

Glenfield Parish Council



Park House, Stamford Street, Glenfield, Leicester, LE3 8DL
Telephone: 0116 231 2498 email: office@glenfield-pc.gov.uk

THE POLICY

Policy No	GPC7
Policy Title	Allotment Policy
Committee/Working Party Responsible	Environment & Open Spaces
Version	1
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Details of Revisions	

Allotments shall be let on an annual basis for the Council year (April 1st to March 31st), and provided that all conditions of tenancy have been adhered to and the Parish Council does not require the land for its own purposes, the sitting tenant shall have the first option on their existing plot for the following year.

1. Zero Tolerance Policy

- a) The Tenant shall not cause any nuisance nor annoyance to the occupier of any other allotment plot, neighbouring resident, Parish Councillor or Parish Staff member and must conduct themselves appropriately at all times. The use of drugs and alcohol is strictly prohibited.
- b) Tenants or their guests shall not enter onto any other plot at any time without the express permission of the plot holder.
- c) Tenants' guests must not cause any nuisance or annoyance or remove produce or any other items from another plot without the express permission of the plot holder.
- d) Guests are the responsibility of the Tenant, and the Tenant is obliged to explain the allotment rules.
- e) Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.
- f) Disputes with the Council or another tenant should be referred to the Parish Manager in writing.
- g) In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties.
- h) Complaints should be put in writing to the Parish Council for consideration by the appropriate committee.
- i) Any false information provided during the application stage or during the tenancy period will result in their plot being withdrawn.

2. Inspections

- a) An appointed officer of the Council will undertake regular inspections to monitor progress and adherence to the rules, terms and conditions.



- b) The Tenant shall keep the allotment well maintained, free from weeds and in a good state of cultivation for food (for personal consumption) or flowers (for the use of the tenant) all year round. Products from an allotment must not be sold commercially. The plot is to be kept clear of rubbish.
- c) Where a tenant fails to maintain a good standard of Cultivation, the Council will serve a Notice to Improve letter, giving 28 days for improvement from the date of the letter.
- d) If there is no improvement within that period, a second letter will be sent giving the tenant 14 days' **NOTICE** to vacate the plot.
- e) Any permitted sheds greenhouses and any other construction approved by the Council are to be kept in a good state of repair.
- f) The Tenant must notify the Council of any change in circumstance which might temporarily prevent cultivation of the plot such as a prolonged holiday, accident, or illness.
- g) The tenant shall maintain in decent order all footpaths bordering the north and west sides of their plot and shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants.
- h) The Tenant must not use any part of the allotment plot or allow it to be used for the purposes of any trade or business.
- i) The Council will not provide any rent refunds should the plot be vacated during the rent year or from a tenant being evicted.
- j) The bringing on site and use of polluting materials such as asbestos, glass or carpet shall be prohibited.
- k) The conditions for keeping bees on the Allotment sites and tenants' obligations are covered under Appendix A and Appendix B

3. Authorised Persons

- a) Only the named tenant and their registered partner, co-worker or spouse or accompanied guests are allowed on the allotment site. A maximum of six people is allowed on any allotment plot at any one time.
- b) The Tenant is responsible for the safety and wellbeing and behaviour of any guests visiting the allotments. Children must be supervised at all times.
- c) In an instance where a guest breaches site rules, then the named tenant will be held equally responsible.

4. Change of Address

- a) The Tenant must inform the Council of any change of permanent address, telephone number or email address within one month of that change.
- b) Personal information held by the Council in relation to your allotment tenancy will be managed in accordance with General Data Protection Regulations (GDPR).



