



Ulverston Town Council Allotments Policy

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1. Introduction

Allotments by Ulverston Town Council under the provisions of the Small Holdings and Allotments Acts of 1908 and 1926 and the Allotments Acts of 1922, 1925, and 1950 which provide Ulverston Town Council with the power to provide allotments to the residents of the parish. Allotments are not only an asset to the community but a commitment of time and resources and are not to be used for any other purpose.

2. Scope

This policy applies to the following Ulverston Town Council allotment sites:

Dragley Beck, Hill Fall, Mill Dam, Poplar Grove, Sandside, Tank Field.

This Policy, the Tenancy Agreement and 'What we Expect from you the Tenant' form the Terms and Conditions of the Allotments and apply to all new tenants. However, it is expected that existing tenants will have due regard for Ulverston Town Councils requirements.

3. Objectives

The objective is to provide a framework for the use of Council allotments and to maintain high standards of the management of the allotment sites. This will include (but not limited to) the following:

- Effective management of the Allotment sites to provide an efficient and cost-effective service
- To inspect allotments on a regular basis and take action to remedy any issues identified
- Support the community benefits of allotments
- To promote environmentally friendly practices and improve biodiversity of the site
- Promote good water management

4. Eligibility

The allotment plots are for residents and recognised not-for-profit organisations within the parish of Ulverston. The applicant must be eligible to apply for an allotment garden plot and complete the application forms in full before the tenancy begins.

To be eligible to apply for an allotment, an applicant must:

- Reside in the LA12 postcode area
- Be 18 years old or over
- Only **one** plot will be allocated per household, although in the case of historical tenancies, where more than one plot has been allocated in the past, this will be honoured until that plot is vacated

To apply for an allotment plot the applicant must complete their application form including their preferred plot size and return. Upon receipt of the application form they will be added to the waiting list on a first come first served basis. All plots are let as seen.

5. Responsibilities

Ulverston Town Council and tenants have individual responsibilities to support the effective management of the allotment sites and will work together to ensure the site is appropriately maintained and managed.

5.1 Role of Ulverston Town Council (UTC)

UTC will perform the following tasks;

- Administer and manage the finances associated with the Allotment sites.
- Administer the waiting list, Tenancy Agreements and enforcement actions.
- Manage essential repairs and maintenance around the site
- Encourage good cultivation and water management practices
- Promote environmentally friendly practices and improve biodiversity
- Conduct site inspections on a regular basis
- UTC may employ third parties to assist in the management of the allotment site

- Address plot holders' issues in a fair and transparent manner

5.2 Role of Tenant

Accepting an Allotment tenancy can be both satisfying and time consuming. The tenant must ensure they have the time and resources to commit to maintaining their allotment plot and agree to the following:

- The tenant is responsible for ensuring they are contactable by UTC and that their details are kept up to date.
- Pay deposit and rent promptly
- Comply with the Allotment Tenancy Agreement and 'What we Expect of you the Tenant' form
- Manage the cultivation of their allotment plot for their own use
- Clearly display allocated plot numbers and maintain in good condition
- Wildflowers on the plot must cover no more than 5 square feet in total
- 75% of the plot should be used for fruit and vegetables and be cultivated and "weed free", fruit trees should take up no more than 25% of the plot, and up to 25% of the plot can be herbs, flowers, sheds or recreational space
- If it is noted that your plot has more than 25% fruit trees or shed space already present your plot will be exempt from this part of the policy
- Sheds, greenhouses and structures. Please refer to the Tenancy Agreement
- On sites that allow chickens, they should no more than 50% of the plot. The remaining 50% should be cultivated as detailed above
- IBC water containers are permitted but must be connected to a rainwater drainage pipe or gutter
- Report any issues to the Site Representatives or UTC at the earliest opportunity
- Comply with all reasonable requests to manage and maintain their plot
- Tenants who are unable to cultivate their plot for reasons such as illness, work commitments or other personal circumstances, should contact the Council immediately. All details will be kept strictly confidential
- In cases of dispute (between the tenants) the matter will be referred to the Council and the decision of the Town Clerk is final
- Tenants have a duty of care to ensure the health and safety of themselves and everyone on site, including visitors and wildlife
- Tenants and their visitors will not perform any act which may be, or become, illegal, or a nuisance to the Council, other tenants, authorised personnel or owners or occupiers of other property in the neighbourhood. The act or acts may be grounds for immediate tenancy termination and possible prosecution

6. Allotment Process

There are several stages to process when managing an Allotment site.

It is the applicant's responsibility to ensure they are contactable at all times and their contact details up to date.

6.1 Allocation of plot

- When a plot becomes vacant it will be offered to the next person on the waiting list by email or phone.

