

RAGLAN COMMUNITY COUNCIL

Allotments Policy

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Approved	Brian Willott (Chair of Raglan Community Council)
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Raglan Community Council Allotments Policy

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Change History

Adoption Date	Reason for Change	Changes
24JAN18	Completely revised version of the RCC Allotments Policy	<ol style="list-style-type: none"> 1. Completely new document drawing on previous documents to provide a reader friendly version 2. How to Appeal against an allotment decision was included specifically on the Ombudsman's recommendation 3. Various sections left as 'Work in progress'
27JUN18	Update to the various 'Work in progress' sections left incomplete in the previous version	<ol style="list-style-type: none"> 1. Section 1 revised inline with comments received from councillors 2. Sections 2-7 updated in line with guidance from the Allotment Committee 3. Appendices A and B included so that all policy and relevant forms are in a single place 4. Reference to GDPR consent form (Appendix B of RCC Data Protection Policy) added

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1 Background to allotments in Raglan

1.1 What are allotments and where are they in Raglan?

An allotment garden, often called simply an allotment, is a plot of land made available for non-commercial gardening or growing of food plants and flowers.

Allotments are formed by subdividing a piece of land into a number of land parcels that are assigned to individuals or families to cultivate for a period of time.

There are a number of allotments in Raglan, of differing sizes, and they are all located at two sites either side of the Usk Road adjacent to the main roundabout in the village.

1.2 Who administers allotments in Raglan?

All allotments in Raglan are owned by the Raglan Community Council (RCC), and are administered by the council.

In order to manage allotments in an efficient manner, at its Annual General Meeting (AGM) in May each year, RCC forms an Allotment Committee, which oversees the day-to-day management of all allotments in the village.

The role of the Allotment Committee is to:

- Oversee the allocation of allotments
- Ensuring that Allotment Tenants adhere to their Allotment Agreement
- Maintain overall upkeep, maintenance and insurance of the allotment sites
- Manage any disputes
- Holding an annual Allotment Tenants meeting – usually held in October

1.3 What are my responsibilities as an Allotment Tenant?

As an Allotment Tenant, your main responsibilities will be as follows:

- Keeping your plot and adjacent paths tidy
- Adhering to your Allotment Agreement
- Adhering to the agreed health and safety practices

The above is merely an overview, and full responsibilities can be found in our Allotment Tenancy Agreement (See Appendix B).

1.4 How much does it cost?

The current charge for an Allotment Tenancy is £18.00 per annum, and new tenants also need to provide a one-off £18.00 deposit in their first year.

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RCC reviews these charges annually, but Tenants will be notified 12 months in advance of any changes to allotment charges.

1.5 Can I share my allotment?

Allotments can be shared, but in order to do this, all tenants wishing to share an allotment need to apply or renew at the same time.

It should be noted that allotments are allocated to individuals and families, thus immediate family members can help cultivate a single allotment in any event.

1.6 Do I need insurance?

Providing that you have paid your annual Allotment Charge and you have signed an up-to-date Allotment Agreement for the current year then you, and your immediate family members, are covered by the Raglan Community Council insurance to visit your Allotment.

1.7 Can I sell my produce?

Allotments are intended for non-commercial gardening or growing of food plants and flowers, and as such cannot be sold.

As well as enjoying your crop of produce from your allotment, you are however able to enter your produce into local shows and swap produce with other allotment tenants.

1.8 Where can I get more information?

If you require any further information on allotments, please feel free to contact the Clerk to RCC, whose contact details can be found on our website (www.raglancc.org.uk)

2 Who is eligible to apply for an allotment

Residents in Raglan United Community (the electoral area of Raglan) who are 18 or over are eligible to apply. Applicants must satisfy the Allotment Committee that they have the ability to maintain the allotment in a reasonable state.

3 How to apply for an allotment

New applicants should apply in writing to the Clerk to the Community council by completing the form at Appendix A – Allotment Application Form.

Applications should be submitted by 31st December and the yearly tenancy runs from 6th April to the following 5th April. Applicants who are unsuccessful in the annual allocation may leave their names on a waiting list for any allotments that become available during the year.

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4 Accepting a New Allotment Tenancy

Once an allotment has been allocated by the Allotment Committee, the new Tenant is required to complete and sign a new Tenancy Agreement (See Appendix B) prior to the first day of February.

The completed Tenancy Agreement should be returned to the RCC Clerk along with the appropriate fees and deposit (See section 1.4).

The Tenancy Agreement will only be valid once the tenant has received a version of the Tenancy Agreement, signed by the RCC Clerk. If you have not received a version of the Tenancy Agreement signed by the RCC Clerk prior to the start of the tenancy year, please contact the RCC Clerk immediately.

5 Renewing an Allotment Tenancy

Providing the allotment tenant complies with the conditions and obligations set out in the Allotment Agreement, they may expect to continue to have their occupation of the allotment renewed from year to year.

