

EASINGTON VILLAGE PARISH COUNCIL



ALLOTMENT MANAGEMENT POLICY

2026 - 2029

Adopted: 11 September 2023

Review: September 2025

Next Review: September 2029

Approved at Cemetery & Grounds Cttee: 18 May 2026

Approved at Full Council: 08 June 2026

Minute: EVPC/26/27/053

ALLOTMENT MANAGEMENT POLICY

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GENERAL

1. Policy Objectives

1.1 Easington Village Parish Council (EVPC) is committed to having allotment sites that:

- Provide opportunities for residents to grow and access fresh food for their family.
- Provide spaces for residents to enhance their physical and mental wellbeing.
- Contribute to the sustainability of the local environment.
- Balance the needs of tenants, non-tenants and the Council.

2. Background

2.1 In recent years, lifestyles and interests have changed to focus more on the benefits of healthy eating, organic food, fresh air and exercise. This in turn has led more people to consider an allotment as a cheap source of fresh food and healthy exercise resulting in greater interest in allotments and therefore demand for sites has increased. EVPC are keen to ensure that our allotment sites are well managed on behalf of the Council and the Tenant and achieve the Council's policy objectives.

3. Allotment Management Roles

3.1 In order to deliver the objectives set out above, Easington Village Parish Council are committed to the effective management of its allotment sites in line with this policy and in compliance with the Allotments' Act 1908, 1925 and 1950. This commitment will be delivered through the effective implementation and enforcement of the Allotment Tenancy Agreement by the Parish Council, through the Cemetery and Grounds Committee. The Cemetery & Grounds Committee is a public meeting held bi-monthly at Seaton Holme, details of which are published on the Parish council website and public notice board.

3.2 This document – the Allotment Management Policy 2026 – sets out how the allotments are to be managed on a day-to-day basis both by EVPC and the Tenants who rent the plots. It is important that both parties understand there are roles and responsibilities each way, and sensible application of these rules is important for the continued success of the allotments.

4. Allotment Tenancy Agreement Terms

4.1 The Allotment Tenancy Agreement is at **Annex A** to this policy. In the Allotment Tenancy Agreement the expressions below have the following meanings:

a. “ the Tenant” - Shall mean the person, over 18 years old, whose name, address and contact details are held by Easington Village Parish Council on a Tenancy Agreement as the person responsible for the upkeep and maintenance of the allotment.

b. “the Allotment Garden” – Is the land or plot situated at Sunderland Road or Lee Terrace allotment site within the Parish of Easington Village and being identified on the plan annexed hereto and verged or coloured red thereon (not

exceeding 1/3 acre) intended to be cultivated by the tenant for the production of vegetable and fruit crops for consumption by the tenant and his family (subject to the exceptions and reservations contained in any deed under which the Landlord hold the Allotment Garden).

c. “The Rent” - The sum of Pounds Sterling per plot or half-plot payable yearly in advance on 1st October.

d. “The Term” - The period from the date of the Agreement continuing from year to year until 01 October renewable each year by payment of the rent, or until a surrender date is determined and notified by either party.

5. Allotment Tenancy Agreement – Tenants Obligations

5.1 In signing and agreeing to the Allotment Tenancy Agreement the tenant agrees with the Council the following:

a. To Pay Rent – to pay rent in advance to the Council without any deduction, (except as provided by law) on, or by the first day of October each year and during the continuation of the tenancy.

b. Use of Land—to use the said land solely as an allotment garden in accordance with the relevant Allotment Acts, **or** used for other such recreational purpose as the Council may from time to time agree in writing. Any business use is strictly forbidden.

c. Cultivation- The allotment is to be kept in good condition, reasonably free from weeds and well maintained in a good, fertile state of cultivation at minimum of 75% of the ground area of the allotment. Cultivated plants are to be kept tidy in neat, ordered rows or pots. Pathways included therein or abutting thereon, or in the case of any shared pathway abutting on the said land and any other allotment garden(s) the half-width thereof, are to be kept reasonably free from weeds and rubbish. To properly spray, cut or pull up and properly dispose of any thistles, ragwort, brambles and any other noxious weeds on the allotment plot.

d. Water Usage – On sites where water is supplied the consumption costs of the water provided by the Council on site will be met by Council subsidy and the water surcharge included in the annual rent levied by the Council.

All tenants must use the water sensibly at all times to eliminate excessive consumption costs and wastage. Sprinkler systems and prolonged use of hoses will not normally be permitted under normal climatic conditions, however, some flexibility on this restraint may be allowed during periodic dry spells to alleviate any hardship suffered by gardeners, but in no circumstances must these be left unattended.

The water supply will normally be turned off from 31st October until the 1st of April of each year, with provision for the water supply to be turned on for a limited short period to allow tenants to fill containers if hardship or difficulty is being experienced during a particularly dry Spring.