5. Rent and Tenancy

- a) Priority will be given to a Glenfield resident.
- b) New tenants will be obliged to sign a photograph of the plot as it was on the day it was acquired.
- c) The Council shall let to the Tenant for a period of one year an allotment of an agreed area at an agreed rent.
- d) At the time of renewal, the rental payment and signed Tenancy agreement must be returned within 28 days of the dated renewal letter; without this a plot will not be secured.
- e) The amount of the rent shall be reviewed annually by the Council and shall be set to fully cover the maintenance costs of the allotment area and the provision of services to the allotments.
- f) Any outgoing Tenant has the right to pick crops tenancy and remove their belongings before the expiry of the period of tenancy or during the notice period of the termination of the tenancy. After this period any items that are not removed shall become the property of the Council and will be disposed of.
- g) The Council will not reimburse any tenant for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.
- h) The tenancy may be terminated by the Parish Council serving not less than three months' notice when the reason is other than for neglect or misdemeanour. The Council will endeavour to allow a tenant to complete their growing cycle but they must vacate the site by March 31st.
- i) The tenant may terminate the tenancy agreement in writing giving 28 days' notice. NO rental refund will be issued.
- j) Tenants leaving their plots must clear the site within the 14-day notice period and leave it in the condition as per the original signed photograph, free of rubbish and of any personal belongings. The Tenancy of an allotment is personal to the tenant and is not transferable. The named tenant may not assign, underlet, or part with possession of all or any part of their allotment.
- k) To be eligible for an allotment, a person must be at least 18 years old.
- l) Tenants shall maintain any compost heaps in a neat and tidy condition. Any compost container or structure must be well maintained and fit for the purpose and no more than 2 metres high.
- m) The Council accepts no responsibility for the loss of or damage to personal items stored on site, nor for personal injury to a tenant or guest on the site.
- n) Vehicles entering or parked at the allotments, park at their own risk, any damage is not the responsibility of the Council.
- o) A £75 refundable deposit to be taken when a new tenancy is agreed. Said deposits would not accrue interest. A photograph of the plot will be required to be signed in acceptance of condition and a copy of the terms and conditions will be provided to the tenant. If the plot fails to be in at least the same condition on termination of the tenancy, then the deposit will be forfeit.



6. Environment

- a) Pesticides and insecticides must be kept to an absolute minimum and tenants must ensure they are not left unattended at any time and are removed from the allotments when not in use. The bringing onto site of polluting materials such as asbestos, glass or carpet is prohibited.
- b) The use of secured weed suppressant membrane or plastic sheeting is permitted.
- c) A maximum number of four tyres is allowed on any one plot and must only be there for use as planters.
- d) Lubricants or flammable liquids **must not** be stored on the allotment plot.
- e) If Tenants use water conservation techniques including utilizing covered water butts they must be no more than 2 metres in height.
- f) Allotments may not be used for the storage or disposal of waste or surplus material from any other sources.

7. Evicted Tenants

- a) Previously evicted tenants or associated members of their household cannot apply for a plot during the subsequent 3-year period.

8. Animals and Livestock

- a) No livestock of any description, other than bees (subject to Appendices A & B) shall be kept on the allotment.
- b) Dogs on short leads are allowed on the Mill Lane site. Dogs are not permitted on the more compact Glebe allotment site with the exception of assistance dogs with prior permission and suitable arrangements.

9. Fires, incinerators or similar devices

- a) Fires are not permitted between dawn and 16.00 hrs or at any time on Saturdays, Sundays or bank holidays.
- b) Only garden waste produced on your plot may be burnt.
- c) Any fire or combustion device must not be left unattended and consideration must be given to the prevailing weather conditions. The tenant must ensure that it is fully extinguished before they leave the allotment.
- d) A personal BBQ or fire pit for convenience of a maximum of six people is permitted on the Mill Lane site only.

10. Water

- a) Water butts should always be kept covered with insect mesh or be lidded.
- b) Taps should be turned off when not in use, any maintenance required should be reported to the Council as soon as possible.
- c) Winter period - Water is turned off by the Council at the beginning of October until the end of March to prevent water freezing in the pipes and causing damage. The water



will remain turned-off until the spring. If a tenant turns the water back on over that period and is likely to have been the cause of damage, then the tenant will be expected to pay for the repairs and subsequent water use. If a tenant continually turns the water on over the winter period, it may initiate a Notice to Quit.

- d) The Council accept no responsibility for allotment holders' personal tools, equipment, machinery, personal possessions or produce.

11. Boundaries

- a) All Tenants are responsible for the maintenance of the side of any hedge that abuts their allotment. The Council is responsible for the maintenance of the top and the other side of the hedges where applicable, such as the car park hedge.

