

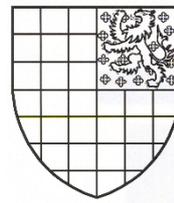
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To: **Cllrs Bird; Burrows; Catlin; Lamb; Makepeace; Dr Maples; Sains**



**LEWES  
TOWN  
COUNCIL**

A Meeting of the **Allotments Working Party** will be held online\* on **Wednesday 13<sup>th</sup> January 2021**, at **3:00pm** which you are summoned to attend.

**\*VIRTUAL ATTENDANCE:** This meeting can be joined using computer video and audio using any suitably equipped digital device (*eg* laptop; tablet or smartphone) or, by audio only, using a telephone.

**To join this meeting** either follow this link: <https://zoom.us/j/94726859176>

Or telephone 0131 460 1196 or +44 (0)330 088 5830. Use **Meeting ID: 947 2685 9176**

**\*Please also see the note below regarding password-controlled access to this online meeting**

S Brigden, Town Clerk 8<sup>th</sup> January 2021

## **AGENDA**

### 1. ELECTION to CHAIR

To elect a Chairperson for the Working Party

### 2. QUESTION TIME

To consider any questions received regarding items on the agenda for this meeting.

### 3. APOLOGIES FOR ABSENCE:

To receive apologies from members of the Working-party who are unable to attend.

### 4. MEMBER'S DECLARATIONS OF INTEREST:

To note declarations of any personal or prejudicial interests in matters on this agenda.

### 5. REMIT OF THE WORKING-PARTY

To note the remit of the working party as defined by Council:

- To consider proposals for changes in allotment policy and management, *eg* revision of policy and rules; introduction of eco-friendly practices; wider tenant responsibilities; allocation of tenancies and potential to reduce the nett cost of the service.
- The Working Party to focus upon rules and guidance that accord with the Council 'visioning' priority of environmentally-sound practices (and wider Government policy); that address current 'work-around' anomalies, and that create a positive environment for allotment holders wishing to engage more fully with sound environmental practices. Further; to consider potential for additional low or zero-cost activities to promote good ecological practice on allotments.

### 6. DRAFT POLICY AMENDMENTS

To consider amendments to principles and policies. *(discussion draft and current terms **attached**)*

*For further information about items on this agenda please contact the Town Clerk at the above address.*

### **PUBLIC ATTENDANCE – Covid-19 emergency arrangements:**

Members of the public have the right, and are welcome, to attend\* this meeting of the Council – questions regarding items on the agenda may be heard at the start of the meeting with the Mayor's consent.

**\*Please Note item 6 above - the intention to exclude the public once the meeting begins to address detail** Questions or requests to address the meeting must be sent by email to the Town Clerk at least 3 days in advance.

This meeting will be held online via video link. To join the meeting follow the instructions above.

**\*Members of the public wishing to join this meeting must request a password by email at least 24 hours before the published start time. Please submit your request to [townclerk@lewes-tc.gov.uk](mailto:townclerk@lewes-tc.gov.uk)**

For guidance on joining online meetings please see the notes following

## Guidance on attending ‘virtual meetings’



### Joining a meeting:

1. Invitations to COUNCILLORS and officers to join a virtual meeting of the Council; a committee, or Working Party will be included in an email accompanying the agenda, and will look similar to this (*examples only*):

Lewes Town Council is inviting you to a meeting of ??????????????????

To join the meeting, use this **link**: [zoom.us/j/nnnnnnnnnnnn](https://zoom.us/j/nnnnnnnnnnnn)

**Meeting ID**: 123 4567 8910 (*example only*)

**Password**: 123456 (*example only*)

OR dial by your location

+44 (0)131 460 1196 United Kingdom or +44 (0)330 088 5830 United Kingdom

The link (but not the password) will be also repeated at the head of the Agenda and can be accessed from either. The **password** should not be shared, as **PUBLIC** attendees are asked to request a password by email at least 24hrs before the scheduled start.

2. Using a digital device with camera and microphone (*eg* laptop; tablet, smartphone), access can be gained by following the link. If audio-only is preferred (or problems interfere with video connection), telephone connection can be made using either of the numbers and following the prompts. Meeting ID and Password may be required dependent upon your chosen method.
3. If using computer audio and video a screen will open, similar to this:

Launching...

Please click **Open Zoom Meetings** if you see the system dialog.

If nothing prompts from browser, [click here](#) to launch the meeting, or [download & run Zoom](#).

If you cannot download or run the application, [join from your browser](#).

4. If you cannot download the application (or choose not to), or cannot run it, you may join from your internet browser by selecting that option.
5. On first connecting with the meeting you will be admitted to a virtual **Waiting Room**. Please follow any prompts, whether on-screen or audible. Attendees will be admitted once the meeting starts and what you see or hear after entry to the meeting may depend upon the equipment you are using.
6. To begin each meeting, the Chair will introduce some **meeting protocols** and all those attending will have live audio connections but will be asked to ‘mute’ their microphone when not speaking. Those wishing to speak will be asked to indicate by raising their hand or using the ‘hand up’ icon or sending a Chat message and they will be invited to do so by the Chair. The Chair can mute all attendees and selectively unmute individual speakers if there are interruptions or background noise issues.
7. While it is possible to use on-screen options to signify **voting** this will NOT be used. Should a vote be called during any meeting the Chair will ask Members to signify by raising their hand or, if there are any voting members attending by audio only, asking each in turn to voice their vote or abstention.
8. Attendees can send short **‘Chat’ messages** to one another privately and publicly during the meeting.
9. Meetings will be recorded, but records kept only until the Minutes have been subsequently validated.

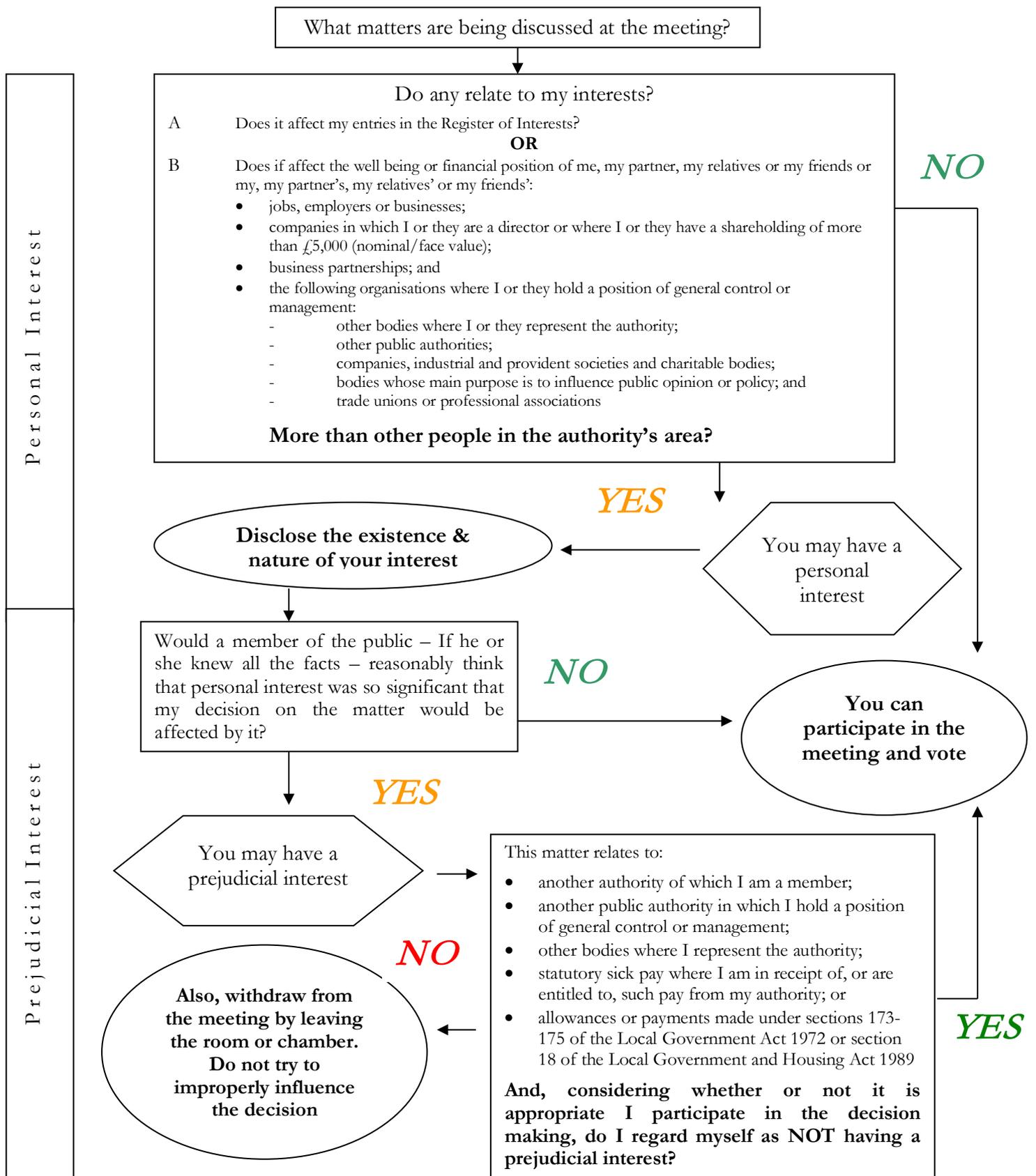
### PLEASE NOTE:

**Before connecting**, it is good practice to ensure that your equipment is adequately charged; that you will not be interrupted, and that your camera’s field of view or microphone do not capture anything you would prefer is not seen/heard publicly. Functions will be available once you have entered the meeting to alter the background, and your camera and microphone can be muted at will.

Please also ensure that other equipment nearby does not introduce audio ‘feedback’; that background noise is minimal, and that you select appropriate levels of microphone sensitivity and speaker volume on your device.

To learn more, a number of helpful FAQ’s and video tutorials are available at [www.zoom.us](https://www.zoom.us)

# DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF



## YOU WILL ALSO NEED TO CONSIDER:

### Am I biased or have I predetermined a matter?

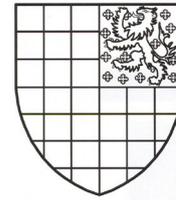
TEST: Would an informed member of the public think that there is a real possibility that you could be biased?

### Have I made up my mind about the issue?

You should not make your mind up about an issue before you come to take a decision on it. You can still form a provisional view but you must be willing to consider all arguments presented at the meeting and you must be genuinely open to persuasion on the merits of the case. If you do not have a genuinely open mind about a matter, this will potentially leave the decision susceptible to legal challenge because of the common law concept of predetermination.

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**LEWES  
TOWN  
COUNCIL**

«TENANT»  
«ADDRESS\_1»  
«TOWN»  
«COUNTY»  
«POSTAL»

Ref: allotment20/SB/ejt

date

Dear «TENANT\_1»

**RE: ALLOTMENT GARDEN – TENANCY AGREEMENT RENEWAL  
PLOT NO: «PLOT», «SITE»**

Your tenancy agreement expires on 31 March 2020.

Please find enclosed two copies of the agreement, effective from 1 April 2020 to 31 March 2021, which has been prepared in anticipation of your continued tenancy. To renew, please check that the information is correct and that you agree to the terms of the tenancy; then sign the lower section. This action should be witnessed and the witness asked to complete the relevant section. Please ensure that both your and your witness's names are **PRINTED** in the relevant spaces. One copy of the completed agreement should be returned, **together with your remittance**, to the above address by 31 March 2020. The second copy of the agreement is for your own files. Also enclosed are the regulations governing the use of Lewes Town Council's allotments.

You will note from the enclosed that our charges have increased for 2020/2021 to **£4.50** per rod (approximately 5%). This is in line with increases for all the Town Council's services, which must keep pace with increases to our costs. The Council acknowledges the unique role played by allotments in local life and endeavours to keep increases to an absolute minimum.

