



## **A Guide for Allotment Tenants**



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## Glossary

**Allotment garden** – a piece of land not exceeding certain size limits by law, which is wholly or mainly cultivated by the plotholder for the production of vegetables or fruit by him/herself and family.

**Allotment site** – collection of allotment plots, sometimes referred to as a ‘field’.

**Allotment provider** – Beverley Town Council.

**Allotment authority** – a local council with a statutory provision to provide allotments.

**Plotholder** – the person renting an allotment from an allotment provider (Beverley Town Council), also known as an “allotment tenant”.

**Tenancy agreement** – the legal contract document the plotholder must sign when renting an allotment.

**Organic gardening** – gardening method without the use of chemical fertilisers or pesticides, and focusing on increasing the natural health of soil.

## 1. An Introduction to Allotments

Allotments provide an excellent opportunity to grow your own fruit and vegetables, meet new people and get plenty of fresh air and exercise.

This guide covers the basics of allotment gardening and allotment law to get you started, and there are a range of organisations that can give you help, advice and support.

### What is an allotment?

An allotment garden (commonly referred to as an allotment plot) is a piece of land, which can be rented by an individual for growing fruit and vegetables, for personal and family use (not commercial or business use). Allotments come in a variety of shapes and sizes.

### Allotment site designation

Beverley Town Council allotments are parcels of land acquired or managed by the Council specifically for use as allotments and are known as allotment gardens. These sites cannot be sold or used for other purposes without the consent of the Department for Communities and Local Government. They are known as “statutory allotments” as their acquisition and use are based in law. The Town Council’s owned and managed sites are at Sparkmill, Kitchen Lane, Queensgate, Keldgate and Lairgate.

### Who manages the public allotments in Beverley?

Beverley Town Council manages allotment sites in Beverley. All enquiries and queries should be made via:

The Assistant Town Clerk  
Beverley Town Council  
12 Well Lane  
Beverley  
HU17 9BL  
Telephone: 01482 874096  
Email: [clerk@beverley.gov.uk](mailto:clerk@beverley.gov.uk)  
Website: [www.beverley.gov.uk](http://www.beverley.gov.uk)

## Benefits of allotment gardening

Allotments provide many benefits for plotholders and their families. Plotholders often find that the benefits for themselves also impact positively on their local environment and community too.

Renting an allotment plot gives an opportunity for plotholders to enjoy green spaces away from the pressures of modern living. Tending an allotment at your own pace provides regular physical exercise and occupies your mind.

Meanwhile, the produce you grow can contribute towards a balanced, healthy diet. If you garden organically, you can even reduce the amount of herbicides and pesticides your body consumes.

Being part of the gardening community on an allotment site brings an opportunity to meet and share experiences with people from all walks of life - a chance to learn from others and mentor newcomers or simply have a chat to pass the time of day.

People with a wide range of physical and mental health issues can find particular advantage from the health and social benefits of allotment gardening. Older people can find a particular congeniality on an allotment plot in later life.

Taking advantage of some, or all, of these benefits can give plotholders a tremendous sense of well-being, and offer a sense of place, relaxation and belonging as well as growing healthy food.



## 2.Tenancy Agreements

The Tenancy Agreement is a legally binding contract, setting out the rights and responsibilities of the plotholder. You are required to sign a Tenancy Agreement when you rent an allotment. The Tenancy Agreement tells you what you can and cannot do with your plot. You will receive a signed copy to keep for future reference.

### Why is a Tenancy Agreement needed?

When renting an allotment, you are taking on responsibility for a piece of land, which is entrusted to you. The allotment provider needs to ensure that you will manage the land in an appropriate way during your time as a plotholder, and ensure that the land will be in a fit state to rent out again to another person if you decide to move on. Everyone renting an allotment plot needs to understand their responsibilities and the Tenancy Agreement formalises this.

### What to expect to be included

There are some issues that are required by law on Tenancy Agreements:

- Rent amount you have to pay, including water charges.
- When the rent is due by, who the rent is collected by.
- Rent arrears.
- Prevention of nuisance and annoyance.
- Prohibition of sub-letting to other people by the plotholder.
- Determination of tenancy and notices to quit.
- Compensation.
- Observance of conditions of lease.
- Prohibition of trade or business, ie, cultivation must be for vegetables, fruit or flowers for use by the tenant and family.
- Erection of sheds, greenhouses and other structures.
- Keeping of hens.

Additional items and issues may be mentioned in the Tenancy Agreement. For example, Beverley Town Council include details about bonfires.

Allotment garden plots are rented for the period of one year and can be rolled over to subsequent years. The Tenancy Agreement includes provision for the tenancy to be ended by either the plotholder or the Town Council. If the plotholder has not complied with the terms of the tenancy agreement, the Town Council will be able to give Notice to Quit the plot to the tenant.

