

Winterbourne Parish Council

Allotments Policy and Development Strategy

Revised February 2019. Revision period: annual

Allotment site

The Parish allotments are located off Down Barn Road, Winterbourne Gunner. The site was established in 1853 following the Inclosure Act 1848 and is the only remaining of three sites so established (one for each of the three Winterbournes)(1). Since the site was established specifically for the purpose of providing allotments, and has been used for the purpose continuously since that time, it is a statutory allotment site protected under section 8 of the Allotments Act 1925.

To further protect and secure the site, the Parish Council registered its title to the land with the Land Registry in 2009. Copy of the Registry entry is at Annex A. The site is circa 2.75 acres and is divided into 22 plots of ~500m² (20 poles). This is a provision for allotments gardens well above that recommended by the Thorpe Report 1969 (0.5 acres per 1000 population) and well above the average provision determined by a national allotment survey 1996 (15 plots per 1000 households) (2,3), since the Winterbournes comprises ~550 households.

The allotments are regarded as a valuable amenity, not just by the occupiers but more widely across the parish. In response to the household survey conducted in 2016, 157 households described the amenity as “highly valued” although only 18 Winterbourne households currently rent a plot.

Parish Council duties and powers

Local councils have a duty to provide allotments where there is a demand from residents. The law governing allotments is set out in statutes passed between 1908 and 1950. A summary and further references are set out in Appendix 2 to Growing in the Community (2). See also Annex B.

Councils have the power to define the terms of use of their allotments within the boundaries set by law. The Allotment Act of 1922 defines the term “allotment garden” as “an allotment not exceeding 40 poles in extent which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by himself or his family”. This description is important as it defines permitted use of an allotment plot, and most councils set terms and conditions (rules) that place other permitted uses in the context of this primary requirement to cultivate a proportion of the plot (typically 60 to 75%) for vegetables or fruit.

An Allotment Manager oversees the Down Barn Road allotment site on behalf of the Parish Council. The respective roles and responsibilities for the Allotment Manager, the Parish Council, and the Parish Clerk are set out in Annex C.

Policy

Winterbourne Parish Council is committed to the maintenance of an allotment site sufficient to meet the needs of the parish, in accordance with its statutory duties and in recognition of the many benefits to individuals and the community.

Subject to the need to meet its statutory responsibility to provide allotment plots to its parishioners¹, Winterbourne Parish Council will accept applications from residents in neighbouring parishes, particularly from parishes where allotments are not provided.

The Parish Council seeks to ensure that the allotment site is self-financing recognizing that the amenity is used by a small minority of parish residents. The costs of services (water), maintenance, provision for capital and other works, and occupancy rates will be taken into account when determining rent.

The allotment site and the plots therein should be:

- safe and accessible to a wide range of interests and abilities appropriate to permitted uses;
- used equitably, effectively and productively in accordance with the tenancy agreements and any associated rules and guidance, with regard for protection of the environment, and in compliance with all relevant regulations and laws; and
- maintained to a high standard for the comfort and convenience of all users.

Current status

The 22 plots are currently let to 28 tenants (18 are resident within the Winterbourne Parish). Most occupy one standard plot, some tenants rent part of a plot, and two tenants rent an area greater than the standard plot size. Rent is charged in proportion to area occupied (2019-2020 rate is £0.12/m²). There are three residents currently waiting for an allotment garden and the Parish Council anticipates meeting this need during 2019-2020 as vacancies arise.

The accounting/tenancy period aligns with the financial year (1 April to 31 March). The tenancy agreement for the year beginning in 2019 is at Annex D.

Maintenance and use of the plot by tenants is variable. For many, the area is effectively cultivated for production of fruit and vegetables consistent with the purpose of an allotment garden. In other cases plots are partially used, may be used primarily or solely for keeping of hens, or largely neglected.

During 2018 the Parish Council developed a set of rules and guidance for the use of the allotment gardens. Following consultation with the current tenants the Parish Council formally adopted the rules at its meeting in December 2018.

Objectives for 2019

1. Undertake an annual safety (including environmental safety) inspection of the site and individual gardens and implement any recommendations arising from such safety inspection.
2. Undertake maintenance, repair and amenity development, including:
 - a. Clearance of waste from the site
 - b. Modify vehicle entrance to improve safety and security
 - c. Remove non-fruiting trees from the site, in consultation with tenants where appropriate
 - d. Subject to agreement with landowner(s), establish a safer pedestrian access to the site

¹ In practice this means that Winterbourne residents would have priority in the event of oversubscription.

