

Colwall Orchard Group: Allotment Policy

Purpose

This Allotment Policy explains the Colwall Orchard Group (COG)¹ policy and principles which guide the management of Colwall allotments. The policy will be reviewed at least every 5 years by the COG Trustees.

Background

Colwall Allotments are located at Colwall Village Garden in Old Church Road, Colwall. The allotments occupy 2 acres of the 6.5-acre site which was purchased by the Colwall Orchard Group in May 2011. From the time of purchase, it was the intention to create allotment plots to rent along-side a Community Orchard, and the plots were created and leased to tenants very soon after the land was purchased.

There are currently 58 allotment plots of various sizes which are leased to people in the village of Colwall and localities nearby. Plots range in size from a full sized 250m² plot, to under 1/8th of a plot at 28.7m², with the most common size being a 1/4 of a full plot.

Initially, Colwall Allotment Association (CAA) was set up as an unincorporated body to manage the allotments. The annual rent collected from individual allotment plot tenants by the CAA was forwarded to COG to pay for the land purchase and for the overall site management. The CAA collected an additional allotment membership fee from each tenant to pay for some aspects of the day-to-day management of the allotments (eg insurance and petrol for mowers). From [DATE2021] the full responsibility for managing the allotments was taken on directly by COG to streamline the arrangements and to improve legal and financial clarity between landowner and tenants.

Colwall Village Garden is managed for both people and nature. This means that we encourage wildlife and seek improvements for habitat; and provide green space for quiet recreation. Our site is open to the public and we encourage visitors from both the local community and further afield to explore, relax and enjoy the site.

Principles for managing the allotment site

Seven principles underpin COG Allotment Policy and the practical means for delivering these principles are described in more detail on the following pages.

The principles are:

1. **Good relations** between COG and allotment tenants – we work together to create a friendly, supportive and welcoming approach to allotment gardening. The allotment tenants are important to COG;
2. **Future security** - so that tenants feel secure that their plot will be there long-term and COG knows that its land will be used in a way that contributes to the community;
3. **Sustainable and affordable allotment fees** – that means that the allotments are accessible to the local community and provide income sufficient to allow COG to both cover its costs and to further invest in the site;
4. **Equal opportunity and accessibility** – COG will endeavour to make the allotments accessible to as many as possible;

¹ Formally Colwall Orchard Trust Ltd, a company limited by guarantee (registration no. 07495461) and a charity (registration no. 1142573)

5. **Clarity about roles and responsibilities** – so both COG and allotment tenants are clear with regard to finance, legal, H&S and insurance matters;
6. **Environmentally friendly gardening** – with tenants adopting organic methods of cultivation, water conservation and with minimised use of bonfires on site;
7. **Operating within the law** – with COT meeting its legal responsibilities as both a Charity and a Company Limited by Guarantee;
8. **Provision of infrastructure** – to support allotment gardening activities.

1. Good relations

COG will:

- adopt an 'open door' policy so that all tenants have a means to contact a named person (the Allotment Manager) with questions, concerns and ideas;
- keep tenants informed of matters relating to the management of the allotment site by email, via the COG website and on the site notice board;
- deal with all allotments tenants and allotment enquiries respectfully and courteously;
- hold an annual tenant liaison meeting;
- encourage tenants to create and join a tenant liaison/social group providing a forum of like-minded individuals to share good practice and knowledge and to organise social events.

Tenants are:

- invited to form a tenant liaison/social group (as above);
- invited to join the Allotment Working Group;
- expected to behave reasonably and courteously at Colwall Village Garden and when dealing with COG volunteers. Violent, threatening or intimidating behaviour will not be tolerated and will be dealt with in line with the procedure in the Tenancy Agreement.

2. Future security of tenure

COG is committed to retaining allotment plots on the site at Colwall Village Garden. The provision of allotments for private rental are stated as an objective in the COG Five Year Business Plan which is reviewed annually and rolled forward every five years.

COG recognises the benefits of having a long-term ambition for allotments on the site. It provides clarity for both COG and for the individual allotment plot holders; it helps considerably with planning and provides opportunities for grant funding.

COG will offer an annual Allotment Tenancy Agreement to plot holders each year in December and this will run from the following 1st February to 31st January.