### Understanding your responsibilities

It is important that you read and understand the responsibilities in your Tenancy Agreement. You need to conform to the tenancy conditions, not only to protect your own tenancy, but also to ensure that the site as a whole is not brought into disrepute.

## Rules and Special Conditions

In accordance with Tenancy Agreement 2.27 Rules and Special Conditions are in place that have been approved by the Town Council. (See section 10: Rules (Special Conditions) and Policies).

### Being a good neighbour

A desire to garden means you have much in common with your fellow plotholders. There are, however, some matters of social politeness to consider when you take an allotment or, if you are an existing plotholder, when a newcomer arrives. Simple things, such as the time you light a bonfire or play a radio, may impact negatively upon your neighbour's enjoyment of their plot or on adjacent residential amenities. Please be aware of how your actions might impact your neighbours.

## 3. Allotment Rents and Bonds

The Town Council decides how much the annual rent for an allotment will be, taking into account the cost of managing the site, local needs and any special circumstances. If the Council approves a rent increase for the following year, plotholders will be notified.

There is no statutory process of appeal about rent charges. If you are unhappy about the charges, you should take your case up directly with Beverley Town Council.

The Town Council charges a bond of £50 to plotholders at the start of their tenancy. At the end of their tenancy, if the tenant has complied with the conditions contained in the Tenancy Agreement and returns any keys to the sites that are given to them, the bond is refunded to the plotholder.

### How much rent you are likely to pay for the 2024 – 2025 financial year:

Small plots under 125 square yards - £27 per year

Medium plots between 126 and 250 square yards - £33 per year

Plots over 250 square yards - £50 per year

### Paying your rent and bond

Payment to Beverley Town Council is as instructed on your invoice and as stipulated in the Tenancy Agreement. Rent is payable annually and the bond is paid once only at the start of the tenancy.

If you do not pay your rent in accordance with the terms of your Tenancy Agreement, you could lose your tenancy. If you are unable to pay your rent because of financial hardship you should inform Beverley Town Council immediately. Specific payment plans can be arranged.

You do not pay your rent until you receive an official invoice and instruction from the Town Council.

### Water charges

Water charges are included in rental paid. There are communal taps on all sites, however collection of rain water in water butts is recommended.

### How the rent is spent

The Town Council has to pay the following general outgoings in order to keep the site running: public liability insurance, affiliations to national organisations, general maintenance (e.g. skips, grass cutting, plot clearance, tree cutting or repairs), water bills to the local water company, administrative and promotional costs or site rental or lease payments.

## 4. Health and Safety

All activities carry an element of risk and allotment gardening is no exception. Everyone needs to take health and safety seriously, but it is also very important for plotholders not to become too worried and to approach the issue sensibly.

New and existing plotholders have a responsibility (duty of care) to anyone on their plot, regardless of whether they have given permission for them to be there. You should act responsibly and comply with any health and safety instructions mentioned in the Tenancy Agreement, and any subsequent information or Special Conditions given by the Town Council. Health and safety only becomes unmanageable when responsibilities are neglected.

New plotholders will be advised about any ongoing health and safety risks or hazards on the allotment site at the time of taking on the plot and signing the Tenancy Agreement. For example, please make sure that you do not leave broken glass or sharp items lying around.

If you are not sure of your own responsibilities as a plotholder, ask Beverley Town Council about health and safety and what your own responsibilities are.

### How to report hazards and concerns

Plotholders should report concerns about health and safety on their plot, or the site, to The Town Council as soon as they occur.

### Personal safety

Allotment gardeners often spend long periods of time alone on their plot, so it's a good idea to let someone know where you are and what time you will return home. Contact your local police for information about personal safety and crime prevention. Report issues to police on 101.

### Vandalism

Most of the time allotments are havens of peace in an otherwise busy world, where plotholders put in many hours of work. There are fences, hedges and locks but sites are not secure. Do not leave out any items of value and be vigilant. Report any issues to police on 101 and also let the Town Council know.

### Cutting down chemical use

You can do your bit for the environment by relying less on chemical pesticides and fertilisers. There are organisations that can give you help and advice to help you cut down your chemical use. Plotholders have a duty of care to store, use and dispose of pesticides and fertilisers properly. This includes weed killers, rat poisons, fungicides and soil sterilant. Pesticides should never be decanted into any other container. Pesticides should never be brought into the UK from other countries. They should always be stored well out of reach of children and locked away.

### Disposal of pesticides and fertilisers

Plotholders should contact their council waste management department for information about facilities for the safe disposal of surplus pesticides and fertilisers. Pesticides should never be included in household rubbish, burnt, placed in skips, or poured into any kind of drainage system or watercourse.