Existing tenants are required to complete and sign a new Tenancy Agreement (See Appendix B) prior to the first day of February.

The completed Tenancy Agreement should be returned to the RCC Clerk along with the appropriate fees (See section 1.4).

The Tenancy Agreement will only be valid once the tenant has received a version of the Tenancy Agreement, signed by the RCC Clerk. If you have not received a version of the Tenancy Agreement signed by the RCC Clerk prior to the start of the tenancy year, please contact the RCC Clerk immediately.

6 Giving up an Allotment Tenancy

The tenancy may be terminated by either the council or the allotment holder giving notice in writing at least three months prior to the 31st December in any year, for any of the purposes specified in the "Allotment Acts".

It may also be terminated by the Council at any time after one month's notice, if the tenant is in breach of the terms of the tenancy, non-payment of rent, or bankruptcy of the tenant.

7 The role of the Allotment Committee

The key role of the Allotment Committee is to maintain oversight of the running of the allotments. It will need to identify any problems or issues that emerge and work with allotment holders to resolve them.

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The Committee will want to develop forward plans for maintaining and improving the allotments. Financial decisions will be reserved to Raglan Community Council but the Allotment Committee will be able to put forward recommendations for actions that will maintain or enhance the quality or safety of the allotments.

The Committee will oversee the allocation of allotments, operating within the agreed guidelines, and will advise the Clerk on the issue of allotment agreements. Tenancy Agreements terminate upon the death of the tenant. If the council deems it appropriate, it may give priority, in allocating the allotment, to the immediate family members of the deceased.

8 How to appeal against an Allotment decision

8.1 Lodging an Allotment Appeal

If you disagree with an allotment decision that affects you, you have the right to appeal.

In order to appeal an allotment decision you (the Appellant) must put your request in writing to RCC within one calendar month of notification of the decision.

Options for contacting RCC in writing are as follows:

- You can e-mail us at clerk@raglancc.org.uk
- You can e-mail the Chair of RCC at b.willott@raglancc.org.uk
- You can write a letter to RCC at the following address: Raglan Community Council, Ty-Nant, Old Trap Road, Gilwern, NP7 0HW.

The appeal request should include the following information as a minimum:

- Name, contact details of the Appellant
- Details of the decision that the Appellant is appealing against
- A brief summary of the reasons for the appeal
- Preferred method of contact (such as telephone, email or recorded delivery letter)
- Attach a data consent form (Appendix C)

RCC will endeavour to resolve appeals in a timely and informal manner, but in the event that informal mediation fails, the matter will be referred to a panel of three members.

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8.2 Convening an Allotment Appeal Hearing

When an Allotment Appeal has been lodged with RCC and informal mediation has failed, three panel members will be appointed to hear the appeal. Panel members may be drawn from RCC or may be co-opted as directed by the Council of RCC. One of the panel members will be appointed Chair of the Panel.

A period of 20 working days will be allowed for the Appellant to prepare and submit their case, and for panel members to read and consider it.

The Chair of the Panel, or the Clerk as appropriate, will liaise with the Appellant to agree a suitable date and time for an Allotment Appeal Hearing, which will be held within 2 calendar months of the Allotment Appeal being received by RCC.

It is the responsibility of RCC to provide a suitable venue for such a hearing.

Panel members should, as appropriate, be provided with clerical support to ensure an accurate Minute of the meeting is recorded along with the agreed outcomes.

8.3 Procedure to be followed during an Allotment Appeal Hearing

To ensure that Allotment Appeal Hearings are always clear, consistent and concise, the nominated Chair of the Panel shall:

- a) Introduce those present to the Appellant and explain why they are there;
- b) Explain the purpose of the hearing including a summary of the decision that is being appealed;
- c) Explain how the hearing will be conducted;
- d) The Appellant should present his/her case as supported by any documentary evidence and/or witnesses;
- e) The Chair of the Panel may ask questions of the Appellant and/or witnesses;
- f) The panel members through the Chair of the Panel may ask questions of the Appellant and/or witnesses following their submissions, or at any time, on points of clarification;
- g) The Appellant should have the opportunity to sum up;
- h) The Appellant and any witnesses may then be asked to withdraw whilst the panel members considers the matter;
- i) If it is necessary to clarify any points of uncertainty the Appellant should

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return to respond to any specific matters;

- j) The Chair of the Panel should give the decision of the Allotment Appeal and reasons to the Appellant as soon as possible after the hearing. This will be confirmed in writing within five working days of the hearing date.
- k) A Minute will be kept of the hearing and the appellant will be provided with a copy.

The decision of the Allotment Appeal Panel will be final.

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Appendix A Allotment Application Form

I, the undersigned hereby make a New application to Raglan Community Council for the tenancy of an allotment:-

(PLEASE PRINT) PARTICULARS OF APPLICANT

Full Name:

.....