In the event of unforeseen circumstances that prevent COG delivering its Business Plan objective, changes proposed will be presented to, and discussed with, allotment tenants at a public meeting. Any decision regarding such change would need to be agreed by COG members at an Annual or Extraordinary General Meeting. In the extreme circumstance that allotment plots could no longer be provided, the legal requirement of a minimum of 12 months' notice will be given to allotment tenants.

If the land has to be sold, firstly it must be offered to the previous owner of the land as per a legal agreement signed at the time of purchase in 2011.

COG would support any eligible community organisation seeking to designate the whole Colwall Village Garden site as being an Asset of Community Value (ACV) should they wish to make the necessary application to the Herefordshire Council.

3. Sustainable and affordable allotment fees

The allotments are managed by COG to provide both community benefit and a source of income for COG. As a charity COG is run on a non-profit basis with all income raised used to support its charitable objectives. The income generated from the allotments will be ring-fenced, as charity restricted funds, to use specifically to manage, maintain and improve the Colwall Village Garden site for people (allotments tenants, COG members and the wider community who visit the site for quiet recreation) and for nature.

The provision of allotments must be totally funded by those who rent the allotment plots and cannot be subsidised by COG charitable funds. COG recognises the significant and important contribution of volunteers in the form of both time, skills and experience. Indeed, without volunteer input the allotments would not be economic on the site.

The annual charge for the allotment will be made up of three elements:

- Plot fee - based on a price per square metre;
- Tenant fee – which is a charge per tenant. Anyone involved in the cultivation of an allotment plot must be registered as a tenant and there can be more than one tenant per plot;
- National Society for Allotment and Leisure Gardening (NSALG) individual tenant membership which includes individual allotment insurance. This will be added to the Tenant fee at the rate charged by the NSALG.

COG will review the allotment fees annually and will adjust the plot and tenant fees to reflect changes to the economy. This will be based on a transparent and independent mechanism used by other allotments sites and other rental agreements, such as the Consumer Price Index (CPI).

COG is committed to ensuring that members of the community experiencing economic difficulties can still have an allotment by reducing the fee for their plot (see Principle 4).

The plot fee and tenant fee combined provide income to cover all, or a proportion of the following items:

- access to a selection of hand tools stored in a community tool shed, along with the repair and replacement of tools and the tool shed;
- toilet facility (including maintenance and replacement costs);
- supply of stored rainwater and top-up supply of mains water up to a value of £100 per year²;
- maintenance, running costs and replacement costs of mowers, strimmer's and other powered tools used to mow pathways and communal areas used by allotment tenants (eg parking area and grassed area by Apple Packing Shed);
- maintenance of fencing, hedges and gates;
- repair of paths;
- site furniture such as picnic benches;
- promotion and information eg website, site notice board, interpretation panel and posters;

² An annual variable service charge will be levied in arrears for actual metered mains water consumption in the preceeding year. This will be apportioned to all plot holders on the basis of cultivated land area based upon usage in excess of an amount directly subsidised by COG.

- site insurance including public liability, and employer liability;
- COG administration and management costs related to finance, communications, legal and general management.

The allotment income will also be used to help finance future improvements to Colwall Village Garden which may include some or all of the following:

- all weather parking;
- increased rainwater harvesting to reduce reliance on mains water and improved distribution;
- covered area for shelter from sun or rain;
- storage facilities for organic manure and mulch;
- disabled toilet facilities;
- better accessibility for people with limited mobility
- signage to site entrance.

4. Equal opportunity and accessibility

COG will endeavour to make the allotments accessible to as many as possible, in line with COG equal opportunities policy.

Tenants must be a minimum of 18 years old and a resident in the Parish of Colwall. Plots may be offered to residents in other parishes at the discretion of the Allotment Working Group but such allocations will normally be limited to no more than 10% of the plots available.

Applications for an allotment must be in writing (by post or email) and a waiting list is maintained with identification of those living in the Parish of Colwall and those outside of the Parish. When a plot becomes available it is offered to the person at the top of the waiting list. If the plot is not suitable (eg too big or too small) that person may remain at the top of the waiting list for two further offers.

