plots and allocated in return for an annual charge, to be used as allotment gardens.

It is the Councils Policy to only offer one allotment per applicant and that preference will be given to applicants residing in the Parish of Kewstoke at the time of the application.

Any complaints relating to the implementation of the policy will be dealt with through the Council’s Complaints Procedure. (KPC021 & KPC9994)

#### **Allotment Plot Allocation**

All allotment holders will be issued with a legally binding tenancy agreement, which is subject to the Allotment Acts of 1908 and 1950, within 7 days of taking on the allotment. See below.

The Chairman of the Allotment Liaison committee will maintain a register of allotment holders which includes name, address, telephone number and email address.

The Chairman of the Allotment Liaison Committee will maintain an in-parish and out-of-parish waiting list with preference given to those on the in-parish waiting list when a new application is received.

Applicants from within Kewstoke Parish will receive a reduced charge for the provision of the allotment compared to a non resident.

A non-resident holding an allotment will, providing all rules and conditions have been met, be offered an extension of the lease for a further year, at annual renewal irrespective of whether a Kewstoke resident has been added to the in Parish list since the original allocation was made to the non-resident.

## **Tenancy Agreement**

### **Termination of Tenancy**

A tenancy agreement may be terminated in any of the following circumstances

- 1.** By either the Council or Tenant giving the other 3 months notice in writing
- 2.** By re-entry by the Council at any time after giving 3 months previous notice in writing to the tenant on account of the land being required :-

**a.** for any purpose ( not being the use of the same for agricultural) for which they have been appropriated under any statutory provision or

**b.** for building , mining or any other industrial purpose or for roads or seers necessary in connection with any of these purposes.

**3.** By re-entry by the Council at any time giving after giving one months notice in writing to the tenant :-

**a.** If the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not

**b.** If the tenant shall have been in breach of any of the foregoing rules for a period of one month or longer the tenant will be requested to rectify the breach within 1 month of the date of notification. Failure to do so will result in the Council re-entering the allotment garden and the tenancy shall thereupon come to an end. The Council will charge the tenant the full costs of any works required to bring the plot into a re-lettable condition.

The Tenancy of the Allotment Garden(s) shall terminate on the next yearly rent day after the death of the tenant

Any notice may be served on a tenant either personally or by leaving it at his last known address, or by registered letter addressed to him there, or by fixing the same in a conspicuous manner on the allotment

## **ALLOTMENT RULES AND CONDITIONS**

Throughout these rules the expression “the Council” means the KEWSTOKE PARISH COUNCIL

- 1.** Any person who is eligible to become a tenant of an allotment garden, subject to the statutory provision, that one person shall not hold allotments acquired under the above-mentioned Acts exceeding 1/2 acre.
  
- 2.** The tenant of an allotment garden shall comply with the following conditions:--
  - (a)** They shall keep the allotment garden clean and in good state of cultivation and fertility and in good condition, free from notifiable weeds.
  
  - (b)** They shall not cause any nuisance or annoyance to any local resident or the occupier of any other allotment garden, nor shall they obstruct any path set out by the Council for the use of the occupiers of the allotment gardens. Paths between plots shall be maintained to a minimum width of eighteen [18] inches. No bonfires are permitted between 1 April and 30 September
  
  - (c)** They shall not underlet, assign or part with the possession of the allotment garden or any part of it, without the written consent; of the Council.
  
  - (d)** They shall not, without the written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral gravel, sand or clay.
  
  - (e)** They shall not, without the written consent of the Council, erect any building on the allotment garden.

**(f)** They shall not use barbed-wire for a fence adjoining any path set out by the Council for the use of the Occupiers of the allotment gardens.

**(g)** They shall not connect a hosepipe to any water tap on the allotment gardens, provided by the Council.

**(h)** No dogs shall be brought into the area of the allotments unless on a lead, nor be kept in the area of the allotments in such manner as to cause nuisance.

**(i)** No livestock of any kind, except as specifically allowed by statute, shall be kept on the allotment garden.

**(j)** They shall cultivate the allotment garden and shall use it only for the production of fruit, vegetables and flowers for domestic consumption by themselves and their family.

**(k)** They shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration, and of which notice garden is given in accordance with these rules.

**(l)** Plot holders must only use non-residual weed killers to prevent risks to other allotment gardens and local residents.

**4.** The rent of an allotment garden shall be determined by the Council and be subject to periodic review. The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly on the 1st March in each year for the period 1st March to the last day of February.

**5.** Any member or officer of Kewstoke Parish Council shall be entitled, at any time when directed by the Council, to enter and inspect an allotment

Adopted 4<sup>th</sup> July 2022