

# GREAT LONGSTONE PARISH COUNCIL ALLOTMENTS POLICY

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## 1. Introduction

Great Longstone Parish Council ('the Council') is committed to providing and maintaining allotment gardens for the benefit of residents of the Civil Parish of Great Longstone. The allotment site is situated at Main Street, Great Longstone, DE45 1PA, and lies within the Great Longstone Conservation Area.

This policy sets out the Council's approach to managing its allotments in accordance with its legal obligations and in the interests of all plot holders and the wider community. It should be read alongside the Council's standard Tenancy Agreement and any site rules in force from time to time.

## 2. Legal Framework

The Council's allotment functions are governed principally by the following legislation:

- Small Holdings and Allotments Act 1908 — places a duty on councils to provide a sufficient number of allotments where demand exists, and to let them to residents at a reasonable rent. It also provides powers to acquire, improve and manage allotment land, and to appoint managers (s.29).
- Allotments Act 1922 — defines an 'allotment garden' as land not exceeding 1,011.71 square metres (approximately 40 poles or 0.25 of an acre), cultivated wholly or mainly for the production of vegetables or fruit for personal and family consumption, and provides tenants with security of tenure. It also establishes tenants' rights to compensation on termination (s.3).
- Allotments Act 1925 — requires the consent of the Secretary of State before statutory allotment land may be sold, appropriated, or converted to another use (s.8). It also prohibits the use of allotments for commercial purposes.
- Allotments Act 1950 — increases the minimum notice to quit served by a council on a tenant to 12 months (expiring on or before 6 April or on or after 29 September in any year). It also provides for compensation for disturbance (s.3) and limits the amount of rent payable in advance.
- Local Government Act 1972 — governs the general powers and administration of the Council, including powers of land acquisition (ss.125–126) and exemption from non-domestic rating for allotment land (s.51, Local Government Finance Act 1988).
- Agricultural Holdings Act 1986 — may apply to any allotment plot used for commercial cultivation with the Council's knowledge, giving the occupier security of tenure under that Act. This reinforces the importance of ensuring all plots are let and used strictly as allotment gardens.
- Agricultural Tenancies Act 1995 — relevant where allotment land is temporarily let for agricultural (grazing or mowing) purposes (see Section 12).
- Environmental Protection Act 1990 (Part 2A) — provides the framework for identifying and managing contaminated land.

The Council will ensure that it acts in compliance with all relevant legislation and any guidance issued by the National Association of Local Councils (NALC), the Society of Local Council Clerks (SLCC), and the National Allotment Society (NAS).

### **3. Historical Background**

Allotments have existed in Great Longstone since at least the Victorian era. Known sites of previous allotments include the east side of Station Road, roughly from the area of the Methodist Chapel to the junction with Grisedale Road West, and possibly, at one time, in the area now occupied by “The Meadows”. All of these allotments are believed to have been in private ownership.

There have been allotments on the current site, on Main Street, since at least the early 1950s. These were held and managed privately, before being gifted to the Parish Council, along with the area now known as “West Green”, by the West family in 2000.

### **4. Purpose and Objectives**

The Council's objectives in managing its allotments are:

- To meet its statutory obligation to provide allotment gardens for residents of the parish where sufficient demand exists.
- To ensure that allotments are let at a fair and affordable rent, reviewed annually in line with the Consumer Price Index (CPI).
- To maintain the allotment site to a reasonable standard and ensure it is safe for all users.
- To promote the health, wellbeing, and community benefits associated with allotment gardening.
- To manage the site in a manner that respects the Great Longstone Conservation Area and its environment.
- To deal transparently and fairly with all applicants and tenants.

### **5. Eligibility**

To be eligible to hold an allotment tenancy, an applicant must:

- Be at least 18 years of age.
- Reside within the Civil Parish of Great Longstone at the time of application and throughout the tenancy.
- Not already hold an allotment tenancy with the Council (subject to the provisions on temporary additional use in Section 11).

Allotment applications must be made in the name of a single individual. Joint applications or applications on behalf of a household will not be accepted. The Council shall maintain an up-to-date register of tenants.

The Council may, at its discretion, give preference in allocation to persons with special needs, such as those who are elderly, disabled, or on low incomes, provided that the overall allocation system remains transparent and is consistently applied.

### **6. Applications and Waiting List**

**6.1** Applications for an allotment plot must be made in writing to the Parish Clerk using the Council's standard application form, which is available on request.

**6.2** The Council will maintain a waiting list and allocations will be made strictly in date order of receipt of a completed application, subject to eligibility. The allocation system will be publicised and consistently applied.

**6.3** When a plot becomes available, it will be offered to the first eligible person on the waiting list. The applicant will be given the opportunity to view the available plot before committing to a tenancy.

