BRIDPORT TOWN COUNCIL

ALLOTMENT POLICY RULES AND REGULATIONS

Bridport Town Council

Introduction

This policy sets out the rules and procedures for the management and use of allotment sites provided by Bridport Town Council in accordance with the Allotments Acts 1908–1950.

Bridport Town Council has 10 allotment sites, which are valuable community and environmental assets. Beyond providing low-cost food, they promote healthy outdoor activity, support biodiversity, and help strengthen communities through shared, sustainable use of green space.

1. Purpose, terms and interpretations

1.1 The aim of this policy is to ensure fair, effective, and sustainable use of allotments for the benefit of the local community.

1.2 In these rules the words used are to have the following meaning:

1.3 **Plot:** A plot of land that is let by an individual or an association for the cultivation of herb, flower, fruit and vegetable crops.

1.4 **The Council:** Bridport Town Council.

1.5 **Tenant:** A person who holds an agreement for the tenancy of an allotment including any and all members under group tenancy.

1.6 **Site:** The premises defined in section one of the tenancy agreement between the Council and Tenant/s.

1.7 **Rent:** The annual rent payable for the tenancy of an allotment.

1.8 **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.

1.9 **Cultivation:** Keeping the plot in good productive order by the maintenance and improvement of soil; the control and prevention of flowering weeds, ornamental plants, and herb, flower, fruit and vegetable crops.

1.10 **Paths:** Dividing paths between allotments.

2. Eligibility

2.2 Applicants must be a parishioner of the Parish of Bridport or adjoining parish.

2.3 Priority is given to those living in the Parish of Bridport. People from neighbouring parishes should have first contacted their Parish Clerk concerning the provision of allotments.

2.4 Priority also may be given to those who do not have a garden.

2.5 One plot per household is permitted unless additional plots are available.

2.6 Applicants must be aged 18 or over.

2.7 Those living in Bridport Parish will be given first refusal for allotment plots.

2.8 Those living outside the Bridport Parish are eligible to go onto the waiting list.

3. Tenancy Agreement

3.1 A formal Allotment Tenancy Agreement must be signed before any plot is cultivated.

3.2 The tenancy is annual and renewable each year on the 1st October, subject to compliance with the terms and conditions.

3.3 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.

4. Allocation of Plots

4.1 Plots are allocated on a first-come, first-served basis via the waiting list maintained by Bridport Town Council officers.

4.2 Preference will be given to those living in the Parish of Bridport. It also may be given to those who do not have a garden.

4.3 Vacant plots will be offered to the next person on the waiting list. Should the person at the top of the list reject two available plots, they will be removed from the list. Such a person may reapply to be placed on the list, however it will be the new application date which determines their position on the list.

4.4 Potential tenants will be given a map of the allotment site with the allotment plot highlighted. The Council will meet potential tenants on site if there are problems with locating the allotment plot.

4.5 New tenants will not be issued more than one full plot or two half plots in total. If required, to meet demand, the Council will consider the provision of half plots for new tenants.

4.6 Tenants to keep the plot number and post clearly visible and legible at all times, this is the responsibility of the tenant.

5. Waiting List

5.1 A waiting list will be maintained by Bridport Town Council officers.

5.2 Applicants will be contacted periodically to confirm continued interest.

6. Rent and Charges

6.1 Annual rent per standard plot is payable on the 1st October of each year. The standard allotment tenancy year is from the 1st October to 30th September.

6.2 Rents will be reviewed periodically each year and may be adjusted without prior notice. New allotment holders taking over a vacant plot can do so at any time during the year and will pay a pre-portioned rent based on the number of months remaining.

6.3 The tenancy rent, once received, is not refundable. If a plot is surrendered after payment of the annual rental fee, no refund of that fee (either in full or pro rata) will be made.

7. Cultivation Requirements

7.1 Tenants must keep plots well-maintained, free of weeds, and cultivated to a reasonable standard (at least 75% of the plot). An area that is annually cleared of weeds yet remain un-cropped or un-planted during any one year will be considered as non-cultivated.

7.2 Tenants who are unable to work their plot because of illness or have other reason for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

7.3 The Council reserves the right to prune, cut down or remove any shrubs, plants or trees at any time when, in the opinion of the Council, they have become overgrown or dangerous.

7.4 The Council provides mains water to some of their allotment plots via a series of taps and/or troughs. A water charge will be added onto the annual invoice for tenants on sites which have water.

7.5 Wherever possible, the Council encourages the use of water butts.

8. Inspections

8.1 An Officer of the Town Council shall be entitled at any time when authorised by the Council to enter and inspect the allotment garden and if necessary investigate complaints from other allotment garden tenants or the householders of properties adjoining the allotment gardens site. (Photographs may be taken).

8.2 The Council will send a warning notice if, upon inspection, the tenant's plot breaches any of the rules or regulations contained in this document. The notice will clearly state what action is required and the timescales permitted for remedial action. The tenant will initially be given 28 days to remedy their plot, or to contact the Council to explain the breach. We will subsequently carry out an interim inspection after 14 days have elapsed, and a reminder notice will be sent if remedial work has not been completed or commenced.

8.3 Failure to respond to the first notice will result in a second notice being issued, allowing for a further 21 days to make good their plot or take the required action. If the tenant still fails to act the Council will issue a final eviction notice.

9. Use of Allotments/Livestock

9.1 Livestock cannot be kept on any of the Town Council allotment site.

9.2 Tenants may not erect structures (e.g. sheds, greenhouses) without prior approval from the Council.

9.3 All tenants and visitors must keep to the footpaths provided.

9.4 Dogs are permitted on the site but must be kept on a lead or otherwise restrained. Please show consideration to other plot-holders by collecting your dog's waste and disposing of it appropriately.