12. Allotment Structures

- a) Compost boxes and water butts must not exceed 2 metres in height
b) Cold frames must be portable, not made incorporating glass and be no more than 1 metre high
c) Poly tunnels and netting frames are permitted but must not exceed 2 metres in height.
d) Greenhouses, sheds or other structures are not allowed at the Glebe site
e) **Fencing** at Mill Lane is permissible subject to the following:-
- Posts or cross members are of wooden, plastic or metal construction using either wire or plastic mesh/netting and allow a gap so as to not to impede water flow.
 - It is no more than 600mm (2ft) high.
 - It will not have any postcrete or concrete foundation.

13. **Greenhouses, sheds** or other structures on the Mill Lane site are permitted subject to the following:-

- They are to be located on plots in excess of 180 square metres ONLY
- They are not more than 6ft L 6 ft H 4ft W
- Only one shed or greenhouse is allowed
- Any glazing should be with a safety material and not glass
- There shall be no hard standing as a base
- It will be erected on the southern extremity of the plot
- **A** £50 refundable SHED/GREENHOUSE deposit is required. Said deposit will not accrue interest.
- Prior written permission from the Parish Council is required before erecting a shed or greenhouse. The Parish Council staff will check that the above various requirements have been fully complied with.
- Tenants are accountable for the maintenance and security of their sheds and the items stored within them. The Parish Council assumes no responsibility for any loss or damage incurred.



- **“Temporary” Plant climbing frames and hive screens** at either site are permissible, subject to
- They are of plastic, wooden, netting or metal construct
- They are no more than 2 metres high.
- They do not have any postcrete, concrete or similar foundations
- They are located at least 1ft/300mm in from the plot boundary.

14. Site Rules

- The tenant is responsible for keeping the entrance gate closed and locked after entering and leaving the allotment site making sure the padlock is in place and padlock numbers have been scrambled.
- If the tenant is taking delivery of anything on the allotment or paying someone to do work on their allotment, **they MUST be present on site at the time.**
- No vehicles are permitted on the paths around the Mill Lane site unless they are mobility aids or advised to the Council for unloading purposes only. Tenants and their guests shall only park their vehicles in the designated area. Any tenants who abuse this rule are liable for any damage caused.
- If a tenant is found to be contravening the site rules, the Council will issue them with a warning letter and any reoccurrence will result in being evicted from their plot.

Written Correspondence

- Any written correspondence, for example: letters, notices, forms, **emails** will be deemed to have been served if sent by post or electronic means to the tenant at their last advised address.

Trees

- The only species of trees permitted on allotment plots are fruit trees grown on dwarf stock. They should not be allowed to exceed 10 feet in height .



APPENDIX A

Conditions for Keeping Bees on Allotments

1. Consent

Any person wishing to keep bees on an Allotment site must first seek written agreement from Glenfield Parish Council. No bees shall be kept on any Allotment site until this agreement has been signed and permission given in writing. The Parish Council reserves the right to issue 14 days' notice for the removal of hives.

2. Duty of Care

The beekeeper owes a duty of care to:-

- the public in the vicinity of the hives - other visitors to the allotment- intruders even if it is clear that their intention was to disturb the colony.

3. Consultation

People will be more accepting of a perceived risk if they understand it and are clear about the benefits it can bring.

It is the responsibility of the beekeeper to inform, in advance, adjoining allotment tenants in the vicinity of the proposed hives, of the intention to site hives and to allay any concerns /answer any queries that they may have. The beekeeper should prominently display a notice for a minimum period of 28 days in the growing season and 56 days outside the growing season, indicating that a request to keep bees has been submitted. This notice will be supplied by the Parish Council for you to erect.

Should an objection be made it must be effectively addressed. If the objection is on allergy or medical grounds and the Parish Council is satisfied that it is substantiated, permission may be refused to keep bees on site.

4. Training

Beekeeping requires a level of competency in maintaining hives to ensure the health and productivity of the colony. Written evidence of training from a recognised body such as the British Beekeepers Association (BBKA) must be provided.

5. Insurance / Membership

The named beekeeper must be a member of a Beekeepers Association affiliated to the British Beekeepers Association (BBKA) which provides third party insurance as well as up-to-date valuable advice and training opportunities.