- They will have 14 days to acknowledge acceptance, or it will be assumed they are not interested and will be withdrawn from the waiting list. No response will also result in removal from the waiting list
- If an offer is declined for a valid reason, the applicant can remain on the waiting list, and the next available plot will be offered to them. After a maximum of three offers, if not accepted the applicant will be removed from the waiting list
- UTC reserve the right not to allocate a plot, or to remove the applicant from the list where there is evidence of previous plot misuse.

6.2 Deposit Scheme

The aim of the deposit scheme is to encourage allotment tenants to leave their allotment plot in an acceptable condition at the end of their tenancy agreement, free from unacceptable levels of waste and debris. This is to provide the new tenant with a plot that is fit for purpose and to avoid unnecessary cost to the Council having to remove waste and debris left by the outgoing tenant.

At the time of being offered an allotment, the new tenant must pay a deposit of £100 (half and full plots). This is in addition to the annual rent (£35 per half plot, £55 per full plot) which is paid in advance.

At the start of the tenancy a photograph of the allotment plot will be taken by an authorised person, and the condition agreed with the incoming tenant.

On giving up the plot, the deposit will be repaid in full to the tenant within 14 days following the termination date, provided that the condition of the allotment plot is acceptable.

The tenant must provide their bank details for the funds to be returned.

If the tenant fails to respond to any communications within a six month period, the deposit will be forfeited.

If the condition of the plot is unacceptable, the deposit will be forfeited in whole, or part and the tenant advised in writing of the intention to retain the deposit.

The Council reserves the right to retain the deposit and/or charge the plot holder a reasonable fee (at contractors' rates) for clearance of the plot if it does not meet acceptable standards.

6.3 Annual rent

The annual rent renewal is in September every year. The rent fees are £35 per half plot, £55 per full plot.

The Council reserves the right to increase the rent to reflect changes in the running costs to provide allotments. The Council will give notice of any changes to the rent on or before 1st September each year.

6.4 Administration Fees

Notification will be sent to all tenants at the beginning of September, advising the annual fees due and methods of payment.

If the Annual fees are not received by 1 October and further reminders are issued, a £10.00 Administration fee will be imposed on the tenant.

UTC may end your tenancy if your rent is in arrears for more than 40 days.

7. Tenancy Agreement

The tenancy of an Allotment is personal to the tenant named in the agreement. The tenant must be the primary user of the plot and responsible for the activities and visitors to their plot. The tenancy is a yearly tenancy beginning 1st September.

The Tenancy Agreement is a signed agreement between the Council and the plot holder. By signing the Tenancy Agreement, the plot holder agrees to abide by the terms and conditions of the Allotments. UTC is the landlord and reserves all rights and powers over the land.

The Council reserve the right to review and or revise the Tenancy Agreement at any time. Where revisions are made, tenants will be informed of the final changes and any transitional arrangements

7.1 Termination of Agreement

The Tenancy may only be terminated upon:

- Written notice received by the Council from the tenant
- Written notice issued by the Council to the tenant
- Notification of death of a plot holder

The Tenant will clear the plot of all personal belongings and other contents unless the Council agrees otherwise in writing. All locks and padlocks must be removed.

Upon notice of termination the garden plot will be inspected to monitor the progress of vacating the plot.

On termination of the tenancy, there will be no reimbursement of the annual rent and the Council has the power to enter the plot.

UTC reserve the right at the end of a tenancy agreement to re-define the boundaries of any allotment plot to promote the efficient and effective management of the allotment site.

7.2 Termination by Tenant

- The tenant must advise the Council as soon as possible of their intention to terminate the Tenancy Agreement in writing to allotments@ulverstoncouncil.org.uk

7.3 Death of tenant

- The tenancy of the allotment shall terminate upon the death of the tenant and the next of kin will be given adequate time to remove personal possessions and produce from the plot.

- Upon the death of a tenant, any immediate family member (partner, spouse, son or daughter) residing in the same LA12 postcode area may be given the option to take over the tenancy. This offer will be made at the discretion of the Council.
- Allotment plots cannot be inherited by other relatives.

7.4 Termination by Council

Ulverston Town Council can give a tenant at least 12 months' notice to This notice must end on any day on or before 6th April or any day on or after 29th September in any year.

Or

Failure to abide by the requirements of this Policy, Tenancy Agreement and What is Expected from you the Tenant form, reserve the right to give the tenant a written notice to quit if:

- a) Non-payment of rent and the rent is in arrears for 40 days
- b) Two months after the commencement of the tenancy the tenant has not complied with the Allotment terms and conditions
- c) The tenant no longer resides within the LA12 postcode area

7.5 Notice to Quit

Upon receiving a Notice to Quit, the tenant has one month to leave the site. After that date, any property left at the allotment shall be forfeited to the Council.

The plot must be left in a clean and tidy condition and clear of any personal belongings, debris and rubbish, suitable for immediate re-letting.

