



Subject to contract

Heads of Terms

The Site: POS area linked to the Paddocks development
Planning Ref; DC/118/03615, & B/16/00437

Tiller (The Paddocks) Ltd, will sub lease the land to the Lavenham Parish Council with the following provisions:

- Tiller will fence in the allotment area with 1.2m high Rabbit wire on posts and install a gate to one end.
- LPC will be responsible for maintenance of the fence and gate after completion.
- The allotment area will be approximately 20m x 25m.
- Tiller will provide a water standpipe, but the LPC will be responsible for the meter connection and all costs.
- A right of way will be granted over Railway Walk with or without vehicle to the allotments.
- A pedestrian right of way will be granted from the parking area to the allotments.
- A right to park vehicles for the use of the allotments will be granted in the designated parking area. No vehicles to be left overnight?
- LPC will be charged an annual service charge on £100 per annum towards the maintenance and upkeep of the parking area.
- All parties to be responsible for their own legal fees.

Signed for Tiller (The Paddocks) Ltd; _____ Date _____

Signed for Lavenham Parish Council: _____ Date _____

Signed for Lavenham Parish Council: _____ Date _____

TILLER (The Paddocks) LTD
PO BOX 110, Bury St Edmunds, Suffolk, IP29 5PB

Registered office: Lodge Barn, Hopleys Farm, Whepstead Road, Bury St Edmunds, Suffolk. IP29 5PX
Registered number: 13046094 VAT Number 380 2032 36



Report from Lavenham Community Allotments Association to Lavenham Parish Council re The Paddocks Allotment Site, Railway Walk, Lavenham

It is requested that the Parish Council :

- **Approve the Heads of Terms and take the Lease in The Paddocks Allotment Site, Railway Walk, Lavenham from the Developer**
- **Approve in principal the Devolved Management Agreement for the LCAA to manage the site, and note the supporting policies**
- **Approve grant funding of £2,500 to match the funding already received to support the set up costs and running costs for the first year**
- **Arrange and cover the cost of the water connection costs for site**

1. Background

The freehold ownership of the site (see Appendix 1) still belongs to the original owner but the developer of an adjacent residential development was granted a 999 year lease for the site. As part of the planning process for his development the developer is obliged to provide open space and allotments on the site, along with an attenuation basin. There are planning conditions and a Section 106 agreement which covers and secures the provision of the open space and allotments. The developer wishes to transfer the allotments to the Parish Council (PC) which we understand was the original intention when the site was first being brought forward and was discussed and agreed with the PC at that time.

In April 2025 the PC asked for local interest in allotments and whether those that were interested would be able to set up an allotment association. A local group has been formed and is very motivated to secure the site, and assist in its management. The group has provided regular updates to the PC Clerk and facilitated a number of meetings.

Following advice from the NAS, the group has become an unincorporated association. This is due to the small number of proposed allotment plots, which does not require a complex organisation to manage them. As an unincorporated association it is unable to take a legal interest in the site, and individual officers are hesitant to be trustees and hold that personal legal responsibility. The Association is however willing to undertake the day to day running and management of the site.

It is therefore requested that the PC take on the lease of the site, this will also protect the site as a village asset for the long term. If the lease is transferred to the PC the allotment site will then become a statutory allotment site and gain the protection offered by the Allotment Acts for all parties.

2. Review of Relevant Legislation and Planning Policy

The LCAA have been advised by the NAS of the relevant legislation which supports our request for the PC to take the legal interest in the site.

Small Holdings and Allotments Act 1908

This historic act established the legal foundation for allotment provision by local authorities. It requires councils to provide allotments if a “sufficient demand” exists. This

demand can be formally triggered if at least six local residents (registered voters or council tax payers) submit a written request.

Councils must then consider the request and, where possible, provide land for allotments, which they may acquire by purchase, lease, or compulsory purchase order if needed. They also have the power to improve the land by adding drainage, paths, fencing, or water supply.

We understand that over recent years various local residents have requested an allotment, and believe that the PC holds a historic list. However to directly support our request for the PC to provide this allotment site a formal request is made by local residents. This can be found at Appendix 2.

Allotments Act 1922 and 1950

These acts strengthened protections for allotment tenants.

Allotments Act 1925 Section 8 - Where a local authority has purchased or appropriated land for use as allotments the local authority shall not sell, appropriate, use, or dispose of the land for any purpose other than use for allotments without the consent of the Minister of Agriculture and Fisheries.

Lavenham Neighbourhood Plan 2016-31

The current NP specifically supports the development of public allotments.

Policy C4: Allotments; Proposals which provide for provision of public allotments will be encouraged

3. Proposal

Following the request from the PC the LCAA was formally established at their AGM held on 9th July 2025. A copy of their constitution can be found at Appendix 3.

The LCAA has met with the Developer to discuss the layout of the site and the work the developer will undertake prior to handover, etc. A meeting between the LCAA, the developer and the PC Clerk and Chairman was also facilitated to discuss how things could proceed. The LCAA has obtained advice and support from the NAS to prepare a Draft Devolved Management Agreement and background policies and processes. These documents can be found at Appendix 4.

4. Site Layout

At this stage the Developer has stated that 12 allotment plots can be accommodated on the site as per the Layout Plan in Appendix 1. Once they are formally set out on site it may be found that a larger area is feasible which would provide a general storage area or additional allotment plots. The outside boundary of the allotment area will be fenced by the Developer with a 1.8m fence, with the association funding any additional cost to the standard 1.2m usually provided. The Developer will provide a water supply but formal connection arrangements will need to be made with Anglian Water. The LCAA would like

to provide a small shed for each plot to ensure the site looks appealing, and are looking at options of how to provide these.

The Developer has previously been involved in providing an allotment site as part of a residential development at Rattlesden, and is keen to replicate this in Lavenham. The LCAA have visited the site and obtained useful information and insight from them.

5. Finance

The LCAA have set up a bank account, and have received £2,500 grant funding from the Lavenham Open Gardens committee. The LCAA have carried out research and investigations into the likely annual running costs and potential capital costs for some ideas for improvements.

Annual Running Costs and Rental Charges

We have attempted to establish the annual running costs by obtaining estimates where possible or benchmarking the costs against other similar examples. These are shown below, and as you can see from the table below the main unknown cost is the annual water charges.

The LCAA have again investigated the allotment licence fees charged for other local allotments, and whilst these vary greatly a typical plot is around £30-£40. As we do not yet know the likely water costs we propose that we charge £50/annum for a whole plot which across the 12 plots proposed will generate £600 annual income. (For a half plot we propose to charge £30/plot as we would need to cover the additional cost of another NAS membership.) The LCAA will monitor and review costs carefully and revise rental charges if required.

Depending on the level of the water charges the revenue from the allotment fees may be insufficient to meet all the revenue costs. Whilst the LCAA could utilise the grant funding we have received to address any shortfall in funding, we have identified some potential projects that this funding could be used for and these are outlined in the Set-up and Improvement Costs section below.

