



**SHAVINGTON**  
CUM  
**GRESTY**

**Shavington-cum-Gresty Parish Council**  
Main Rd, Shavington, Crewe, CW2 5DP

## **Allotment Policy**

Adopted by Shavington cum Gresty Parish Council on 7 July 2021  
Amended by Shavington cum Gresty Parish Council on 2 February 2022  
Amended by Shavington cum Gresty Parish Council on 5 October 2022  
Amended by Shavington cum Gresty Parish Council on 3 July 2024  
Amended by Shavington cum Gresty Parish Council on 14 November 2024

### **1. Definitions and Interpretations**

“The Council” means Shavington-cum-Gresty Parish Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

“Allotments” means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.

“Allotment Tenant” means any person, 18 years or older and residing within the Council area of Shavington-cum-Gresty, who has entered into an Allotment Tenancy agreement for an allotment plot situated within one of the Council’s allotment sites.

“Allotment Tenancy” means the tenancy agreement incorporating these Allotment Rules and any subsequent amendments.

“Allotment Plot” means a defined area of land, within each allotment site, that is available to rent for an annual sum.

“Allotment Rent” means the annual charge for renting an allotment plot for 12 months, from the 1st April to 31st March. This charge is reviewed annually by the Council.

“Minimum Charge” means the minimum invoice amount that will be issued by the Council.

“Cultivation” means actively growing plants during the main growing season on an area of no less than 75% of the total plot area.

“Non-Cultivation Notice” means a formal notice, sent in accordance with section 7 of these Rules, calling on the tenant to commence cultivation or face further action leading to the termination of the allotment tenancy agreement.

1.1 The Council reserves its right to change the Allotment Rules and procedures from time-to-time, but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Council’s website, on-site noticeboard and by letter). The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.

1.2 Grandfather rights shall apply up to the date in which this policy has been approved by Council.



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## **2. Eligibility Criteria and Allocation of Plots**

2.1 To be eligible for an allotment a person must be 18 years or older and reside within the boundary of Shavington-cum-Gresty Parish Council (section 23(1) of the Allotments Act 1908).

2.2 The Council will supply information regarding available plots, on a site by site basis, and provide site maps to allow applicants to visit and inspect potential plots before making a decision to confirm their interest in a particular plot. The Council may also have informal arrangements with a number of existing allotment tenants and site representatives who have agreed to show potentially interested tenants around their site.

2.3 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

2.4 All allotment plots are let on an “as seen” basis. The Council does not routinely carry out improvement or clearance works for new tenants.

2.5 The Council operates a Waiting List. When a plot becomes vacant the plot is offered to the person on the top of the waiting list. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to, or cannot, take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the waiting list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”.

2.6 The Tenant shall not sublet or assign or part with possession of any part of their allotment plot.

2.7 In exceptional circumstance the tenancy of the plot might be transferred to a close family member by Council’s resolution, provided that at the time of the application supporting evidence are supplied to justify the request. The decision of the Council will be final.

## **3. Allotment Tenant Responsibilities**

3.1 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to seed or to cause a nuisance to neighbouring plots.

3.2 Tenants must only use their allotment plot for their own personal use, and must not use their plot to carry out any business or grow produce for sale.

3.3 The tenant shall not deposit, or permit to be deposited, any refuse, rubbish or extraneous matter on their plot, or any other part of the allotment site. All arising’s from the permitted allotment activities shall either be composted on the plot or burnt as outlined1.

3.4 Bonfires are not permitted.

3.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.



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3.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or in a boundary hedge.

3.7 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

3.8 The tenant shall maintain any shrubs, conifers or trees to a maximum of three metres in height and within the boundaries of the allotment plot. Fruit trees such as apples, pears and plums, the tenant must use dwarfing rootstock.

3.9 The tenant shall not, without the written consent of the Council, plant a hedge or install any type of fence around or on their plot.