Should you not wish to renew your tenancy, the Council is prepared to waive the normal period of notice required from you, provided that the enclosed agreement is returned to this office marked '*not required*' before 31<sup>st</sup> March 2020. Alternatively, you may email or telephone me.

If you wish to reduce the area of land that you rent, it may be possible for us to divide this plot and release land for waiting applicants. Please email or telephone me if this is of interest to you.

There are currently over 100 people waiting for a Town Council allotment (we have just over 200 plots) and it is our aim to see all allotments in a productive state.

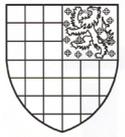
**IMPORTANT NOTE**

We have enclosed some guidance on improving the biodiversity of your allotment: using pollinator and invertebrate-friendly practices; improving soil health, and avoiding use of synthetic fertilisers, herbicides and pesticides. It is **IMPORTANT** that you read this as the Council may, later this year, formally adopt a policy to prohibit the use of such chemicals on its land and promote such practices. You may wish to review your own gardening methods, in preparation for the introduction of such a change in good time before it takes effect.

Should you have any queries regarding the agreement or need further information, please do not hesitate to email or phone (details above) or call in at the Town Hall.

Yours sincerely

Emma Tingley  
Customer Services Officer



# LEWES TOWN COUNCIL

## ALLOTMENT GARDENS – AGREEMENT FOR LETTING

AGREEMENT made between the Town Council of Lewes acting by Steven Brigden, Town Clerk, for the time being (hereinafter called "the Council") of the one part and the person specified in the Schedule hereto (hereinafter called "the Tenant") of the other part whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant the allotment described in and at the rent set out in the Schedule hereto [subject to the covenants exceptions and reservations contained in the lease (if any) under which the Council holds the land] by way of additional reasonable rent such sum as is hereinafter provided for such rent or rents payable in advance on the first day of April in each year, and a proportion of such rent or rents for any part of the year over which the tenancy may extend. Provided that the Council may by three months' notice in writing expiring on the last day of June, September, December or March in any year increase the rent payable to such sum as the Council shall from time to time determine, such increased rent to be payable immediately following the expiration of the period of the said notice. The tenancy is subject to the rules and general conditions printed on the back hereof and any amendments thereof which may be made from time to time by the Council and to the Allotments Acts 1908 to 1950.

AS WITNESS the hand of the parties this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

### THE SCHEDULE

1.	Name of Tenant: <b>«TENANT»</b>	4.	Plot Number and Site: <b>Plot No: «PLOT» «SITE»</b>
2.	Address of Tenant: <b>«ADDRESS_1»</b> <b>«TOWN»</b> <b>«COUNTY»</b> <b>«POSTAL»</b> <b>Telephone No:</b>	5.	Size of Plot: <b>«SIZE» Rods</b>
		6.	Annual Rent: <b>£4.50per rod</b>
3.		7.	Rent Payable: <b>«YEARLY»</b>
	Date of commencement of this tenancy: <b>1 April 2020</b>		

SIGNED by the above-named Steven Brigden: .....

---

SIGNED BY THE TENANT: .....

PLEASE PRINT NAME: .....

IN THE PRESENCE OF: .....  
[PLEASE PRINT NAME]

WITNESS'S SIGNATURE: .....

WITNESS'S ADDRESS: .....  
.....

WITNESS'S OCCUPATION: .....

***TENANT COPY – Please retain for your records***

This information is given in confidence and will only be used in connection with management of Lewes Town Council allotments

# **RULES AND GENERAL CONDITIONS**

The Tenant of an allotment garden shall in respect of that allotment garden:-

(1) accomplish a state of reasonable cultivation, as determined by the Council\*, within eight weeks of commencement of the tenancy when said commencement date falls between 1st April and 30th June and within 12 weeks of commencement of tenancy when said commencement date falls between 1st July and 31st March;

(2) keep it clean and in a state of reasonable cultivation\* and fertility and in a good condition;

\* "reasonable cultivation" is defined as: *a minimum area equal to 50% of the total plot should be cultivated and in active use during the main growing season March to September*

3) keep it free of detritus that might attract vermin, and not cause any encroachment, nuisance or annoyance to the occupier of any other allotment gardens or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens;

(4) not underlet, assign, or part with the possession of it or any part of it;

(5) not without prior written consent of the Council cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay;

(6) not plant any hedge or erect any boundary fence on it;

(7) maintain the grass verges to it, and keep all ditches properly cleansed;

(8) not without prior written consent of the Council erect any building, shed, or covering structure;

(9) not without prior written consent of the Council keep any animals or livestock on it;

(10) observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land;

(11) observe and perform any other special condition which the Council consider necessary to preserve an allotment garden from deterioration.

## **POWER TO INSPECT ALLOTMENT GARDENS**

The Town Clerk, or his representative, shall be entitled at any time to enter and inspect an allotment garden.

## **TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN**

The tenancy of an allotment garden shall terminate:-

(1) by either the Tenant or the Council giving twelve months' notice in writing expiring on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year, or

(2) by giving by the Council of one month's notice if:-

(i) the rent is in arrears for not less than forty days; or

(ii) the Tenant has not duly observed the Rules governing this tenancy; or

(3) not later than the First day of April next following the date of death of Tenant; or

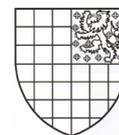
(4) whenever the tenancy or right of occupation of the Council terminates.

## **SERVICE OF NOTICE**

Any notice may be served on a tenant either personally, or by leaving it at his last known place of abode, or by recorded delivery addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.

# LEWES TOWN COUNCIL

## ALLOTMENT GARDENS – AGREEMENT FOR LETTING



AGREEMENT made between the Town Council of Lewes acting by Steven Brigden, Town Clerk, for the time being (hereinafter called "the Council") of the one part and the person specified in the Schedule hereto (hereinafter called "the Tenant") of the other part whereby the Council agrees to let and the Tenant agrees to hire as a yearly tenant the allotment described in and at the rent set out in the Schedule hereto [subject to the covenants exceptions and reservations contained in the lease (if any) under which the Council holds the land] by way of additional reasonable rent such sum as is hereinafter provided for such rent or rents payable in advance on the first day of April in each year, and a proportion of such rent or rents for any part of the year over which the tenancy may extend. Provided that the Council may by three months' notice in writing expiring on the last day of June, September, December or March in any year increase the rent payable to such sum as the Council shall from time to time determine, such increased rent to be payable immediately following the expiration of the period of the said notice. The tenancy is subject to the rules and general conditions printed on the back hereof and any amendments thereof which may be made from time to time by the Council and to the Allotments Acts 1908 to 1950.

AS WITNESS the hand of the parties this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

### THE SCHEDULE

1.	Name of Tenant: <b>«TENANT»</b>	4.	Plot Number and Site: <b>Plot No: «PLOT», «SITE»</b>
2.	Address of Tenant: <b>«ADDRESS_1»</b> <b>«TOWN»</b> <b>«COUNTY»</b> <b>«POSTAL»</b> <b>Telephone No:</b>	5.	Size of Plot: <b>«SIZE» Rods</b>
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3.	Date of commencement of this tenancy: <b>1 April 2020</b>		

SIGNED by the above-named Steven Brigden: .....

SIGNED BY THE TENANT:.....

PLEASE PRINT NAME: .....

IN THE PRESENCE OF: .....  
[PLEASE PRINT NAME]

WITNESS'S SIGNATURE: .....

WITNESS'S ADDRESS: .....  
.....

WITNESS'S OCCUPATION: .....

***COUNCIL COPY – Please return with your remittance***

This information is given in confidence and will only be used in connection with management of Lewes Town Council allotments

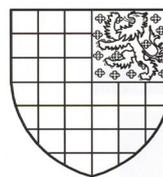
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**LEWES  
TOWN  
COUNCIL**

## **TOWN COUNCIL ALLOTMENT GUIDELINES**

### **Sustainable, eco-friendly gardening practices**

#### **Why you need to read this note**

Lewes Town Council is committed to reducing the negative environmental impacts of all of its services and activities. Increasing good practice on the Town's allotments is in accord with guidance on protecting and enhancing the natural environment and Council-owned amenities from, e.g. the South Downs National Park Authority, Lewes's own Neighbourhood Plan and the Lewes District and Eastbourne Borough Joint Pollinator Strategy. Sustainably tended – including organic, permaculture and potager – allotments are crucial for supporting pollinators, reducing soil and watercourse pollution, increasing soil fertility and increasing biodiversity.

As a Lewes Town Council allotment tenant, you have your part to play in this. In 2020, it is anticipated that the Council will adopt policies committing to eco-friendly gardening practices and prohibiting the use of synthetic pesticides, herbicides, and similar products. You may wish to review your own gardening practices before the introduction of such a policy.

#### **Current practices and change**

An informal poll of local allotment holders suggests that many, possibly most, have already significantly reduced their use of synthetic pesticides, herbicides and fertilisers. This is good news for pollinators, soil health and chemical-free food. If your allotment isn't already eco-friendly, however; don't panic! While the Town Council expects all allotment tenants to follow good practice guidelines, it is understood that creating an eco-friendly allotment will take time.

The main point is to get started and keep up with sustainable practices, and to eliminate the use of toxic synthetic fertilizers, weed killers and pesticides sooner rather than later.

#### **As if there weren't already enough reasons to 'go organic'...**

We plan to introduce a new section in the Annual Allotment Show, specifically to encourage Allotment Holders to increase their eco-friendly gardening practices. The 'Sustainable Allotment' category will be trialed for the first time at the September 2020 Lewes Allotment Show, with the expectation that this category will eventually expand to include all categories of fruit, vegetable and floral entries.

More details will be provided alongside the entry forms for the Show, but you will be asked about what efforts you have made to improve the soil health and biodiversity of your plot. Conducting an 'audit' on your good practices will help you chart your progress.

You can start by answering simple questions about how eco-friendly you are already:

- Are your seeds organic or locally saved/swapped?
- What eco-friendly methods of pest and disease prevention you have used, including e.g. companion planting and crop rotation?
- How are you improving soil fertility? Are you using, e.g. green manures, no-dig composting, wormery liquid fertilizer, leafmould?
- How are you supporting pollinators, earthworms, hedgehogs, etc.

#### **For more information**

Overleaf you will find a set of FAQs and some useful links to help steer you in the right direction. You can also get more information from the Town Council (drop in, or contacts above).

## Lewes Town Council Sustainable Allotments Good Practice Frequently Asked Questions

### 1. Do my seeds have to be from the Soil Association?

No. In fact, the more you save your own seeds, or swap locally-successful heritage varieties the better. If you are buying seeds and can afford to support the Soil Association (or EU organic), however, then by all means do.

### 2. Is manure sustainable?

Most livestock manure is not strictly organic: pets and farm animals are given non-organic food and various veterinary treatments that turn up in their manure. However, the Soil Association 'allows' the use of e.g. horse manure after leaving to rot for six months (open, turned) to a year (under cover). Where manure comes from a local source and is either well-rotted already, or used for no-dig composting, it is considered sustainable.

### 3. Can I use slug pellets?

The most toxic, metaldehyde, slug pellets are no longer for sale, replaced by (equally effectively) ferric phosphate pellets in 2019. Unfortunately, however, the binding agents (chelators) used in the new pellets are harmful to earthworms. What are the options? Try everything: beer bait (leave your pot 2+ cm above the soil to avoid drowning other creatures), copper rings, wool pellets, oatmeal, grit and pick them off by hand. Nematodes can be effective, but only work in specific conditions and on specific pests. *If you have exhausted all other options*, GardenOrganic suggests using (new) pellets sparingly – four to five pellets only to an A4 sized area.

### 4. Supporting pollinators and hedgehogs means my plot will be messy – is that okay?

In the past, allotment tenants may have been encouraged to keep strict rows and to avoid having 'messy' borders. However, it is recognized that softer edges that include a good variety of plants, including nectar-rich native wildflowers, are helpful for pollinators and that areas that are a bit 'untidy' can provide shelter for frogs, good bugs and hedgehogs. There is, of course, a balance to be struck. What's not acceptable is having your blackberries (brambles) climbing across your neighbour's plot, or failing to cultivate the major portion of your plot.