The Council must be advised through the Clerk on the occasions when these provisions are required, and approval must be given. A prominent notice must be displayed on site in the Council notice board, informing all tenants, prior to the water being turned on for any period during the closed season. The Council shall review the water consumption costs and the water surcharge will be levied on tenants at regular intervals, such as during a review of tenancy charges.

e. Use of Chemical Sprays and Fertilisers – the tenant will take proper precautions when using chemical sprays or fertilisers to avoid or minimise any adverse effects on the environment or neighbouring allotments and comply at all times with current legislation. All chemical weed killers and fertilisers must be properly stored in a locked and sealed container designed for the purpose and where appropriate, must be isolated from attack by rodents or other animals.

f. Nuisance – not to cause or permit any nuisance or annoyance in any form to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used by the Council or by the owners or occupiers of any adjoining or neighbouring property.

g. Restriction on Assignment etc.- not to assign, charge, sub-let or to part share the possession, occupation or use of the said land or any part or parts thereof or suffer any person to occupy the said land or any part or parts thereof as a Licensee without due written application and consultation with the Council and receipt of written permission.

h. Vehicles – not to bring or place any vehicle, tractor, mini digger, caravan, trailer or vehicle parts on to the allotment, without the written consent of the Council.

i. Speed Limit – to adhere to the site speed limit of a maximum of 5 mph.

j. Firearms – not to use any firearms including air rifles on the allotment site without written permission of the Council.

k. Vermin Control – the tenant is to take all reasonable steps to control vermin on their plot. Any tenant who has Council written permission to keep livestock of any kind is to ensure that all rodent poison and feed is kept in sealed rodent-proof containers and that there is no unnecessary scattering of animal feed. Any significant rodent problem should be reported to the Council.

l. Trees and Timber – not without the written consent of the Council to cut or prune any trees or other timber or to take, sell or carry away mineral, sand, earth or clay from the allotment site. Trees on allotment plots may be maintained to ensure their safety and well-being.

m. Hedges and Fences – to keep every hedge on the boundary of the plot properly cut and trimmed to a maximum height of 2 metres, and all drainage ditches properly cleansed and maintained, and to keep in good repair any existing boundary fences and gates on the said land and not to erect any fence whatsoever sub-dividing the inside of any plot without the written permission of the Council.

n. Buildings and Sheds - not without the written consent of the Council to erect, construct, place or lay any buildings, structure or works on the said land or any part or parts thereof provided that consent shall not be unreasonably refused under this clause to the erection of any building reasonably necessary for the keeping of hens, or to the erection of a garden shed, polytunnel or greenhouse. Materials chosen should be neutral in colour and sympathetic to the surroundings.

Before the expiration of any tenancy or sooner, the tenant agrees to take down and remove at the tenant's expense any sheds, greenhouses etc., erected or owned by the tenant, making good all damage to the allotment thereby. Any structures not removed on expiration of the tenancy shall become the property of the Council and will be disposed of in accordance with the waiting list. Any charges incurred by the Council may be levied to the tenant.

o. Barbed Wire - not to use barbed wire for or on any existing or new fence on the boundaries of the said land.

p. Restrictions on Cropping- not without the written consent of the Council to plant any woodland trees or bushes or any crops which require more than two years to mature. Small fruit trees and bushes will be permitted, along with asparagus beds, rhubarb and similar long- term edible crops provided that they are marked as such and that written permission is obtained from the Council.

q. Depositing Refuse - not to deposit or allow other persons to deposit on the said land any refuse or household waste or place any refuse or decaying matter in the hedges or ditches adjoining the said land.

r. Manure and Compost – not to import manure and compost only in such quantities as may be reasonably required for the use in cultivation.

r. Dogs- All dogs brought on the site must be kept under control and not allowed to foul footpaths or roadways. No dogs to be kennelled on the gardens overnight.

s. Restrictions in Keeping Animals- not without the written consent of the Council to keep any animals, hive bees or livestock of any kind on the said land. This includes such as horses, pigs, sheep, goats, geese, chickens, cockerels, geese and similar large animals. An allotment holder must always seek written permission from the Council before bringing any animal onto the allotment plot.

t. Not to Display Advertisements etc.- not to display or permit to be displayed on the said land, or on any part or parts thereof, any sign, notice, placard, advertisement or writing of any kind whatsoever.

u. Allow Inspection- to permit the Council at any time to enter on to the said land to inspect the state and condition thereof.

v. To Yield Up- to yield up to the Council vacant possession of the said land on the termination of this tenancy in a condition consistent with the due performance by the Tenant of the provisions of this Agreement.

w. Change of Contact Details - that the Tenant shall inform the Council forthwith of any change of contact details.

x. Site Gates – to ensure that once the gates have been used to gain access/egress from the allotment site the gates are immediately closed and locked.

ELIGIBILITY

6. Eligibility to Rent an Allotment

6.1 Individuals

Priority will be given to residents and groups within Easington Parish. However, individuals and groups from outside of the Parish Boundary may be eligible if none of the former are currently waiting for a plot.