### Insurance

Tenancy Agreements require plotholders to indemnify the Council – see paragraph 2.23 of the Agreement.

## 5. What you Can and Can't do on your Plot

### Gardening within the rules

The Allotments Acts state that your allotment is mainly for growing vegetables, fruit and flowers for your own and your family's use. This is the basis on which your plot is rented to you. You are not permitted to run a business from your allotment or commercially sell produce.

It is essential that any activities you carry out on your plot are acceptable within the terms and conditions set out in your tenancy agreement. You should not change the nature of the plot in a way that makes it less valuable nor should your activities change your plot in a way that could affect the allotment provider's ability to rent it out again should you leave. Occasionally, some activities may actually threaten the future of your allotment site, as they change the legal designation of the land-use from that of allotments land, e.g. using your plot for commercial purposes.

Check your tenancy agreement in the first instance and consult The Town Council to find out about restrictions that apply. Examples of common restrictions are given below.

### Sheds and Greenhouses

These will not only provide you with shelter, but also storage. You need to apply in writing to Beverley Town Council to install any shed or structure, e.g. greenhouse or polytunnel.

### Ponds

Ponds are not permitted on Beverley Town Council sites.

### Sales

You are not permitted to run your allotment plot as a business. You may only sell genuine surplus produce from your plot – or give it away. You cannot sub-let your plot or sell it.

### Water

Use and connection to the water supply is set out in the Tenancy Agreement. Water butts are encouraged and connection to the Council's water supply can be by pipe to the water butts. Hosepipes must not be used to water the allotment. You must comply with any temporary restrictions imposed by your local water provider. Water butts need to be secured and safe for animals and children, and also kept covered to prevent contamination by sunlight (which encourages algae growth), insects, rats, and bird droppings etc.

### Bonfires

Conditions for burning and times for permitted bonfires can be found in your Tenancy Agreement. Bonfires can cause a nuisance to neighbours and other ploholders. Please be considerate as nearby residents may have washing out to dry or windows open in good weather. Beverley Town Council only permits ploholders to have bonfires on their own allotment from 1<sup>st</sup> October to 31<sup>st</sup> May. Ploholders may only burn allotment green waste. You are not permitted to burn items brought from home or any non-allotment material. (Please refer to The Town Council Tenancy Agreement paragraph 2.15, and also the approved Special Conditions on bonfires on page 10). The burning of painted timbers, plastics and other non-plant material can also cause soil or smoke pollution.

### Waste disposal

You **MUST NOT** bring items onto your plot unless you know they will serve a useful gardening purpose and you know how you are going to dispose of them appropriately. You must remove and clear waste from your allotment and from the site at your own expense.

## 6. Livestock and Beekeeping

### Which livestock can be kept on allotments?

Provided the plot is used mainly for growing vegetables and fruit, plotholders are allowed to keep hens (but not cockerels) and rabbits on their allotment. You should contact Beverley Town Council in the first instance to request permission if you wish to keep hens or bees. The Town Council will carry out spot checks, with or without notice, on hens and their welfare conditions and may report any concerns to an appropriate authority such as the RSCPA. Hens must be provided with adequate housing and space.

### Beekeeping

Beekeeping can be a rewarding pastime and help to enhance local biodiversity. Plotholders wishing to keep bees on their allotment should obtain the permission of Beverley Town Council. Beverley Town Council may insist that you take part in accredited training before you can keep bees, limit the number of hives you can have, or stipulate their location on your plot. You should be prepared for the associated costs of installing hives, equipment, protective clothing, insurance and training. You **MUST** join the British Beekeeper's Association and are advised to join the Beverley Bee Keeper's Association ([www.beverleybeekeepers.co.uk](http://www.beverleybeekeepers.co.uk)).

## 7. Protection and Legislation

### Legal Advice

The legislation relating to allotments is very complex. If you have a specific legal enquiry, you should contact Beverley Town Council in the first instance for clarification of the law with respect to your circumstances.

The National Society of Allotment and Leisure Gardeners provides a comprehensive and specialist legal service to its members.

## 8. How do I get Started?

Once you've decided that you want an allotment you may find it useful to talk to your fellow plotholders, in addition there are lots of resources and organisations that can give you advice to get you started.

This section aims to give a few simple pointers based on the experience of real people who have started from scratch.

### Commitment

The first thing to realise is that having an allotment can be a wonderful experience. The more you put into it, the more you'll get out. At the very least you will need to be able to commit several hours a week, come rain or shine. Hopefully you'll be so interested and enjoy it so much that you will put in more time.