### 5. What's the policy on peat?

No. It is not sustainable, not local and not necessary.

### Here are some helpful online resources:

- Garden Organic website: <https://www.gardenorganic.org.uk>
- All About Allotments website: <https://www.allaboutallotments.co.uk>
- The National Allotment Society: <https://www.nsalg.org.uk>
- The Royal Horticultural Society: <https://www.rhs.org.uk>
- The Soil Association: <https://www.soilassociation.org>
- Charles Dowding on no-dig plots: <https://www.youtube.com/watch?v=XCAAL1saPzM>
- Guidance on potentially harmful chemicals:  
<https://www.gardenorganic.org.uk/sites/www.gardenorganic.org.uk/files/Principles%20of%20Organic%20Gardening%20-%205.%20Avoid%20Use%20of%20Harmful%20Chemicals.pdf>
- Companion planting: <https://www.allaboutallotments.co.uk/companion-planting>;  
<https://www.gardenersworld.com/plants/10-companion-plants-to-grow/>
- Organic pest control: <https://www.allaboutallotments.co.uk/organic-pest-control>
- Common Cause, Seedy Saturday: <https://www.facebook.com/seedysaturday/>

## TOWN COUNCIL ALLOTMENT POLICY: RULES AND GUIDANCE

**This letter is to alert you to the Town Council's changing Policy on Allotment Good Practice, and to make clear your responsibilities as a Lewes Town Council Allotment Tenant. These responsibilities have changed, particularly with regards eco-friendly practices.**

### **Why you need to read this note**

Last year, Lewes Town Council committed to prioritising environmental concerns. This includes encouraging eco-friendly practices on Town Allotments, and discouraging the use of harmful pesticides, herbicides and non-organic fertiliser. A notice was sent to you, accompanying your Lewes Council Allotment Tenancy Agreement, explaining in some detail the part that you can play in reducing soil and watercourse pollution, increasing soil fertility and supporting pollinators, and wider biodiversity. That note also explained that prohibiting the use of synthetic pesticides, herbicides and similar products would likely become Council policy, starting in 2020.

Since then we have conducted an on-site survey of all the Town Council Allotments, investigated allotment good practice in other nearby towns and updated the Town Council's understanding of recommended good practice from the National Allotment Society, the Royal Horticultural Society, the Soil Association and, of course, Government guidelines, e.g. the National Pollinator Strategy ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/794706/national-pollinator-strategy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/794706/national-pollinator-strategy.pdf)).

Due to Covid restrictions, our intention to introduce more stringent restrictions on e.g. pesticide use, as well as Allotment Show good environmental practice Awards, have not happened this year. From 2021, Tenancy Agreements are changing: the extent of these changes and the implications for your Tenancy, including your new responsibilities, are detailed below.

### **Thank you**

*Before we clarify these changes and your responsibilities, however, a word of thanks. Responses to last year's note have been heartening, to say the least. This isn't to say there aren't still some tenants using non-organic pesticides, etc., but communication on this matter has been positive, and ad hoc visits by Councillor Wendy Maples and Town Ranger, Brian Courage, have revealed some excellent pollinator- and soil-friendly activity at each site.*

*Thank you very much everyone who is already doing their part.*

## **Lewes Town Council Allotment Policy, from 01 April 2021**

It is essential that you read your tenancy agreement in full prior to signing, and that at all times you comply with your agreement. The following sets out the terms of your tenancy, and the rules and guidance by which you must abide.

### **The short version**

In all aspects of your time and work on your plot, keep in mind its future and the future of surrounding allotments. Do all you can to improve your plot's ecology – particularly its soil – for yourself, for pollinators, worms and other helpful bugs, and for future tenants of your plot. Help others to do the same.

### **The very short version**

Tread lightly.

### **Allotment Policy Breaches and Sanctions**

Council Officers try to be solution-focussed and supportive and to come to a reasonable agreement where there are problems. While most allotment holders comply in full (or respond quickly to reminders or warnings about non-compliance), this is not always the case. The bulk of complaints regarding allotments is to do with allotments X Y or Zing with a) difficulty with access; b) a problem with the taps, and c) **other allotment holders failing to follow Council Policy**. In addition to ensuring allotments are well kept, the Council is also concerned to be fair to all allotment holders, current and future. You will be aware there is a very long waiting list for Lewes Town Council Allotment Plots. The Council is concerned to be proactive about ensuring plots are actively used as allotments and that Allotment Tenants follow good practice. Where Allotment Policy is breached, the Tenancy Agreement has been broken: if a problem is not resolved quickly and to the satisfaction of the Council, the tenancy will be revoked and the plot will be reallocated to a new tenant as quickly as possible.

### **What the Town Council will do:**

- At the discretion of the Council Officer (normally the Town Ranger, under the instruction of the Town Clerk or their delegated Officer), Allotment Tenants may be given up to a maximum of two written warnings (by email and/or letter) within a three year period before terminating a tenancy. Warning notices will include instruction on what requires improvement and a reasonable time limit for completing the work to the Officer's satisfaction.

- If the improvement is not made within the specified time limit, or if policy is breached on a third occasion, the Tenancy will be revoked with immediate effect.
- Warning notices will accrue over a period of three years. In other words, if after a warning notice no other warning is issued for three years, the slate is wiped clean.
- If there is a severe breach of Policy, a Tenancy may be revoked without a warning notice.

### **You and your tenancy**

1. The Allotment Act of 1922 defines the term ‘allotment garden’ as:

“[A]n allotment not exceeding forty poles in extent which is **wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family**”.

This description remains important because it defines the permitted use of an allotment plot.

Provided it is used **mainly for growing vegetables or fruit**, part of the plot can be used for growing flowers or as a leisure area. Surplus produce can be shared with others, however, allotments **cannot be cultivated for commercial gains: produce cannot be sold.**

Sharing is, however, encouraged. Donations to good causes are encouraged. On some allotments, the Town Council will consider the erection of a donations box, where surplus fruits and vegetables may be supplied in exchange for a donation to a local good cause.

2. Lewes Town Council **allotments are for RESIDENTS of Lewes Town.**

While it is recognised that some allotment holders who have moved to neighbouring villages or towns are in other regards in good standing, they are not entitled to retain their allotments. Where such arrangements have been tolerated in the past, this will no longer be the case. Given the extent of the waiting list for allotments, non-resident allotment holders are required to resign their tenancies at the end of this growing season. For the purposes of the Tenancy, residence can be demonstrated by, for instance, Council Tax bills or evidence of benefits received at the primary, local residence. If you are required to demonstrate your residence, you will need to present documentation at the Town Hall, or in writing within 30 days of the Council’s request.

3. Allotment **tenancies do not accord long-term, legacy or sub-tenancy rights.**

Allotments cannot be ‘passed down’ from one family member to another. They cannot be ‘loaned out’ to friends or house tenants.

**Allotments that are no longer tended by the named tenant are required to be resigned at the end of this growing season.** There is a single caveat to this: where a tenant has been ill (or suffered a

serious difficulty, such as a bereavement) and has made arrangements for a friend or family member to tend their allotment during a given growing season, leeway can be agreed in consultation with the Town Council. It is necessary, however, to declare any such arrangement immediately, in writing (hard copy or email) to the Council.

#### 4. The **named tenant is the allotment-holder and is responsible for working the plot**

The named tenant must be present at the allotment for the majority of work activity. However, the tenant may receive assistance from time to time or – with the Town Council’s approval – a named person or persons may help out on a regular basis. It is appropriate, for instance, for more physically-able relatives or friends to help with more physically-demanding jobs. The balance of work on the plot must nevertheless be done by the named tenant. In the case of less-physically-able tenants, work may of course include ‘direction’.

#### **Security and anti-social behaviour on the allotment site**

##### 5. **Security** is important: gates must be properly secured and locked at all times

Each Tenant must ensure the gate to the Allotment site is secured by locking after entering and when leaving. Ensure the combination lock numbers are thoroughly scrolled.

From time to time, vandals enter allotments; please keep your and your follow-allotment-holders’ plots safe by locking gates and by reporting uninvited visitors. Do not give the lock numbers to anyone else; this constitutes a breach of your tenancy.

#### **Noisy Neighbours**

Allotments are spaces where tenants can expect to get away from noise and unwanted distractions.

##### 6. **Please keep noise to a minimum**

Try to limit noisy activities to times of day/seasons when there are fewer other allotment holders around. If you must make noise during a busy time, try to talk with your neighbouring allotment-holders and agree a reasonable limit on your activity. Use strimmers and trimmers, sparingly. Dogs’ barking may also be an unwelcome noise; for this reason, even if your dog is well-constrained on your plot, your dog may not be welcome on site.

Remember also that while for many the allotment is a social environment, for some allotment holders, the allotment is the only space they have to enjoy a bit of solitude.

## Structures

Tenants must not erect any building, shed or covering structure (with the exception of small, low-lying, non-permanent poly-tunnels) without the written consent of the Council. Tenants must allow 30 days between their written request and any decision (though we will endeavour to come to a decision sooner). Where a favourable decision is reached, instructions on size and location of the structure will be included, and must be followed.

A 'structure' includes: sheds, storage, green or glasshouses, larger polytunnels, compost bins, fencing, borders and ponds. Any structure should be for the sole purpose of supporting the allotment and improving the local ecology. It must:

- Be in proportion to the size of the allotment,
- Be of the minimum possible size for its purpose, and in no case should the footprint of a solid structure exceed 10% of the overall plot, nor should structures, taken together, exceed 20% of the overall plot.
- Not impede, create shade or cause any possible danger for other allotment holders
- Not be permanent, i.e. no permanent footings or bases, no use of hardcore or poured concrete.

### **7. Before creating any structure on your plot: *first seek permission, in writing, from the Council.***

Where an unsuitable (e.g. over-large, poor repair, permanent) structure is erected by a Tenant, a warning notice will be issued requiring the Tenant to dismantle and remove the structure within a set number of days. If the Tenant does not comply, the Tenant will be issued a second and final warning notice. If the Tenant does not comply, the Council further reserves the right to remove unsatisfactory structures and to recover the cost of dismantling and removal from the Tenant. The Tenancy will then be terminated.

Where sheds, greenhouses, polytunnels, etc. are allowed, they must be kept in a good state of repair and condition, to the satisfaction of the Council.

### **8. Permanent structures, foundations or groundwork are not allowed** to be erected, installed or created by allotment tenants.

This includes poured concrete steps, foundations, concrete-lined ponds or deep-sunken solid structure ponds (e.g. bathtubs). Where such structures have been erected in the past, there will be a year's grace from the date of notification allowed for their removal.

The Council will permit some leeway for plot-bordering fenceposts where a small amount of concrete has been used for stability (in no case, however, should concrete be used in the main plot). We anticipate that the use of concrete for fenceposts will be prohibited by Council Policy in the near future.

**9. Structures that are out of proportion to the size of the plot or that overshadow or in other ways encumber other plots are not allowed.**

In no case should the footprint of an individual shed or similar solid structure exceed 15% of the overall plot. Taken together, the footprint of all structures should not exceed 20% of the overall plot.

Where such structures have been erected in the past, there will be a year's grace from the date of notification allowed for their removal, or prior to the termination of the tenancy, whichever comes sooner.

**Sheds and storage**

Sheds, storage boxes and storage frames are only permitted on some allotment sites. IF they are allowed on your site, permission to erect a structure must be agreed in advance. It is *essential to seek the advice of the Town Ranger*, particularly with regards size, materials and siting, and to ask permission, in writing (hard-copy or email), from the Council. As a general rule, where allowed, sheds or storage boxes should be of the minimum possible size for their purpose and should not exceed a footprint larger than 15% of the overall plot. For town planning purposes, permitted development allows for an eaves height of no more than 2.5m, overall height of no more than 4m for dual pitched roof, 3m for single pitch, and a footprint (in a National Park) of no more than 10sqm.

Sheds and storage must not be permanent. stability should be achieved with temporary anchors, loose-laid paving slabs, robust pallets (see the note on pallets) or other wooden base.

Sheds and storage boxes should be made secure against thieves.

**Glasshouses, greenhouses, netted arbours and polytunnels**

The Council recognises that glasshouses are a traditional means of extending the growing season. Where an existing glasshouse is kept in good condition, with any broken panes immediately removed and replaced, preferably with for-purpose polycarbonate panes, the Council will take no action. Where, however, a glasshouse is in poor condition, notably with broken panes, the Council will insist on immediate repair or removal.

Polycarbonate greenhouses or polytunnels may be considered; it is, however, *essential to seek the advice of the Town Ranger*, particularly with regards size, materials and siting, and to *ask permission, in writing (hard-copy or email), from the Council*.

As with any other structure, glasshouses, greenhouses and polytunnels must be in proportion to the size of the plot, not in any way encumber neighbouring plots and be kept in good condition.

### **Compost bins and Pallets**

Allotment tenants are encouraged to create their own organic compost. Wooden structures built for the purpose of containing manure, woodchip and other organic waste are acceptable. The size of compost bins should be in proportion to the plot and they should not in any way intrude upon neighbouring allotments.

#### **→ An Important Note on Pallets: Not all pallets are safe to use.**

- Check the stamps/markings on your pallet. Pallets stamped with the letters 'MB' (which stands for methyl bromide) or CP (CP1, CP2, etc., which indicates pallets used in the chemical industry) should not be used.
- Avoid pallets, or any composite wood product, that include compressed woodchip and glue.
- Blue and Brown Pallets should not be used as they may have passed through a fumigation process on their journeys.
- Pallets with no stamps/markings are generally safe to use.

### **Ponds**

Wildlife ponds are considered a potentially useful part of the effort to increase biodiversity. However, they are also a risk. Permission to create a small wildlife-friendly pond is not required – *however, Tenants are strongly advised to seek the advice of the Town Ranger*, particularly with regards materials, siting and safety. Wildlife ponds must

- Be clearly visible and sited away from paths.
- Be in proportion to the size of the plot
- Reflect the natural boundaries of the site
- Be designed in such a way as to avoid any risks of small animals (hedgehogs, etc) drowning, or any visitors to the allotment, especially younger children, injuring themselves.

Ponds must not be permanent structures. This means that they should not be made of concrete, nor solid structure (e.g. bathtubs). Plastic-lined ponds must use high-quality, for-purpose materials. They must *not* be lined with ordinary plastic bags or similar.

Ponds must be well-maintained at all times, in all seasons, particularly with regards to safety of wildlife and human visitors. Where this is not the case, or a pond is badly sited, or is not easily visible, a warning notice will be given to immediately improve the pond and its surrounds, or to remove it.

### **Fencing and borders**

Border structures and fences are not permitted on every Lewes Town Council Allotment site. IF they are permitted on your site they must not be permanent. This means they must not be anchored with concrete (a small amount of concrete may be poured to stabilise external fencing, i.e. along main paths). Below-ground rabbit-proofing, such as chicken wire, or corrugated metal, must be kept in good condition and removed entirely when deteriorated.

Internal borders (between neighbouring plots and within your own plot) should be as inobtrusive as possible.

A note on glass bottles: re-purposed glass bottles have in the past been used to create borders. Where such borders are well-maintained and the glass is entirely visible and not at risk of breaking, this repurposing of bottles will be allowed. Where there is any sign of deterioration, however, the glass must be immediately and safely removed.

### **Pesticides, herbicides and fertilisers**

Use of non-organic weed-killer, such as Round-Up, or pest-control control such as metaldehyde or chelator-enhanced ferric phosphate slug pellets, or peat-based or synthetic fertilizer, will constitute a severe breach of Policy.

#### **10. Tenants MAY NOT:**

- a. Use synthetic pesticides, herbicides or similar non-organic means for controlling pests and weeds.**
- b. Use synthetic fertilisers or peat-based compost or soil conditioners.**

### **Plastics**

The use of plastic on allotments is generally discouraged, but the usefulness of specific items is recognised. *Please read this section carefully.*

Tenants MAY USE the following, *provided they are in good condition*:

- Plastic containers, such as water-butts and heat-activating composters.
- For-purpose weed-suppressing fabric (though alternatives, such as non-tanalised wood chippings, are recommended)
- For-purpose netting
- Poly-tunnel materials
- For-purpose heavy-duty pond liner
- Heavy-duty builders' sacks (e.g. for compost or for the gathering **and removal** of unwanted materials)

'Good condition' means: not degrading, shedding, fragmenting or splitting. When any item *begins* to degrade, fragment or shed it must be immediately and safely removed. This includes especially any plastic that is covered or below the soil surface.

**11. Tenants MAY NOT bring onto or leave on the allotment:**

- a. **Plastic sheeting, packaging, bubble-wrap**
- b. **Plastic bottles or bags that are in any way degrading**

**Carpeting, rugs, underlay, foam products**

In the past, carpeting, rugs and some forms of underlay have been used, e.g. as weed barriers and were an effective part of permaculture gardening. Unfortunately, the vast majority of carpets, rugs and underlay now contain plastic weave as well as a chemical binders and many carpets, rugs and underlay are made entirely of synthetic materials, including foam backing. These materials rapidly fragment in contact with soil, effectively littering and poisoning the soil beneath. There are two exceptions to the 'no carpet' rule: rugs or carpets made from 100% cotton or 100% wool (to include all elements of the weave, backing, etc.), but tenants will be required to provide evidence of this. Council policy will be: if in doubt; leave it out.

Foam is rarely used on allotments, but can 'sneak in', usually in the form of underlay or backing. Foam degrades incredibly quickly and should not be used on the allotment.