9.5 Any requests for the keeping of bees must be made to the Council prior to their purchase. In order for the Council to grant permission to keep bees on a plot, the plot holder must prove that correct and adequate animal welfare standards will be met and maintained. The Council reserves the right to decline an application or rescind permission at any time at their discretion.

10. Conduct, Responsibilities and Liability

10.1 Tenants must not cause a nuisance to other plot holders or neighbouring properties.

10.2 Tenants are responsible for their own tools and materials.

10.3 The Council cannot be held responsible for any damage to any allotment plot or any personal property taken into the allotments. The Council will not be liable for damage to any structures caused by storm, wind, subsidence or by any other cause.

10.4 All persons, not being employees of Bridport Town Council, engaged at work on the allotment site, shall comply with all requirements and directions of the Council.

10.5 The Council strongly recommends that each allotment tenant joins an allotment association in order to obtain Public Liability Insurance cover for their plot and the activities thereupon.

10.6 In the case of any injury, accident or incident on the site being sustained, arising, the plot-holder involved must notify the Council within 48 hours.

11. Termination of Tenancy

11.1 The Tenancy may be terminated by either the Council or the Tenant giving to the other of them, not less than one calendar months' notice in writing.

(a) if the rent is in arrears for not less than ninety days. Reminders will be issued to all tenants via post and email to those who have not paid within 90 days. If the Council is not kept informed of a change of postal address or email address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant.

or

(b) if the Tenant is not duly observing the rules affecting the allotment or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors. The Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

11.2 Provided never the less that if the Council requires the allotment for purposes for which it was acquired or held by them, then the tenancy may be terminated by the Council, giving not less than three calendar month's notice to the Tenant.

11.3 The tenancy shall also terminate if and whenever the chief tenancy or right of occupation of the Council to the allotment land ceases.

11.4 On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.

11.5 Tenants must vacate the plot within 14 days of termination. After this time the plot will be allocated to someone on the Council waiting list.

11.6 Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council.

11.7 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication or notices sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant. Notices may be placed on the plot.

11.8 In the event of a Tenant's death, the tenancy of an allotment, unless otherwise agreed between the Council and the deceased's representatives, shall terminate on the following month after such death.

12. Bonfires and BBQs

12.1 To only light a bonfire when there is no other means of disposing of garden waste that shouldn't be composted and, if in the event that there is no other alternative means, to follow the guidelines set out in Appendix 1.

12.2 It is prohibited to use barbeques (gas, portable, disposable or charcoal) on any of the allotment sites.

13. Complaints and Disputes

13.1 Any complaints should be made in writing to the Council.

13.2 The Council will seek to resolve disputes fairly and may involve mediation where necessary.

14. Policy Review

14.1 This policy will be reviewed every 5 years or as required by legislative changes.

Date of policy creation: May 2025
Approving committee: Finance and General Purposes and Full Council
Date of committee meeting: 10-11-25, 12-01-26 and 20-01-26
Policy effective from: January 2026
Date for next review:

BRIDPORT TOWN COUNCIL IS AUTHORISED TO ALTER OR AMEND THE FOREGOING REGULATIONS AT ANY TIME; TO INTRODUCE SUCH FURTHER REGULATIONS AS THEY CONSIDER NECESSARY; TO WAIVE ANY OF THE FOREGOING REGULATIONS IN EXCEPTIONAL CIRCUMSTANCES OR TO IMPOSE TEMPORARY RESTRICTIONS ON ANY MATTERS NOT SPECIFICALLY COVERED BY THESE REGULATIONS

Appendix 1 – Bonfires

Bonfires are not the best disposal method for waste and having a bonfire should be a last resort. If you have ruled out all other disposal methods and the only way is to have a bonfire, please consider the following:

We ask all tenants to:

- Inform your neighbours beforehand.
- Burn only during the evening.
- Locate the bonfire as far away from your neighbour(s) as possible.
- Have a small fire, this must be controllable and hot enough to burn with minimal smoke.
- Consider the weather ideally no wind or a light breeze, blowing away from nearby houses. Monitor changes in the wind/smoke direction.
- Only burn suitable materials – Materials must be dry and this will burn quickly and give off minimal smoke and smell.
- Supervise the burning of waste and do not leave a bonfire unattended.
- Have water available to extinguish the fire quickly if necessary.

Please don't:

- Have too many bonfires neighbours are more likely to complain if you often have bonfires.
- Burn the following: Household rubbish, rubber, oil, green garden waste, animal bedding, plastic, tyres, foam, or paint – these can produce potentially toxic dark smoke which is unacceptable and might be an offence.
- Leave a fire unattended or leave it to smoulder – douse it with water if necessary and make sure it is out and will not continue to smoke once left.
- Use an accelerant to light a fire – oil, petrol or methylated spirits could cause harm to yourself and the environment.
- Burn furniture as it is likely to emit significant dark smoke and toxic pollutants.
- Burn during foggy conditions – the smoke will not be able to disperse.

General Advice

We receive many enquiries about bonfires, both from people affected by them and from people wanting to do the right thing. Bonfire smoke can be very irritating and it may cause temporary local air pollution issues and also cause a nuisance to those washing clothes/sheets and enjoying their garden.

Some people can be sensitive to smoke on health grounds and we therefore discourage any burning that may cause smoke drifting onto properties nearby.

There are no laws prohibiting bonfires altogether, or specifying times when you can burn, but there are laws which might apply if the smoke causes a nuisance. There are specific regulations which apply to waste generated as a result of a commercial activity, or waste that will cause dark or black smoke. None of these materials can be disposed of by burning. If you need to report an incident relating to the burning of commercial or agricultural waste, please contact the Environment Agency directly not the Town Council.