If you have to go onto a waiting list, learn about growing while you wait – there are plenty of books and magazines that give simple, month-by-month guidelines on what to grow and when. Local groups may run classes and the best advice is often from other gardeners – but remember there is always more than one way of doing things.

## Your plot

Firstly, check your new plot for hazards. It's best to be on the lookout for anything from broken glass to barbed wire, rusty nails, brambles and nettles. If you have children, wait until you are happy that they will be safe there before you bring them along.

Start with getting some basic tools for the job, including protective gloves and suitable footwear. All good hardware stores and garden centres have a range of tools. You may find that after experimenting you rely on just one or two essential tools. Keep them locked up in a shed on your plot unless you take them home.

Consider whether to get the whole plot under control at once as it may be too much to do. Clearing your plot, a little at a time is often more useful. This way you'll concentrate your efforts on a patch that can become productive quickly. As soon as you clear a patch, get some produce growing in it. If you don't, weeds will be back. Small beds with paths in-between enable you to prepare only the soil that you are going to grow in.

You can cover areas that are waiting to be cleared with a mulch to suppress the weeds - this will make it easier to clear and prepare later. There are a variety of methods for mulching, from organic materials to black plastic membrane. You must not use carpets as these leech pollutants into the soil and can be difficult to remove when weeds grow through them.

Identifying weeds can be difficult when you are new to gardening. Identifying weeds and other plants can easily be done by asking other plotholders, looking at pictures in gardening books, the internet or other gardening literature. Apps are now also available for smart phones and tablets.

It is important that plotholders try to reduce their consumption of water. They can do this by collecting rainwater through drainpipes from sheds and water butts. Composting is an effective and environmentally friendly way of recycling organic waste. Homemade compost will help improve the fertility and structure of your soil. Be careful NOT to compost perennial weeds as they will most likely survive the composting process and simply regrow when you spread your compost on your plot.

Remember - taking on an allotment is a long-term commitment. Do not be discouraged when things do not go according to plan, but celebrate your successes and enjoy the fruits of your labour.



## 9. Resources

### **National Society of Allotment and Leisure Gardeners (NSALG)**

Tel. 01536 266 576

[natsoc@nsalg.demon.co.uk](mailto:natsoc@nsalg.demon.co.uk)

[www.nsalg.org.uk](http://www.nsalg.org.uk)

### **RHS – Royal Horticultural Society**

<https://www.rhs.org.uk/vegetables/allotments-getting-started>

<https://www.rhs.org.uk/advice/beginners-guide/allotment-basics>

### **National Vegetable Society – East Yorkshire District Association**

<https://nvseyda.wordpress.com/allotments/>

### **Allotment and Gardens**

<https://www.allotment-garden.org/>

### **National Garden Scheme**

<https://ngs.org.uk/top-tips-for-new-allotment-holders/>

### **Gardeners World**

<https://www.gardenersworld.com/how-to/grow-plants/allotment-year-planner/>

### **Beverley and District Allotments Association**

Queensgate Site, Plot 1

There is a notice board with full contact details.



## **10. Tenancy Agreement Rules (Special Conditions) and Policies**

### **ALLOTMENT RULES (Special Conditions Paragraph 2.27 Tenancy Agreement)**

#### **ALLOTMENT TENANCIES**

The contract (Tenancy Agreement) is between the Town Council and the tenant. We cannot discuss any issue with anyone else with regard to a particular plot for Data Protection reasons.

If you need or wish to give up your plot during the year, please get in touch with the Office as soon as possible in order to keep overgrown plots to a minimum.

If you are ill, going into hospital or are suffering any other difficulty, please let the Office know so that we can keep a record and not send letters to you if your plot becomes untidy as a result. Communication is key in these cases.

If you are the tenant of a full plot and find that you cannot manage it, please speak to the Office about splitting the plot in half to make it more manageable.

If someone is helping you who is not a tenant, please let the office know so that we can keep a record of this. Persons helping a tenant do not have any rights to the plot and in the event of the tenant relinquishing the plot, persons assisting the tenant will not be given the tenancy without being an original party to the Tenancy Agreement at the commencement of the tenancy. Persons assisting a tenant may be asked to leave the site should any problems or incidents occur.

Allotment sites are not public open spaces as they consist of plots of land where contracts exist between the Town Council and private individuals (like private residents renting local authority housing). Allotment sites are therefore private. Trespassers on site may be asked to leave or reported to the Police should problems occur.

Should a death of a tenant occur, please make sure that a family member knows to contact the Office to let us know if this happens. Plots do not automatically transfer to existing family members but the Council does view each tenancy on its own merits.

If you change address, please let the Office know as soon as possible so we can keep your contact details up to date.