3. Hold an annual meeting with allotment tenants.
4. Undertake an annual review the tenancy agreement and rules/guidance notes for tenants.
5. Raise awareness and interest in allotment gardening through the Village Link and neighbouring parish magazines.
6. Implement any recommendations arising from safety inspections.

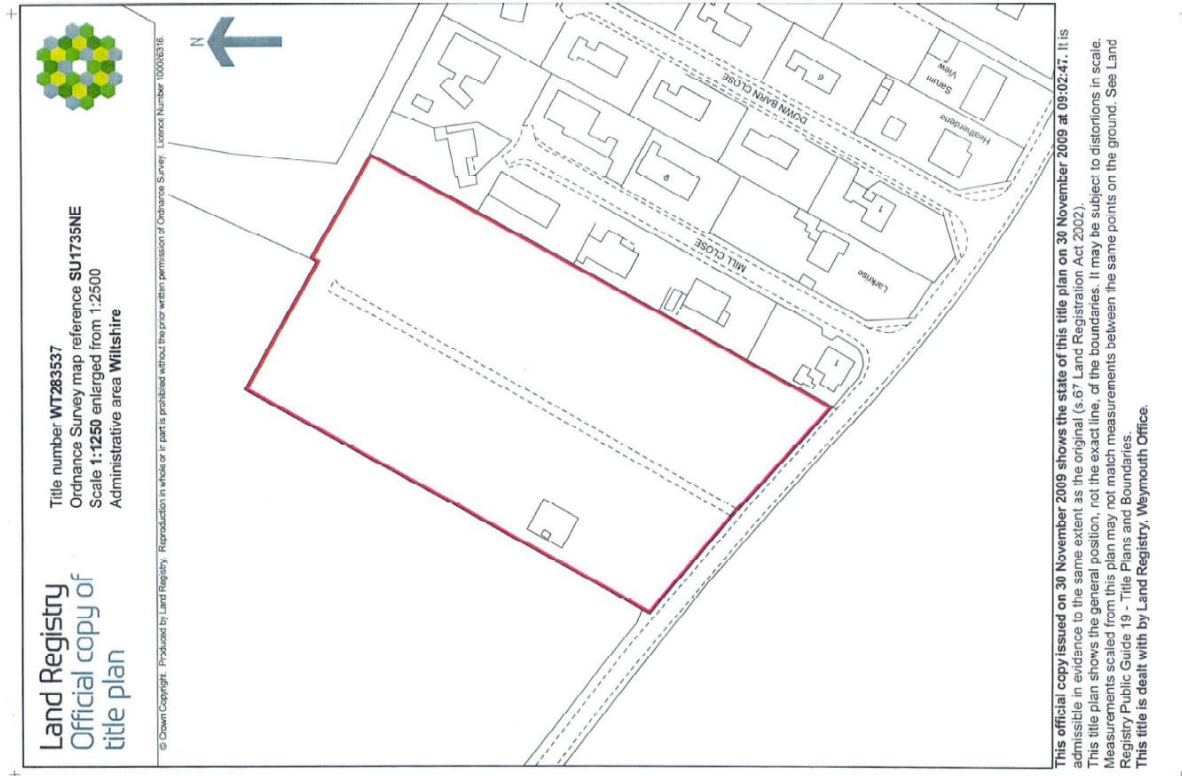
Resources & links

1. The Winterbourne Allotments. A note by KP Norris. Bourne Valley Historical, Record and Conservation Society BV6 99073.
2. "Growing in the Community" second edition, published by Local Government Association <https://www.local.gov.uk/sites/default/files/documents/growing-community-second--8f5.pdf>. See also "A Place to Grow" supplementary document to (1) <https://www.local.gov.uk/sites/default/files/documents/place-grow-supplementary--736.pdf>
3. The 1969 Departmental Committee of Inquiry into Allotments Cmnd.4166 (Thorpe Report) http://allotmentresources.org/wp-content/uploads/2013/10/thorpe_report.pdf.
4. National Allotment Society at <https://www.nsalg.org.uk/>

Annexes:

- A. Land registry entry for the Down Barn Road allotment site
- B. Parliamentary briefing note of allotments, 2012
- C. Portfolio task description
- D. Tenancy Agreement 2019-2020 and rent schedule

Annex A. Land registry entry for the Down Barn Road allotment site



Land Registry



Official copy of register of title

Title number WT283537 Edition date 15.10.2009

- This official copy shows the entries in the register of title on 30 November 2009 at 09:02:47.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 30 November 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 7 - A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Weymouth Office.

A: Property register

This register describes the land and estate comprised in the title.