3.10 Where a plot adjoins a boundary hedge or ditch, the tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches kept cleared.

3.11 The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.

3.12 The tenant shall not keep, or allow other persons to keep animals or livestock (except hens, but not cockerels, or rabbits) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to always demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits, and will not cause a nuisance to other allotment tenants (section 12 of the Allotments Act 1950). Any structure required to keep hens or rabbits on a plot is subject to the provisions of section 5 of these Rules. Additionally, tenants must adhere to all relevant national regulations concerning the keeping of poultry, including the responsibility to register as a keeper.

3.13 The Council encourages tenants to keep bees, in order to promote biodiversity. However, the tenant will need to notify the Council prior to commencing to keep bees or beehives on any Allotment Site. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants.

3.14 Tenants are permitted to use the main water system only while their plot is being attended

### **Disputes and Tenant behaviour**

3.15.1 Any disputes between tenants should be referred to the Council and the decision of the Parish Clerk will be binding on all tenants involved in the dispute.

3.15.2 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers or members of the public.

3.15.3 The Council operates a corporate complaints procedure, and details can be obtained from the Council.

3.16 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.

3.17 Tenants who use pesticides are legally responsible for using these chemicals correctly and effectively. Tenants are advised to refer to the Health and Safety Executive guidance available at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>



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3.18 When using any pesticides or fertilisers on their plot, the tenant must:

- only use domestic grade pesticides;
- take all reasonable care to ensure that other plots, rivers and waterways, grass roads and paths, hedges and trees are not adversely affected, and must make good or replant as necessary should any damage occur;
- select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;
- comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database, available at <https://secure.pesticides.gov.uk/garden/prodsearch.asp>, to ensure that specific products may be lawfully used.

3.19 Tenants are prohibited from storing pesticides or other potentially toxic chemicals on allotment plots or in allotment sheds.

3.20 The tenant shall not, without the written consent of the Council, install ponds on their plot(s). Requests to install ponds on allotment plot(s), for example for encouraging the habitation of frogs, will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:

- Size of allotment plot;
- Proposed size of pond;
- Proposed location of pond on allotment plot; and
- Proximity to communal paths and roadways.

3.21 The Tenant is required when entering or leaving the allotment site to lock the gates behind them at all times.

3.22 The Council accepts no liability for any loss, damage or injury to tenants, guests or any other person, or their belongings occurring on allotment sites.

3.23 It is recommended that tenants ensure that they have adequate public liability insurance cover.

3.24 Tenants are not permitted to take, remove or borrow crops, equipment or supplies that belong to other persons without prior consent of the owner thereof.

3.25 Tenants are not permitted to keep any vehicle(s) at the Allotment Site, or obstruct roadways.

#### **4. Council Responsibilities**

4.1 The Council will provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, [www.shavingtononline.co.uk](http://www.shavingtononline.co.uk)

4.2 Tenants are advised to consider the National Allotments Association guidance available at <https://www.nsalg.org.uk/join-us/allotmenteeers-liability-insurance/>. Tenants may also discuss public liability cover with their relevant allotment site representative.

4.3 The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.



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4.4 The Council will promote best practice on all its allotment sites, and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

4.5 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key or code for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. Where keys are provided by the Council they remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.

4.6 The Council will arrange for ground maintenance operations to be carried out on every site through its Grounds Maintenance contract. This will include grass cutting on all the roads, (but not the small paths between plots), and boundary hedge cutting

### 5. Buildings and Structures

5.1 The Council, as landlord, will give permission for tenants to erect one shed and one greenhouse on every plot with neither to be larger than 1.9 metres by 2.6 metres (approximately 6 feet by 8 feet), and the apex of the roof to be no higher than 2.5 metres. Written permission from the Council is required to erect any further provision or structure larger than this size, such as polytunnels. Such larger structures may also require planning permission.

5.2 The Council's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

5.3 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.

5.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith.