#### **THEFT AND DAMAGE**

From time to time, theft or damage may occur on the allotment sites. If this occurs to your property or you witness anything unusual, please report this immediately to the Police using phone number 101. If the incident is in progress, please phone 999. Please also report this to the Office so we can monitor what is happening on the sites.

The allotment sites are not secure despite some of them having fencing/partial fencing or locked gates. Unfortunately, incidents are becoming more regular and it is always distressing for tenants when this happens. The Council and Officers monitor the situation and will work with the Police.

Please ensure that all gates are shut and locked where appropriate when entering and leaving the allotments.

## **ALLOTMENT ASSOCIATION**

Beverley & District Allotment Association can be found on the Queensgate site at the Shop (at the Kitchen Lane end of the site). Membership is £1 per annum and to join please visit the Shop which is open each Sunday morning from 10 am to 12 noon from February to October. A wide variety of products to purchase as well as advice on allotments and growing can be obtained as well as a friendly and cheerful welcome.

## **GDPR AND PRIVACY**

Due to the General Data Protection Regulation (GDPR), only Council Officers are legally allowed to have access to tenants' details and to communicate with tenants in an official capacity. Your details are kept securely in line with the regulations. If you haven't completed a GDPR form to permit the Council to retain your details, please contact the Office.

## **POISON**

You must not keep poison on site at all.

The Council has Service Level Agreements with ERYC for all sites with regard to rats and vermin including wasps. Under this contract, ERYC visit the sites at certain times of the year, but if you see a problem, please do not put down poison on your plot, but do get in touch with the Office as we can call out our contractors to sort out the situation. Please do not interfere with ERYC bait boxes as these are monitored.

## **BONFIRES**

Due to ongoing complaints received regarding nuisance caused by bonfires on the allotments the Town Council reminds tenants about burning allotment waste responsibly. Please remember that:

- Bonfires are only permitted on your allotment from 1<sup>st</sup> October to 31<sup>st</sup> May.
- Only allotment waste can be burnt – you cannot take items from home onto your plot to burn.
- Tenants must not put waste on someone else's plot to burn, resulting in large bonfire stacks.
- Keep bonfires small and you must not leave them unattended once lit.
- If you have a plot next to residential garden or fence, bonfires must be set on your plot as far away from the fence as possible. Please be considerate and don't have a bonfire on good weather days when residents may have open windows or washing out.
- Don't have bonfires on windy days when smoke nuisance will occur.
- We also encourage you to try alternative ways of waste disposal, such as composting, to help reduce Beverley's carbon footprint.

## **WASTE**

You must not bring non-allotment waste or household items onto the allotments, as this causes the allotments to become untidy and the Council cannot get rid of it.

Please do not bring carpets onto your allotment to smother weeds – this is causing serious issues with subsequent tenants as they are not able to cultivate plots due to carpets being buried on the plot and carpets leech pollutants into the soil.

## **DOGS**

Only tenants' dogs are permitted on site. These must be kept on a lead and not permitted to roam on other tenants' plots which may cause damage or upset. Please pick up dog waste. The allotments are not public areas for walking dogs – any nuisance should be reported to the Town Council.

## CONDITIONS FOR KEEPING POULTRY ON ALLOTMENT SITES

Plotholders should not bring or keep on the Allotment any animal or poultry (except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12) without first obtaining the written consent of the Town Clerk which consent may be granted subject to such conditions as the Town Clerk may think fit to impose as per section 2.13 of the Tenancy Agreement.

1. For the purpose of poultry, the tenant may erect a shed/pen. This shed shall be raised 15" off ground level. All timber used in the structures shall be of good quality, fit for the purpose for which it is used and free from splits or similar defects and under no circumstances must asbestos be used in the construction of the shed/pen.
2. At the termination of the tenancy, the shed/pen shall be removed by the tenant or if not removed the same shall thereupon become the property of the Beverley Town Council and no compensation shall be payable.
3. A member/officer of the Beverley Town Council shall at any time be entitled to enter and inspect the plot and shed/pen thereon.
4. The tenant shall deposit all manure and other residue emanating from the shed into a compost heap or into the plot where it must immediately be dug into the soil.
5. The shed/pen shall be cleaned out at regular intervals and during the months of March to October the tenant shall regularly spray the shed/pen and the immediate surround with a safe and otherwise suitable insecticide.
6. The tenant shall keep all feeding stuffs in closed and otherwise rodent proof containers. Hay and straw shall not be stored in the shed.
7. The maximum number of 6 hens (No cockerels) will be permitted to be kept at any one time.
8. A written application must be submitted to the Clerk to Beverley Town Council and written consent must be given before any hens are kept on the allotment.
9. **From October 2024, it is a legal requirement for the keeper to register poultry and birds with DEFRA. This can be done using the following link where there is also legal guidance:**  
<https://www.gov.uk/guidance/register-as-a-keeper-of-less-than-50-poultry-or-other-captive-birds>
10. Tenants who keep hens **MUST** comply with any temporary notices either given by the Town Council or Government Department with regard to complying with the safe keeping of birds during times of disease or other issue. Notices will be sent to tenants or erected on site.

## CONDITIONS FOR NEW GREENHOUSES OR POLYTUNNELS ON ALLOTMENT SITES

1. 8ft x 10 ft is the maximum size that is allowed by the Beverley Town Council.
2. The Greenhouse/polytunnel must be erected on appropriate foundations properly constructed to give sufficient stability to the structure. The structure must be secured to the foundations.
3. All materials used in the structure shall be of good quality and fit for the purpose for which it is used. Under no circumstances must asbestos be used in the construction.
4. Glass may be used, but clear rigid horticultural PVC sheet is recommended. Polythene sheeting is not permitted.

5. A member/officer of the Beverley Town Council shall at any time be entitled to enter and inspect the plot and greenhouse thereon.
6. At the termination of the tenancy, the greenhouse shall be removed by the tenant or if not removed the same shall thereupon become the property of the Beverley Town Council and no compensation shall be payable.
7. A written application must be submitted to the Clerk to Beverley Town Council and written consent must be given before any greenhouse can be erected on the allotment.

### **CONDITIONS FOR NEW SHEDS ON ALLOTMENT SITES**

1. 8ft x 10ft is the maximum size that is allowed by the Beverley Town Council.
2. The shed must be erected on appropriate foundations properly constructed in an approved material to give sufficient stability to the structure. The structure must be secured to the foundations.
3. All timber used in the structure shall be of good quality and fit for the purpose for which it is used. Under no circumstances must asbestos be used in the construction.
4. The whole of the woodwork including the door and framework must be regularly maintained.
5. A member/officer of the Beverley Town Council shall at any time be entitled to enter and inspect the plot and shed in accordance with paragraph 2.14 of the Tenancy Agreement. Tenants may be required to remove sheds/greenhouses if they are not maintained to a satisfactory standard as determined by the Town Clerk.
6. At the termination of the tenancy, the shed shall be removed by the tenant or if not removed the same shall thereupon become the property of the Beverley Town Council and no compensation shall be payable.
7. A written application must be submitted to the Clerk to Beverley Town Council and written consent must be given before any shed can be erected on the allotment.
8. Existing sheds or equipment may be taken on by tenants new to a plot. These will become the responsibility of the new tenant.

There are some large structures on the allotment sites and at the end of tenancies these structures are now being removed because of their large size, potential planning issues, difficulty in maintaining them and the long-term high cost to the Council to remove them. Many of these structures are historical and have been there many years but are now unsafe and the Council cannot allow this to continue. Tenants must request permission for sheds and greenhouses under the terms of their Tenancy Agreements and it is usual now for the Council to grant permission for those in the region of 8 ft by 10 ft.

***Please seek permission from Officers for the siting or a shed, polytunnel or greenhouse on the allotment.***

### **PARKING**

The Town Council does not provide car parking for the allotment sites. Tenants must not park on the sites or plots as this will cause obstruction and damage to the main pathways. Tenants are permitted to drop items off at their plots only and must remove vehicles from the site after doing so. DO NOT obstruct the gates to the allotment sites by parking in front of them.

## ALLOTMENT POLICIES

The Town Council has approved two policies to assist with the administration of the allotment sites and the management of the Tenancy Agreements – see page 16 onwards.

The Allotment Cultivation and Inspection Policy standardises the process of plot inspections and letters for non-compliance whilst giving tenants the opportunity to inform the Council of any reason why they may not be able to work the plot, for example illness, accident, hospitalisation, or being away for extended periods of time etc.

The standard of 60% cultivation is taken from advice given by the National Society of Allotment and Leisure Gardeners.

The Allotment Waiting List and Lettings Policy standardises the process of managing the waiting list and letting plots.

The Council is keen that tenants engage with Officers if there is any reason that they are not able to manage their plots and we are keen to work with tenants should they be experiencing difficulties – please email [admin@beverley.gov.uk](mailto:admin@beverley.gov.uk) or [clerk@beverley.gov.uk](mailto:clerk@beverley.gov.uk) if this applies to you.

Letters of non-compliance with other aspects of the Tenancy Agreement such as payment of rent, bonfires and nuisance will also be sent to tenants if this is needed.



