



Okehampton Town Council

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Allotment Policy

Okehampton Town Council reserves the right to change the Allotments Policy, rules and procedures from time to time. Any changes will be notified to the tenants in advance and tenants will be expected to comply with any rule changes. In the event of any substantial changes, allotment holders may be consulted.

1. Introduction and Scope

Allotments and community gardens are a great way to grow your own food and enjoy the fresh air whilst learning about cultivation, observing wildlife and improving mental health and wellbeing.

Okehampton Town Council provides three allotments sites, North Road, Fatherford Road and Castle Road. Plots are allocated when they become vacant, subject to an application process to confirm eligibility and signature of a Tenancy Agreement. The Town Council operates a waiting list for all sites. (See allocation of plots.)

2. Eligibility

Applicants for tenancy of an allotment must be over the age of 18 and live within the Okehampton Town Council boundary. If a tenant moves outside of the Town boundary, they will be required to end their tenancy, with the exception of those agreed prior to the 29th September 2026 who may retain their plots.

3. Allocation of Plots

The Town Council operates a waiting list for allotments. Where a resident is added to the waiting list it is their responsibility to ensure that they notify the Town Council of any change to their contact details or eligibility.

There is a primary and secondary waiting list for each allotment site. To enquire about renting an allotment please contact us at 01837 53179 or allotments@okehampton.gov.uk.

Applicants will need to complete an application form and return it to the council either via post or email, and on certification of eligibility will be added to the waiting list.

The Primary Waiting List is for people that live within the Okehampton Town Council boundary, who do not already rent an allotment plot from the Town Council. This system operates on a first come first serve basis and takes priority over the secondary waiting list.

The Secondary Waiting List is for tenants that already rent an allotment from the Town Council and would like an additional plot. The system also operates on a first come first serve basis but will only be considered if there is no one on the primary waiting list.

When a plot becomes vacant the person at the top of the waiting list will be offered the plot in writing, usually by email. The offer should be accepted in writing within 15 working days. Where there is no response, the plot will be offered to the next person on the list, and the original offeree will be asked to confirm they wish to remain on the waiting list.

A tenant may only start work on a plot on completion of all required paperwork and payment of tenancy fees. Fees may be proportionally reduced where a plot is allocated part way through the year. If the plot requires a substantial amount of work to commence cultivation the rent may be reduced at the discretion of the Town Council.

All allotment tenants are required to acquire insurance through the appropriate Allotment Association. The Town Council accepts no liability for any loss, damage or injury to Tenants, or any other person or their belongings occurring on allotment sites.

4. Allotment Tenant Responsibilities

When signing the Tenancy Agreement, the Tenant agrees to the terms laid out in the agreement.

The tenancy will commence in full upon a successful **12-week trial** starting from the date of the signed agreement. During the trial period the landlord or future tenant will be able to withdraw from the agreement at any time without further obligations.

The allotment shall be held on a yearly tenancy from the 29th day of September.

The tenant shall keep the allotment clean, tidy and in a good state of cultivation and fertility, free from weeds, noxious and invasive plants and so deliver up at the end of the tenancy. **At least two-thirds** of the plot must be under active cultivation and the remainder tidy. Pathways must be kept clear including overhanging vegetation.

The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or obstruct any paths used in common with other allotment holders and every such path shall be kept in a properly maintained condition, including free from overhanging vegetation. Tenants must not take, remove or borrow crops, equipment or supplies that belong to other tenants without their prior consent.

The Town Council encourages chemical free, organic cultivation methods. However, where Tenants use pesticides or fertilisers on their plot they must:

- a. Only use domestic grade pesticides;
- b. Take all reasonable care to ensure that other plots, pathways, hedges and trees are not adversely affected;
- c. Select and use pesticides so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;
- d. Comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database to ensure that specific products may be lawfully used.
- e. Storage of pesticides and other potentially toxic chemicals on allotment plots or in sheds is not permitted.

The tenant shall not sublet, assign or part with possession of the allotment without the written consent of the landlord.

The tenant shall not without the written consent of the landlord cut or prune any timber or other trees outside of the allocated plot or take, sell or carry away any mineral, sand or clay.

The tenant shall not deposit or allow other persons to deposit on the allotment any refuse or decaying matter (except manure and compost in reasonable quantities) or place any such refuse or decaying matter in any hedges, ditches or perimeter areas including, where applicable riverbanks, situated in the said site or any adjoining land.

The tenant shall not use the allotment to store or dispose of any materials not connected with the cultivation of the allotment.

The tenant shall not erect any fences or plant hedges on the allotment nor use barbed wire on the plot.

The tenant may erect a garden shed to a maximum size of 8' x 8' to be located on the west corner of the plot in FR or at the river end of the plot on NS and CR. The shed shall be constructed of wood treated with Cuprinol shed and fence preserver. The windows must be of plastic or polycarbonate. No non-porous base shall be constructed for the shed. The shed must be maintained in a reasonable state of repair. Residential use or sleeping is not permitted on any other the sites.

A portable toilet may be used in the shed. The tenant is responsible for its cleanliness, regular emptying off site and removal from the site at the end of the tenancy.

The tenant may erect a greenhouse to a maximum size of 8' x 6' adjacent to the shed in position to be agreed with the landlord. The greenhouse shall be constructed in metal or plastic with polycarbonate glazing. The greenhouse must be maintained in a reasonable state of repair.

Polytunnels are not permitted on the site. Cold frames must be constructed of plastic or polycarbonate. No glass is allowed on the site.