5.5 Buildings and structures must not be installed on a permanent base, and must be at least 8 metres away from any riverbank and at least 2 metres from the site boundary.

5.6 When a tenant ceases their tenancy on a plot, they are expected to remove their buildings and structures from the allotment site before their plot is reallocated, unless otherwise agreed with the Council. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.

5.7 Tenants must not remove, demolish or alter in any way sheds or structures provided by the Council and the Council is not liable for loss or damage to any contents stored in sheds and structures owned by the Council.

5.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, lubricants or other inflammable materials.



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5.9 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.

### 6. Site Management

6.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.

6.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers to meet allotment tenants, and to receive feedback.

6.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:

- A minimum area equal to 75% of the total plot should be under cultivation and in active use during the main growing season (March to September).
- Tenants will ensure that areas of uncultivated ground do not become overgrown to an extent that it will become inconvenient to other or future tenants.
- Tenants are permitted to cover an area of their plot with a cover to inhibit the growth of weeds. Rubber backed carpet is, however, not permitted for this purpose.
- The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum area is under cultivation.
- Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass exceeding an area equal to 20% of the total plot area. The minimum cultivation rule is still expected.
- The Council will allow new tenants 3 months to cultivate 25% of the plot and 6 months to reach the 75% cultivation requirement. If additional time is required tenants must contact the Council to request a further grace period.

6.4 Any site problems should be reported to the Council as soon as possible.

### 7. Termination of Allotment Tenancy Agreements

7.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

7.2 The Council has the right to terminate the tenancy agreement if the Tenant is found to be in breach of any of these Allotment Rules.

7.3 The Council further reserves the right to terminate an allotment tenancy via one month's written Notice-To-Quit pursuant to section 30(2) of the Allotment Act 1908 if:

- Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
- Allotment tenancy agreement is in arrears for 40 days or more; or



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- It appears to the Council that the Tenant of an allotment, resident more than one mile outside the Village for which the allotments are provided.

7.4 Where the Council issues a Notice-to-Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

7.5 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice-To-Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.

- Where the Council considers a plot not to be actively under Cultivation, the Council will send the Tenant a Non-Cultivation Notice requiring the Tenant to commence cultivation of the plot, or if outside the growth period prepare the ground for cultivation, within 28 days;
- If the Council considers that the plot is still not actively under Cultivation, or if outside the growth period the ground has not been prepared for cultivation, the Council may issue a Notice-To-Quit. This notice will formally terminate the tenancy agreement if no further action is taken within 28 days of the date of the notice.

7.6 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to section 1 of the Allotments Act 1922. In all other circumstances the Council shall give tenants 12 months written Notice-To-Quit expiring before 6 April or after 29 September in any year.

7.7 In the event of the death of an allotment plot holder the Parish Council shall be notified, and the tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate at the end of the yearly agreement.

### 8. Charges

8.1 In April (or soon after) each year tenants will be sent an invoice in advance for allotment rent covering the forthcoming year (1 April to 31 March). New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until 31 March. After that they will receive the annual invoice in March.

8.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in March, giving them at least 6 months' notice of the introduction of any new allotment charges.

8.3 A reduced Allotment Rent is offered to tenants who are in receipt of an income-based benefit and/or state pension.

### 9. Change of Address and Notices

9.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.

9.2 Notices to be served by the Council on the tenant may be:



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- Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) by first or second class post, registered letter, recorded delivery or hand delivered; or
- Sent via email; or
- Served on the Tenant personally; or
- Left in a prominent place on the Allotment plot.

9.3 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post (section 7 of the Interpretation Act 1978).

### 10. Personal data

10.1 The Council will treat the personal data of Tenants in accordance with the General Data Protection Regulation and Data Protection Act 2018. Further information is available in the Council's privacy notice (please refer to Shavington-cum-Gresty Allotments Privacy Policy).

If you have any queries about these Rules please contact the Parish Clerk at [clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk) or 01270 421125