Insurance cover must be maintained throughout the duration of keeping the bees on the Allotment site which provides specifically for beekeeping risks and includes five (5) million



pounds Public Liability Insurance cover. A copy of the insurance must be submitted annually to the Parish Council.

The Parish Council accepts no responsibility for the hives including but not limited to their damage, destruction or theft and the beekeeper shall be responsible for insuring the hives.

6. Hives / Location

No more than 2 hives and 1 nucleus may be located in any specified location on any plot.

Hives should be sited as far as possible from any public road or path or jointly used road or paths within the allotment.

Entrances should preferably have a southerly aspect and away from any prevailing winds and overhanging shrubbery that may cause damp conditions.

Screening around the hives must be provided to ensure that bees are encouraged to rise in excess of 2 metres before leaving the plot. Screening is to both provide protection for the bees from intrusion/vandals and to create an effective barrier ensuring the flight path of the bees does not go directly across other plots and forces them to fly quickly upwards to their natural flight height when foraging. Screening material could be natural hedging, wooden screening such as bamboo on a roll or fine plastic/wire mesh.

Bees need access to water and provision of areas of shallow water/damp margins provided where they are less likely to drown. Water can be made available in the form of bird baths and pond margins.

7. Beekeeper responsibilities and handling of bees

Beekeepers should not put colonies of bees known to be of an aggressive temperament onto Allotment sites. If this does occur then the beekeeper will be asked to remedy the situation.

Inspections - Hives need to be inspected weekly from April to July in accordance with BBKA guidelines.

When carrying out inspections bee keepers must be mindful of adjoining gardeners and inform them that they will be carrying out an inspection and preferably carry out such inspections at quieter times and in calm, dry weather.

Swarming - The beekeeper must carry out such management and manipulations of the colonies as are necessary to minimise the issue of swarms. Visitors to the allotment must be made aware that bees may swarm, an essential part of reproduction, and in the event of this happening an experienced bee keeper must deal with this.

Contact Details / Standby - In the event of an emergency, such as swarming, the beekeeper must ensure that name and contact details for him/herself are displayed in the area of the hives or, if available, on a notice board where it is clearly visible to all users of the site.

If the official named beekeeper is away a standby contact competent to deal with inspection duties and any emergency related to the hives, such as potential swarming, must be available.

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The contact details of the standby must be made available during the absence of the beekeeper, in the manner described above.

Full contact details for both parties must be given to the Parish Manager prior to siting the hives.

Vandalism – Please try and ensure that long objects, are not available near the hives as these may be used to push over hives from a safe distance.

Diseases – Beekeepers have a legal responsibility to notify the National Bee Unit (NBU) of certain pests and diseases. The beekeeper must register hives with the National Bee Unit 'Beebase' (part of Defra) –

*<https://secure.fera.defra.gov.uk/beebase/index.cfm> Email: nbu@fera.gsi.gov.uk
Telephone: 01904 462510*

Once registered, beekeepers are entitled to free advisory visits from bee inspectors, up-to-date information about local outbreaks and free access to pest and disease information.

8. Withdrawal of Consent

The Parish Council reserves the right to issue 14 days' notice for the removal of the hives if:

- The bee keeper contravenes any of the above conditions
- Substantiated information is received that requires a review of the arrangements

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APPENDIX B The beekeeper must supply the following information:

Name of bee keeper	
Site Name	
Plot Number	
Phone	Mobile
	Daytime
	Home
Email	
Evidence of training	
Evidence of Beekeeping Association membership (including Public Liability Insurance)	
Number of hives and a plan or map of the site indicating the proposed location of the hives	
Procedure that the bee keeper will follow in the event of the colony swarming	
Arrangements for the hives and colonies on the termination of this agreement by either party	
Name of Standby Beekeeper	
Phone	Mobile
	Daytime
	Home
Email	

I hereby accept and agree to abide by the conditions of this agreement -

Signed Dated

The Parish Council hereby accepts the above signatory, as a beekeeper, upon adherence to the conditions set out above
 Allotment site

Parish Manager Signed
 Dated