8. Sub-letting and Transfer

- Sub-letting, sale and transferring of plots in whole or part is strictly prohibited
- The tenant will retain possession and control of their allocated plot for the duration of their tenancy
- Tenants must request in writing the transfer to a relative jointly working the plot, providing the reason for transfer. The new tenant must reside in the LA12 postcode area

9. Site Inspections and Representatives

9.1 Inspection

The Allotment Site Representatives, any officer or member of the Council will be able to enter the allotment at any time to conduct an inspection of the site, including its structures.

UTC maintain tenant files and records of all notices issued including photographs which are taken to support the inspection process. When site inspections are carried out the tenant file will be referred to.

Any notice given by the Council to the tenant under this agreement will be deemed as served on the tenant if it is:

- Sent by post to the tenants last known address
- Sent electronically to the tenants last known email address

9.2 Representatives

All of the Ulverston Town Council allotment sites have one site representative. They are current tenants and appointed by UTC and are the main point of contact for any site queries. In the event of there being no tenant site representative, this may be a member of the Council Allotments Committee.

Their role includes:

- Attending site meetings and meeting contractors
- Liaising with UTC, tenants and welcoming new tenants
- Overseeing the use of site equipment and buildings
- Taking water and electricity meter readings

10. Enforcement actions

Where on inspection the Council identifies that a tenant is in breach of the allotment terms and conditions, the following enforcement procedure will be applied, allowing the tenant the opportunity to remedy the breach:

Notice to Tidy. Tenants who fail to comply with the Allotment Tenancy Agreement will be contacted by an authorised person by email or letter. The communication will outline the areas of non-compliance which need to be addressed, giving one month to show evidence of improvement unless otherwise agreed with UTC officers.

Notice to Quit. Tenants who fail to respond or comply with a formal warning within a maximum of 28 days will be given Notice to Quit either by email or letter. The tenant will be advised the eviction process has commenced and the plot must be vacated within 1 month.

Cumulative Warnings

Ulverston Town Council reserves the right to serve a Notice to Quit on any tenant who is in breach of the allotment Terms and Conditions in the Tenancy Agreement and who has already been issued with a Notice to Tidy on three occasions within a 3-year rolling period.

In the event of a serious breach of the tenancy agreement or after investigation of any incident that the Council deems at its sole discretion to constitute gross misconduct, the Council reserves the right to serve immediate Notice to Quit without progression through the warning stages of the procedure.

If the Council must carry out work to re-let the plot the tenant may be required to reimburse the Council for reasonable costs.

Appeal

If a tenant is not satisfied with the Notice to Quit, they can apply in writing to the Council within 14 days of the sent notice.

The matter will be re-considered by Council and majority decision shall be final.

11. Security

All tenants and authorised persons must always lock gates on departure to prevent access by unauthorised persons.

Access to allotment sites is strictly within the hours of daylight and no overnight occupation is permissible.

Sheds, greenhouses, other structures and their contents are entirely the tenant's responsibility.

12. Useful information

There are many resources with useful information that may assist tenants manage their Allotment plot:

<https://www.allotmentonline.co.uk>

<https://www.allotment-garden.org>

<https://www.nsalg.org.uk>

<https://www.rhs.org.uk>

13. Definitions

The below definitions apply to this Allotment Policy and the Tenancy Agreement.

Allotment – means the whole of the Ulverston Town Council Allotment site including but not exclusively communal paths, parking areas and individual plots, banks and boundaries

Allotment plot - means an individual allotment plot which is wholly or mainly cultivated by the occupier to produce fruit or vegetables for consumption by himself/herself and his/her family.

Authorised person: A member of staff, Site Representatives or Councillor of Ulverston Town Council.

Council: Ulverston Town Council, the local authority administering the provision of allotments

Cultivation: Keeping the plot in good productive order by the maintenance and improvement of soil. Growing of ornamental plants, herbs, flowers and fruit and vegetable crops. The control and prevention of flowering weeds. Does not materially interfere with a neighbouring tenant and does not impede the ability for the plot to be re-let at a later date.

Green material - means plant or other vegetable matter which has previously been growing in the ground at the Allotments.

Gross Misconduct - Unacceptable or improper behaviour or actions of a serious kind

Notifiable weeds – means any weeds or plants prescribed as injurious or invasive weeds under the Weeds Act 1959 or as controlled waste under the Environmental Protection Act 1990.

Other authorised person: The Tenant or invited guest.

Paths: Dividing paths between Allotment plots

Re-enter: The re-taking of possession (by the Council) under a right reserved in a prior agreement.

Rent: The annual rent payable for the tenancy of an Allotment

Review notice: Any notice of reviewed rental charges

Site: UTC owned allotment sites at Dragley Beck, Hill Fall, Mill Dam, Poplar Grove, Sandside, Tank Field

Site Representative: An Allotment Tenant who works as a middle person between the Council and the Tenants and helps oversee the Allotment

Tenant: A person who holds an agreement for the tenancy of an Allotment plot

Tenancy agreement: A legally binding written document which records the terms and conditions of letting, of a particular Allotment(s), to an individual Tenant or group

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