Table of Annual Running Cost

Item	Annual cost
Water	?
Car Park Service Charge	£100
Insurances	£220
NAS memberships	£42
Total	£362

Set-up and Improvement Costs

The LCAA have identified some set up costs, and some ideas for making improvements to the site. These are shown below:

Table of Set-up Improvement Costs

Item	Cost
Noticeboard	£340
Signs	£150
Sheds	£3,000
Shed bases	£500
Path creation with Bark chips	£180
Increased cost of 1.8m high perimeter fence	As yet unknown waiting for Developer to confirm
Total	£4,170

Whilst indicative costs are shown above the LCAA are confident that they will be able to reduce costs as much as possible by organising working parties to provide volunteer labour, and identify potential sources of materials that could be donated. The LCAA priorities at present are to cover the additional cost of the developer providing 1.8m high perimeter fencing, and if possible to provide a small shed for each plot. This would ensure the site is set up well and well presented.

Other potential funding sources - The LCAA have signed up to various Funding Forums and Newsletters to get an insight into potential sources of funding that they could apply to to develop and make improvements to the allotment site. Initial funding streams have been identified as follows:

- National Lottery Community Fund: Awards for All
- County and District Councillor Locality Funding
- Babergh Community Development Funding
- Sustainable Communities Food Fund
- Screwfix and Wickes Community Fund
- East of England Community Cares Fund and other Supermarket community Funds
- Arnold Clark Foundation
- Lavenham Community Council
- Lavenham Parish Council

The LCAA would therefore like to request initial funding support from the PC in the sum of £2,500 to enable all of the initial site improvements to be completed promptly and to support the running costs during our set-up year.. From our investigations it was found

that where PCs are involved in providing allotments it is not unusual for the allotments to be supported financially in this way,

6. Insurances

Advice has been obtained from the NAS on the Insurances which the LCAA should hold, these include Public Liability Insurance, Employers Liability Insurance, Trusted Persons Insurance and Individual Allotment Holders insurance, this can be provided by The National Allotment Society Membership.

7. Policies and Supporting Documents

The LCAA has created the following policies to assist in the smooth running of the site, and to provide clear guidance to the Tenants, the LCAA and the PC. The LCAA will endeavour to resolve all issues as soon as they arise, as allotment holders will be members of the LCAA we will all have a vested interest in creating good community spirit and working together.

All the policies will be monitored and reviewed and updated as required. These can be found as appendices to the Devolved Management Agreement

Policy No1 - Allocations

Policy No2 - Complaints and Disputes

Policy No3 - Health and Safety

Policy No4 - Inspections and Enforcement

Policy No5 - Livestock

Tenancy Agreement

Site Register - allotment number, tenancy, start date, inspections record, payment of fees etc

Waiting List

Maintenance Schedule

Risk Assessments

Inspection Forms

Appendices

Appendix 1 - Plan of Allotment site in Lavenham

Appendix 2 - Formal written request from local residents for the PC to provide allotments.

Appendix 3 - Lavenham Community Allotments Association Constitution

Appendix 4 - Devolved Management Agreement for The Paddocks Allotments between Lavenham Parish Council and Lavenham Community Allotments Association, Policies and Documents for managing the site.

Appendix 1 Plan of Allotment Site



Appendix 2 Formal written request from local residents for the PC to provide allotments



To Lavenham Parish Council

We the undersigned hereby request an Allotment in the Parish of Lavenham:

Name	Address	Signature
ROSANNA STACEY	1 BOLTON STREET, LAVENHAM,	
Francesca Tatum	10 The Paddocks LAVENHAM	
Paul Thompson	17 PEER CLOSE LAVENHAM	
Joan BORNETT	6. Constable Court Barn St, Lavenham	
Tracey Brinkley	3 Quakers Yard Water Street Lavenham	
RICHARD BARWICK	90 CHURCH STREET LAVENHAM	

Lavenham Community Allotment Association Constitution

1) Name: The name of the group shall be **Lavenham Community Allotment Association** referred to hereinafter as 'the Association'.

2) Aims and Objectives

The aims of Lavenham Community Allotment Association will be:

- Manage and maintain the Paddocks Allotment site fairly and sustainably, and seek ongoing improvements in standards and facilities, as required by the Parish Council
- Represent and support the interests of all allotment holders
- Promote good relations, inclusion and cooperation among members
- Encourage sustainable practices and community participation in food growing.
- To operate on a non-profit making basis, any surplus funds being ploughed back into the association.
- To seek and administer funding in support of the Associations aims and objectives

3) Membership

- a) Membership is open to anyone over 18 who rents a plot or supports the objectives of the association, and agrees to abide by the constitution, site rules and relevant policies.
- b) Membership will begin as soon as the membership form is completed and received by the Membership Secretary.
- c) A list of all members will be kept by the Membership Secretary.

4) Termination of Membership

- a) Members who are not allotment holders can cease to be a member at any time by writing to the secretary. It is however a requirement that all Allotment Holders are members of the Association.
- b) Membership will be terminated if the member does not adhere to the Association's constitution, policies or site rules and is removed by decision of the Committee.

5) Equal Opportunities

The Association will not discriminate on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age.

6) Officers and Committee

- a) The business of the Association will be carried out by a committee elected at the Annual General Meeting. Committee members will serve for one year and may stand for re-election.
- b) the committee will consist of at least 4 committee members
- c) the officer roles are as follows - a committee member may hold more than one role:
 - Chair - who shall chair both general and committee meetings
 - Secretary - who shall be responsible for the taking of minutes and the distribution of all papers

- Membership Secretary - who shall be responsible for keeping records of members, and those on the waiting list
 - Treasurer - who shall be responsible for administering all financial records, and bank accounts, and preparing annual accounts.
 - Additional committee members may also be appointed at the AGM, and up to two additional members may be co-opted onto the committee at the discretion of the committee during the year.
- d) the committee will oversee day to day operations of the allotment site including establishing any policies as required by the Parish Council.
- e) Vacancies may be filled by co-option until the next AGM.
- d) Any committee member not attending a meeting without apology for three months will be contacted by the committee and asked if they wish to resign.
- f) The Committee meetings will be open to any member of the Association wishing to attend, who may speak but not vote.
- g) The committee may invite additional non-voting advisors as needed.
- h) All committee members must declare any conflict of interest.

7) Annual General Meeting (AGM)

- a) held once per calendar year
- b) 14 days notice will be given to all members giving the date and time of the meeting and venue.
- c) Nominations for the committee may be made to the Secretary before the meeting, or at the meeting.
- d) The quorum for the AGM will be 5 members, All officers are required to attend.
- e) At the AGM:
 - i) The Committee will present a report of the work of the Association over the year.
 - ii) The Committee will present the accounts of the Association for the previous year.
 - iii) The Officers and Committee for the next year will be elected.
 - iv) Any proposals given to the Secretary at least 7 days in advance of the meeting will be discussed.

8) Special General Meetings (SGMs)

- a) Can be called by the committee or 20% of members
- b) 14 days notice will be given to all members giving the date and time of the meeting and venue.
- c) The meeting is solely for the issue for which it is called.
- d) The quorum for the SGM will be 5 members all officers are required to attend.

9) Committee Meetings

- a) Committee meetings to be held as required, but a minimum of 4 times per year.
- b) Committee members must receive notice of meetings at least 7 days before the meeting.
- c) The quorum for Committee meetings is 3 committee members
- d) Decisions made by majority vote; Chair has casting vote if tied
- e) Minutes shall be kept and made available to members on request.

10) Rules of Procedure for meetings

- a) All questions that arise at any meeting will be discussed openly and the meeting will seek to find general agreement that everyone present can agree to.
- b) If a consensus cannot be reached, a vote will be taken, and a decision will be made by a simple majority of members present. If the number of votes cast on each side is equal, the Chair of the meeting shall have an additional casting vote.
- c) Virtual attendance: Meeting may be held online, and electronic voting permitted where necessary.