## **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, polytunnels and integral/boundary plot paths 18 inches in width or less which must be maintained by the tenant.
- The remaining 40% of the plot will include sheds, lawns, uncultivated areas 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 up to 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.
- Consider independent organisations who may be able to assist

## **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: 21<sup>st</sup> January 2025

Signed: Chairman of the Town Council  
Councillor D Boynton

Signed: Clerk to the Council  
Matthew Snowden



## **Beverley Town Council Allotment Waiting Lists and Lettings Policy**

### **1. General**

Beverley Town Council recognises waiting lists as evidence that there is an insufficient supply of allotments within the town, and it will make every effort to address the shortfall, in accordance with the statutory duty to provide allotments where there is a demand for them.

### **2. Management of Waiting Lists**

Fair and efficient management of waiting lists is an important part of supporting the right to cultivate an allotment garden. Lists should be maintained using procedures that are transparent and not open to abuse.

Beverley Town Council undertakes the following to manage waiting lists:

- Waiting lists are managed by the Assistant Town Clerk & Civic Officer or other nominated Officer.
- Two waiting lists are managed – one for those applicants who reside within the Town boundary and one for those applicants who reside outside the Town boundary.
- Beverley Town Council upholds the traditional practice of offering vacant plots to persons on any waiting list in the strict time order in which their name was entered on the list, as the fairest method of allocating plots until such time as the supply of plots is brought into line with the demand for them.
- Beverley Town Council prioritises waiting lists according to residential location, and priority will always be given to applicants on the waiting list who reside within the Town boundary in order to satisfy demand firstly for residents of the Town as is required by law.
- Should the demand on the waiting list for applicants within the Town boundary become satisfied, allotments may be let to applicants from outside of the Town boundary in date order of application in order that allotments are fully tenanted and do not become uncultivated, in a deteriorated condition and to provide consistent revenue.
- The waiting lists will be monitored by the Assistant Town Clerk & Civic Officer and regular reports (once a quarter or as required) shall be made to the Planning, Environment & Services Committee.
- Beverley Town Council opposes the closure of waiting lists, irrespective of their length, because waiting lists are an important measure of the unsatisfied demand for plots, and thus of the need to expand supply if the allotment provider is to fulfil its statutory duty to provide a sufficient number of allotments.
- However, applicants from Woodmansey and Molescroft or elsewhere will be referred to the relevant Parish Council.

### **3. Operation of Waiting Lists**

Beverley Town Council undertakes the following with regard to operation of waiting lists:

- Applicants for allotments are listed on the allotments waiting list database in the relevant waiting list section according to residency.
- The database is kept up to date on receipt of an application to ensure ongoing accuracy of any waiting list.
- Applicants for plots are listed in date order and their preferences are noted in respect of wishes for individual sites and size of plot.
- Requests for second plots, although noted on the waiting list, are not normally granted due to the size of the waiting list unless demand is fully satisfied.
- All personal details are held in accordance with the Town Council's GDPR requirements.

### **4. Management of Lettings**

Beverley Town Council undertakes the following with regard to the management of lettings:

- The Assistant Town Clerk & Civic Officer manages the day-to-day lettings on behalf of the Town Council.
- The Town Council believes that its procedures for notifying prospective tenants of a vacancy should be fair and transparent. The Town Council also recognises the need for a speedy process if plots are not to become derelict while vacant, and the right of people on a waiting list to know where they stand on the list at any particular time.
- Other than in the case of an NTQ (Notice to Quit), when an existing tenant notifies the Council that they wish to end their tenancy, a date will be negotiated with the outgoing tenant by which time they will remove their possessions and any items they would like to take from the plot. On that date the Council will then be in a position to survey the plot for any clearance required and then re-let.
- The Assistant Town Clerk & Civic Officer or nominated Officer will visit the plot and inspect it. Notes and photographs will be taken.
- The Assistant Town Clerk & Civic Officer will make a decision whether the refund will be made of the bond charged on letting, subject to the condition of the plot in accordance with the Allotment Policy for Cultivation Standards. The outgoing tenant will be notified and liaison undertaken with the RFO for refund or movement within Town Council funds.
- The Assistant Town Clerk & Civic Officer will make a decision as to whether any clearance is required and instruct the contractor contracted to undertake such work accordingly as long as this is within the terms of the approved contract.
- Any work outside of the contracted terms will be quoted and priced within the terms of Financial Regulations. A decision as to its operation will be made by the Town Clerk or Planning, Environment & Services Committee subject to Financial Regulations or Scheme of Delegation and subject to budget, the size of the work required and quotes received.