**6.4** If an offered plot is declined, or if the applicant fails to return a signed Tenancy Agreement and initial rent payment within 14 days of the offer, the plot will be offered to the next eligible person on the waiting list. The original applicant will be returned to their position on the waiting list.

**6.5** The Council will review its waiting list at least annually and will write to applicants to confirm their continued wish to be included. Applicants who do not respond within 28 days may be removed from the list.

**6.6** It is not normally possible to let more than one plot to the same person or household. See Section 11 for the limited circumstances in which temporary additional use of a vacant plot may be permitted.

## **7. Tenancy Agreement**

**7.1** All allotment plots will be let under the Council's standard Tenancy Agreement. New tenants must sign the agreement before taking possession of a plot. A signed copy will be retained by the Council and a copy provided to the tenant.

**7.2** Tenancies run for one year from 1 October, and thereafter from year to year unless determined in accordance with the terms of the tenancy.

**7.3** Care has been taken to ensure that the Tenancy Agreement lets each plot as an allotment garden (as defined in s.22, Allotments Act 1922). This is important: any plot let on different terms, or used for commercial cultivation with the Council's knowledge, may fall within the Agricultural Holdings Act 1986 and attract additional security of tenure for the occupier.

**7.4** The tenancy is personal to the named tenant and may not be assigned, sub-let, or transferred without the Council's prior written consent (s.27, Allotments Act 1908). Plots cannot be gifted or inherited.

**7.5** The Council reserves the right to amend its standard Tenancy Agreement and any associated site rules, giving reasonable notice to all existing tenants of any changes. Any rent increase not agreed by the tenant requires service of a formal notice to quit together with an offer of a new tenancy at the revised rent.

## **8. Rent**

**8.1** Rents are set by the Council in accordance with the statutory requirement that they be reasonable and such as a tenant may reasonably be expected to pay for the land (s.10, Small Holdings and Allotments Act 1908).

**8.2** The annual rent is payable in full on 1 October each year. In accordance with s.10 of the Allotments Act 1950, where the rent exceeds £1.25 per year, no more than a quarter's rent

may be required in advance. The Council will review the rent annually and increase it by an amount equivalent to the annual rate of inflation as measured by the Consumer Price Index (CPI) in July of each year. If the CPI is discontinued, the Council may use any equivalent index it considers appropriate.

**8.3** The Council will give all tenants reasonable written notice of any proposed change in rent.

**8.4** The Council may, at its discretion, charge a reduced rent to a tenant with special circumstances or suffering hardship (s.10, 1908 Act). Any such arrangement must be agreed in writing by the Clerk on behalf of the Council.

**8.5** The Council may, at its discretion, waive rent for a defined period where a plot requires extensive work to bring it into a proper state of cultivation. Any waiver must be confirmed in writing.

**8.6** Rent arrears of 40 days or more will constitute a ground for service of one month's notice to quit under the Tenancy Agreement.

## **9. Tenant Responsibilities**

### **9.1 Cultivation and Maintenance**

Tenants are required to keep their allotment garden in a clean, reasonably weed-free and well-cultivated condition throughout the tenancy. After the first three months of the tenancy, failure to cultivate the plot in accordance with the Tenancy Agreement may result in the service of one month's notice to quit.

Tenants must keep all access paths, adjacent to their plot, trimmed and free from obstructions.

### **9.2 Permitted Use**

Allotment gardens must be used solely for the cultivation of fruit, vegetables and flowers for the personal consumption of the tenant and their family. Any commercial sale or business use of produce grown on the plot is strictly prohibited.

### **9.3 Nuisance and Conduct**

Tenants must not cause a nuisance or annoyance to other plot holders, neighbours, or members of the public. Tenants must not obstruct any path or road providing access to their own or another tenant's plot.

### **9.4 Animals and Livestock**

Under s.12 of the Allotments Act 1950, tenants have a statutory right to keep hens (but not cockerels) and rabbits on their allotment plot, provided they are not kept by way of trade or business and are not kept in a manner that is prejudicial to health or constitutes a nuisance.

No other animals or livestock, including bees, may be kept on any allotment garden without the Council's prior written consent. The Council may attach conditions to any such consent. Tenants must not bring any other animals onto the allotment site without the Council's consent.

## **9.5 Structures and Trees**

Tenants must obtain the Council's prior written consent before:

- Erecting any shed, greenhouse or other structure on the plot.
- Installing any fencing.
- Planting any tree, shrub, hedge or bush.
- Cutting, lopping or felling any tree growing on the plot.

