

14.2 Disputes between tenants about the implementation of the conditions of use and related matters should be referred to the Council for resolution. The decision of the Council is final.

14.3 When formal notice is to be given regarding your tenancy this can be done in writing to the Council.

14.4 There will be no refund on allotment rent for plots given up after 1st April in any given year.

14.5 Any issues of concern should be reported to the Clerk where an appropriate decision will be taken. In all cases the decision of the Council is final.

14.6 In all cases the plot must be returned to the Council free of waste and personal items. Sheds and structures may be retained on the plot with written permission from the Council. Any incurred maintenance or removal costs will be invoiced to the tenant.

This Policy & Guidelines booklet will be reviewed and updated on our website www.settletowncouncil.gov.uk

Allotment Policy & Guidelines

Cammock Lane. BD24 9BH
Dog Meadow. BD24 9RJ

April 2021



SETTLE TOWN COUNCIL

Town Hall, Market Place, Settle. BD24 9EJ
Tel: 01729 823617

Email: clerk@settletowncouncil.gov.uk

Website: www.settletowncouncil.gov.uk

Introduction

This document is to provide policy and more information regarding Settle allotments. The “Tenancy Agreement” which is signed by the tenant contains the rules and conditions of use. This policy should be read in conjunction with the signed agreement.

The Council make rules in order to regulate the arrangements for the letting of individual allotments on the allotment site.

1. Conditions of Tenancy

1.1 All new tenancies will be allocated in accordance with our waiting list procedure. Please see the Settle Town Council Allocation Process. These rules apply to all allotments from April 2021 – with some exceptions for existing Giggleswick residents and current tenants with more than one plot.

1.2 The tenancy of an allotment is a perpetual tenancy that continues to run year by year from 1st April to 31st March until it is terminated by either party.

1.3 When a tenancy begins the Council will invoice for the rent to be paid until the end of March, within 14 days. New allotments taken out before the end of September will be charged the full rent for the year and those after September will be charged half the rent.

1.4 Invoices for the annual rent will be sent out in April and must be paid within 14 days of the invoice date. Failure to pay the invoice will result in termination of the agreement after 40 days.

1.5 The Council recognises that plots allocated may be in a neglected state and it is important that all weeds are kept under control and do not run to seed. In such circumstances the plot should be covered with a suitable weed control permeable membrane whilst the plot is gradually cultivated.

1.6 All children visiting the site must be closely supervised.

1.7 A minimum of 50% of the total plot must be under cultivation during the months of March to September. Therefore, plots cannot be used solely for the keeping of animals. Enforceable from April 2022.

1.8 Settle Town Council must be provided with a spare key or code, to access your plot, to allow inspections at any time.

2. Allotment Numbering

2.1 Each allotment should display their plot number. To assist with inspections and allocating new plots.

10.3 The following is **NOT** permitted:

- Allowing excessive plant and other organic waste to accumulate on allotments –Please arrange to compost waste of that kind wherever possible.
- Bringing asbestos-based products on to the allotment site.
- Use of concrete on allotments (except for pre-cast products laid on a loose bed)
- Removal from the allotments of any soil, gravel, sand, stones, or other minerals.
- Excessive storage of timber, scrap or similar materials

10.4 Any tyres or glass used must be removed after the tenancy has been relinquished.

10.5 Compost Containers Specification – 1m x 1m x 1m made of wood or plastic.

11. Vermin & Pest Control

The Council arrange for vermin control on the allotments using bait boxes placed at the site. Shooting, poisoning, and trapping are not allowed.

12. Vandalism, Theft & Intruders

Vandalism or theft on the allotments should be reported to the police, using 101 (or 999 if the offenders are still on the site). Please also inform the Clerk by phone or email.

13. Weed Killing

13.1 Weed killing is allowed on site providing the weather conditions are suitable and precautions are taken to ensure the spread of any weed killer onto neighbouring plots.

13.2 The Council encourage the use of alternative methods of weed control & discourages the use of harmful chemicals. See “Climate & Biodiversity Policy & Plan”.

13.3 Carpet and Plastic sheeting – No carpet or plastic sheeting is allowed and weed suppressing material must be permeable for horticultural use.

14. Inspections, Notices, Enforcement & Disputes

14.1 The site is inspected regularly by Council staff & the Inspection Process will be followed. See the Settle Town Council Allotment Inspection Policy.

9. Bees – There are no specific rules over welfare of bees, but the Food and Environment Agency (FERA) is responsible for the bee health policy through its National Bee Unit (NBU). The basic rules of this are that diseases which may be endemic must be notified to the Council & NBU – if in doubt advice can be sought from the NBU who can arrange free inspections.

9.1 The NBU has a database of beekeepers called Beebase and tenants are encouraged to join this.

9.2 Records must be kept of any chemicals used for beehives. Hives must not be sited where the bees can overfly the neighbouring plots as bees get upset if their flight lines are interrupted. The ideal spot is close to a hedge to make the bees rise to fly over it.

9.3 Swarming which takes place normally during May, June & July, can also be a problem as it is possible to get up to 50,000 bees in a swarm. This can be avoided if the contents of the hive are regularly checked, and the Queen cells are destroyed.

9.4 As with poultry, the tenant must have written permission from the Council to keep bees and sign a form of agreement to abide by the conditions.

10. Storage of Materials

10.1 No toxic or hazardous materials or contaminated waste should be stored or brought onto the Site. Any pesticides must comply with current legislation regarding their use and storage. The storing of materials other than for direct and prompt use on the Allotment is prohibited. All such materials must be stored in a safe manner (e.g. glass for cloches) and must not be allowed to become a hazard or nuisance to others.

10.2 The current regulations relating to the use of chemicals and harmful substances must be observed (www.hse.gov.uk/coshh).

3. Structures

3.1 Any structure that is present on the allotment when a tenancy begins will become the responsibility of the tenant. New tenants should therefore ensure that they are prepared to assume this responsibility before accepting the plot.

3.2 No permanent buildings, walls or other structures may be put up on any Allotment by Tenants.

3.3 Any shed, greenhouse or polytunnel which the Council allows on the Allotment must be maintained in a good state of repair and condition to the satisfaction of the Council and if the Council is not satisfied with the state of repair it may order the Tenant to remove the structure.

3.4 A Tenant may only have one shed and either a greenhouse or polytunnel. The maximum dimensions of a shed (or greenhouse) are 10' x 8' (3m x 2.4m) and a height of 7'6" (2.28m). Sheds and greenhouses may be erected without the need for prior consent from the Council.

3.5 A polytunnel may not be erected without the prior permission of the Council and may not exceed 16' x 10' (approx. 5m x 3m).

3.6 Structures should be sited avoiding overshadowing of neighbouring plots or as directed by the Council or Allotment Committee. No permanent footings or bases may be constructed.

3.7 Temporary Structures – shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.

4. Boundaries

4.1 There is no right to go onto other allotments except with the permission of the tenant.

4.2 All bushes and other boundaries on your allotment should be maintained and not be a nuisance to other users of the allotment site or neighbouring allotments.

4.3 Please close all gates when entering or leaving the site. When taking a vehicle onto the site, please drive at a speed appropriate to the site conditions and with due concern for the safety of other users of the allotment site. No vehicles are allowed on Dog Meadow.

4.4 Footpaths must be kept clear. Where a path abuts a plot, the tenant is required to maintain half of the path, i.e. cut the grass and trim the path edges. If paths have been encroached by your plot please take any necessary remedial action to reinstate them.

4.5 There is not a definitive way of identifying the precise boundaries of each allotment. Any dispute about boundaries should be referred to the Council for a decision.

4.6 Tenants may plant hedges or erect fencing or other barriers on or around their Allotment without prior permission but must conform to the Council's approved specification.

4.7 Tenants whose Allotment contains, or is bounded by, an existing hedge, fence or gate permitted by the Council are responsible for maintenance.

4.8 Fences – Timber post and rail fencing no higher than 5' (1.5 m). Chicken wire may be used. Barbed or other similar materials (e.g. razor wire) must not be used on the Allotment.

4.9 Hedges – To be kept to a height of no more than 5' (1.5 m). Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access. No fast-growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

5. Bonfires & Waste

Please see the Settle Town Council Bonfire Code.

6. Trees & Brambles

6.1 Trees must be planted at least two metres away from the boundary of neighbouring allotments.

6.2 Blackberries and brambles can cause nuisance to neighbouring plots due to their fast vigorous growth. Please ensure that old shoots are cut out and removed.

7. Watering

Hosepipes or sprinkler systems must not be used.

8. Livestock, Animals

8.1 All dogs visiting the allotments must be on a lead at all times or kept with-in their owner's plot on a tether. Under the Dogs (Fouling of Land) Act 1996 owners must clear up after their pets. Dogs must be supervised to ensure they only urinate on grass paths well away from allotment crops.

Hens - The tenant must have written permission from the Council to keep poultry and sign a form of agreement to abide by the conditions.

8.2 There are three statutory provisions attached to the keeping of hens on an allotment, namely that hens are not kept in such a manner as to be prejudicial to health, do not create a nuisance to others and do not affect the operation of any other law e.g. animal welfare legislation.

8.3 Section 12(1) of the Allotments Act 1950 abolishes any contractual restriction on keeping hens (and rabbits) on an allotment. **The Act does not refer to cockerels but to hens only.**

8.4 Section 12(1) provides that hens (and rabbits) should not be kept by way of trade or business i.e. eggs or meat from the allotments cannot be sold.

8.5 Under the Animal Welfare Act 2006 it is an offence to cause any unnecessary suffering to any animal and the Act also contains a duty of care to animals where anyone responsible for an animal must take reasonable steps to make sure that the animal's welfare needs are met. This is regardless of whether they are classed as pets or farm animals. The Welfare of Farmed Animals (England) Regulations 2007 sets minimum standards for all farm animals and these are made under the Animal Welfare Act 2006 as above. DEFRA produce codes of practice and EBPC will apply these codes.

8.6 Allotment Holders are responsible for keeping their hens on their own plot and ensure they are fully and securely enclosed.

8.7 The number of hens per tenant is limited to a maximum of 8.

8.8 The Council recommends that anyone keeping hens should complete a voluntary registration form - IRA82.