

## Colwall Orchard Group: Allotment Policy

### Purpose

This Allotment Policy explains the Colwall Orchard Group (COG)<sup>1</sup> policy and principles which guide the management of Colwall Allotment Site. 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 6.5 acre site is owned and managed by COG, a registered charity which is run on a not for profit basis, entirely by volunteers with the objective to restore, promote and celebrate traditional orchards.

Colwall Village Garden is managed for both people and nature. This means that we encourage wildlife and seek improvements for habitat; and that we 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.

The Allotment Site occupies 2 acres of the 6.5-acre site which was purchased by the COG in May 2011. From the time of purchase, it was the intention to create Allotment Gardens to rent alongside a Community Orchard, and the Allotment Gardens were created and leased to tenants very soon after the land was purchased.

There are around 60 Allotment Gardens of various sizes which are leased to people in the village of Colwall and localities nearby. Plots range in size from a full sized 250m<sup>2</sup> plot, to under 1/8<sup>th</sup> of a plot at 28.7m<sup>2</sup>, 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. From 16<sup>th</sup> August 2021 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.

### 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 Garden 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 Allotment Gardens accessible to as many as possible;

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<sup>1</sup> 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 that 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 careful disposal of the waste material they create;
7. **Operating within the law** – with COG 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 individual (the Allotment Coordinator), with questions, concerns and ideas. The Allotment Coordinator will be supported by the Allotment Working Group who help to run the Allotment Site and who will also be available to discuss matters with tenants and where necessary to raise these with the Allotment Coordinator, and/or the COG Trustees;
- 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 allotment 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. Colwall Allotment Society will be established to facilitate this and to ensure tenants are eligible to be affiliate members of the National Society of Allotment and Leisure Gardeners (NSALG) bringing with it legal advice, personal allotmenteeer liability insurance, and discounted seed offers from Kings Seeds.

Tenants are:

- invited to form a tenant liaison/social group (as above);
- invited to join the Allotment Working Group, or to volunteer in other ways to help to run the Allotment Site;
- 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 Gardens 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 Garden 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 by 1st December and this will run from the following 1<sup>st</sup> February to 31<sup>st</sup> January.

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 Garden fees**

The Allotment Site is 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 Allotment Site will be used specifically to manage, maintain and improve the Colwall Village Garden site for people (allotment tenants, COG members and the wider community who visit the site for quiet recreation) and for nature.

The provision of Allotment Gardens must be totally funded by those who rent the Allotment Gardens and cannot be subsidised by COG charitable funds.

The annual charge for an Allotment Garden will be made up of three elements:

- Allotment Garden rent - based on a price per square metre;
- Tenant fee – which is a charge per tenant. Anyone involved in the cultivation of an Allotment Garden must be registered as a tenant and there can be more than one tenant per plot;
- National Society of Allotment and Leisure Gardeners (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 Garden fees annually and will adjust the rent and tenant fees to reflect changes to the economy. This will be based on a transparent and independent mechanism used by other allotment 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 Garden 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;
- 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;
- site insurance including public liability, and employer liability;
- administration and management costs related to finance, communications, legal and general management.

The income from the Allotment Site will also be used to help finance 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, mulch and bark chippings;
- disabled toilet facilities;
- better accessibility for people with limited mobility;
- signage to site entrance.

COG recognises the significant and important contribution of volunteers in the form of time, skills and experience.

#### **4. Equal opportunity and accessibility**

COG will endeavour to make the Allotment Gardens 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 COG but such allocations will normally be limited to no more than 10% of the Allotment Gardens available.

Applications for an Allotment Garden must be in writing (by post or email) and a waiting list is maintained by COG, 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 applicant at the top of the waiting list. If the applicant offered an Allotment Garden but does not respond to this offer within 14 days, the Allotment Garden will be offered to the next applicant on the list.

If an applicant is offered an Allotment Garden but cannot take up that offer because the Allotment Garden is the wrong size, or for other reasons, they may request a deferment and the Allotment Garden will then be offered to the next applicant on the list. A deferment can take place twice and on the third occasion, if the Allotment Garden offered is not accepted the applicant will be removed from the list, and if requested, added to the bottom of the waiting list.

COG will also keep a waiting list for those existing tenants who notify the Allotment Coordinator in writing of their wish to move to an alternative Allotment Garden for example to have a larger or smaller size plot. Offers to move to another Allotment Garden will take place before a new applicant is offered an Allotment Garden.

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

The plot fee may, at the discretion of COG, 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.

Tenancy Agreements can be joint, for up to 3 individuals, or Group, an informal association of up to 6 people or a registered legal entity. Joint tenants, and members of an informal association are all jointly responsible for the annual rent and must all sign the tenancy Agreement. A representative of a legal entity may sign the tenancy Agreement on behalf of the group and either provide evidence of liability insurance or ensure all allotment gardeners are registered as members of the NSALG. In the event of members leaving an informal association the remaining members of the group will be responsible for payment of rents and fees.