11) Finances

- a) The Treasurer is responsible for managing all funds,
- b) The Treasurer will manage a dedicated bank account held in the name of the Association at a bank agreed by the committee
- c) Three unrelated cheque signatories will be nominated by the Committee (one to be the Treasurer).
- d) All cheques/payments will be signed/or approved by two signatories.
- e) Records of income and expenditure will be maintained by the Treasurer and a financial statement given at each meeting
- f) All money raised by or on behalf of the Association is only to be used to further the aims of the group, as specified in item 2 of this constitution.
- g) Annual accounts shall be independently reviewed and present at the AGM
- h) Expenditure over £50 must be authorised by the committee

12) Amendments to the Constitution

- a) Amendments to the constitution may only be made at the Annual General Meeting or a Special General Meeting.
- b) Any proposal to amend the constitution will require a two thirds majority of those present and entitled to vote.

13) Conduct and Disputes

- a) Offensive, discriminatory, or abusive behaviour will not be tolerated
- b) Members breaching the conduct policy may be suspended or removed.

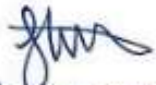
14) Data Protection

- a) The Association will store member data securely and in compliance with GDPR
- b) Data will only be used for legitimate Association purposes.
- c) Members may request to see or have their data deleted.


15) Dissolution

- a) If a meeting, by simple majority, decides that it is necessary to close down the group it may call a Special General Meeting to do so. The sole business of this meeting will be to dissolve the group.
- b) If it is agreed to dissolve the group, all remaining money and other assets, once outstanding debts have been paid, will be donated to a local charitable organisation. The recipient organisation will be decided at the meeting where dissolution takes place.


This constitution was agreed at the Inaugural General Meeting of Lavenham Community Allotment Association on date

Chair: 
Francesca Tatum

Date: 9.07.2025

Secretary: 
Tracey Brinkley

Date: 9.7.25

Treasurer: 
Rosanna Stacey

Date:
9/7/25

Membership Secretary

Date

Paul Thompson
P.M. Thompson

9.7.25

**Devolved Management Agreement between
Lavenham Parish Council and Lavenham Community Allotments Association
for the provision and maintenance of the
Community Allotment Site at The Paddocks.**

This agreement is effective from xxxxxxxx and shall continue for a minimum period of five years. The agreement will be reviewed annually by both parties to ensure accuracy and compliance. Any changes will be negotiated as required and formalised, with this current document remaining in place until it is superseded.

1. Interpretation

- 1.1. Lavenham Parish Council will be referred to as “The Council” throughout this document.
- 1.2. Lavenham Community Allotments Association will be referred to as “The Association” throughout this document.
- 1.3. The Community Allotment site at The Paddocks will be referred to as “The Allotments” as defined in Section 2 of this document.
- 1.4. References in this agreement to anything which any party is required to do or not to do includes acts, defaults and omission, whether;
 - 1.4.1. Direct or indirect;
 - 1.4.2. on their own account; or
 - 1.4.3. for or through any other person; and
 - 1.4.4. those which they permit or suffer to be done or not done by any other person.
 - 1.4.5. Every reference to any party within this document refers to the collective group and successors in titles will assume responsibility for tasks as delegated in this agreement and as part of their normal job description.

2. Allotments

- 2.1. This agreement concerns the devolved management of the Allotments situated at The Paddocks adjacent to the railway walk as outlined in Appendix A (Plan of Allotment site)

- 2.2. The Council will remain the owners of the lease for the site as per their agreement with Tiller (The Paddocks) Ltd.
- 2.3. The Allotments is defined as the area outlined in (colour) on Appendix A (Plan of Allotment site to be marked up)
- 2.4. Allotment holders and authorised persons will have use of the right of way across the Railway Walk in vehicles and on foot for purposes of visiting and tending their allotments as marked on Appendix A in (colour) (Plan of Allotment site to be marked up)
- 2.5. Allotment holders and authorised persons will have the right to access and use the car park whilst visiting and tending their allotments only, as marked on Appendix A in (colour). (Plan of Allotment site to be marked up)
- 2.6. Allotment holders and authorised persons have a pedestrian right of way across the public open space to access the allotment site as marked on Appendix A in (colour) (Plan of Allotment site to be marked up)
- 2.7. An on site water supply will be available for allotment holders use only, and the account will be managed and paid by the Association.
- 2.8. If required by the Council the Association will pay the annual service charge, payable by the Council to Tiller (The Paddocks) Ltd as a contribution to the maintenance of the car parking area.
- 2.9. Any member of the Council shall be entitled to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and the Association's records.

3. Allotment Tenancy Agreement and Rent

- 3.1. Each allotment plot on the Allotment Site will be let to individuals as per the Tenancy Agreement.
- 3.2. Allotments may be let as partial or full plots.
- 3.3. Allotment charges will include all costs (including water charges) and will be determined by the Association and reviewed annually.
- 3.4. The Association will collect the allotment charges on an annual basis. These will be held in an appropriate bank account and used by the Association to cover the costs of the Allotments. Any surplus funds will be reinvested into the Allotment site.

3.5. New Tenancy Agreements and terminations will be administered by the Association on behalf of the Parish Council as landlord.

3.6. The Association will keep accurate records of all Allotment tenants and provide these to the Parish Council annually and when tenants leave or join or of any changes.

4. The Association's Commitments

4.1. The Association will consist of a committee of management of not less than 4 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association.

4.2. The Association will provide the Council with the names and addresses of all committee members and notify the Council of any change of membership of the committee.

4.3. The Association will take on responsibility for the day to day running and maintenance of the Allotments as defined within this document and Schedule of Responsibilities - Appendix B.

4.4. The Association will produce and maintain any supporting policies and procedures on behalf of the Council. A full list of current documents is included at Appendix C.

4.5. The Association will ensure the Allotment Site is only used as allotment gardens for private horticultural purposes and not for the purpose of any trade or business.

4.6. The Association will facilitate the maintenance of the Allotment Site, and a maintenance schedule kept. The site and allotment plots will be regularly inspected in accordance with Policy No4 Inspections and Enforcement.

4.7. The Association will keep an up to date waiting list of applicants for allotments in accordance with Policy No1 Allocations.

4.8. The Association will be responsible for maintaining the perimeter fence and shared paths and any sheds provided by the Association within the allotment site as shown on Appendix A.

4.9. The Association will use its best endeavours to keep the site free of rubbish, organising the appropriate disposal arrangements where required.

5. Termination of Devolved Management Agreement

5.1. The Agreement may be terminated by either the Council or the Association giving at least 12 months' notice in writing.

5.2. This agreement will be terminated upon the dissolution of the Association.

5.3. This agreement may be terminated immediately by either party if the other party is found to be non-compliant of these conditions and a resolution can not be sought.

6. Insurance

6.1. The Association must hold:

6.1.1. Public Liability Insurance,

6.1.2. Employers Liability Insurance,

6.1.3. Trusted Person's Insurance,

6.1.4. Individual Allotment Holders insurance, provided by The National Allotment Society Membership.

6.2. The Council must hold their own insurances as required.

7. Breaches and Disputes

7.1 Any breaches or disputes relating to Tenants and the Tenancy Agreement will be managed by the Association in the first instance, in line with Policy No 2 Complaints and Disputes policy.