Four plastic water butts to a maximum of 210 litres each, or one IBC container (subject to the prior specific consent of the landlord, requests must detail the construction of the base the container sits on is secure and sturdy), are permitted on each plot, providing they are located adjacent to a shed.

Four plastic composters to a maximum of 330 litres each are permitted on each plot. Composters constructed of wood must be of equivalent size. Corrugated iron is not permitted on the site.

No new small (fit into a standard 14 Litres, builders' bucket) plastic materials to be kept on site. Damaged or degrading plastics to be removed from site ASAP (within 3 months).

Any dog brought onto the allotment shall be kept on a lead or tethered and shall not be allowed to cause any nuisance or annoyance to other allotment holders. Dog faeces must be removed from the site.

No animals or bees may be kept on the site.

Cars must be parked in the car park and not on the roadways between allotments. Roadways must only be used by cars and light trailers. No trailers or vehicles can be kept on site overnight. Deliveries of manure by lorry or tractor must be made to the car park of the Fatherford Road site or designated areas on the Castle Road and North Street sites and removed promptly to the allotment.

Bonfires, incinerators and BBQs are NOT permitted on site.

A key to enter the site will be provided by the landlord or their agent (a minimum £10 deposit will be taken for keys this is returnable upon the return of key) the key must not be copied, additional copies can be obtained on request. Key(s) must be returned at the end of the tenancy.

Matting used to control the growth of weeds must be of a type approved by the landlord. The current approved type is weed suppressant fabric of the specific standard; polythene with a thickness of 100 microns as a minimum, the optimum being 200 microns. Carpet is not permitted.

Any officer, employee or contractor of the landlord shall be entitled at any time to enter and inspect the allotment site and plots.

Tenants shall have responsibility for their visitors and ensure that they observe these conditions where appropriate.

The tenant is responsible for all trees, water butts and structures on their plot including any inherited from previous tenants (see clause 7.8).

Water is available on Fatherford site and managed by the Fatherford Road Allotment Association. Tenants wishing to use water must join the Association and abide by their rules.

The allotment is let as an allotment garden and is not let and shall not be used as a market garden which means that sales to the general public are prohibited. Up to four patio or cordon fruit trees are permitted per plot (pro-rata in accordance with any reduced plot size) and must be kept pruned to a size that is harvestable from the ground. No other trees shall be planted thereon, or water feature or pool created. However, this clause shall not prevent the planting of domestic fruit bushes.

Site Management

The Town Council will undertake regular site and plot inspections and reserves the right to access any plot for this purpose. Site inspections will include checking the condition of paths, gates, site boundaries and identification any other issues that need resolving. Plots will be inspected to ensure they are in active use and being cultivated.

7. Termination of the tenancy:

The landlord may re-enter and determine the tenancy on non-payment of rent for 40 days after the same shall have become due (whether formally demanded or not) whereupon a further 30 days' notice to quit shall be given.

The landlord may re-enter and determine the tenancy if the tenant is in breach of any conditions hereof. Such breaches shall be notified to the tenant giving 30 days to remedy the breach, otherwise 30 days' notice to quit shall be given.

If the tenant dies the tenancy shall be deemed to expire on the 28th September following. During the period between the death of the Tenant and 28th September the plot must be given up or worked by family or friends by agreement with the landlord. Consideration will be given to transferring the tenancy to a family member even if there is a waiting list for the site providing they reside within the Town Council boundary.

If a tenancy is in joint names the tenancy can be transferred to one tenant on the agreement or on death of the other. In the event of a dispute, the decision of the Town Clerk following liaison with a nominated Councillor, shall be final.

The tenancy may be determined, or its conditions amended, by the landlord by twelve months' notice in writing expiring on 29th day of September in any year.

The tenancy may be determined by the tenant by giving notice in writing expiring on 28th day of September in any year.

Enforcement

The following enforcement procedure will apply:

1. Informal warning – Tenants who fail to comply with their tenancy agreement will be contacted by phone and confirmed in writing and requested to address the issues of non-compliance within 14 days.
2. Formal warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
3. Notice to quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.
4. Where a Tenant has been given notice to quit and fails to vacate the allotment, the Town Council is entitled to take possession of the plot and exclude the Tenant. Any possessions left on site will be disposed of.

Threatening, abusive or violent behaviour of all parties (including allotment holders, council staff, councillors or contractors) will not be tolerated by the landlord and constitute a serious breach of the Tenancy Agreement. The Town Council reserves the right to serve immediate notice to quit. Any tenant who has been evicted from a site will not be eligible to hold another plot, and the Town Council will keep a record of this

If it appears to the Town Council that the Tenant, not less than three months after the commencement of the tenancy, is resident more than one mile outside of the Town Boundary, the Town Council may give the Tenant a month's written notice terminating the Tenancy. Where a tenant moves outside of the Town boundary, they will be required to end their tenancy, in accordance with Clause 2.

The tenant shall have the right of appeal to Parks Committee whose decision shall be final.

All sheds, greenhouses and equipment must be removed from the site unless purchased or as agreed by the incoming tenant.

Any issues or concerns should be initially notified to the relevant Allotment Association, including matters relating to vermin control which will be dealt with by the Town Council.

5. Complaints

All complaints should be directed to the Town Clerk. The Town Council's Complaints Procedure can be found on the Town Council website.

6. Personal Data

Allotment Tenants and residents who supply their personal data to be added to the Allotment Waiting List should refer to the Private Notice on the Town Council website for details about how we use your data.