Existing plot holders wishing to swap plots, for example to have a larger or smaller size plot, must notify the Allotment Manager in writing and they will be offered a swap before anyone on the waiting list is contacted.

Members of one household may not lease more than one plot while there is a waiting list, and never more than two plots on the site. Once a tenant has two plots, they may continue to lease the two plots until they end their tenancy on either or both. Tenants must not sub-let plots.

The plot fee may, at the discretion of the Allotment Working Group, be reduced for those demonstrating financial difficulties, at the time that they are offered a tenancy or a tenancy renewal, and this will be promoted via the website (and other suitable ways) and dealt with in confidence.

As set out in its Business Plan COG would like to provide disabled toilet facilities and more accessible paths around the site. COG will also consider:

- helping to adapt a plot, or other means of access (eg priority parking) where someone has limited mobility;
- making a plot available for those experiencing social or economic difficulties or for a person referred by the Green Prescriptions initiative.

5. Clarity about roles and responsibilities

Allotment holders will be required to sign a Tenancy Agreement with COG annually. The Tenancy Agreement will commit tenants to follow rules which govern the use of site (see Annex 1). Tenants will also be required to sign to confirm their compliance with a health and safety statement (Annex 2) including the safe use of tools as per site guidance (provided as a poster/powerpoint tbc).

6. Environmentally friendly gardening

Tenants must:

- use organic methods of cultivation following Garden Organic Principles of Organic Gardening³. Non-organic herbicides, pesticides or fertilisers cannot be used.
- conserve water. While access to water is provided tenants are encouraged to minimise use, by using mulch, watering during the evening or early morning, [and any other];
- must not hold individual bonfires as these are not good for the environment;
- must comply with environmental responsibilities set out in the Tenancy Agreement.

COG will:

- provide guidance on organic herbicides, pesticides or fertilisers;
- make arrangements to provide mulch and manure for purchase by allotment tenants to support reduced use of water;
- arrange occasional bonfires and notify tenants when these are likely to take place;
- review and amend the Allotment Tenancy Agreement regularly in line with the COG Environmental Policy.

7. Operating within the law

COG is both a charity and a company limited by guarantee. As such it must operate legally under both UK and charity law and within guidance issued by the Charity Commission. The COG Board of trustees accepts that it must always be mindful of its charitable objects and must manage its assets for the public good. Any lease of any part of its land is treated as a disposal under charity law and the COG trustees are committed to meeting their legal obligations for disposals as set out under the relevant Charity Commission guidance.

COG must also be compliant on Health and Safety matters. The Allotment H&S Policy Statement for tenants will be reviewed at least annually and will be amended in line with changes in the law and good practice. COG will also maintain a register of Risks and Hazards relating to allotment gardening and, as a member of the National Society for Allotment and Leisure Gardening (landowner category) COG will operate within the H&S guidance it provides to allotment landowners. Volunteer activities relating to the management of the allotment site will be covered by the COG Employee and Volunteer Liability Insurance.

8. Provision of infrastructure

To support allotment gardening COG will provide:

- Toilet
- Communal tool shed and hand tools
- Rain water harvesting and main water supply
- Parking on site when conditions allow
- Cycle racks
- Webpages, site welcome panel and notice board
- Storage space for deliveries of mulch and manure

³ <https://www.gardenorganic.org.uk/principles>

- Fencing, gates and hedges to keep life-stock off plots
- Communal bee hives

Tenants must:

- Not to build structures (eg sheds, greenhouses, fences), and to seek advice before constructing fruit cages, cloches, raised beds or any other structure on their plot;
- Park sensitively and only when conditions allow;
- Maintain their plot in a way that is compliant with their Allotment Tenancy Agreement.

Management of Allotments

The allotments will be managed by the COG Board under a direct letting agreement. This means that COG will be directly responsible for the allotments and it will issue annual tenancies in advance to individual plot holders.

COG will create an Allotment Working Group to manage the allotments. A procedures document will be written to guide the individuals involved in running the allotments as part of the AWG.

The AWG will be led by an Allotment Manager who must be a COG Trustee and who will generally oversee the allotments. That role is likely to be supported by further additional roles such as a finance manager, a tenant liaison and communications manager, a plot inspection Manager, the Colwall Village Garden site manager, H&S Manager, Tools and Equipment Manager and a Bonfire and Composting Manager. Any one of these could also be the Allotment Manager.