7.2 If a dispute arises within the context of this agreement between the Council and the Association, both parties will seek to resolve any dispute or breach of the agreement through open and honest discussions and communication. If this fails to resolve the situation then the use of a mediator will be made whose decision shall be binding on both parties.

Executed by the Council by

In the presence of

Executed by the Association by signing by Two members of the committee

In the presence of

Appendix A Plan of Allotment Site



Appendix B Schedule of Responsibilities

	Management Responsibility	Lavenham Community Allotments Association	Lavenham Parish Council	Developer's Management Company
1	Own the lease for the Allotment Site land.		x	
2	Take legal responsibility of the land and ensure compliance with all relevant laws, by-laws and regulations.		x	
3	To use best endeavours to support the Parish Council with compliance to all relevant laws bye-laws and regulations.	x		
4	Show prospective tenants vacant plots.	x		
5	Allocate vacant plots to new tenants using agreed Tenancy Agreement, and ensure the tenant is aware of rules, regulations and responsibilities.	x		
6	Inform the Parish Clerk of new tenants. Arrange for the completion of application forms with proof of address.	x		
7	Issue Tenancy Agreements and ensure they are signed by PC and Tenant.	x		
8	Maintain a Database of all tenants, tenancy dates, payment of charges, inspection records etc.	x		
9	Inform the Parish Council of tenant's deaths and voluntary terminations.	x		
10	Manage the Allotment Site waiting list.	x		
11	Ensure the Allotment Site is used as allotment gardens for private horticultural use only	x		
12	Communicate allotment issues and information to all tenants.	x		
13	Facilitate the maintenance of the Allotment Site and keep a maintenance schedule.	x		
14	Inspect individual plots regularly as per the Inspection policy and follow up any non-compliance.	x		
15	Manage complaints process and facilitate open and honest discussions between parties to seek a resolution if required.	x		
16	Deal with formal complaints and mediate in disputes where the Association has been unable to do so.		x	
17	Maintain the perimeter fence, shared paths and sheds provided by the Association.	x		
18	Facilitate keeping the site free of rubbish.	x		
19	Respond to tenant's enquiries and concerns and refer tenant to the Parish Council if required.	x		

20	Manage the Allotment Site's accounts including ongoing financial records and an annual report.	x		
21	Bid for grants to undertake a programme of site maintenance and improvements	x		
22	Set annual level of rents,taking into account water bills and other regular maintenance bills.	x		
23	Manage rent collection and arrears.	x		
24	Manage and be responsible for the Water bill account.	x		
25	Management of area outside of allotment site including hedges, attenuation pond, car park hard standing and surrounding land			x
26	Hold appropriate insurances e.g. Public Liability Insurance.	x	x	
27	Appoint a committee of management of not less than 4 people to be responsible to the council for the conduct and affairs of the Association.	x		
28	Provide names and addresses of all committee members and notify any changes.	x		
29	In accordance the Health and Safety Policy, Risk Assessments are to be carried out regularly and actioned if necessary	x		

Appendix C - For Information - List of Supporting Policies, Procedures and Document

Supporting documents - Policies

- Tenancy Agreement
- Policy No 1 Allocation's
- Policy No 2 Complaints and Disputes
- Policy No 3 Health and Safety
- Policy No 4 Inspections and Enforcement
- Policy No 5 Livestock Policy

Records to be kept and maintained

- Site Register - allotment number, tenancy, start date, inspections record, payment of fees etc
- Waiting List
- Maintenance Schedule (Appendix B in Policy 4)
- Risk Assessments (Appendix in Policy 3)
- Inspection Forms (Appendix A in Policy 4)

ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made the.....day of..... 202..

BETWEEN

(1) Lavenham Parish Council

of

("the Council") and

(2)

of

("the Tenant")

With the day to day running managed by

(3) Lavenham Community Allotments Association

Of

("the Association")

1. NOW IT IS AGREED as follows

2. Allotment

2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situate at The Paddocks, Railway Walk, Lavenham ("the Allotment Site") numbered xx on the Association's allotment plan ("the Plot).

3. Tenancy and Rent

3.1. The Plot shall be held on a yearly tenancy from _____ at an annual rent of £ _____ which is payable to the Association by the Tenant on the _____ of each year.

3.2. One month's notice of any rent increase will be given by the Association to the Tenant prior to the annual rent being due.

3.3. Water supply shall be included in the rental charge.

3.4. Membership of the National Allotment Society shall be included in the rental charge.

4. Cultivation and Use

4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family, but not on the Allotment Site.)

4.3. Over 75% of the plot must be cultivated with fruit, vegetables or flowers with the remainder of the plot being well maintained.

5. Prohibition on Underletting

5.1. The Tenant shall not underlet, assign or part with possession of the Plot or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

6. Conduct

6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.

6.2. The Tenant must comply with Site Rules attached as Schedule 1.

6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

6.4. The Plot may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Plot.

6.5. The Tenant must be a member of the Association and comply at all times with the Constitution of the Association.

6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

6.7. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7. Lease Terms

7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council holds the Allotment Site.

8. Termination of Tenancy

8.1. The tenancy of the Plot shall terminate:

8.1.1. Upon the death of the Tenant, or

8.1.2. On the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

8.1.3. by re-entry after twelve months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

8.1.4. by giving the Tenant at least twelve months notice.

8.1.5. by re-entry if the rent is in arrears for over 40 days by giving one month's notice.

8.1.6. by re-entry if the Tenant is not duly observing the conditions of this Tenancy or Site Rules by giving one month's notice, and in accordance with Policy No4 Inspection and Enforcement.

8.2. In the event of the termination of the tenancy the Tenant shall return to the Association any property (shed, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If, in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition may be charged to the Tenant (section 4 Allotments Act 1950).

9. Change of Address or Contact information

9.1. The Tenant must immediately inform the Association of any change of address, or contact information.

10. Notices

10.1. Any notice given under this agreement must be in writing.

10.2. Any notice served on the Association should be sent to the Associations email address, or the address specified above.

DRAFT

Executed by the Association on behalf of the Parish Council by two officers of the Association's Committee.

Signed:	Signed:
Name:	Name:

In the presence of

Signed:
Name:
Address:

Signed by the Tenant

Signed:
Name:

In the presence of

Signed:
Name:
Address:

Tenancy Agreement - Schedule 1

Allotment Site Rules

1. Trees

- 1.1. The Tenant shall not cut or prune any trees or vegetation outside their own plot.
- 1.2. The Tenant shall not plant any trees without the prior written consent of the Association.

2. Hedges and Paths

- 2.1. The Tenant shall keep in good repair any fences and any other gates or sheds on his Plot with the assistance of the Association.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar).
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.

3. Security

- 3.1. Where a lock is in use on Gates to the Allotment Site, the Tenant shall be issued with a key/code/card. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Plot under paragraph 5 of the Agreement.
- 3.2. Where a lock is in use on the main access gate it is to be locked when all users have left.
- 3.3. Tenants are responsible for the safety and security of tools and equipment stores on their own allotment plot.

4. Inspection

- 4.1. A member of the Association will routinely enter plots to inspect the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant.

5. Water/Hoses/Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice. Water collection units will be covered at all times.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points.
- 5.3. No fires are permitted on the Allotment Site.