WILTSHIRE

- 1 (15.10.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Down Barn Road, Winterbourne.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (15.10.2009) PROPRIETOR: WINTERBOURNE PARISH COUNCIL care of The Parish Clerk Windrush, Kings Paddock, Winterslow, Salisbury, Wiltshire SP5 1RZ.
- 2 (15.10.2009) The value stated as at 15 October 2009 was £50,000.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (15.10.2009) The land is subject to such restrictive covenants as may have been imposed thereon before 15 October 2009 and are still subsisting and capable of being enforced.

End of register

Annex B. Parliamentary briefing note on allotments (embedded file – click to open)



Allotments

Standard Note: SN/SC/887
Last updated: 22 March 2012
Author: Christopher Barclay
Section: Science and Environment Section

- This note describes the law on allotments, including some issues that frequently arise. The [National Society of Allotment and Leisure Gardeners Ltd](#) has a very useful website and is the main centre of allotment expertise.
- The law on allotments appears in several Acts of Parliament, some more than a century old.
- The *Small Holdings and Allotments Act 1908* imposed a duty on councils – which remains in force – to provide allotments if six or more people say that they want them. However, there is no time limit and many people would have to wait decades to obtain an allotment.
- Building on statutory allotment land is only allowed when the allotment holders are offered alternative sites.
- Despite these controls, many people have asked for the provision of more allotments to satisfy demand.
- The Government argues that the neighbourhood planning regime, for which the Localism Act makes provision, could lead to many new allotments.

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This information is provided to Members of Parliament in support of their parliamentary duties and is not intended to address the specific circumstances of any particular individual. It should not be relied upon as being up to date; the law or policies may have changed since it was last updated; and it should not be relied upon as legal or professional advice or as a substitute for it. A suitably qualified professional should be consulted if specific advice or information is required.

This information is provided subject to [our general terms and conditions](#) which are available online or may be provided on request in hard copy. Authors are available to discuss the content of this briefing with Members and their staff, but not with the general public.

See also “Allotments and the law”. Published by In Brief at <https://www.inbrief.co.uk/neighbour-disputes/allotments/>

Annex C: Portfolio task description

Portfolio task	Allotment Manager	
Manager	Parish Council	Parish Clerk
	Appoints Allotment Manager	
Monitor use of allotment gardens, and advise Parish Council of any issues arising from maintenance, occupation and services that cannot be resolved locally	Determines policy and conditions for use of allotment gardens. Provides services (e.g. water) and agreed maintenance	Records income and costs attributable to the provision of allotments, in line with the policy for self-financing.
Focal point for applications or interest from prospective tenants, maintain waiting list (if necessary) and allocate plots in line with the criteria set out in the Rules and Guidance.	Determines rent in line with agreed allotment policy	Issues tenancy agreements, invoices
First point of contact for tenants, facilitates consultations as required		
Lead an annual safety (including environmental safety) inspection and risk assessment	Consider and respond to matters arising from safety inspections and risk assessment	
Provide an annual summary report on the state of the allotment site and gardens, with recommendations, that will form the basis for the next year's plan	Agrees revisions to plan and strategy, and any enforcement actions that may be required	Issues enforcement or termination notices to tenants as requested by the allotment manager

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Annex E: Tenancy agreement and rent schedule

Agreement made on:

Between Winterbourne Parish Council (hereinafter called The Council) and

Name (hereinafter called the tenant):.....

Address:

Telephone number:

Email address:

By which it is agreed that:

1. The Council shall let to the tenant for him/her to hold as tenant from year to year one plot on Down Barn Road site, Winterbourne Gunner.

2. The tenant shall pay a yearly rent of [insert actual amount for the tenant], being £0.12/m² for allotment garden [insert plot number(s)] of [insert square metres], due on the 1st April in each year and the first such payment shall be due on the first day of April after the commencement of the tenancy. However, if the commencement of the tenancy is after the 1st April then an equivalent amount is due pro rata for the remainder of the year to 31 March.

3. The Agreement may be determined by either party hereto giving to the other twelve months' notice in writing to quit and expiring on or before this sixth day of April or on or after the twenty-ninth day of September in any year. It may also be determined by the Council by re-entry after one month's notice:

(a) if the rent is in arrears for not less than 40 days; or

(b) if the tenant is not duly observing any of the terms or conditions of his tenancy.

4. The tenant shall during the tenancy carryout the following obligations:

(a) The Allotment Garden shall be kept in a clean, decent and good condition. Nothing should be dumped on the Allotment except for refuse solely from the Allotment that can be disposed of by burning or composting.

(b) No nuisance or annoyance shall be caused by the tenant to any tenant of any part of the Allotment Garden provided by the Council.