The key areas of responsibility to be managed are:

- Site maintenance including mowing and maintaining pathways, parking and communal areas, site infrastructure including water storage and distribution, the toilet, tool shed, fences and gates, maintaining hedges and areas for conservation, ordering mulch and muck, and repairing and replacing tools and equipment;
- Tenant liaison including annual meeting, regular newsletter to tenants, keeping a waiting list, allocating plots and briefing new tenants;
- Plot and Tenant Fee collection and the annual offer of the tenancy agreement;
- Tenant compliance/H&S (in the form of plot inspections twice a year during the growing season, and monthly tool inspections)
- The production of a written annual report on the allotment site management, the finances and issues arising.

Allotment tenants will be invited to participate in site maintenance tasks such as mowing the grass, and with monthly site work parties when a range of jobs are undertaken to keep the shared buildings, tools, equipment and open space tidy and safe.

Signed Date

Next review 5 years from date signed

**Colwall Allotments
DRAFT Tenancy Agreement**

This Tenancy Agreement is between the landowner (Colwall Orchard Trust) and the named tenant(s):

Tenant(s) name:

Tenant address:

1. Eligibility:

- 1.1 Tenants must be:
 - 1.1.1 a minimum of 18 years of age;
 - 1.1.2 resident within the parish of Colwall. Plots may be allocated to residents of other parishes at the discretion of the COT Allotment Working Group but such allocations will be normally limited to no more than 10% of the allotment site.
- 1.2 All people named on the tenancy will be required to become a member of National Society of Allotment and Leisure Gardens (NSALG).

2. Allotment plot and tenant fees:

- 2.1 The allotment fee period will run from 1st February to 31st January each year and payment is due by 31st January.
- 2.2 The fee for a full plot (approx 250sq metres) will be £96.00 per annum
The fee for a half plot (approx 120 sq m) will be £48.00 pa
The fee for a quarter plot (approx 60sq m) will be £24.00 pa
The fee for any other plot sizes will be pro rata at 38.4 pence per square metre
- 2.3 Each named tenant must also pay an additional tenant fee of £8.
- 2.4 Plots leased after 1st August will pay half of the combined annual plot and tenant fee and after 1st November will pay quarter of the combined annual plot and tenant fee.
- 2.5 Plot and tenant fees will be reviewed periodically by the Colwall Orchard Trust as site landlord.

3. Tenancy requirements:

- 3.1 Tenancy will be limited to the equivalent of one full plot per household.
- 3.2 Tenants may not sub-let plots.

- 3.3 In the event of the death of a tenant the tenancy will be deemed to have ended after 2 calendar months have elapsed.
- 3.4 Tenants must advise COG of any change in their residential address and contact details. COG may use email, telephone and/or letters to communicate with tenants.
- 3.5 Tenancy holders must ensure all regular cultivators are named on the tenancy agreement.

- 4. **Disabled tenants:**
 - 4.1 Where reasonably practical COG will help tenants to adapt a plot to make it accessible according to their individual needs.

- 5. **Waiting lists:**
 - 5.1 A waiting list will be administered by COG for new applicants once all plots have been allocated.
 - 5.2 If an applicant on the waiting list is offered a plot but does not respond to this offer within 14 days the plot will be offered to the next applicant on the list.
 - 5.3 If an applicant is offered a plot but cannot take up that offer because the plot is the wrong size or for other reasons s/he may request a deferment on up to a total of 3 occasions and remain at the top of the list. The plot will then be offered to the next applicant on the list.
 - 5.4 A waiting list will be administered by COG for those existing tenants wishing to move to an alternative plot.

- 6. **Joint tenancy:**
 - 6.1 Those wishing to share a plot will be viewed as joint tenants.
 - 6.2 Joint tenancy will be limited to 2 tenants per plot.
 - 6.3 Joint tenants will be jointly responsible for the annual fee and must both sign the tenancy agreement.
 - 6.4 Joint tenants have the right to retain the tenancy should the other tenant give up.

- 7. **Group tenancy:**
 - 7.1 A group may be an informal association of up to 6 people or a registered legal entity.
 - 7.2 Members of an informal association will be jointly responsible for the annual plot fee and tenant fees. All members of the group must sign the tenancy agreement.
 - 7.3 The representative of the legal entity is responsible for the annual plot fee and must sign the tenancy agreement and provide evidence of liability insurance.
 - 7.4 In the event of members leaving an informal group the remaining members of the group will be responsible for payment of plot fee and tending of the plot in accordance with the tenancy agreement.

- 8. **Disputes between tenants:**
 - 8.1 All reasonable efforts will be made by COG to resolve disputes between tenants fairly and quickly. The resolution proposed by COG will be final.
 - 8.2 Complaints should be made in writing to the chairperson of COG.
 - 8.3 COG will request a written answer to the complaint from a tenant subject to the complaint.
 - 8.4 In the event of a complaint being upheld and that the tenant subject to the complaint has been found to have failed to comply with the terms and conditions of the tenancy agreement then COG will issue a verbal warning. In the event of continued non-compliance, a written warning will then be issued followed in due course by a notice to quit as detailed in part 9 below.

9. Notice to quit:

- 9.1 A tenant will be given written notice to quit if:
- 9.1.1 they have not complied with the terms and conditions of the tenancy agreement, after being provided with a written notice and no less than 28 days to comply with the terms and conditions;
 - 9.1.2 rent arrears exceed 28 days from the due payment date.
- 9.2 Notice will normally be not less than 28 days. However immediate notice to quit will be given in the event of gross misconduct.

10. General conditions:

- 10.1 Tenants will be expected to behave reasonably and courteously when on the allotment site. Complaints regarding behaviour will be resolved in accordance with the COG disputes procedure as stated in 8. above.
- 10.2 Tenants may not keep livestock of any kind on the allotment. There is provision in Colwall Village Garden for bee hives.
- 10.3 Tenants may not park vehicles in Old Church Road when present on the allotment site and must not park on the site at Colwall Village Garden when notified that the site is closed to vehicular access.

Limited parking facilities are available on the allotment site at Colwall Village Garden but there is no guarantee of parking on the site at any time. The site will be closed to vehicular access when the Colwall Village Garden site manager considers the surface conditions are unsuitable for parking.

COG does not own the entrance driveway to Colwall Village Garden and allotment plot holders have no legal right to park their vehicles on the driveway.

- 10.4 Plots should be well managed and maintained and tenants must not allow their plots to become neglected. COG recognises that tenants will differ in the ways that they achieve this goal and encourages a wide range of approaches to allotment holding. However, where an area of more than 50% of the total plot area (not including a reasonable area of pathway) is left uncultivated⁴ during the growing season⁵ and at the time of a Plot Inspection, a formal notice to quit will be issued following adherence to the appropriate COT procedure (as detailed above at 8.11).
- 10.5 Tenants must maintain boundaries of their plots and should not allow any plants to become a nuisance and encroach upon mown boundary paths or neighbouring plots. Plot boundaries will have fixed markers and tenants must not allow their plot to extend beyond these. COG will make every effort to contact tenants before taking action to remove vegetation from pathways but reserves the right to cut back encroaching plants.

⁴ Cultivation of a plot is defined as: the maintenance and improvement of the soil; the growing of herb, flower, fruit and vegetable crops; the control, prevention and removal of plants that are named on the COG list of invasive and prohibited plants (I&PPs).

⁵ The Growing Season for COG is May to October during which time there will be periodic plot inspections by the COG Allotment Working Group.

- 10.6 Invasive plants and weeds that risk spreading to other plots or the surrounding environment must be managed, and prohibited plants must not be allowed to establish on a plot. A list of invasive and prohibited plants is in Annex A to the Tenancy Agreement. Management of invasive plants will include dead heading before seeds are dispersed and removing root spreading plants before they reach the plot boundary.
- 10.7 Tenants may cover temporarily uncultivated areas of their plot, with proprietary membrane or a thick mulch, to discourage the growth of invasive and prohibited plants. If a covered area is greater than 50% of the total plot area, then the tenant must inform COG so that a date can be agreed for re-cultivation. Permanent covering of large areas of a tenanted plot, during the growing season², will not be permitted unless prior permission from COG has been obtained.
- 10.8 Tenants will be expected to use organic methods of cultivation following the Soil Association guidelines. COG will circulate a list of approved herbicides and pesticides from time to time.
- 10.9 Tenants may not build a shed, fence, hedge, pond or any other structure on the plot other than compost bins.
- 10.10 Tenants wishing to construct raised beds should seek the permission of COG prior to doing so – there may be limitations on the height and area allowed. Permission will not be unreasonably withheld.
- 10.11 Those tenants wishing to use fruit cages should seek permission from COG as there may be limitations on the height and area allowed. Permission will not be unreasonably withheld.
- 10.12 Tenants may use netting, horticultural fleece, proprietary weed suppressing membrane and cloches not exceeding 1 metre in height. If the cloche has glass it must be safety glass or have safety film applied. However, large polytunnels or carpet may not be used on the allotment site.
- 10.13 The use of barbed/razor wire is forbidden.
- 10.14 Tenants should not allow rubbish, cuttings, prunings, etc. to accumulate on or near the plot. Individual compost bins are permitted.
- 10.15 Individual bonfires will not be allowed at any time. A communal bonfire will be arranged by COG as and when necessary. Allotment tenants must not add to the bonfire pile without being notified that a bonfire is scheduled to take place.
- 10.16 Tenants must not bury or spread the ashes of a family pet or animal on their plot.
- 10.17 Tenants are required to use all possible methods of water conservation when cultivating plots.

Allotment tenants have access to water from butts and tanks, located in front of the Apple Packing Shed, which harvest rainwater from the shed roof.

Mains water To be added once clear what is to be provided.

- 10.18 Tenants will have access to the tool store and must not disclose any information (for example, a combination lock code) to another person where that disclosure might compromise the security of the tool store. The store should be left locked at all times. Allotment holders must not store personal possessions in the shed, must leave the shed tidy and clean tools before returning them. Tenants must sign to say that they have read, understand and will comply with the safe use of tools document (see H&S below).
- 10.19 Tenants must return all tools and equipment to the store and leave them tidily in a clean and serviceable condition. Any damage to tools should be reported without delay to any member of COG.
- 10.20 Tenants must not store flammable materials on site or in the tool shed. Failure to comply with this condition will be treated as a serious breach of this Tenancy Agreement.
- 10.21 Dogs are allowed within the allotment area, but are to be kept on a lead and to be kept off other people's plots.
- 10.22 COG reserves the right to amend or change the terms and conditions of the tenancy agreement.

Other matters to include in Tenancy Agreement

- +Supervision of children, non-tenant helpers etc
- +Leaving plot in condition when tenancy ends.

**Colwall Allotment Association
Health and Safety Policy Statement**

The health, safety and welfare of our members or visitors are of paramount importance to the Colwall Orchard Group (COG). COG is dedicated to providing and maintaining a safe environment and culture for allotment tenants and others affected by allotment activities.

This policy complies with all appropriate prevailing legislation and regulation forming part of English law, as well as those requirements imposed by stakeholders.

The identification of hazards and the control of risks are systematically managed by competent persons, thereby providing assurance that everything which is reasonably practicable is done to avoid or minimize injury or ill-health.

Measures implemented by COG to support this policy include, but are not limited to:

- Arrangements for dealing with accidents, ill-health and provision of first aid equipment on site;
- **Safe use of tools guidance;**
- Formal management structure with identified roles and defined responsibilities;
- Clear lines of communication and consultation including an accident and incident reporting system.

While the control of health and safety risks is primarily a management function, COG is equally dependent upon the observance of this policy by all members and plot holders, and the exercise of a common duty of care to themselves and others, as defined by the Occupiers Liability Act 1957.

This policy statement will be reviewed by the COG Board and proposed amendments will be notified to nominated allotment tenant representatives.

This policy is to be read in conjunction with the General Conditions set out in Colwall Allotment Tenancy Agreement.

Tenant Agreement

I have read this Health and Safety Policy and agree to observe it and exercise a common duty of care as described.

Tenant 1 Name

Signed Date

Tenant 2 Name

Signed Date