All applicants must be a minimum of 18 years of age and who have not previously had an allotment tenancy terminated by notice to quit within the previous 5 years.

In every case, there must only be ONE PERSON who is responsible for the tenancy agreement, payment of bills and the upkeep of the plot. That individual will be known as the TENANT. Under no circumstances may plots be sub-let to anyone else.

In some cases, a tenant may have another person who co-works the plot as an assistant and privately, may or may not share the bills and upkeep of the plot as they see fit. That person will be known as the CO-WORKER. (See Para 8)

6.2 Charity or Voluntary Groups

Applicants from Charity or Voluntary Groups need to have public liability insurance, be fully constituted and be able to provide risk assessments.

7. Allotment Provision

7.1 Easington Village Parish Council currently own 2 allotments sites that provide 68 plots within the Parish. These sites are:

Sunderland Road (Petwell Lonnen) – 40 Plots

(23 full plots and 17 plots available as 34 half plots)

Lee Terrace – 11 Plots

8. Applications, Waiting Lists and Allocation of Plots

8.1 Applications

To apply for a full or half plot at either of the sites an email must be sent to the parish council:

deputy@easingtonvillageparishcouncil.gov.uk

giving the following information:

Full name

Address & postcode

Contact telephone number

Preferred site

8.2 Waiting Lists

8.2.1 A 'Waiting List' of potential allotment tenants is maintained by the EVPC Deputy Clerk and is reviewed on a regular basis. When a plot becomes available it will be offered to the next available person on the waiting list. If that person is unable to take the plot or defers, it will be offered to the next person in line. Waiting lists are not published.

8.2.2 If a co-worker is registered on the waiting list for a plot that he / she already works with a tenant, they will be considered for the plot in line with the co-worker agreement first.

8.2.3 If there is no co-worker registered or they do not want to take the tenancy, the plot will be advertised for existing tenants who wish to upgrade or move plot.

8.3 Allocation

8.3.1 The advertisement will be placed on the Allotment Noticeboard for 21 days. If there are no applications from existing tenants then the Council will offer it to the person/charity/voluntary group who have been on the waiting list for the longest period of time and are living within the parish boundary of Easington Village, or in the case of a charity/voluntary group are based within the parish boundary.

8.3.2 If there is no-one from within the parish boundary who wants to accept the Plot, those from outside the parish boundary will be offered the plot based on who has been on the waiting list for the longest period.

8.3.3 Applicants may decline a plot they are offered, however, if they decline a second plot they will be removed from the waiting list. Where an applicant declines the offer of a plot, the Council will offer the plot to the next individual or charity/voluntary group on the list.

8.3.4 In the event of no-one being on the waiting list the plot will be publicly advertised by the Parish Council.

8.3.5 On allocation of an allotment, the tenant will be subject to an 8 week 'probation period' during which it is expected that work will be started on the allotment, including demonstrating an intent to cultivate the plot and make improvements as necessary. Failure to do so in the probation period may result in termination of the tenancy. The tenant will be notified of successful completion of the probation period.

9. Enforcement

9.1 It is the responsibility of every allotment holder to keep their allotment well-tended, planted and maintained at all times. If at any time this becomes a difficulty or unworkable, the Parish council must be informed at the earliest opportunity so that the situation can be managed to the mutual benefit of both parties.

9.2 Enforcement of the Allotment Tenancy Agreement will be achieved through the investigation of complaints made to the Council and periodic site inspections by parish council staff. A formal annual inspection by the Clerk to the Council will normally take place in June or July.

9.3 Where an inspection or investigation identifies that a tenant is in breach of their agreement, the following enforcement procedure will apply:

- a. **Informal Warning** – Tenants who fail to comply with their tenancy agreement will be contacted to request that they address issues of non-compliance forthwith.
- b. **Formal Warning** – Tenants who fail to respond adequately to an informal warning within 28 days will be issued with a formal written warning.
- c. **Notice to Quit** – Tenants who fail to respond adequately to a formal warning within a further 28 days will be given 28 days notice to quit their plot. This is non rescindable.
- d. **Eviction** – Tenants who fail to respond to a notice to quit or vacate their plot within 28 days will be evicted and any equipment left on the plot will become the property of the parish council.

10. Amendment of the Allotment Tenancy Agreement

10.1 Easington Village Parish Council reserves the right to amend or update the Allotment Tenancy Agreement at any time.

10.2 Where such amendments are made, appropriate consultation will be undertaken, and existing tenants will be informed of the final changes and of any transitional arrangements through parish council publications and notices on the website and public notice boards.

10.3 Tenants may attend any meeting of the Cemetery & Grounds Committee or full Parish Council meeting and speak in the part of those meetings set aside for public comment.

11. Allotment Co-Workers

11.1 The Council allows tenants to register a co-worker as a means of enabling plots to be passed on to individuals where there has been a joint commitment to working the plot.

