

AN ALLOTMENT STRATEGY FOR MANSFIELD DISTRICT COUNCIL 2014

Introduction

Allotments are an important asset to Mansfield District Council providing a wide range of benefits to both communities and the environment. They not only provide the opportunity for people to produce healthy low cost food, they offer recreation, involving healthy exercise, social contacts and the enjoyment and challenge of growing a variety of fruit, vegetables and flowers. They also contribute to the retention of traditional skills and wisdom.

Allotments can provide valuable sustainable green spaces, and are havens for wildlife particularly in the most built up parts of the district. House building trends are towards smaller gardens, as pressure increases to optimise building land, and those who live in flats often have no individual garden. As a result, many people have limited access to their own outdoor space. This is particularly relevant for those that are on lower incomes or live in smaller properties. Offering residents the opportunity to rent an allotment, can help to redress the balance.

All local authorities have a statutory duty “to provide a sufficient number of allotments if they are of the opinion that there is a demand for them”. As of *November 2013* Mansfield District Council provides 614 individual plots spread across 16 sites within the Mansfield District. Further allotment providers throughout the District include the Trustees for the labouring poor of Mansfield, Fitzherbert Estates, Welbeck Estates and ASRA Housing Group.

This strategy has been produced to direct the management of all Mansfield District Council Allotments and will also be applied to development proposals that come forward that involve private allotment sites.

Allotments Legislation

The legislation and regulations relating to allotment provision and maintenance is complex. Allotments, meaning parcels of land allocated to an individual, arose initially as a result of the enclosure movements in the eighteenth and nineteenth centuries and their origins were almost totally rural. It was only in the nineteenth century that the idea of urban allotments took hold and this culminated in the Allotment Acts of 1887 and 1890, which made the provision of allotments compulsory on any Local Authority where a need was shown to exist. The Small Holdings and Allotments Act 1908 consolidated these measures and remains the principal Act, so far as allotments are concerned, to the present day. A list of all allotment legislation is included at **Appendix 1**.

The 1998 White Paper, The Future for Allotments, recognised the undisputed health benefits of allotments and recommended that allotment provision be explicitly noted in national and local public health strategies. It stated that there is a need for urgent action to protect existing allotment sites, and that allotment legislation must be overhauled to ensure the long-term protection of allotments. At the time of writing no new legislation has been introduced.

The overall objective of this strategy is to provide sufficient allotments to meet the current and potential demand for residents of the district.

Purpose of the Strategy

The strategy seeks to optimise the use of allotment sites for existing and potential plot holders. It puts in place a framework for the future to develop and manage allotments in partnership with users. The strategy will:

- set standards for the provision of allotments in Mansfield
- aim to increase the uptake of allotments
- improve the standard of service provision
- increase the benefits derived from allotments

As a result of implementing this strategy a service will be developed in which people can expect:

- good access, good security, well maintained haulage ways and pathways, adequate water provision and freedom from neglected plots
- opportunities and encouragement to individuals and communities wishing to be involved in the cultivation of allotments
- efficient and effective allotment administration
- fair, open and equitable treatment and safe tenure
- opportunities for developing gardening skills
- encouragement to sites to develop self-management and associations
- fair rents
- a local standard to meet demand for allotment plots

Current Provision

The Council provides, manages, and maintains allotment sites, largely in the urban area of Mansfield for those interested in allotment gardening. The Council owns the sites at Brougham Ave, Bellamy Road, Forest Road, Ravensdale Road, Shaftsbury Avenue, Titchfield Street, Water Lane in Mansfield and sites in Mansfield Woodhouse at Birding Street, Kingsley Ave, Longyards, Northfield Park Hall Road, Priory Road, Sherwood Rise (Debdale Rise), Whinney Hill. The table in **Appendix 2** gives details of these sites and **Appendix 5** provides detailed plans of the sites.

Management and promotion of the allotment service falls under the responsibility of Parks and Green Spaces in Neighbourhood Services. A specific maintenance budget for the service is held by the Parks team. The grounds maintenance team manage the trees and hedges around allotment sites and ensure that vacant plots do not become too overgrown. **Appendix 3** shows a copy of the Allotment Tenancy Agreement which is applicable to all sites owned by the Council.