Where planning permission is also required, it is the tenant's responsibility to obtain it. When giving consent for a structure, the Council may require the tenant to submit full details of the proposed design, height, materials and location, and may specify where on the plot the structure is to be sited, to ensure a consistent and tidy appearance across the site.

Structures erected with consent must be removed by the tenant on termination of the tenancy unless the Council agrees otherwise in writing.

## **9.6 Waste and Chemicals**

Tenants must not bring waste or harmful materials onto the allotment site. Fly-tipping, dumping of waste, or adding to dumped waste is strictly prohibited and will result in immediate termination of the tenancy. The use of old carpets or synthetic materials as weed suppressants is not permitted. Any reasonable use of herbicides, pesticides or fertilisers must comply with all relevant legislation, manufacturer instructions, and good horticultural practice.

## **9.7 Health and Safety**

Tenants are responsible for the safety of any person present on their plot, whether with or without their permission. Tenants must permit inspection of their plot at all reasonable times by the Council or its authorised agents.

## **10. Land Contamination and Health and Safety Notice**

The Council conducted soil testing at the allotment site during 2025. The results indicate elevated levels of naturally occurring lead in all areas of the site, with concentrations in certain areas significantly exceeding UK guideline values for allotment soil.

While the land may not be legally defined as 'contaminated land' under Part 2A of the Environmental Protection Act 1990, Derbyshire Dales being an area with naturally elevated levels of certain metals, the Council has identified a potential risk to human health, particularly for vulnerable groups.

All tenants are required to acknowledge receipt of the Council's full Health and Safety Notice (contained within the Tenancy Agreement) before taking possession of a plot. The Notice sets out the following recommended precautions:

- Practise good personal hygiene; wash hands thoroughly with soap and water after gardening, especially before eating, drinking or smoking.
- Wash and peel all produce carefully; lead can accumulate in the skin of root vegetables.
- Limit the growing and consumption of certain root vegetables (such as carrots, parsnips and beetroot).
- Do not give produce grown on the site to children under 6 years of age; limit quantities given to older children and pregnant women.

- Moisten dry soil before working to minimise airborne dust.
- Wear gloves when handling soil and remove gardening clothing and shoes before entering the home.
- Keep tetanus vaccinations up to date.

Use of an allotment plot is at the tenant's own risk. The Council will keep the matter under review and will inform tenants of any material change in circumstances or guidance.

## **11. Plot Sizes and Additional Use**

11.1 Standard full plots and a limited number of half-plots are available. The tenant of a half-plot will be given first refusal if the other half of their plot becomes vacant.

11.2 Full slots vary in size between 37.8 and 79.7 square metres. Some of the half-plots are larger than some full-plots. Charges are based on the size of the plot.

11.3 Each individual may hold only one allotment tenancy at any time. However, if the Council determines that plots are vacant with no eligible applicants on the waiting list, it may permit an existing tenant to use an additional plot on a temporary, licence-only basis. Such arrangements will be reviewed annually and will cease immediately if any eligible applicant is placed on the waiting list.

11.4 Any temporary additional use arrangement will be confirmed in writing and will not create any additional tenancy rights.

## **12. Temporary Use of Unlet Allotment Land**

Where allotment land cannot be let as allotment gardens, the Council may consider granting a temporary grazing or mowing licence in accordance with NALC Legal Topic Note 52 and the Agricultural Tenancies Act 1995. Such licences must not exceed 729 days (two years less one day) in order to avoid creating a Farm Business Tenancy with security of tenure.

No consent of the Secretary of State is required for the grant of a temporary grazing or mowing licence, as this does not constitute a permanent change of use. However, the Council will seek appropriate legal advice before entering into any such arrangement, and will consult its County Association as recommended by NALC.

## **13. Council Responsibilities**

The Council will:

- Pay all rates, taxes, dues and other assessments levied or charged upon the allotment site.
- Maintain external fences, gates and boundaries of the site and keep external access routes reasonably maintained.
- Provide a water supply where available, and pay the periodical water accounts. The cost of water will be either reflected in the rent for each plot or apportioned between tenants on the site.
- Hold adequate public liability insurance for the allotment site.
- Inspect plots periodically to ensure compliance with tenancy conditions.

- Maintain the allotment register and tenancy records securely in compliance with data protection legislation.
- Provide tenants with the Council's contact details and the name of the Parish Clerk.
- Keep this policy and the standard Tenancy Agreement under review, and update them in line with any change in legislation or guidance.

The Council has the power under s.29 of the Small Holdings and Allotments Act 1908 to appoint managers for the allotment site. In practice, routine management is delegated to the Parish Clerk. The Council may also consult tenants through a consultative group or regular meetings with plot holders, which can improve communication and the management of the site.