(c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens, ducks or rabbits for the tenant's own domestic consumption. The Parish Council stipulates that such livestock should be kept confined within the tenant's own allotment and with chicken wire fencing erected on their respective plot of the height of six feet tall.

(d) The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden.

(e) The tenant shall not erect any building or other permanent structure on the Allotment Garden or fence the Garden without first obtaining the written consent to the Council.

- (f) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and family except for hens and rabbits as specified in clause 4(c).
- (g) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
- (h) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Gardens.
- (i) The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment.
- (j) The Tenant must observe all rules and regulations relating to the allotment gardens issued 1 January 2019 or may at any time in the future be made by the Council and of which the Tenant is notified.

5. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

6. If the tenant shall have been in breach of any of the foregoing provisions of the Agreement for the period of one month or longer the Council may re-enter upon the Allotment Garden and the Tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

7. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give them notice in writing of the matters in respect of which any such compensation has been paid or promised.

8. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post to the address at the head of the Agreement.

9. The Parish Council prohibits the use of watering sprinkler systems.

Signature of Tenant

NOTES: which do not form part of the Agreement

- 1. Additional terms may be added to this Agreement to suit special local situations and inappropriate terms may be removed BUT Clauses 1 to 3, 4(h) and 6-8 must appear in any Agreement.
- 2. See Clause 5(c) under section 12 Allotments Act 1950 a tenant cannot be prevented from keeping hens or rabbits for domestic use.

Finalised 22.02.2009, (last updated 25/2/19)

TENANCY RENEWAL AGREEMENT FOR ALLOTMENT GARDENS – WINTERBOURNE PARISH COUNCIL

Tenancy renewal effective from: 1/4/22

Between Winterbourne Parish Council (hereinafter called The Council) and

Name (hereinafter called the tenant):.....

Address:

Telephone number:

Email address:

By which it is agreed that:

1. The Council shall let to the tenant for him/her to hold as tenant from 1st April year to year one plot on Down Barn Road site, Winterbourne Gunner.

2. The tenant shall pay a rent for the year 1 April 2022 to 31 March 2023 of £ (Plot ??, being ?? square metres) due by the 30th April 2022. Receipt by the Council of payment will be taken as acceptance of the terms and conditions set out in this renewal agreement and in the Allotment Rules & Guidance dated [??].

3. The Agreement may be terminated by either party hereto giving to the other twelve months' notice in writing to quit and expiring on or before this sixth day of April or on or after the twenty-ninth day of September in any year. It may also be terminated by the Council by re-entry after one month's notice, but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid:

(a) if the rent is in arrears for not less than 40 days; or

(b) if the tenant is not duly observing any of the terms or conditions of his tenancy.

4. The tenant shall during the tenancy carry out the following obligations:

(a) The Allotment Garden shall be kept in a clean, decent and good condition. Nothing should be dumped on the Allotment except for refuse solely from the Allotment that can be disposed of by burning or composting.

(b) No nuisance or annoyance shall be caused by the tenant to any tenant of any part of the Allotment Garden provided by the Council.

(c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens, ducks or rabbits for the tenant's own domestic consumption. The Parish Council stipulates that such livestock should be kept confined within the tenant's own allotment and with chicken wire fencing erected on their respective plot of the height of 1.8m or full enclosure.

(d) The tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment Garden.

(e) The tenant shall not erect any building or other permanent structure on the Allotment Garden or fence the Garden without first obtaining the written consent to the Council.

(f) The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and family except for hens and rabbits as specified in clause 4(c).

(g) The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.

(h) The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotment set out for the use of the tenants of the Allotment Gardens.

(i) The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other by-laws, orders or regulations affecting the Allotment.

(j) The Tenant must observe all rules and regulations relating to the allotment gardens issued April 2021 or may at any time in the future be made by the Council and of which the Tenant is notified.

5. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

6. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided by the Allotments Act 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the Council give them notice in writing of the matters in respect of which any such compensation has been paid or promised.

7. Any notice required by this agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post to the address at the head of the Agreement.

8. The Parish Council prohibits the use of watering sprinkler systems.

NOTES: which do not form part of the Agreement

1. Additional terms may be added to this Agreement to suit special local situations and inappropriate terms may be removed BUT Clauses 1 to 3, 4(h) and 6-8 must appear in any Agreement.

2. See Clause 5(c) under section 12 Allotments Act 1950 a tenant cannot be prevented from keeping hens or rabbits for domestic use.

Finalised 22.02.2009, *(last updated 17/2/2021, reference 17/2/21 WPC minutes)*