Allotments in Mansfield Woodhouse are managed on behalf of the Council by the Mansfield Woodhouse Garden Holders Association who administer and manage the sites. **Appendix 4** shows a copy of the terms of the agreement.

All allotment site improvements will be subject to securing funding. This could include funding from the Council's General Fund or use of appropriate Section 106 money and other funding streams that may become available.

The allotment service is monitored against the following performance criteria:

- % occupancy rates
- % satisfaction rate from annual tenants survey
- Waiting times

Future Provision of Allotments:

There is no nationally set standard for allotment provision, although 250 square meters is used by the Council as a guide for the size of individual plots as suggested by national guidance. It is for each local authority to set its own standard against which any proposals can be assessed. The local standard takes account of quantity, quality, accessibility and existing and future demand.

The following standard takes account of all the necessary factors and will be used to judge any proposed loss or potential increase of allotment land in the future.

Allotments should not be disposed of unless any tenant that has paid their annual fee can be offered an alternative plot of 250 square meters (or smaller by mutual agreement) within the same allotment site, or on an alternative allotment site no further than a 15 minute walking distance. (1,500m walkable, or 600m if measured as a straight line). No tenant shall be guaranteed more than one plot within any individual allotment site or across the District.

The number of plots provided on any site shall not fall below the current or last recorded number of tenanted plots, plus an additional 20% or 5 additional plots above existing tenanted plots. (Whichever is greater and up to the capacity of the site) This is in order to allow for increased take up in the future.

E.g., If on 1 April a site of 50 plots had only 20 plots in use, the site could be reduced to 25 plots (an additional 5 plots over tenanted levels) or if on 1 April a

site with 100 plots had only 50 plots in use, the site could be reduced to 60 plots (additional 10 plots over tenancy levels 20%)

Should a site be totally vacant of tenanted plots for a continuous period of 5 years or more, there will be no requirement for the retention of any plots provided that there is an allotment site within the locality that has additional plots available and is no further than a 15 minute walk from the site to be disposed of.

The role and benefits of allotments:

Allotments offer huge potential to help create a sustainable community:

- **Allotments as a sustainable source of food.** Increasing people's awareness about food and how it is made and grown can encourage people to eat more fresh vegetables and fruit. There are benefits to the environment by providing a local source of food that does not have to be transported over great distances, is often free from chemicals and encourages the composting of green waste. It also provides dietary benefits at low cost to people with low incomes.
- **Allotments as a resource for health.** Working an allotment offers healthy physical recreation for all people. It is increasingly being recognised for its therapeutic value, to the extent that it is being prescribed as a treatment for stress by GPs in some areas.
- **Allotments as a community resource.** Allotment gardening is a great leveller. It can bring together people from all age groups and backgrounds around a common interest. It can help foster a mentoring relationship where experienced gardeners can pass on their knowledge to younger or less experienced ones. If allotments become more important to local communities, then problems with security and vandalism should decrease, demand should increase and participation should widen.
- **Allotments as an educational tool.** Increasingly there is a need for children to be taught about where food comes from and the value of fruit and vegetables to healthy lifestyles. School based projects on allotments offer an ideal opportunity to do this.
- **Allotments as a resource for bio-diversity.** The range of plants on allotment sites offers a varied and valued habitat for flora and fauna, as do compost and wood piles.
- **Allotments as green space.** Green space is becoming increasingly more important within our communities as the intensity of development increases in response to growing population and the demand for more households. A smaller proportion of dwellings are likely to have access to a garden.

Objectives and Action

To deliver the strategy the following objectives have been identified. The objectives have been drawn up in accordance with 'Growing in the Community – A Good Practice Guide for the Management of Allotments' and the Green Flag Park Award scheme. Actions to deliver these objectives will be included in the annual service development plans.

Objective 1

Provide allotment sites that are welcoming and accessible to all

- Ensure good and safe access to all sites
- Ensure sites are Disability Discrimination Act (DDA) compliant within limitations
- Work with site representatives and tenants to ensure all sites are attractive throughout
- Investigate the demand for smaller plot sizes
- Investigate the demand for raised beds that include wheelchair access.

Objective 2

Provide healthy, safe and secure allotments

- Provide sites that are secure places for all members of the community
- Provide sites that are free from hazards to health
- Undertake quarterly risk assessment visits
- Ensure dogs on sites are kept under control and that sites are free from dog fouling
- Work with neighbourhood wardens to improve site security

Objective 3

Ensure well-maintained, clean and safe allotments

- Update tenancy agreement to reinforce tenants responsibilities
- Undertake individual site audits to identify extent of unwanted waste on each site
- Dispose of all dangerous and unwanted waste on each site
- Provide good allotment guides for all tenants to support the terms of the tenancy agreement and to clarify tenant responsibilities
- Work with the grounds maintenance team to clear vacant plots and keep free from weeds and fly tipping whilst vacant.

Objective 4

Provide allotments that encourage sustainable practices

- Manage the allotments in line with the Parks Environmental Policy
- Promote a reduction in the use of chemicals
- Improve waste management on sites
- Encourage the use of composting

- Minimise the amount of pollution generated on allotments
- Maximise water efficiency
- Investigate the demand for the creation of 'organic only' plots

Objective 5

Improve and encourage bio-diversity and conservation

- Identify and recognise any areas rich in wildlife value, such as hedges and marginal areas
- Develop a habitat management plan for each site
- Improve the range of habitats available for wildlife
- Assess and record the heritage value of each allotment site
- Raise awareness of the heritage value of allotments

Objective 6

Promote community involvement and self-management

- Encourage and support the establishment of effective allotment associations on sites
- Encourage education and learning opportunities on sites
- Identify all groups who are, or may be able to work in partnership
- Develop joint projects with partner organisations
- Investigate the feasibility of introducing a tool hire scheme
- Support and develop projects and practices that increase the sustainability of allotment gardening

Objective 7

Actively promote the allotment service

- Provide good quality information about the service to users and non-users
- Promote the service through a variety of media, outlets and events
- Implement the requirements of e-government to promote the service and ensure a simple allotment booking system
- Continue to undertake satisfaction survey and consider a survey of non-users

Objective 8

Continue to improve the management of allotment sites

- Continue regular liaison meetings with allotment site representatives
- Support the work of site representatives and ensure all sites are represented
- Develop a management plan for each site
- Increase tenant involvement with the management of allotment sites
- Produce tenant handbook to complement and support the terms of the tenancy agreement
- Provide efficient allotment administration
- Maximise the benefits of available funding for all sites
- Set Local Standards for Allotment demand and future provision

This strategy will be reviewed and, linked to the Service Development Plan process. To assess the success of short-term targets and their relevance to ever-changing environment information that informs this Strategy will be reviewed on a regular basis.

This strategy was adopted on 8 May 2014.

Appendix 1

The legislation which directly affects allotment administration and the development constraints on this strategy are contained within the following statutes:

The Small Holdings & Allotments Act 1908:

This consolidated all previous allotment legislation. It repeats the duty of local authorities to provide allotments.

Land Settlement (Facilities) Act 1919:

This legislation amended the 1908 Act.

The Allotment Act 1922:

The act provides tenants with a measure of security of tenure. This act has since been amended by the Local Government Act 1972.

Allotment Act 1925:

Requires town-planning authorities to give special consideration to allotments when preparing their town planning and as a consequence is relevant to the Council's emerging Local Development Framework.

Small Holding and Allotment Act 1926:

Made a number of improvements to the law mostly concerning smallholdings.

Agricultural Land (Utilisation) Act 1931:

This was passed at a time of economic depression and has little impact today.

Allotment Act 1950:

Strengthened the requirements on Councils to provide allotment gardens. Provisions relating to rents were also affected. This Act included issues relating to notices to quit and compensation.

Town and Country Planning Act 1971:

Planning and Compulsory Purchase Act 2004:

Have considerable influence on the forward planning of allotments and are relevant to the Council's Unitary Development Plan and the emerging Local Development Framework.

The Local Government Planning & Land Act 1980 and the Local Government & Planning (Amendment) Act 1981:

Consolidated planning legislation, which has further influenced the forward planning of authorities.

The various acts are collectively known as the 'Allotment Acts' and will be referred to as such in this strategy.

Allotment sites are designated as statutory or temporary. Statutory sites are those that have been acquired by the Council for the purpose of being allotment gardens whilst temporary sites have been acquired for other purposes and are used as allotments in the interim. Statutory sites are directly protected by the Allotment Acts but temporary sites are not.

Appendix 2

Mansfield District Council Allotments and Tenancy Rates 2013/14

Mansfield					
Allotment Location	Plots	Size (Ha)	Rented	% rented	
Brougham Avenue 1	4	0.09	3	75	
Brougham Avenue 2	3	0.07	0	0	
Bellamy Road	34	1.14	34	100	
Water Lane	38	1.53	35	92	
Shaftesbury Avenue	23	1.00	19	83	
Ravensdale (Hibbert Rd)	42	3.18	8	19	
Titchfield Street	8	0.28	2	25	
Sherwood Rise (Debdale Rise)	3	0.12	3	100	
Forest Road	54	1.99	52	96	
	209	9.4	159	76%	
Mansfield Woodhouse					
Birding Street	20	1.04	20	100	
Kingsley Avenue	23	0.84	23	100	
Longyards	101	3.56	96	95	
Northfield	20	0.75	4	20	
Park Hall Road	20	0.65	20	100	
Priory Road	96	2.46	33	34	
Whinney Hill	125	6.43	116	93	
	405	15.73	312	77%	

Appendix 3

Copy of Allotment Holders Agreement

AN AGREEMENT made the ----- BETWEEN Mansfield District Council (hereinafter called "The Landlord") of the one part and ----- of the other part. HEREBY subject to the provision of the Allotments Act of 1908 to 1950 the Landlord agrees to let and the Tenant agrees to take on the tenancy on allotment plot at -----in the County of Nottinghamshire and numbered ---- on the Register of Allotments kept by the Landlord (subject to the exceptions and reservations contained in the lease under which the Landlord holds the land) at the yearly rent of as designated in the council's Fees and Charges for the year and payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

The tenant hereby agrees with the Landlord as follows:-

1. To pay the rent hereby reserved without deduction otherwise than allowed by statute in advance on the First Day of April in each year.
2. Not to use the allotment garden for business purposes or for any other purpose than as an allotment garden for growing vegetables or garden produce.
3. To keep the allotment garden clean and in a good state of cultivation, fertility and condition. Each tenant will be responsible for keeping clean and tidy the portion of the adjacent cart road for the whole of the length or width of their plot for half the width of the cart road.
4. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or neighboring property or to obstruct any path set out by the Landlord for the use of occupiers of the allotment gardens.
5. Not to underlet, assign or part with the possession of the allotment garden or any part of it without the written consent of the Landlord and to inform the Landlord if unable to cultivate all or any part of the plot.
6. Not without the written consent of the Landlord to cut or prune any timber or other trees or take, sell or carry away top soil, minerals, gravel, sand or clay.
7. To keep every hedge that forms part of the allotment garden properly cut and trimmed and all ditches properly cleansed and to maintain and keep in good repair buildings, fences and gates on the allotment gardens.

8. Not without the written consent of the Landlord to erect any building, shed, greenhouse, fences or gates on the allotment garden. All buildings shall conform to the Council's standard Specifications as set out in the Schedule 'A' to the Agreement and no more than **1 shed and 1 greenhouse** shall be permitted on each plot. All buildings to be cleared at change of tenancy, failure to remove will lead to re-charging of the cost to the tenant vacating the allotment plot.
9. All garden waste to be composted. The use of bonfires is strictly forbidden on all Mansfield District Council allotment sites.
10. All buildings must be either purpose made or constructed of new materials.
11. Any trees to be planted other than small fruit trees shall require the written consent of the Landlord.
12. Not to deposit or allow other persons to deposit on the allotment garden or on any cart road or any part of the allotment field any refuse or decaying matter (except manure or compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes situate in the allotment field of which the allotment garden forms part or on the adjoining land.
13. Not to bring or cause to be brought into the allotment field of which the allotment garden forms part, a dog unless it is held on a leash.
14. That the Landlord or his agent shall have the right to refuse admittance to any person other than the tenant or a member of his family to the allotment garden unless accompanied by the Tenant or a member of his family.
15. That any cause or dispute between the Tenant and any other occupier of an allotment garden in the allotment field shall be referred to the Landlord whose decision shall be final.
16. That the Tenant shall yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the rules and agreements herein contained. On yielding up the plot the tenant is responsible for leaving the plot in a clean and tidy condition. All costs will be re-charged to the tenant yielding up the plot if the plot is left in an unacceptable condition.
17. That any officer, agent or representative of the Landlord shall be entitled at any time to enter and inspect the allotment garden.
18. That the Tenant shall observe and perform any other special condition which the Landlord consider necessary to preserve the allotment garden from deterioration and of which notice shall be given in accordance with Clause 3 of this Agreement.

19. To observe any other requirements binding upon the Landlord under the terms of any lease under which the Landlord hold the land upon which the allotment garden is situated and of which the Tenant shall be given due notice.
20. To use his best endeavors to ensure that all gates to allotment fields are kept locked when not in use.
21. Chickens and Ducks will be permitted but the shed in which the Chickens and Ducks are housed must conform to the standard specification and will be permitted in addition to one shed. The extent of the poultry run shall not exceed twice the floor area of the shed and the number of Chickens and Ducks permitted **shall not exceed 12 head per person irrespective of the number of plots rented by the tenant**. Under no circumstances should more than 1 Cockerel be kept on site. Where Chickens and Ducks are permitted the remainder of the plot must be maintained in a fully cultivated condition.
22. No other livestock will be permitted other than those listed in paragraph (21) above on any allotment.
23. The tenancy may be terminated in any of the following manners other than those in clause 16:-
 - (a) By either party giving to the other 28 days previous notice in writing expiring on or before the sixth day of April.
 - (b) By re-entry by the Landlord at any time after giving three months' notice in writing to the Tenant on account of the allotment garden being required.
 - (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or
 - (ii) for building, mining or any industrial purpose or for roads or sewers necessary in connection with any of these purposes.
24. Re-entry by the Landlord at any time after giving one months' previous notice in writing to the Tenant:-
 - (i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
 - (ii) if it appears to the Landlord that there has been a breach of the conditions and agreement on the part of the Tenant herein contained and provided that if such breach shall relate to the conditions or rules affecting the cultivation of the allotment gardens at least three months have elapsed since the commencement of the tenancy; or
 - (iii) if the Tenant has become bankrupt or compounded with his creditors.

- (iv) The minimum notice of 28 days will be served on any Tenant who fails to cultivate his plot unless there are extenuating circumstances, i.e. sickness or accident. All legal costs will be reclaimed in the event of legal action being taken to remove or evict tenant/s from their respective plot/s.
25. Any notice required to be given by the Landlord to the tenant may be signed on behalf of the Landlord by an Employee, agent or representative of Mansfield District Council and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered or recorded delivery letter addressed to them there or by fixing the same in some conspicuous manner on the allotment comprised herein.
8. All buildings shall be design approved by the Parks Manager but will generally conform to the following standard:

All buildings must be purpose built to be constructed from new materials.

SHEDS
Dimension

Maximum size 8' x 6' and in no case larger than 50 sq.ft.

Height to eaves not more than 6'0"

Overall height no more than 9'0"

Floor at least 9" above the ground level.

Materials

The building shall be constructed in timber frame and covered with one of the following types of boards.

(a) Tongue and groove boards.

(b) Shiplap and weatherboard.

The building shall be painted or treated overall on completion of erection and thereafter every 3 years.

No adaptations or modifications may be made to the shed and all sheds must be maintained in good condition.

GREENHOUSE
Dimensions

(a) No larger than 100 ft² of floor space.

(b) No higher than 6' to eaves.

Materials

Constructed with metal or timber framework and glazed with glass. Polythene sheeting is not an acceptable covering for a greenhouse.

COLD FRAME

- (a) No larger than 8' long and 4' wide and not more than 2'6" high at the back and 2' high at the front giving a 6" run off.
- (b) The frame lights must be glazed with glass.
- (c) Timber bases are preferred but if brick must be stated when applying.

FENCES

- (a) Must not be higher than 4'6".
- (b) Must be well constructed of posts and rails covered with chain link netting and palings.
- (c) Old doors and galvanized metal sheets must not be used.

SIGNED by the Tenant

SIGNED by the Tenant

.....

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In the presence of:

.....

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Please sign and return to:-
 Mansfield District Council
 Parks Dept.
 Hermitage Lane Depot
 Maunside
 Greenline Industrial Estate
 Mansfield
 Nottinghamshire
 NG18 5GU.

Appendix 4

MANSFIELD DISTRICT COUNCIL

MANSFIELD WOODHOUSE ALLOTMENTS : SELF ADMINISTRATION AGREEMENT

Applicable from April 2010-2020

1. Agreement with Mansfield Woodhouse Garden Holders Association Limited.

2. Allotment sites	Priory Road	96	No. Plots
	Whinney Hill	125	
	Park Hall Road :	20	
	Longyards :	101	
	Kingsley Avenue :	23	
	Northfield :	20	
	Birding Street	20	
	Debdale Rise	3	

Plan of each site enclosed.

3. Mansfield District Council will undertake maintenance of site;
- (a) Grass fairways, top and roadside edge of hedges.
 - (b) Water supply (tanks turn on and off) .
 - (c) Plot clearance/rotavation as necessary.
 - (d) Removal of non-compostable rubbish (12 times per year maximum) .
 - (e) Basic repairs to hedging, gates, locks, fencing.

Provision/replacement of fences, gates, water troughs etc.

4. Garden Holders Association will undertake all administration duties, to include;

- (a) Issue of invoices for rent, payments.
- (b) Collection of rent.
- (c) Keep register of plot tenancies and update on continual basis.
- (d) Issue of new tenancy agreement.
- (e) Issue of notices to quit.
- (f) Notifying Council of plots requiring clearance.
- (g) Notifying Council of repairs, maintenance required.
- (h) Supply of all headed notepaper, postage, stationery, allotment tenancies etc.

5. Holders Association to forward collected rent by means of one cheque covering the amount due, made payable to Mansfield District Council with site register on 2 occasions per year; namely 1/05 and 30/09 of each year.
6. Council to pay Holders Association an annual management fee of **£850.00** for undertaking the administrative duties. The fee to be annually reviewed as per an agreed independent price index.
7. Council and Holders Association to have twice yearly formal Committee Meetings to discuss all relevant matters. Meetings include x3 representatives from the Association and x3 representatives from Mansfield District Council. Meetings to be held in May and October of each year.
8. Holders Association to ensure all tenants to comply with Tenancy Agreement or else take appropriate action. In extreme cases, use of Council's Legal Section will be available to Holders Association.
9. Agreement to be for an initial period of 10 years. The council upon one month's notice will terminate the agreement if any of the following occur;
 - (a) If the total rent payment due to Mansfield District Council by the Association as per Condition 6, is in arrears for forty days or more.
 - (b) If the Holders Association dissolves.
 - (c) If a plot tenant breaches any part of the tenancy agreement and Association have failed to remedy.
 - (d) If Association breaches any other condition of Agreement and fail to remedy.
10. The Council may also upon giving three months written notice require a site or part of a site to be used for building, mining or any other industrial purposes or for associated roads or sewers appropriated under any statutory provision. The rent payments due and management fee to be altered accordingly.
11. The Association will notify the name and address of Committee Members and notify the Council immediately of any changes.
12. .a) If during the aforementioned period there is a variation in the number of plots available for tenancy the rent payment due and management fee payable will be altered accordingly in the forthcoming year.

b) The agreement to be extended to any other allotment site provided by the Council or transferred to the Council from an external landowner/trust upon the Council giving three months prior notice. Management fee and rent payment due to be altered accordingly.
13. A plot tenant needs not to be a member of the Association through such membership to be encouraged by the Association.
14. The Association can give the Council not less than six months written notice to determine the Agreement with such notice to expire on any date when rent

would normally become payable. Provided the association have paid the rent owing to the Council and complied with all other agreement conditions then on the expiry of the notice the agreement will cease to have effect except for the rights and remedies of either party against the other in respect of any previous claim or breach of Agreement.

15. The annual rent payable by the plot tenant to be as agreed by Mansfield District Council and notified to the Association by March of each year.