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 on medical grounds (eg Social Prescribing or Green Prescriptions).

### **5. Clarity about roles and responsibilities**

Allotment tenants 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. Tenants will also be required to sign to confirm their compliance with an Allotment Gardening Safe Way of Working document and The Provision and Safe Use of Tools as per site guidance (on the notice board in the Tool Shed).

### **6. Environmentally friendly gardening**

Tenants must:

- use organic methods of cultivation following Garden Organic Principles of Organic Gardening<sup>2</sup>. 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, and by watering during the evening or early morning;
- not burn waste on their plot. Bonfires will be restricted at Colwall Village Garden to minimise CO<sup>2</sup> emissions and the impact on the environment;
- must comply with environmental responsibilities set out in the Tenancy Agreement.

COG will:

- make arrangements to provide mulch and manure for purchase by allotment tenants to support reduced use of water;
- seek alternatives to bonfires for disposing of woody material created by allotment tenants;
- review the Allotment Tenancy Agreement annually and amend if necessary, 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 of Allotment and Leisure Gardeners (landowner category) COG will operate within the H&S guidance it provides to Allotment Site landowners. Volunteer activities relating to the management of the Allotment Site will be covered by the COG Employee and Volunteer Liability Insurance.

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<sup>2</sup> <https://www.gardenorganic.org.uk/principles>

## 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, manure and wood chip
- Fencing, gates and hedges to keep life-stock off Gardens
- Communal bee hives

Tenants must:

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

## Management of Allotments

The Allotment Site will be managed by the COG Board under a direct letting agreement. This means that COG will be directly responsible for the offering annual tenancies in advance to individual Allotment Garden tenancy holders.

COG will create an Allotment Working Group (AWG) to help to manage the Allotment Site. A procedures document will be written to guide the individuals involved in helping to run the Allotment Site as part of the AWG.

The AWG will be led by an Allotment Coordinator who must be a COG Trustee and who will oversee the management of the Allotment Site on behalf of COT. The Allotment Coordinator will need to work closely with the Colwall Village Garden Site Manager. That role is likely to be supported by further additional roles to:

- support the management of finances related to the Allotment Site management,
- tenant liaison and communications,
- undertake plot inspections,
- review health and safety,
- manage tools and equipment
- source supplies of compost, wood chip, mulch and soil conditioner.

Any one of these could also be the Allotment Coordinator.

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 manure, and repairing and replacing tools and equipment;
- Tenant liaison including annual meeting, regular newsletter to tenants, keeping a waiting list, allocating Gardens and briefing new tenants;
- Plot and tenant fee collection and the annual offer of the tenancy agreement;

- Arranging affiliate membership to the National Society of Allotment and Leisure Gardeners (NSALG).
- 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 .....25<sup>th</sup> November 2021 .....

Name ....Lindsay Williams ..... Position ...Chair, Colwall Orchard Group

Next review 5 years from date signed

**1. Allotment Garden rental**

- 1.1. The rental period will run from 1<sup>st</sup> February to 31<sup>st</sup> January each year.
- 1.2. The rent charges are: *(to be amended with new rent)*
  - full Allotment Garden (approx 250sq metres) will be £98.88 per annum
  - half Allotment Garden (approx 120 sq m) will be £49.44 pa
  - quarter Allotment Garden (approx 60sq m) will be £24.72 pa
  - any other Allotment Garden sizes will be pro rata
- 1.3. Each named tenant must also pay an additional tenant fee of £8 per year which covers the cost of NSALG membership and contributes to the site management.
- 1.4. Allotment Gardens rented after 1st August will pay half of the annual charge and after 1<sup>st</sup> November will pay quarter of the annual charge. The tenant fee will also be adjusted accordingly.
- 1.5. No pro rata refunds will be given if a tenant ends their lease within the 12 months of the signed Tenancy Agreement.

**2. Joint Tenancy:**

- 2.1. Those wishing to share an Allotment Garden will be viewed as joint tenants.
- 2.2. Joint tenancy will be limited to 3 tenants per Allotment Garden.
- 2.3. Joint tenants will be jointly responsible for the annual rent and must all sign the Tenancy Agreement.

**3. Group Tenancy:**

- 3.1. A group may be an informal association of up to 6 people or a registered legal entity.
- 3.2. Members of an informal association will be jointly responsible for the annual rent and all members of the group must sign the Tenancy Agreement.
- 3.3. The representative of the legal entity is responsible for the annual rent and must sign the Tenancy Agreement and provide evidence of liability insurance.
- 3.4. In the event of members leaving an informal association the remaining members of the group will be responsible for payment of rent and tending of the Allotment Garden in accordance with the Tenancy Agreement.