11.2 Each tenant will be allowed to register only one named individual as a co-worker for each plot they lease. There are no restrictions on who can be registered as a co-worker, however, co-workers must meet the general tenant eligibility criteria at the time they are offered the plot. (See Para 4)

11.3 The only exception to the single co-worker rule is that a social group or charity that are tenants to a plot may be allowed to have a small group working on the allotment by prior arrangement, so long as the group working arrangement is of benefit to the individuals or group in terms of their social rehabilitation / reducing loneliness etc. (Veterans group etc)

11.4 The EVPC Allotment Tenancy Co-Worker Agreement application form is at **Annex B** to this policy.

12. Tenancy Limits

12.1 Easington Village Parish Council only permits allotment tenancies to be issued to one named person or one named person from an organisation.

12.2 Tenants will only be allowed to rent a maximum of one full plot. Those individuals who have historically held more than one full plot upon their tenancy ending only one plot will be allowed to be considered under the co-worker agreement.

13. Change in Circumstances

13.1 Easington Village Parish Council requires tenants, waiting list applicants and co-workers to keep it informed of any changes in their contact details.

13.2 If the Council is not kept informed, any communication sent to the last provided email address/postal address will be deemed to have been delivered to the individual it was intended for, and if a person cannot be contacted within a reasonable time, the next person on the list will be contacted.

14. Allotment Rents

14.1 Annual rents cover the period 1st October to 30th September the following year.

14.2 Tenancies starting during the year will be charged a pro-rata amount based on one twelfth of the full year amount or part month that the plot is occupied. Partial refunds will be given for the remaining full months to the end of September for cancellation by the end of December.

14.3 Allotment rents will be reviewed at a Cemetery and Grounds Committee meeting between October to December of each year and tenants will be given at least 6 months prior notice of changes taking place in September of the following year.

15. Allotment Boundaries, Plot Boundaries and Fencing

15.1 Easington Village Parish Council will maintain the allotment perimeter fence, the access roads and entrance gates to allotment sites. This includes general repairs, strimming and weed killing, however, the ability to undertake such work will be dependent on funds being available.

15.2 Allotment tenants are not required to fence their plots. However, any fence or similar that they do have around their plot must be constructed and maintained in accordance with the Allotment Tenancy and kept in a good state of maintenance.

16. Allotment Maintenance - Tenants

16.1 It is the responsibility of the allotment tenant to maintain the allotment plot in a good state of maintenance. In certain cases, and only by consultation, the Council may provide materials for tenants and allotment users to 'self help' in terms of repairs and maintenance.

16.2 All biodegradable / plant material is to be composted wherever possible or disposed of at the tenant's expense off-site.

16.3 Allotment tenants are responsible for the transport and disposal at own expense of any waste material off the allotment site for a disposal at a site licensed for that purpose. Those materials may be (but not limited to): wood, metal, plastic, bricks or other construction materials.

16.4 Allotment tenants who are found to be in breach of this may be liable for any costs incurred by the Parish Council for the removal of said items.

17. Security

17.1 The main entrance to the allotment sites is secured by gates and will remain locked at all times.

17.2 Tenants are responsible for unlocking / locking the main gates to the site upon entering or leaving the site.

17.3 Tenants will be issued a key for which a deposit must be lodged with EVPC. Deposits can be recovered on return of the key to the Council Office.

18. Animals and Livestock

18.1 No livestock or fowl will be allowed unless expressly permitted in writing by Easington Village Parish Council. This includes: Bees, rabbits, ferrets, geese, cockerels horses, pigs, sheep, goats, and similar large animals.

18.2 Permission to keep animals may subsequently be withdrawn if it is determined that the animals are being kept in a manner prejudicial to their good health or well-being, or that they are causing a nuisance to other tenants. In such circumstances the tenant will receive a written notification to remove the animals from the site within a maximum of one month.

18.3 The EVPC Bee Keeping Policy, Application Form and Agreement can be found at **Annex C**.

19. Allotment Water Supply

19.1 Easington Village Parish Council encourages its tenants to use rainwater capture to meet their needs and as a way of reducing metered water usage.

19.2 On a site where water is supplied the consumption costs of the water provided by the Council will be met by Council subsidy and the water surcharge included in the annual rent levied by the Council. The Council shall review the water consumption costs and water surcharge levied on tenants at regular intervals.

19.3 All tenants must use water sensibly to eliminate excessive consumption costs and wastage. Sprinkler systems and use of hoses will normally be permitted under normal climatic conditions however restraint must be exercised by all tenants during periodic dry spells. On no account must these be left unattended or left on overnight.

19.4 The water supply will normally be turned off from 31st October until the 1st of April of each year, with provision for the water supply to be turned on for a limited short period to allow tenants to fill containers if hardship or difficulty is being experienced during a

particularly dry Spring. The Council must be advised through the Clerk on the occasions when these provisions are required, and approval must be given.

19.5 A prominent notice will be displayed on site in the Council notice board, informing all tenants, prior to the water being turned on for any period during the closed season. Other methods of informing tenants may be used such as notices on the Council website and social media.

20. Re-Useable Materials

20.1 Easington Village Parish Council recognises that the re-use of relevant materials is an important and beneficial aspect of how allotment holders operate. However, this cannot be an excuse for tenants to store waste on their plots. Given this, the Council does permit tenants to store re-useable material on their plots provided: -

- Materials do not prevent compliance with cultivation requirements.
- Materials are stored in a tidy manner.
- Materials are used or disposed of within a reasonable period of time.
- Materials do not cause a nuisance to other plot holders or neighbouring residents.

21. Representation and Dispute

21.1 Tenants may represent themselves or put suggestions regarding the management of the allotments to Council by writing to or attending the Cemeteries and Grounds Committee Meeting which is held at Seaton Holme on alternate months. Dates and timings of meetings are posted on the Parish and Allotment Notice Boards and on the Council website.

21.2 All comments, questions or suggestions to the Cemetery and grounds Committee regarding allotments should be sent to the Parish clerk at:

clerk@easingtonvillageparishcouncil.gov.uk

or:

deputy@easingtonvillageparishcouncil.gov.uk

21.3 The Allotments Management Policy and Tenancy Agreement will be reviewed on an tri-annual basis or as required.



ALLOTMENT TENANCY AGREEMENT (Part 1 – The Agreement)

AN ALLOTMENT TENANCY AGREEMENT made this the day of
..... (Month and Year)

between: **Easington Village Parish Council** – ‘The Landlord’ (hereinafter referred to as the Council) care of The Clerk to the Council, Seaton Holme, Hall Walks, Easington Village

and (Print Name)

..... (hereinafter referred to as the Tenant),

of the other part.

WHEREBY IT IS AGREED AS FOLLOWS

In this Agreement, the expressions below shall have the following meanings:-

In this agreement the expressions below have the following meanings:

- a. **“ the Tenant”** - Shall mean the person, over 18 years old, whose name, address and contact details are held by Easington Village Parish Council on a Tenancy Agreement as the person responsible for the upkeep and maintenance of the allotment.
- b. **“the Allotment Garden”** – Is the land or plot situated at Sunderland Road or Lee Terrace allotment site within the Parish of Easington Village and being identified on the plan annexed hereto and verged or coloured red thereon (not exceeding 1/3 acre) intended to be cultivated by the tenant for the production of vegetable and fruit crops for consumption by the tenant and his family (subject to the exceptions and reservations contained in any deed under which the Landlord hold the Allotment Garden).

- c. **“The Rent”** - The sum of Pounds Sterling per plot or half-plot payable yearly in advance on 1st October.
- d. **“The Term”** - The period from the date of the Agreement continuing from year to year until 01 October renewable each year by payment of the rent, or until a surrender date is determined and notified by either party.

Allotment Tenancy Agreement – (Part 2 – Tenants and Council Obligations)

In signing and agreeing to the Allotment Tenancy Agreement the tenant agrees with the Council the following:

- a. **To Pay Rent** – to pay rent in advance to the Council without any deduction, (except as provided by law) on, or by the first day of October each year and during the continuation of the tenancy.
- b. **Use of Land**—to use the said land solely as an allotment garden in accordance with the relevant Allotment Acts, **or** used for other such recreational purpose as the Council may from time to time agree in writing. Any business use is strictly forbidden.
- c. **Cultivation**- to keep the said land in good condition and reasonably free from weeds and well maintained in a good state of cultivation, fertility and tidiness, and to keep a pathway included therein or abutting thereon, or in the case of any shared pathway abutting on the said land and any other allotment garden(s) the half-width thereof, reasonably free from weeds and rubbish. To properly spray, cut or pull up and properly dispose of any thistles, ragwort, brambles and any other noxious weeds on the allotment plot.
- d. **Water Usage** – On sites where water is supplied the consumption costs of the water provided by the Council on site will be met by Council subsidy and the water surcharge included in the annual rent levied by the Council.

All tenants must use the water sensibly at all times to eliminate excessive consumption costs and wastage. Sprinkler systems and prolonged use of hoses will not normally be permitted under normal climatic conditions, however, some flexibility on this restraint may be allowed during periodic dry spells to alleviate any hardship suffered by gardeners, but in no circumstances must these be left unattended.

The water supply will normally be turned off from 31st October until the 1st of April of each year, with provision for the water supply to be turned on for a limited short period to allow tenants to fill containers if hardship or difficulty is being experienced during a particularly dry Spring.

The Council must be advised through the Clerk on the occasions when these provisions are required, and approval must be given. A prominent notice must be displayed on site in the Council notice board, informing all tenants, prior to the water being turned on for any period during the closed season. The Council shall review the water consumption costs and the water surcharge will be levied on tenants at regular intervals, such as during a review of tenancy charges.

e. Use of Chemical Sprays and Fertilisers – the tenant will take proper precautions when using chemical sprays or fertilisers to avoid or minimise any adverse effects on the environment or neighbouring allotments and comply at all times with current legislation. All chemical weed killers and fertilisers must be properly stored in a locked and sealed container designed for the purpose and where appropriate, must be isolated from attack by rodents or other animals.

f. Nuisance – not to cause or permit any nuisance or annoyance in any form to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used by the Council or by the owners or occupiers of any adjoining or neighbouring property.

g. Restriction on Assignment etc.- not to assign, charge, sub-let or to part share the possession, occupation or use of the said land or any part or parts thereof or suffer any person to occupy the said land or any part or parts thereof as a Licensee without due written application and consultation with the Council and receipt of written permission.

h. Vehicles – not to bring or place any vehicle, tractor, mini digger, caravan, trailer or vehicle parts on to the allotment, without obtaining the express written consent of the Council prior to siting.

Before the expiration of any tenancy or sooner, the tenant agrees to remove at the tenant's expense any vehicle, tractor, mini digger, caravan, trailer or vehicle parts etc. sited or owned by the tenant, making good all damage to the allotment thereby. Any vehicle, tractor, mini digger, caravan, trailer or vehicle parts or structures not removed on expiration of the tenancy shall become the property of the Council and will be disposed of in accordance with the waiting list. Any charges incurred by the Council for such removal may be levied to the tenant.

i. Speed Limit – to adhere to the site speed limit of a maximum of 5 mph.

j. Firearms – not to use any firearms including air rifles on the allotment site without written permission of the Council.

k. Vermin Control – the tenant is to take all reasonable steps to control vermin on their plot. Any tenant who has Council written permission to keep livestock of any kind is to ensure that all rodent poison and feed is kept in sealed rodent-proof containers and that there is no unnecessary scattering of animal feed. Any significant rodent problem should be reported to the Council.

l. Trees and Timber – not without the written consent of the Council to cut or prune any trees or other timber or to take, sell or carry away mineral, sand, earth or clay from the allotment site. Trees on allotment plots may be maintained to ensure their safety and well-being.

m. Hedges and Fences – to keep every hedge on the boundary of the plot properly cut and trimmed to a maximum height of 2 metres, and all drainage ditches properly cleansed and maintained, and to keep in good repair any existing boundary fences and gates on the said land and not to erect any fence

whatsoever sub-dividing the inside of any plot without the written permission of the Council.

n. Buildings and Sheds - not without the written consent of the Council to erect, construct, place or lay any buildings, structure or works on the said land or any part or parts thereof provided that consent shall not be unreasonably refused under this clause to the erection of any building reasonably necessary for the keeping of hens, or to the erection of a garden shed, polytunnel or greenhouse. Materials chosen should be neutral in colour and sympathetic to the surroundings.

Before the expiration of any tenancy or sooner, the tenant agrees to take down and remove at the tenant's expense any sheds, greenhouses etc., erected or owned by the tenant, making good all damage to the allotment thereby. Any structures not removed on expiration of the tenancy shall become the property of the Council and will be disposed of in accordance with the waiting list. Any charges incurred by the Council for such removal may be levied to the tenant.

o. Barbed Wire - not to use barbed wire for or on any existing or new fence on the boundaries of the said land.

p. Restrictions on Cropping- not without the written consent of the Council to plant any woodland trees or bushes or any crops which require more than two years to mature. Small fruit trees and bushes will be permitted, along with asparagus beds, rhubarb and similar long- term edible crops provided that they are marked as such and that written permission is obtained from the Council.

q. Depositing Refuse - not to deposit or allow other persons to deposit on the said land any refuse or household waste or place any refuse or decaying matter in the hedges or ditches adjoining the said land.

r. Manure and Compost – not to import manure and compost only in such quantities as may be reasonably required for the use in cultivation.

r. Dogs- All dogs brought on the site must be kept under control and not allowed to foul footpaths or roadways. No dogs to be kennelled on the gardens overnight.

s. Restrictions in Keeping Animals- not without the written consent of the Council to keep any animals, hive bees or livestock of any kind on the said land. This includes such as horses, pigs, sheep, goats, geese, chickens, cockerels, geese and similar large animals. An allotment holder must always seek written permission from the Council before bringing any animal onto the allotment plot.

t. Not to Display Advertisements etc.- not to display or permit to be displayed on the said land, or on any part or parts thereof, any sign, notice, placard, advertisement or writing of any kind whatsoever.

u. Allow Inspection- to permit the Council at any time to enter on to the said land to inspect the state and condition thereof.

v. To Yield Up- to yield up to the Council vacant possession of the said land on the termination of this tenancy in a condition consistent with the due performance by the Tenant of the provisions of this Agreement.

w. Change of Contact Details - that the Tenant shall inform the Council forthwith of any change of contact details.

x. Site Gates – to ensure that once the gates have been used to gain access/egress from the allotment site the gates are immediately closed and locked.

ALLOTMENT TENANCY AGREEMENT (Part 3 – Terms of Understanding)

Easington Village Parish Council

SIGNED by:

The Clerk / Deputy Clerk * (delete one)
(On behalf of the Chair)
Easington Village Parish Council
Duly authorised on behalf of the Parish Council 'The Landlord'.

In the presence of: -

The Allotment Tenant

I have read and understood the attached terms of this tenancy agreement and have signed below to agree to be bound on these terms.

SIGNED by: _____ Print Name: _____

Address of Tenant: _____

Telephone..... Post Code

WITNESSED by: _____ Print Name: _____

Address of Witness- _____

Telephone Post Code

In the event of a tenant wishing to terminate the tenancy of an allotment, they **MUST** inform the Parish Clerk.

Under **NO** circumstances may the person giving up the allotment transfer an allotment to another person.



EASINGTON VILLAGE PARISH COUNCIL

ALLOTMENT CO-WORKER AGREEMENT

Both the tenant and co- worker should complete and sign both copies of this agreement, return one copy to Easington Village Parish Council and keep the second copy for your own records.

All information supplied will be treated in strict confidence in accordance with the Data Protection Act 1998.

Allotment Site:

Tenant's Name:

Co-workers Details

Name

Address

Postcode

Tel. No

Email address.

Date of Birth

Additional Notes / Rules

1. Co-workers will NOT be automatically placed on the allotment waiting list. If a co-worker wished to apply for their own plot, then they must complete a separate application form.
2. Payment of the annual rental invoice is the responsibility of the tenant, not the co-worker.
3. If a tenant wishes to terminate the tenancy of their allotment, it is their responsibility to inform the Council in writing. A co-worker will only be considered eligible to take over the tenancy of the plot if they have been registered as a co-worker for at least 3 years / or as long as the next person to be offered a plot on the waiting list.
4. The registered tenant of an allotment plot must retain a regular involvement in the maintenance of the allotment garden.

5. A co-worker can only be registered as a co-worker on a maximum of one plot.
6. The co-worker must make themselves aware of, and comply with, the allotment tenancy rules.
7. The tenant is responsible for the conduct of the co-worker whilst they are on the allotment site, and understands that if a co-worker breaches any of the allotment tenancy rules, notice to quit may be served on the tenant of the allotment as well as the co-worker.
8. The tenant is allowed to cancel a co-worker agreement at anytime, by notifying the landlord in writing.
9. The Council reserves the right to end a co-worker status for a co-worker if they are breaching allotment rules or are involved in incidents of harassment or undertaking any illegal activity.
10. The Council reserves the right to deny co-worker status to any individual who is currently involved in an allotment dispute or investigation.
11. The Council reserves the right to deny co-worker status to any individual who has previously had a co-worker status ended for misconduct, harassment or undertaken an illegal activity on an allotment.

Tenant's Signature

Date

Co-worker's Signature

Date

Please return your completed application form to:

Easington Village Parish Council
Seaton Holme
Hall Walks
Easington Village
SR8 3BS

Or email to:

clerk@easingtonvillageparishcouncil.gov.uk

deputy@easingtonvillageparishcouncil.gov.uk

EASINGTON VILLAGE PARISH COUNCIL

BEE KEEPING POLICY & AGREEMENT

Consent

- 1.1 Any tenant wishing to keep bees on a Parish Council Allotment site must first seek written agreement from the Parish Council.
- 1.2 No bees shall be kept on any allotment site until such permission has been given in writing, and this agreement has been signed.
- 1.3 The Parish Council reserves the right to issue 14 days' notice for the removal of hives.

Consultation

- 2.1 The Parish Council will notify neighbouring allotment tenants of any requests to keep bees on the allotment site, and prominently display a notice for a minimum period of 28 days in the growing season and 56 days outside the growing season.

Duty of Care

- 3.1 The beekeeper owes a duty of care to:
 - The public in the vicinity of the hives;
 - Other allotment gardens and visitors;
 - Intruders, even though it is clear that their intention was to disturb the colony.
- 3.2 Where an objection on allergy or medical grounds is made to the Parish Council and substantiated by clear medical evidence, the Parish Council may refuse permission to place bees on the site.

Training

- 4.1 Beekeeping requires a level of competency in maintaining hives to ensure the health and productivity of the colony and therefore evidence of training from a recognised body such as the British Bee-Keepers Association (BBKA) must be provided.

(The Basic Assessment in Beekeeping is open to those members who have managed at least one colony of bees for a minimum of 12 months)

Insurance/Membership

- 5.1 The named beekeeper is required to be a member of a Bee-Keepers Association affiliated to the British Bee-Keepers Association (BBKA), which provides third party insurance as well as up-to-date advice and training.
- 5.2 The bee-keeper is required to hold a current insurance policy, which provides specifically for Bee-Keeping Risks and must include Public Liability Insurance. A copy of the insurance must be submitted annually to the Parish Council Office.
- 5.3 The Parish Council accepts no responsibility for the hives, including but not limited to, their damage, destruction or theft and the bee-keeper shall be responsible for insuring the hives.

Siting of Hives and Location

- 6.1 No more than two hives and one nucleus may be located in any specified location. It is recommended that an area 2m x 3 m should be sufficient for two hives and sufficient working space.
- 6.2 Hives should be sited as far as possible from any public road, path or jointly used road or paths within the allotment site and the site of each hive must be agreed in advance with the Parish Council.
- 6.3 Hive entrances should preferably have a southerly aspect and be sheltered from prevailing winds and overhanging shrubbery that may cause damp conditions.
- 6.4 Screening around hives must be provided to ensure that bees are encouraged to rise in excess of two metres before leaving the Allotment Garden. Screening material can be natural hedging, wooden screening such as bamboo on a roll or fine plastic/wire mesh.
- 6.5 Bees need their own water supply situated close to the hives.

Alternative Contact Details

- 7.1 The bee keeper must provide the Parish Council with contact details (name, address, email and phone number) of a suitable contact person to deal with emergencies, such as swarming, during any absence or unavailability of the bee keeper.
- 7.2 Contact details must also be prominently displayed on the allotment noticeboard and in the bee keeper's allotment garden.

Complaints

- 8.1 The Parish Council will investigate any complaints and, in particular, those with health and / or nuisance elements. As a consequence, permission to keep bees may be withdrawn or upheld.

Notices

- 9.1 The Beekeeper must erect notices warning of the presence of bees and must agree the size, wording and location with the Parish Council.
- 9.2 Following any lengthy period of confinement, bees void the contents of their stomachs, resulting in a yellow paste, which can affect an area of around 9 metres. As it can stain and cause a nuisance to neighbouring tenants, it is the beekeeper's responsibility to inform the neighbouring tenants when this is likely to occur.

Beekeeper Responsibilities and Handling of Bees

- 10.1 Beekeepers must not put colonies of bees known to be of an aggressive temperament onto allotment sites. If this does occur, then the beekeeper will be asked to remove the colony.
- 10.2 Hives need to be inspected weekly from April to July in accordance with the BBKA guidelines.
- 10.3 When carrying out inspections, beekeepers must be mindful of adjoining gardeners and inform them that they will be carrying out an inspection. This should be undertaken at quieter times and in calm, dry weather.
- 10.4 Swarming – The Beekeeper must carry out such management and manipulations of the colonies as are necessary to minimise the issue of swarms. Neighbouring tenants must be made aware that the bees may swarm and that it is an essential part of their reproduction.
- 10.5 In the event of an emergency such as swarming, the beekeeper must ensure that a name and contact details are displayed in the area of the hives and on a noticeboard where it is clearly visible to all users of the site.
- 10.6 If the official named beekeeper is away, a standby contact competent to deal with inspection duties and any emergency related to the hives such as swarming, must be available.
- 10.7 The contact details of the named standby must be made available during the absence of the beekeeper, as described in section 7 above and logged with the Parish Council.
- 10.8 Beekeepers have a responsibility to notify the National Bee Unit of certain pests and diseases. **Bee Base** is the Animal and Plant Health Agency's (APHA) National Bee Unit website. It is designed for beekeepers and supports Defra, Welsh Government and Scotland's Bee Health Programmes. Once registered, beekeepers are entitled to free advisory visits from bee inspectors and up-to-date information about local outbreaks and free access to pest and disease information.

Sale of Honey

- 11.1 The beekeeper must not use honey that has been produced by the keeper's bees for the purposes of trade or business on the allotment site.

Withdrawal of Consent

- 12.1 The Parish Council reserves the right to withdraw its permission giving 14 days' notice to remove hives if the beekeeper contravenes any of the above conditions, contravenes any conditions within the Allotment Tenancy Agreement or Allotment Rules and/or substantiated information is received that requires a review of the arrangements.
- 12.2 Any costs resulting from withdrawal of consent shall be paid by the beekeeper.

Easington Village Parish Council Beekeeping Application

The beekeeper must supply the following information: -

Name of Beekeeper	
Site Name	
Plot Number	
Phone	Mobile: Daytime: Home:
Email	
Evidence of Training	
Evidence of Beekeeping Association Membership (including Public Liability Insurance)	
Number of hives and a plan or map of location	
Procedure that the beekeeper will follow in the event of the colony swarming	
Arrangements for hives and colonies on the termination of this agreement by either party	
Name of standby Beekeeper	
Phone	Mobile: Daytime: Home:
E-mail	

I hereby accept and agree to abide by the conditions of the Agreement:

Signature

Print Name Date

The Parish Council hereby accepts the above signatory as a beekeeper upon adherence to the conditions set out above.

Allotment Site Plot No

Signature Date

Print Name Position