6. Dogs

- 6.1. The Tenant can bring their dog(s) onto the Allotment Site provided they are on a lead whilst moving around the allotment site, and they remain on the Tenant's Plot only and are supervised at all times. Any faeces to be removed and disposed of off site by the Tenant when leaving.

7. Livestock

- 7.1. The Tenant shall not keep any animals or livestock on the Plot. If rabbits, bees and/or hens (no Cockerels) **wish to be kept** to the extent permitted by section 12 Allotments Act 1950, **prior written consent from the Association is required and the Tenant must comply with Policy No5 Livestock.** (Such animals are not to be kept for trade or business purposes.)

8. Buildings and Structures

- 8.1. The Tenant shall require the written consent of the Association to erect any building, polytunnel, greenhouse or pond on the Allotment Plot.
- 8.2. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.
- 8.3. The Association will not be held responsible for any loss by accident, fire, theft or damage from the Allotment Plot.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Site any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.3. The Tenant shall not utilise carpets or underlay on the Allotment Plot.
- 9.4. Tenants must not erect their own artificial lighting permanently on site.
- 9.5. Smoking is discouraged on and around the site. Smokers are responsible for ensuring cigarettes are extinguished and disposed of appropriately.
- 9.6. Tenants are encouraged to have and maintain their own First Aid Kit for minor injuries.
- 9.7. Tenants are advised not to visit the allotment site after dark as no artificial lighting is provided.
- 9.8. Tenants are encouraged to be aware of the plants they are cultivating and any which are hazardous are handled appropriately.
- 9.9. Tenants are required to read and comply with
 - 9.9.1 Policy 1 Allocations
 - 9.9.2 Policy 2 Complaints and Disputes
 - 9.9.3 Policy 3 Health and Safety

9.9.4 Policy 4 Inspections and Enforcement

9.9.5 Policy 5 Livestock

10. Chemicals, Pests, Diseases and Vermin

10.1. The use of chemical fertilisers and pesticides is discouraged. Any which are used must be commercially available products from garden or horticultural suppliers and should be suitable for general garden use and stored and used in accordance with their instructions.

10.2. When using any sprays or fertilisers the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and will be responsible for any damage caused.

10.3. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

11. Notices

11.1. The Tenant will ensure that the plot number is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Association.

12. Car Parking

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site whilst maintaining their Allotment Plot. They must be parked in the designated area, and not obstruct the haulage ways at any time.

12.2. When entering the site with a vehicle great care must be exercised when crossing the Railway Walk which is a public right of way. The access gates from the Paddocks and into the Open Space area (and vice versa) must be closed immediately after the site is entered or left.



Lavenham Community Allotments Association (LCAA)

Policy No1. Allocations

1. Allotments will only be let to applicants aged 18 years of age or over.
2. Applications can be made from residents of Lavenham and adjacent parishes.
3. Only one allotment plot per household is permitted. However if a plot remains unlet it may be rented to an existing tenant in addition to their primary plot to encourage that all plots are well maintained. If in the future a potential tenant comes forward then this arrangement will be terminated by giving one calendar month's notice.
4. Priority will be given to residents of Lavenham, which will be evidenced by the production of a current council tax bill. Tenants who move their residence more than one mile outside the Lavenham parish boundary will be given a 12 months grace period after which they must write to the LCAA explaining why they should be considered to remain as plot holders.
5. Applications for an allotment must be made to LCAA on the Application Form Appendix A.
6. Applicants will receive an acknowledgement of their successful application.
7. The LCAA will maintain the waiting list in order of the date on which the application was received.
8. When an Allotment becomes vacant it will be offered to the first person on the waiting list.
9. Plots may be split into half plots if requested by the potential or existing tenants to enable allotments to continue to be well managed.
10. The applicant will be given the opportunity to visit the available allotment, prior to committing themselves to a tenancy for that plot. Subject to the applicant's acceptance of the offered plot the applicant will be issued with a Tenancy Agreement and given 7 days to confirm acceptance by electronically accepting or signing an agreement and paying the fees applicable. If the allotment is declined or the applicant does not confirm acceptance within 7 days, then the allotment will be offered to the next person on the list. Applicants refusing the offer of a plot will be removed from the waiting list and may reapply when they are in a position to accept a plot.
11. If a tenant wants to upgrade to a full allotment plot, they must complete an application form indicating this. These tenants will be added to the waiting list and a full size plot will be allocated to them when the tenant "re-applying" has reached

the top of the list. At the time of offering an alternative plot an agreed transition period, not to exceed 6 weeks will be set.

12. If two tenants want to arrange a mutual swap of plots this must be agreed by the LCAA.
13. The rent payable will be shown in the tenancy agreement and annual rent invoice.
14. Any tenant evicted from a plot for non-payment of rent may not re-apply for an allotment for two years.
15. Initial Allocation Arrangements
 - 15.1. In recognition for their hard work in setting up the site and the association, committee members will be given first refusal for a plot. Any committee members who do not wish to have an allotment at this time may be added to the waiting list in the future provided they fit the above criteria.
 - 15.2. Before new applications are invited, any historic records of interested persons that the Association can obtain will be reviewed. As these may be incomplete and out of date, these individuals will be contacted to reapply and invited to join the waiting list. They will be ranked in the order of this new application.
 - 15.3. Any plot that has not been allocated to a committee member in the first instance will be allocated by way of a random draw to the applications received as a result of 15.2 above.
 - 15.4. Following this exercise applications will be invited from residents of the local area to apply for a plot as detailed above. They will be ranked in the order of their application date.
 - 15.5. Any remaining plots will be allocated to the next recorded applicant on the list.



Lavenham Community Allotments Association (LCAA)

Policy No1 Allocations Appendix A - Application Form

2026-27

Name:

Tel:

Address:

Email:

Membership

- Membership runs from 1st January to 31st December each year, and will remain on a rolling contract unless advised otherwise.
- Members who are not allotment holders can cease to be a member at any time by writing to the Secretary. It is however a requirement that all Allotment Holders are members of the Association.
- Membership will be terminated if the member does not adhere to the Association's constitution, policies or site rules and is removed by decision of the Committee.

I hereby confirm that I have been provided with a copy of the Association's constitution, policies, and site rules, and agree to abide by these.

I am over the age of 18.

Please tick the box if you wish to apply for an Allotment ☐

Please indicate if you wish to have a full plot ☐ or half plot ☐

Please tick if you already have an Allotment on site ☐

Please enclose a copy of a current council tax or utility bill to confirm you are a local resident ☐

Signed:

Dated:

GDPR Statement

The Lavenham Community Allotments Association (LCAA) holds the following data about each of its members:-

1. Name.

2. Postal address.

3. Contact details; one or more of landline phone number, mobile phone number, email address.

4. Plot number.

- This data is physically and electronically securely stored by the LCAA and available only to serving LCAA Officers
- Each member is entitled to see his or her own entry.
- The Association itself uses this information to contact you to inform you of its activities over the year including administration of rents and general meetings.
- The Association does have dealings with third parties that require basic personal information (name, address, preferred form of contact) to be passed to them. They are insurers, seed suppliers and National Allotment Society.
- Your data will not be passed on to any other third party without your prior permission.
- The data will be deleted as and when you leave the LCAA

On May 25th 2018 the General Data Protection Regulation (GDPR) came into force. It is a Europe-wide regulation. One specific requirement is that members of all organisations need to be made aware of the information held about them, the uses to which that data is put and need to contract into that GDPR requirement. Would you please therefore sign the form below to indicate your agreement to this data being held and used in the ways described above.