**12. Tenants MAY NOT bring onto or leave on the allotment:**

- a. **Carpeting, rugs or underlay**
- b. **Foam products (such as hard foam insulation, soft foam underlay)**

### **Tyres**

The most recent research on the use of tyres on allotments suggests that even old tyres continue to leach toxins in contact with rain and soil. While the main ingredient in tyres is rubber, the stabilisers and other chemicals used to enhance the performance of the tyre are toxic. While the Council would like to support alternative uses for tyres, it appears that the longer-term risks to soil are too great.

Using the precautionary principle:

#### **13. Tenants MAY NOT bring or leave tyres on the allotment.**

***As a general rule: Where poor quality, degrading or non-purposed plastic sheeting, bags, bottles, or carpet, rugs, underlay, foam or tyres are in existing use, Tenants will be issued with a warning notice that these items must be safely removed within a specified number of days. Failure to remove items within the specified days will result in the Council charging you for the removal of the items and immediate revocation of your Tenancy.***

### **Unused materials and storage**

Materials brought to the allotment should be for the purposes of improving your plot in the immediate or near future. Materials brought on site for future projects should be kept neatly, ideally (where possible) in a shed or storage box.

#### **14. Allotments are not a place to store over-flow materials from homes or gardens or to keep rubbish that should go to the tip.**

Unusable rubble sacks, old bits of wire, rusted fencing, corroded metal, degrading plastic (see above), un-used toys, fireplace logs, etc. must be safely removed and disposed of properly. Keeping such items on your plot is a breach of your tenancy agreement. Failure safely to remove items within the time stipulated in a warning letter will result in the Council charging you to remove the items and revoking your tenancy.

The Council recognises that new tenants may have inherited unwanted materials on their allotment and that removing e.g. buried wire fencing can be a painstaking endeavour. If you are a new tenant (new, for these purposes, is within the first year of your tenancy) and you discover unwanted/dangerous materials left by the previous tenant(s), you should a) document what you

have found (take photos, provide notes on materials' location, particularly if they are sub-strata) and then b) talk with the Town Ranger.

- **Help with removing rubbish and other non-use materials.** If you need help with this, please talk with the Town Ranger. You will need to pay for help to remove unwanted materials, but subsidies can be requested if you are on a low-income/in receipt of benefits.

### **The Allotment Show and Eco-Friendly Allotment Awards**

In accord with eco-friendly policy, we have created two new Awards.

1. **The Best Buzz Awards.** These awards will go to the three Allotments with the highest observed pollinator count noted on an ad hoc visit during the summer season. Rules:
  - The allotment must be at least two-thirds given over to growing vegetable produce.
  - Interstitial companion planting is encouraged and does not 'count' towards the 'one-third non-produce allowance'.
  - The selected day(s) for observation will be: after 21<sup>st</sup> June, warm (between 20C and 25C), and sunny, as observed by the Town Ranger and/or nominated Town Councillor.
2. **Sustainable Allotment Awards.** These awards will go to the Allotment holder at each site who best demonstrates and documents their eco-friendly practice on their allotment. We have produced a sustainability 'audit' form (attached) as a starting point for documenting your good practice. Rules:
  - The allotment must be given over to diverse produce (the greater the diversity, the higher the marks) and growing produce must take up at least two-thirds of the allotment space;
  - There should be a range of companion planting in and amongst productive beds;
  - There should be wildlife/pollinator corridor areas (in between and/or alongside beds and/or in borders);
  - Where possible, rainwater should be collected, and water-use should be from butts. These can be individual butts, or shared across your allotment site;
  - Compost should be produced on-site, using only eco-friendly practices. Bonus points for producing a range of composts using different techniques;
  - Seeds should be saved from previous crops, 'swapped' at Seedy Saturday, or sourced from local, organic seed providers. Bonus points for sourcing and growing 'heritage' varieties.

## **Notice and Termination [WENDY – THIS MAY NEED TO BE RELOCATED?]**

The Tenancy can be terminated with one month's notice in any of the following circumstances:

1. If the Tenant has not duly observed the Rules governing this Tenancy, or has failed to comply, within the specified time given, with the maximum two warning notices requiring the remedy of any breaches of the conditions of this agreement.
2. If the allotment is not in a good state of cultivation or preparation for cultivation. This clause does not apply during the first three months of a Tenancy. As a general rule, *in the first two years of a Tenancy, a minimum of 40%* of the total plot should be cultivated and in active use during the main growing season. *From the third year onwards, a minimum of 70%* of the total plot should be cultivated and in active use during the main growing season.
3. If the rent is in arrears for not less than 40 days (whether lawfully demanded or not).
4. On the death of the Tenant. The Tenant's surviving spouse or partner may continue with the Tenancy until the end of the current agreement (normally 01 April) or, with the consent of the Council, sign a new Allotment Agreement. The Council must be notified in writing (by letter or email) on the death of the Tenant. This notice should include any request for carrying on the Tenancy by the surviving spouse or partner.
5. If the Tenant is no longer resident in the Town. For the purposes of the Tenancy, residence can be demonstrated by, for instance, Council Tax bills or evidence of benefits received at the primary, local residence.
6. Whenever the Tenancy or right of occupation of the Council terminates.

Upon Termination, the Tenant must give up possession and use of the allotment, leaving the plot in a state suitable for immediate re-letting. Should any works be required to return the allotment plot to a workable condition, the existing Tenant will be charged to bring the plot to an acceptable standard. Any personal property, structure, produce or other items remaining, 14 days after the termination of the tenancy, will be removed and the cost of removal charged to the Tenant, or with their agreement, will be assigned to a new Tenant.

### TO DO:

- 'Sustainable allotment audit' checklist
- Paper on increasing the rent. Provided there is agreement by Full Council, we are entirely within our rights to increase the rent over and above the precept increase.

- Funding to help allotments increase their use of water butts and composters. (Either by subsidising or bulk-buying and selling on cheaply.)
- Please DO/DON'T table
- 'Nice' version that focusses on Tread Lightly and good practice
- Allotment FB page, linked to TC FB and website
- Proposal for all this for Full Council

Discussion Draft