## **14. Termination of Tenancy**

### **14.1 Notice by the Council**

The Council may terminate a tenancy by serving not less than 12 months' written notice to quit, expiring on or before 6 April or on or after 29 September in any year, in accordance with the Allotments Act 1950.

The Council may also terminate a tenancy by serving one month's written notice if (s.30(2), Small Holdings and Allotments Act 1908, as amended):

- The rent is in arrears for 40 days or more; or
- Three months after the commencement of the tenancy, the tenant has failed to comply with the rules or conditions of the tenancy; or
- The tenant has ceased to reside within the Civil Parish of Great Longstone.

Any notice to quit must be signed by a duly authorised officer of the Council. Whilst it may be served by ordinary post, it is preferable to use a method that provides proof of delivery. Once a notice has been served, further payments of new rent must not be accepted, as doing so risks creating a new tenancy. The Council may, however, accept payment of any rent arrears outstanding at the date of the notice.

Should a tenant fail to vacate their plot after the expiry of a valid notice to quit, the Council is entitled to take possession of the plot without the need for Court proceedings. Court proceedings may however be brought to recover any rent arrears.

In the event of the tenant's bankruptcy, or other breach of the Tenancy Agreement, the Council may re-enter the plot and the tenancy will thereupon terminate, without prejudice to the Council's right to claim damages or recover any unpaid rent.

### **14.2 Notice by the Tenant**

A tenant may terminate their tenancy by serving not less than two months' written notice on the Council, addressed to the Parish Clerk.

### **14.3 Compensation on Termination**

Where a tenancy is terminated by the Council by notice to quit or re-entry, the tenant is entitled to statutory compensation for:

- Growing crops and manure on the plot at the date of termination (s.3, Allotments Act 1950).

- Disturbance, in an amount equal to one year's rent, where the tenancy is terminated by the Council other than by reason of the tenant's breach (s.3, Allotments Act 1950).

If the tenancy is terminated between 29 September and 11 October inclusive, the tenant is entitled to three weeks from the date of termination in which to remove their crops (s.2, Allotments Act 1922).

Before leaving, a tenant may remove any fruit trees, bushes, buildings, fencing or other improvements they have provided, provided they have no compensation entitlement in respect of those items, and provided they make good any damage to the land caused by the removal (s.47, Small Holdings and Allotments Act 1908).

Compensation amounts are settled by agreement between the parties, or, in default of agreement, by a valuer appointed by a county court judge (s.6, Allotments Act 1922; s.7, Allotments Act 1950).

Where a tenant vacates their plot at the end of a tenancy, the Council may recover from the tenant a sum equivalent to the cost of making good any deterioration in the condition of the land attributable to the tenant's failure to keep it in a good state of cultivation and fertility.

## **15. Site Inspections and Enforcement**

15.1 The Council or its authorised agents will carry out periodic inspections of all plots. Tenants will normally be given reasonable notice of an inspection, but the Council reserves the right to inspect at any time for health and safety reasons.

15.2 Where a plot is found to be poorly maintained or in breach of the Tenancy Agreement, the Council will write to the tenant setting out the nature of the breach and the steps required to remedy it, together with a reasonable time within which to do so.

15.3 If the breach is not remedied within the time specified, or where serious or repeated breaches occur, the Council will consider serving notice in accordance with Section 14 above.

15.4 The Council will maintain records of all inspections and correspondence relating to enforcement.

## **16. Disputes**

16.1 Any dispute between a tenant and the Council arising from this policy or the Tenancy Agreement should, in the first instance, be raised in writing with the Parish Clerk.

16.2 The Clerk will acknowledge the complaint and seek to resolve the matter informally. Where informal resolution is not possible, the matter will be referred to the full Council for consideration at its next scheduled meeting.

16.3 Disputes between tenants should, wherever possible, be resolved between the parties. Where a dispute cannot be resolved and it affects the use and enjoyment of the allotment site, the Council may mediate and, if necessary, take action under the Tenancy Agreement.

## **17. Data Protection**

Personal information collected from applicants and tenants will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Information will be used solely for the purposes of administering the allotment register and enforcing the Tenancy Agreement. The Council's full Privacy Notice is available from the Parish Clerk.

## **18. Reviewing the policy**

This is a non-contractual procedure which will be reviewed, in line with the Great Longstone Parish Council Standing Orders, that all Policies will be reviewed on a 12 monthly basis for applicability in line with changes in current legislation and requirements of the Council.

All policies therefore, will be reviewed and adopted at the Annual General Meeting of the Parish Council, irrespective of the date on which they were initially written.

Date of policy:

Approving body: Full Council

Date of meeting:

Policy version reference: 1.0

Policy effective from:

Date for next review: