

Beverley Town Council

Allotment Cultivation & Inspection Policy

1. Tenancy Agreement Provisions

Tenancy agreements for allotment gardens typically include obligations to keep the plot clean, free from weeds, in a good state of fertility and cultivation, and for paths to be kept well maintained. Beverley Town Council recognises that the monitoring and enforcement of these obligations is inherently subjective, and increasingly so, given the proliferation of gardening styles to be found on allotments.

BTC Tenancy Agreement Paragraph 2.3 - CULTIVATION

To keep the Allotment clean and free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart-track included in or abutting on the Allotment to the satisfaction of the Town Clerk (or in the case of any pathway or cart-track abutting on the Allotment and any other allotment garden or allotment gardens the half width of it) reasonably free from weeds

2. Cultivation Requirements

As a minimum requirement, Beverley Town Council believes that allotment gardens should be cultivated in a way that does not interfere in a material way with the enjoyment of neighbouring tenants or residents, or that is likely to impede the ability of the Town Council to re-let the plot at a later date. The Beverley Town Council wishes to set standards for the proportion of the land put to use in the production of fruit, vegetables, flowers and the keeping of permitted livestock, and for the maintenance of residual areas.

BTC Tenancy Agreement Paragraph 2.21- USER

To cultivate the Allotment wholly or mainly for the production of vegetables and fruit and flowers (subject to clause 2.4 hereof) for consumption by himself or his family. No produce is to be sold.

3. Cultivation Standards

Approved standards for cultivation are as follows:

- The cultivated area is defined as being cultivated for the production vegetables, fruit and flowers will be a minimum of 60% of each individual plot (as recommended by the National Society of Allotment & Leisure Gardeners). This area should be fully cultivated within a complete growing season.
- This area includes compost bins, water butts, fruit cages, poly tunnels and integral/boundary plot paths 18 inches in width or less.

- The remaining 40% of the plot will include sheds, lawns, uncultivated area under fruit trees and other ground not being used for cultivation. These areas should not be left to grow wild and must be kept cut back. An uncultivated area left to go wild is not acceptable on any part of a plot.
- Part of the 60% cultivation area can be used for keeping six hens (subject to Council approval). The council must be satisfied that the keeping of such will not be prejudicial to the health of, or a nuisance to, neighbouring tenants. Appropriate arrangements must be made for the storage of feed and for the welfare of the poultry.
- Full cultivation is considered to mean at least one of the following:
 - The plot is in readiness for growing.
 - The plot is well stocked with growing produce relevant to the time of year.
 - The plot is in the process of being prepared for crops.
- New tenants are expected to begin cultivation immediately and to have at least 25% of the plot fully cultivated and planted/ready for planting within two months and 60% cultivation within 6 months. You must demonstrate progress towards full cultivation.
- The planting of invasive species such as Bamboo, Japanese Knotweed, Willow, Himalayan Balsam and Giant Hogweed is forbidden, and if seen should be reported to the Council immediately. Tenants should not attempt to remove such species themselves.
- Tenants will not use carpets as a means of weed control as these are toxic to the environment.
- Tenants must not plant fruit trees without prior written consent from the Council. If consent is given, trees must be planted away from the paths and must not be allowed to grow over 2.5m tall. Tenants must ensure that they do not plant fruit trees in a position which will cast a shadow over neighbouring plots. Shrubs must not encroach on to neighbouring plots or paths.

4. Inspection Regime

The Town Council believes that the cultivation of allotment gardens should be subject to a regime of inspection that is timely, fair, unintrusive and appropriate to the season. It further believes that allotment garden tenants have an obligation to cooperate in such inspections, including enabling access when external visual inspection is impractical.

The inspection regime will consist of the following:

- Council Officers will undertake allotment inspections and will consist of those Officers who have been appointed to the role.
- Cultivation inspections will be undertaken on a fortnightly basis between the months of April and October, or as and when required. End of tenancy inspections will

take place at the end of the tenancy or as and when required – these inspections will determine whether the bond will be returned to the outgoing tenant and provide evidence of the state of the plot on completion of the tenancy.

- Officers will visit the allotment sites and undertake a visual inspection from the main pathways. Should there be a reason to undertake a more detailed inspection, Officers will enter the plot but endeavour to keep to footpaths and non-cultivated areas so as not to damage crops.
- The process will take only a few minutes and the Officer will make notes in accordance with the cultivation policy. Photographs may be taken to be retained as evidence and will be stored subject to GDPR requirements.

5. Decisions and Communication

The Town Council believes that enforcement procedures for non-cultivation should be fair, and made known at the outset to any tenant against whom action is proposed. Such procedures should include clear documentation of faults, an early opportunity to declare any mitigating circumstances (which should be treated in confidence), and deadlines for rectification that allow reasonable time for the tenant to take action, bearing in mind the time of year. Courses of action should offer alternatives to termination wherever possible, including the opportunity to cultivate a smaller plot, especially when there is no prior history of non-cultivation.

An independent appeals procedure should also be in place.

Where faults are left unrectified and all alternatives refused, however, the Town Council recognises the right of the allotment provider to terminate the tenancy in accordance with the terms set out in the tenancy agreement and relevant legislation.

Decisions and communications will be made as follows:

- All decisions and communications will be noted on the allotment database in the section relevant to that plot.
- Following an inspection by a Council Officer, any decision regarding communicating faults to tenants will be made by the Assistant Town Clerk.
- In the event that the Assistant Town Clerk is unavailable, the decision will be made by the Town Clerk or in the event that an independent appeal is required, this will be referred to the Town Clerk (or another Officer not involved) who will undertake a review.
- Following an inspection and should a breach of cultivation or any other breach of the Tenancy Agreement conditions be found, a Letter 1 will be sent by post and email (if email address is known) to the tenant.
 - This letter will outline the breach(es), the Tenancy Agreement Condition(s) that have been breached and will ask for a remedy of the breach(es).
 - Usually, a timeframe of two weeks will be given as a notice of a further inspection, however the timeframe for actual further inspection may be longer due to staff time constraints.

- In addition, the Council will ask if the tenant has any mitigating circumstances that may prevent the cultivation of the plot in accordance with the Tenancy Agreement and Cultivation Policy, such as illness, hospitalisation, accident or any other relevant problem that the tenant may be experiencing.
 - The Council will offer the tenant a chance to explain either by phone or email. Should there be a mitigating circumstance, this will be recorded on the allotment database and inspections ceased until such time as the circumstance has passed. The tenant will be informed and encouraged to keep in touch.
 - The tenant will be encouraged to engage with the Council and will be offered other means such as halving the plot to assist.
- After a two-week period, a further site visit will be undertaken (or longer timeframe dependent on staff time constraints). Further notes and photographs will be taken.
- If communication has been made or action to remedy breach(es) has been undertaken, no further action will be carried out and this will be noted on the allotment database.
- If there is no action to remedy the breach(es) and/or no communication from the tenant, a letter 2 will be sent by post and email (if email address is known) to the tenant.
 - This letter will take the same format as letter 1 but will communicate to the tenant that the Council has found no action has been taken and/or no communication has been received.
 - The Council will repeat the request for the tenant to contact the Council and will ask for any mitigating circumstances.
 - The Council will offer other means such as halving the plot to assist.
 - The Council will also inform the tenant that if there is no communication following a period of two weeks or if there is no action to remedy the breach, the Council will give a date for the termination of the tenancy of the plot.
- After a further two-week period, a further site visit will be undertaken (or longer timeframe dependent on staff time constraints). Further notes and photographs will be taken.
- If communication has been made or action to remedy the breach(es) has been undertaken, no further action will be carried out and this will be noted on the allotment database.
- If there is no action to remedy the breach(es) and/or no communication from the tenant, the following will apply:
 - Council Officers will make every attempt to contact the tenant by telephone or email.
 - If there is no response, a Notice to Quit will be served on the tenant in the manner communicated in the Tenancy Agreement.
 - Following the expiration of the Notice to Quit, a Torts Notice will be sent by signed for delivery (Torts Interference with Goods Act 1977).
 - The Council will remove the personal possessions from the plot and they will be stored. If there is a need to break into a shed, two persons must be present and an inventory made.

- The Torts Notice will state that the outgoing tenant has three months to collect the items from the Council.
- The tenant will be given notice of who to contact for return of the items and an inventory of possessions. If these are not collected, they may be sold after a period of three months. After expenses are covered, the proceeds will belong to the original owner and could be claimed for up to six years after the sale (Limitation Period).
- The bond will not be refunded to the outgoing tenant.
- Documents will be kept in accordance with the Council's retention policy and/or relevant legislation and the allotment database noted accordingly.

6. Persistent Breaches

Should persistent breaches occur by the same tenant, the Council will endeavour to work with the tenant to:

- Ask for a plan and timescale.
- Reinforce the plan.
- Follow it up or follow it through to the end.
- Follow it up with phone calls and emails
- Keep photographs.
- Ask an independent person to check.
- Use the appeal system.

7. Wellbeing

Before issuing any letters outlining breaches of the Tenancy Agreement, the Town Council shall take into account the wellbeing of individual tenants and shall consider its duties required by the Equality Act 2010.

The Assistant Town Clerk & Civic Officer will consider the circumstances surrounding individual tenants and may find it necessary to decide that the wellbeing of an individual tenant outweighs the necessity to send a letter outlining a breach of the Tenancy Agreement. Such decisions will be discussed with the Town Clerk and noted accordingly on the allotment database.

Discussions with support organisations/persons of individual tenants will assist in any decisions made in this respect.

Date of adoption: 27/03/23

Signed: Chairman of the Town Council

Signed: Clerk to the Council

α. J. Johnson
Matthew Pearce