The information I have given on this form is correct and I consent to the LCAA using the data in the ways stated.

Signed.....

Name.....

Date.....



Lavenham Community Allotments Association (LCAA)

Policy No2. Complaints and Disputes

Disputes and Complaints process for Lavenham Community Allotments Association

1. Introduction

1.1. It is hoped that tenants, LCAA and the Parish Council will work harmoniously to create a positive atmosphere at the Allotment Site and any problems can be highlighted and a solution found to rectify any issues, however it is recognised that issues and disputes can arise. This policy has been introduced to protect the interests of all tenants and to ensure that any complaints or disputes are dealt with in a fair and timely manner.

1.2. The Association recognises that allotment sites can be sociable places, populated by people who share a mutual appreciation of gardening. The Association encourages activities that further the development of social interaction and a sense of community on the allotment site. At the same time, the Association recognises that allotments are both public and private places, within which some tenants may wish to be left to garden in peace. The Association recognises the right of any tenant gardening in compliance with their tenancy agreement to the quiet enjoyment of their allotment plot, a right that if violated by any form of unreasonable interaction within or across the boundaries of that individual's allotment plot, will not be tolerated.

1.3. Where disputes between tenants arise, the Association will encourage tenants to resolve the dispute amicably between themselves, and only if this fails to make a formal complaint.

1.4. The Association maintains that responsibility for the behaviour of any person who is invited onto an allotment plot by a tenant lies with that tenant, and that this principle should be included in the tenancy agreement. This principle applies both to members of the tenant's family of whatever age and to third parties.

1.5. The Association recognises the value and importance of good social relations between tenants, the Association and parties external to the allotment, including neighbours, sympathetic individuals and organisations, and institutions with the power to help protect allotment sites.

2. Formal Complaints

2.1. All complaints must be made in writing so there is a full record of any allegations made. Written complaints can be given to LCAA email address: lavenhamcommunityallotments@gmail.com

2.2. Written complaints must include the full name, and contact details of the complainant. Complaints must include a full explanation of the issues, and persons involved, including plot numbers where relevant.

2.3. All complaints will be reviewed by the LCAA Committee. Investigations will be completed and all necessary information gathered to consider the complaint in full.

2.4. All complaint investigations should focus on obtaining all relevant facts and can include:

- interviews with relevant individuals
- review of any relevant correspondence, e-mails or other documents
- inspection of the relevant plot(s) or equipment
- reference to the requirements of allotment policies and rules.

2.5. Full records of interviews and action taken as part of an investigation should be kept including the date and times of any meetings and who was present.

2.6. The committee will reach a decision on whether any further action is required, including whether the Enforcement Process within Policy No 4 Inspection and Enforcement should be initiated.

2.7. In cases where serious misconduct has occurred, including; threatening behaviour, physical abuse or other behaviour that places the use of the allotments or other plot holders or members of the LCAA at risk immediate termination may be considered.

2.8. If the complaint indicates that a criminal offence may have been committed, the above process will be followed but in addition the complainant will be advised to report the matter to the police.

2.9. Complete confidentiality shall be maintained with respect to all complaints and investigations.

2.10. The complainant and the Parish Council will be informed of the outcome. If the complainant is dissatisfied with the outcome they can contact the Parish Council and raise a formal complaint via their process.



Lavenham Community Allotments Association (LCAA)

Policy No3. Health and Safety

1. Statement of Policy

Our health and safety policy is, so far as is reasonably practicable, to:

- 1.1. Prevent accidents on our site;
- 1.2. Provide a safe environment for all activities undertaken on our site;
- 1.3. Manage health and safety risks to tenants, contractors and visitors on our site;
- 1.4. Ensure Tenants, the Association, contractors and site visitors are aware of their responsibilities for health and safety;
- 1.5. Provide clear instructions and information to appointed contractors engaged on site and ensure risk assessments are in place;
- 1.6. Ensure safe handling and use of substances hazardous to health;
- 1.7. Ensure emergency procedures are in place in case of fire or other incident / accident;
- 1.8. Review this policy periodically and in the event of any significant incident

2. Responsibilities for all Tenants

- 2.1. Their own health and safety and that of others around them;
- 2.2. The health and safety of any visitors they invite to the site;
- 2.3. Obeying Tenancy Agreement site rules;
- 2.4. Co-operating with the Association and Parish Council on health and safety matters;
- 2.5. Reporting hazards promptly to the Association;
- 2.6. Maintaining their own tools and equipment;
- 2.7. Storing and using chemicals safely;
- 2.8. Preventing fire and explosion by taking appropriate fire precautions.
- 2.9. Ensuring that any cigarettes are extinguished and disposed of appropriately

3. LCAA committee members are additionally responsible for:

- 3.1. Monitoring overall site safety and ensuring action is taken to maintain high standards of health and safety;
- 3.2. Organising risk assessments and taking any action as appropriate;
- 3.3. Ensuring that safety standards are enforced;
- 3.4. Taking appropriate action when the Tenancy Agreement or site rules are not followed;
- 3.5. Appointing competent contractors where required;
- 3.6. Communicating with Tenants, visitors and any others affected by allotment activities.

4. Contractors are responsible for:

- 4.1. Their own health and safety and that of others affected by their activities;
- 4.2. Working in accordance with their risk assessment/relevant industry standards, as appropriate.
- 4.3. Holding appropriate insurances

5. Site Visitors are responsible for:

- 5.1. Adhering to the Tenancy Agreement site rules.
- 5.2. Their own health and safety and that of others around them;

6. Risk Assessment (Appendix A)

Risk assessments relating to the allotment site and organised activities will be undertaken/ reviewed periodically, and may consider:

- 6.1. Slips, trips, and falls (e.g., uneven ground, wet or icy conditions, ponds).
- 6.2. Injuries caused by garden tools, machinery, and equipment.
- 6.3. Manual handling (e.g., lifting heavy bags of compost, soil).
- 6.4. Exposure to harmful substances (e.g., pesticides, fertilisers, asbestos).
- 6.5. Fire risks from bonfires, barbecues, fires, stoves.
- 6.6. Wildlife hazards (e.g., ticks, wasp nests, bees).
- 6.7. Infectious diseases.
- 6.8. Environmental hazards (e.g. river; flooding; risks from trees, shrubs and plants on site; storms).
- 6.9. Security

7. Inspections

7.1. Plot inspections will take place at appropriate intervals in accordance with Policy No4 Inspection and Enforcement. These are designed to check compliance with the Tenancy Agreement and health and safety standards, and to identify any further hazards. Individual health and safety concerns will be raised with tenants as part of the Enforcement Process.

8. Training

8.1. Appropriate training will be provided to site users where a need is identified e.g. voluntary work parties.

9. Emergency Procedures

- 9.1. Fire: Raise the alarm, evacuate the area, and contact the emergency services.
- 9.2. Medical Emergency: Administer first aid as appropriate, contact emergency services if necessary.
- 9.3. Severe Weather: If a storm or flood is forecast, Tenants must secure their plots and avoid working in dangerous conditions.
- 9.4. What three words for the site is - paint.crop.flask

10. First Aid

- 10.1 First aid kits are the responsibility of each Tenant.
- 10.2 Details of any accident or any 'near-miss' incident in the communal areas of the allotment site must be reported to the association for record-keeping and review.

Appendix A - Risk assessment

Hazard	Risk	Likelihood	Severity	Risk Level	Action Taken
No Lighting	Slips, trips and falls	Possible	Moderate	Medium	Tenants advised not to visit the allotment site when dark.
Uneven ground	Slips, trips and falls	likely	Minor	Low Medium	Site inspected regularly and any holes filled/levelled.
Vermin Infestation	disease/ infections	Unlikely	Significant	Medium	Water collection units to be kept covered. Regular inspections of plots will identify any evidence of vermin and arrangements made for pest control.
Chemicals e.g fertiliser	Exposure to harmful chemicals	Unlikely	Moderate	Low Medium	Tenants advised to use chemical free solutions where possible. Any chemicals used must be kept to a minimum, stored in their original containers as per their storage instructions and be those only commercially available.
Fire	Damage to surrounding woodland and nearby homes and injury to any persons in the vicinity	Very Unlikely	Severe	Medium	Fires are not permitted on any part of the Site. Any flammable chemicals are to be kept to a minimum and stored correctly. Smoking is discouraged on and around the site. Smokers are responsible for ensuring cigarettes are extinguished and disposed of appropriately.
Cuts and injuries	From sharp implements and objects	Possible	Moderate	Medium	Tenants are responsible when using their own tools. Site regularly inspected to identify any hazards and appropriate action taken.

Hazard	Risk	Likelihood	Severity	Risk Level	Action Taken
Manual handling	Lifting heavy objects	Possible	Moderate	Medium	Tenants are responsible for the movement of their own possessions and goods. Any communal projects will have the appropriate lifting equipment provided where necessary.
Wildlife Hazards	Ticks, Wasps/ Bees Nests	Possible	Moderate	Medium	Regular Inspections to include identifying any nests etc. and appropriate action taken.
Environmental Hazards	Flooding, falling trees, poisonous plants	unlikely	Moderate	Low Medium	Site inspected regularly to identify where flooding may occur, or where trees appear unsafe. Tenants are encouraged to identify the plants which are hazardous.
Security	Vandalism or Theft	Possible	Minor	Low Medium	Allotment site will be fenced and any communal locks should be locked when no tenants are on site. Tenants are encouraged to lock up their own tools etc in a shed or storage container.

Risk assessment matrix

	Severity				
	Negligible	Minor	Moderate	Significant	Severe
Likelihood	Very Likely	Low Med	Medium	Med Hi	High
	Likely	Low	Low Med	Medium	Med Hi
	Possible	Low	Low Med	Medium	Med Hi
	Unlikely	Low	Low Med	Low Med	Medium
	Very Unlikely	Low	Low	Low Med	Medium

Risk Matrix Example

Likelihood X Severity = Risk Level



Lavenham Community Allotments Association (LCAA)

Policy No4. Inspection and Enforcement

This policy is designed to ensure that all occupied allotments are used in compliance with the Tenancy Agreement specifically Section 4: Cultivation and Use

The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family, but not on the Allotment Site.)

Over 75% of the plot must be cultivated with fruit, vegetables or flowers with the remainder of the plot being well maintained.

When an individual does not meet the expectations required or has breached any of the terms of agreement, then the Enforcement Process within this policy will be applied. Every effort will be made to facilitate any improvements the tenant is required to make to prevent the process being escalated, however this does not apply to immediate terminations.

1. Inspection Process

1.1. Routine inspections will be conducted periodically throughout the growing year and will take into account the growing season. Inspections will aim to take place in April, July, and October.

1.2. Tenants will be informed of inspection arrangements in advance, and will be advised of the results of their individual inspection.

1.3. The Parish Council will be invited to send a representative to attend the inspections.

1.4. Follow up inspections will take place when an allotment has not met expectations and the Enforcement process has been applied.

1.5. Adhoc inspections will take place if a complaint is received or it is believed that policies have been contravened.

1.6. Inspectors will complete an inspection form (Appendix A) and will be kept on file.

1.7. General Site inspections will take place annually as per the Maintenance Schedule (Appendix B) or if issues are raised. Risk Assessments will be updated at this time as per the Policy No3 Health and Safety.

2. Inspection Criteria

2.1. The growing season will be taken into account when assessing compliance but will include that:

- The plot is predominantly laid out to grow fruit, vegetables and flowers.
- The shed is maintained.
- The plot is predominantly weed free.
- The plot is rubbish free.
- The tenant is complying with Policy No5 Livestock.
- Any compost heaps are contained and are made of green or brown waste only.
- The Tenant is practising sensible water conservation, utilising covered water butts on sheds and other buildings and mulching as a water conservation practice.
- The plot does not exceed the plot perimeter or interfere with any other plot.
- The plot is not being used for business use.
- The plot is overall “maintained”.

2.2. Allowance will be given to new Tenants and those who have informed the Association in advance of any mitigating circumstances.

2.3. An inspection form will be completed (Appendix A) and photographs taken if required.

3. Enforcement Process

Improvement Letter (Appendix C)

3.1. The first course of action if a plot is identified as not complying with their tenancy will be an Improvement letter.

3.2. This letter will detail the issues and indicate what is required to become compliant.

3.3. The tenant will be given a period of time to rectify the situation or explain satisfactorily the reasons for the plot's unacceptable condition and agree a date and action plan with the Association for remedial work to be completed.

3.4. The Association should be made aware of any special circumstances relating to the Tenant whose plot is unacceptable e.g: illness. Any information gathered will be dealt with confidentially and each instance will be dealt with on an individual basis.

Final Warning Letter (Appendix D)

3.5. After the rectification period, and in absence of any improvement, or an explanatory letter, a final warning letter will be issued, reaffirming the statements in the improvement letter. The Tenant will be given a final timescale for addressing the issue or to provide an explanation.

3.6. The Parish Council will be informed and the Tenant will be advised of this, and also that failure to address the issue will result in the Tenancy will be terminated.

Termination Letter (Appendix E)

3.7. Issuing a Termination Letter is a final resort and will only be actioned if another solution cannot be found.

3.8. If there is no improvement or a satisfactory explanation accepted within the timescale given, a termination letter will be issued to the Tenant. Who will be given one month's notice to remove any crops, personal tools and structures left on the site.

3.9. All termination letters will be sent recorded delivery.

3.10. In the event of a serious breach of the Tenancy Agreement, the Association reserves the right to issue an immediate termination letter, without progression through all stages as detailed in this procedure.

3.11. The Parish Council will be informed and the Tenant will be advised of this.

4. Termination Appeals Process

4.1. The Tenant may appeal in writing to the LCAA against the termination within 14 days of the receipt of the termination letter.

4.2. The appeal should detail the reasons for the lack of improvement and why the termination letter should be withdrawn.

4.3. The Tenant will retain ownership of the plot whilst the appeal is being considered.

4.4. There are three options for the LCAA to consider:

- Uphold the termination.
- Re-instate the Tenant with a probationary period of 6 months, where any further breach of the Allotment Terms and Conditions will result in immediate termination with no right of appeal.
- Re-instate the Tenant with no probation.

4.5. The appeal meeting of the LCAA committee should be minuted and circulated to both the Tenant and Parish Council to ensure there is a record of the process.

4.6. If the Tenant remains unhappy with the decision, a formal complaint can be made to the Parish Council.

Appendix A - Plot Inspection Form

Tenant Name:	Plot Number	
Inspected By:	Inspection Date	
Plot Layout		
Criteria	Compliant	Comments
The plot is predominantly laid out to grow fruit, vegetables and flowers.		
The shed is maintained		
The plot is predominantly weed free		
The plot is rubbish free		
The tenant is complying with the Policy No4 Livestock		

Compost heaps are contained and are comprised of green or brown waste only		
Practising sensible water and water collection units are covered		
The plot does not exceed the plot perimeter or interfere with any other plot		
The plot is not being used for business use		
Plot is overall “maintained”		
Inspection Passed/Failed		
Areas for Improvement (photograph as appropriate)		
Enforcement Process Commenced		
Date for Re-Inspection		

[illegible]

Appendix C - Improvement Letter

Name
Address

Date

Dear Tenant

Re: The Paddocks Allotments, Railway Walk, Lavenham Plot No: _____

I am writing to you to express concern about the condition of your plot and to draw your attention to the lack of cultivation/to the issues detailed below:

-

The Association requires the following actions to be undertaken:

-

There may, of course, be genuine reasons of which the Association is not aware of (illness, family or work commitments). Please can you confirm whether you expect to rectify the issues above, whether you need help or advice or if, in fact, you no longer wish to rent the plot.

You are given xx days to rectify the situation or respond.

In the absence of any communication, or of an adequate improvement in your plot within this period, the Association will continue with the Enforcement Process within Policy No4 Inspection and Enforcement.

Thank you for your co-operation.

Yours sincerely

Secretary
On behalf of: Lavenham Community Allotment Association

Appendix D - Final Warning Letter

Name
Address

Date

Dear Tenant

Re: The Paddocks Allotments, Railway Walk, Lavenham Plot No: _____

Following the letter dated xxxxx (enclosed) in which we set out the improvements that were required by you to comply with the Tenancy Agreement, we are now writing to you to advise that issues remain with your plot.

As detailed previously the condition of your plot is not acceptable and due to the lack of cultivation/to the issues detailed below:

-

We are therefore issuing a Final Warning and are giving you a further xx days to comply with the request above, or to provide an explanation of any extenuating circumstances.

In the absence of any communication, or of an adequate improvement in your plot within this period, the Association will continue with the Enforcement Process within Policy No4 Inspection and Enforcement which would be to terminate your tenancy..

We hope that we can resolve this situation and thank you for your co-operation.

Yours sincerely

Secretary
On behalf of: Lavenham Community Allotment Association

Appendix E - Termination Letter

Name
Address

Date

Dear Plotholder:

Re: The Paddocks Allotments, Railway Walk, Lavenham Plot No: _____

In accordance with 8.1.6 of your Tenancy Agreement we are giving you xx days notice to end your Tenancy of Plot no xx at The Paddocks Allotment Site. The notice period will end on xx xxxx xxx.

*These steps are necessary as you have failed to address the issues highlighted to you as requiring action in my letters dated xxx xxxx.

Or

As a result of a serious breach of your tenancy agreement we are issuing you with immediate notice to terminate your Tenancy as detailed below:

- *delete as appropriate

You should return to the Association any keys and property (shed, etc.) made available to you during the Tenancy and should leave the plot in a clean and tidy condition. Any works required to return the plot to a satisfactory condition may be recharged to you in accordance with Section 9 of your Tenancy Agreement.

Please ensure that you remove all of your property and belongings from your plot by the xx xxxxx xxxx.

Yours sincerely

Secretary
On behalf of: Lavenham Community Allotment Association



Lavenham Community Allotments Association (LCAA)

Policy No5. Livestock

Introduction

This policy has been produced to explain to tenants the types of livestock that may or may not be kept on the allotments managed by Lavenham Community Allotments Association (LCAA).

Definitions

For the purposes of this policy, livestock means all animals including bees.

Policy Statements

No livestock except those specifically mentioned in the Allotment Act 1950 will be considered by LCAA. Any tenant interested in keeping livestock at the site should express their interest in writing to the Association.

Although the Allotment Act 1950 permits the keeping of chickens and rabbits, the Association would discourage the keeping of such livestock on the allotments. Since 1950, animal welfare has become a prominent issue and LCAA would have to be mindful of the conditions under which any livestock would be kept. LCAA also has to take into consideration the proximity of the surrounding area with regards to the encouragement of foxes, rats, etc. These considerations should be viewed in conjunction with the three statutory provisos, to the keeping of livestock on an allotment, namely that they are not to be kept in such a manner as to be prejudicial to health, do not create a nuisance to others and do not affect the operation of any other law such as animal welfare legislation.

Any livestock kept on site must not be kept for trade or business purposes and accordingly to be limited in number as LCAA may specify.

1. Keeping of Chickens or Rabbits

1.1. For those wishing to apply to keep hens and/or rabbits on the allotment, please complete the Application form at Appendix A and return it to: lavenhamcommunityallotments@gmail.com.

1.2. Tenants wishing to keep chickens or rabbits on the allotment site must adequately show that they have considered their neighbours, national legislation, and animal welfare - taking into consideration the 5 freedoms of animal welfare developed by the Farm Animal Welfare Council (FAWC). These state that, at all times, individuals have a duty of care to ensure that their animals are free:

- from hunger and thirst
- from discomfort
- from pain, injury or disease
- to express normal behaviour
- from fear and distress

1.3. The size and area of housing and runs must be discussed and agreed with LCAA prior to erection. Consideration needs to be given to neighbours regarding the siting of the roosting and covered run areas to prevent shading on an adjoining neighbour's plot. For the keeping of poultry, tenants must register with the Animal and Plant Health Agency and maintain this annually, and comply with their guidance and regulations particularly in relation to Bird Flu.

1.4. Applicants should support their application with appropriate plans or photographs.

1.5. The LCAA reserves the right to consult with advisors (such as vets etc.) in the vetting of this application and monitoring the condition of livestock.

2. Beekeeping

2.1. For those wishing to apply to keep Bees on the allotment, please complete the Application form at Appendix A and return it to: lavenhamcommunityallotments@gmail.com

2.2. Tenants wishing to keep Bees on the allotment site must adequately show that they have considered their neighbours, national legislation, and identified a suitable location.

2.3. The beekeeper must be a member of the British Bee Keepers' Association via a local association. They must also register with the Animal and Plant Health Agency and comply with their guidance and regulations, particularly in relation to disease control, and husbandry.

2.4. They must also have third-party liability insurance to cover any possible claim that may occur. Evidence of membership and third-party liability insurance must be provided with the application form.

2.5. If permission is granted by the LCAA it will stipulate any security and safety measures required.

2.6. Non-compliance with this policy may result in a request to remove hives from the allotment site.

Appendix A Application Form for Hens/Rabbits/Bees*

*delete as appropriate

Name:

Plot Number:

Topic	Comment
Feedback from Neighbouring Plots	
Location of housing and run, dimensions, and numbers of animals. Please provide a sketch of location and layout	
Describe the proposed husbandry regime	
Food types, quantities and how stored on site	
Safety and Security Measures of livestock and people.	

Signature:

Date:

Please submit your form with copies of Public Liability Insurance and evidence of membership of the relevant bodies



Site Register



Waiting List