- A letter offering the plot will be sent by email (if email is available) or post confirming the plot number, size, rent and bond to the next applicant on the waiting list in date order taking into account preferences for individual sites.
- The offer will contain details of an appointment to view the plot.
- The arranged viewings will be managed so as to coincide with other viewings as far as possible to manage time efficiently and will be undertaken by the Assistant Town Clerk & Civic Officer or other nominated Officer.
- Plots are viewed by applicants; information is given by Officers and usually a decision is reached at that point whether the applicant wishes to take the plot.
- If the applicant wishes to take the plot, a key to the site is given to the applicant immediately so that they are able to start work on the site to prevent uncultivated areas deteriorating. Tenancy Agreements, an Invoice, GDPR form and any other information are sent to the applicant as soon as possible following the decision.
- The allotment database and waiting list database are amended accurately at each point in the procedure to ensure ongoing accuracy of the position.
- Monitoring for the return of signed Tenancy Agreements and the payment of rent and bond are undertaken and subsequent follow up letters sent if these are not returned. The procedure for the re-letting of the plot is not completed until these are received by the Council and the databases amended for the last time for that plot in order that the contract between the Council and the tenant is completed satisfactorily.
- From time-to-time applicants may not wish to take on a specific plot for various reasons – it is too big, too small, overgrown, wrong site, current illness or other specific reason – this often occurs when details or requirements are not known. When this occurs, the applicant will be offered another plot when one becomes available.
- When the applicant has received two offers of plots and not agreed to either of them, a decision will be made to either remove the applicant from the waiting list or put them to the bottom of the list dependent on circumstances and the applicant will be notified accordingly.
- Should an applicant not attend a mutually agreed appointment with an Officer to view a plot for a second time, they will be removed from the waiting list and notified accordingly.
- The Council will take into account specific conditions/requirements that applicants may have when offering plots to applicants to ensure that the provisions of the Equality Act 2010 are observed. Sometimes, conditions/requirements are not known until the viewing stage if the applicant has not made the Council aware. Should the offered plot not be suitable, a more suitable plot will be made available as soon as it is possible to do so. This may include a smaller plot or one nearer to a footpath or exit subject to their needs. At all times, the applicant will be treated fairly and their needs accommodated where possible.
- From time to time, it may be requested by an existing tenant to transfer plots or there may be circumstances where the Assistant Town Clerk & Civic Officer deems the transfer of a tenant to be necessary. In those instances, the next available suitable plot will be offered to the transferring tenant subject to the tenant relinquishing the plot that they currently occupy. Dates for the transfer are negotiated and paperwork completed.

- All records are kept in accordance with GDPR requirements and subject to the Town Council's Records Management Policy.

## 5. Plot Sizes

Beverley Town Council operates the following in respect of plot sizes in accordance with waiting list demands:

- Beverley Town Council recognises that whilst a maximum size of a holding permitted for an individual is defined by statute, there is no legal definition of the minimum size of an allotment garden,
- The Town Council uses customary standards which have been widely adopted, especially the historic '10 pole plot' (c.250 m<sup>2</sup> or c300 sq yards). The Town Council operates flexible provision of allotment gardens on every site in such sizes (within the legal maxima) which best fit the aspirations and capabilities of present and future plot holders in the locality.
- The Town Council uses this template for the subdivision of allotment land where appropriate, as something that is well understood, that can be readily and flexibly subdivided on a temporary basis, yet facilitates a clear and economical permanent infrastructure of paths, carriageways and water supply facilities.
- The Town Council uses three allotment size bandings for rent purposes. Up to 125 square yds; from 125 to 250 square yds; and over 250 square yds. This is due to the historic subdivision of allotment land on the sites. Plots are re-measured when split or returned to full plot and up to date information is recorded on the allotment database.
- The Town Council recognises that where waiting lists exist, the division of allotment land into large plots can be a source of frustration for those who are waiting, particularly when the plots concerned are not being cultivated to the standard required. The Town Council believes, however, that it is unreasonable to expect existing tenants in good standing to surrender all or part of their holding simply to enable providers to reduce waiting lists, particularly when there is no explicit warning in the tenancy agreement of the possibility of a plot size reduction at a later date.
- The subdivision of plots which have fallen vacant and of a size that is in demand, is recognised by the Town Council as a short-term response to waiting lists, to be undertaken alongside continuing efforts to expand the supply of land available for allotment gardening.  
The Town Council recognises that where there is nobody on the waiting list for a plot, there may be opportunities for tenants in good standing to increase the size of their holdings or take on a second plot to more accurately match their aspirations. The Town Council endorses such upsizing, as being in the best interests both of the tenants concerned and effective management of the site as a whole, providing that the holdings that result are within the maximum allowable in law.

Date of adoption: 21<sup>st</sup> January 2025

Signed: Chairman of the Town Council  
Councillor D Boynton

Signed: Clerk to the Council  
Matthew Snowden



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