Address (including postcode):

.....

.....

Telephone Number:

.....

Email Address:

.....

Date of Application:

.....

Signed:

.....

NOTE

- In the event of my application being granted by Raglan Community Council, I agree to sign A Tenancy Agreement as required, and provide a Cheque for Annual Rent and Deposit as outlined in the Allotments Policy at that time.
- Deposits will be refundable after the allotment has been vacated and the site is left clean and tidy.

**PLEASE SIGN AND RETURN THIS COPY TO RAGLAN COMMUNITY COUNCIL CLERK
ALONG WITH A GDPR DATA CONSENT FORM (See Appendix B of RCC Data
Protection Policy)**

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Appendix B Allotment Tenancy Agreement



**This Agreement
is between
Raglan Community Council**

&

.....
(insert full name of Allotment Tenant)

**being an
Allotment holder**

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IT IS NOW AGREED:

1. The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the sixth day of April to the fifth day of April in any one year. Applications must be submitted by the First day of February in the year and the tenancy will be from 1 April to 31 March in any year. The allotment garden numbered(*insert allotment number*) on the Council's allotment site off Usk Road, Raglan at the yearly rent of £18.00 and subject to the provisos and conditions hereinafter contained
2. The Tenant hereby agrees with the Council Allotment Agreement terms which follows:-
 - 2.1. to pay the rent hereby received by the first day of February in any year during the continuance of this tenancy without any deductions whatsoever
 - 2.2. to use the allotment garden as an allotment garden and for no other purpose without the prior consent in writing of the Council;
 - 2.3. to demonstrate duty of care to everyone using or attending the allotment gardens;
 - 2.4. to keep the allotment garden clean free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any paths to a minimum 600mm and roadway included therein or abutting thereon reasonably free from weeds;
 - 2.5. not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the said allotment site;
 - 2.6. not to underlet assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Council;
 - 2.7. not without the prior consent in writing of the Council to cut or prune any timber or other trees or take sell or carry away any mineral gravel sand earth or clay;
 - 2.8. not without the prior consent in writing of the Council to erect any building on the allotment garden AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the Council by the Tenant;

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- 2.9. not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the allotment gardens;
- 2.10. not without the previous consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature; any existing soft fruit bushes can remain but the bushes should not intrude onto any other plot;
- 2.11. not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges ditches or dykes situate in the said allotment site or in any adjoining land;
- 2.12. not to sell the produce from the allotment garden on a commercial basis;
- 2.13. to ensure that any dog brought into the said allotment site is securely held on a leash;
- 2.14. not to keep any animals or livestock of any kind upon the allotment garden extent permitted by the Allotments Act 1950, s. 12(1);
- 2.15. to comply at all times with current regulations;
- 2.16. to take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary when using any sprays or fertilisers;
- 2.17. not to erect any notice or advertisement on the allotment garden;
- 2.18. not to park any motor vehicle on any part of the allotment site except the allocated car park;
- 2.19. to notify forthwith the Council of any change of address of the Tenant;
- 2.20. to yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained;
- 2.21. to permit any officer or other agent or representative of the Council to enter on the allotment garden and inspect the condition thereof and of any building erected or being erected thereon;

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- 2.22. to observe and perform any other special conditions which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of this Agreement.
- 2.23. At all times during the tenancy to observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment garden.
3. The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment garden without any interruption by the Council or any person claiming under or in trust for the Council.
4. This tenancy shall terminate on the death of the tenant. The council may consider transferring the tenancy agreement to an immediate family member.
5. This tenancy shall terminate by either party giving to the other three months' prior notice in writing expiring on or before the 31st March in any year.
6. The tenancy terminates and (s1 (a) allotments Act 1922) a six months' or longer notice to quit expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year;
7. This tenancy shall terminate by re-entry by the Council at any time after giving three months' prior notice in writing to the Tenant (s1 (b) allotments Act 1922) on account of the allotment garden being required
- (i) for any purpose (s1(c) allotments Act 1972) (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or
 - (ii) for building mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;
8. This tenancy shall terminate by re-entry by the Council at any time after giving one month's prior notice in writing to the tenant;
- (i) for non-payment of rent or breach of any term or condition of the tenancy for not less than forty days whether legally demanded or not; or
 - (ii) if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant herein contained; or

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- (iii) if the Tenant shall become bankrupt or compounding with his creditors, or where the tenant is an association, on account of its liquidation.

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by post to the Clerk of the Council at Ty-Nant Old Trap Road, Gilwern, Monmouthshire NP7 0HW.

Print Name:

.....

Print Name:

ADRIAN EDWARDS

Date:

.....

Date:

.....

Signed:

.....

(Tenant)

Signed:

.....

(Clerk to Raglan Community Council)

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