Horncastle Town Council - Allotment Policy
October 2026

Policy Purpose
This policy seeks to:

- Establish the principles which will guide the establishment and management of allotments across the authority area.
- Set standards for the provision of allotments.
- Define the responsibility of each party.
- Put in place a framework to develop and manage allotments in partnership with users.

1.0 Scope
The policy applies to Horncastle Town Council Allotment sites and not those managed by any other associations.

Definition of an Allotment Garden Section of the Allotment Act 1922 defines the term "allotment garden" as "an allotment not exceeding 40 poles [1011.72m²] 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."

Horncastle Town Council allotments cover approximately 3.68 acres of land known as Walter Gardens which is situated off Churchill Avenue. The site consists of well-established plots, some newer plots behind the original site and an orchard area. There are 74 half plots, measuring approximately 7 x 15 metres, 21 half plots measuring approximately 18 x 6 metres, 1 quarter plot measuring approximately 9 x 6 metres and 1 large half plot measuring 7 x 20 metres. The overall size includes a 500-600mm grass pathway along the side of each plot.

2.0 Rental
2.1 Rent
Allotment garden rent is payable to the Council on the first day of April each year. The rent must be paid in full within 30 days of receipt of the notice of payment letter, after which period the Council can legally give 30 days' notice to quit for non-payment or any shortfall in payment. New allotment holders taking over a vacant plot can do so at any time during the year and will pay a proportional rent based on the number of months remaining.

Allotment garden rents will be reviewed each year. When introducing the rent increase itself, 12 months' notice of the increase must be given outside of the growing season (which runs from the 6th April to 29th September (Section 1 of the Allotments Act 1922 and as amended by the 1950 Act).

2.2 Deposit
A deposit of £50 is required to secure a plot after completion of a 6 week Probationary Period – see 3.1 below. This will be returned after termination providing the plot is left free of weeds, compost heaps, piles of soil, broken glass, debris, and is in a satisfactory condition to re-let straight away. You must also have returned the key.

From 1st November 2026, a deposit is required for every newly rented plot, even when a tenant holds more than one plot.

3.0 Tenants
3.1 New tenants
New tenants shall initially be placed on a 6-week Probationary Period Agreement in order that they may judge whether or not they have the time and commitment that an allotment takes. The probationary deposit will be a non-refundable amount of £20. If the tenant then wishes to move to a full tenancy agreement, this deposit will then be taken forward as part of the

standard deposit – see 2.2 above. If the tenant decides not to move to a full tenancy and relinquishes the plot, then the £20 is retained by Horncastle Town Council.

3.2 Age and Residency for Allotment Tenancies
Horncastle Town Council will give preference to new allotment garden tenancies to people living within the administrative boundary of the Town and who are a minimum of age 18 years.

Residents outside the administrative boundary may apply for an allotment but should be advised that there is a waiting list and preference will be given to Horncastle residents. If a tenant permanently moves out of the town boundary they will **not** be required to give up the tenancy of their allotment garden.

3.3 Allocation
Each allotment will be allocated to a single applicant. Allotments will be offered on a "first come, first served" basis. Whilst there is a waiting list for allotments the plots will only be let to residents of Horncastle. If at any time there is no waiting list and plots become vacant, they can be let to people outside of Horncastle. Where it is necessary, the waiting list will be held by the Council.

Individuals will be placed on the list in date order upon receipt of a completed application form.

Allotment holders are not permitted to hold more than one full plot of two half plots in total.

When a plot becomes vacant it will be offered to the person at the top of the 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 re-apply to be placed on the list, however it will be the new application date which determines their position on the list.

It is the responsibility of all applicants to keep the Council informed of any change in their personal details. The Council will periodically contact those on the list to ensure details are still correct and that the individual still wishes to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council reserves the right not to grant an allotment garden tenancy where there is evidence of previous plot misuse or a history of enforcement action for such as matters as non-payment of rent or cultivation issues.

3.4 Co-workers / Plot Partners / Sub-letting
A co- worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. However, co- workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co- workers is not permitted and the tenant must still have a regular involvement in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot and for the rent of the plot.

3.5 Nuisance
The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property.

3.6 Site Access Times
To reduce disturbing local residents at unreasonable hours, and in line with seasonal variations, the access times to the Walter Garden allotments are as follows:
1st March to 31st October: 7am – 10pm
1st November to 28th February: 8am – 6pm

3.7 Admittance
The Council has the right to refuse admittance to any person other than the tenant or member of his family to the Allotment Gardens unless accompanied by the tenant or a member of his family.

3.8 Security
All allotment holders have a responsibility for ensuring that the main allotment gate is kept locked when leaving the site.

3.9 Change in circumstances
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. Tenants who are unable to work their plot as a result 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.

3.10 Children
Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

4.0 Cultivation and Maintenance
4.1 Use of land
The land is to be used solely as an allotment garden in accordance with the relevant Allotments Acts and this Allotment Policy. Any business or commercial use is strictly prohibited.

4.2 Cultivation
Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 75% of the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. The remaining 25% of the allotment area is to be kept tidy. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. The tenant will be responsible for dealing with any moles which enter their plot. The tenant is also responsible for maintaining the footpath to the left of the allotment garden.

4.3 Hazardous material/chemicals
No hazardous material (eg asbestos) is to be brought onto the allotments. If such material is brought on, the allotment holder will be responsible for paying the costs of its' removal. No spraying of crops or weeds is to be done with a knapsack. The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Only small handheld bottles of weed killer are permitted.

4.4 Trees, Shrubs and bushes
The tenant may not, without written consent of the Council, plant any trees. No ornamental or forest trees or shrubs should be planted on the allotment garden.

4.5 Hedges, Fences and Boundary Fences
The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres. The Council will cut all boundary hedges once per year in the Winter season. Tenants must ensure there is proper access to hedges to allow this. Failure to allow proper access to hedges will result in the tenant becoming responsible for the trimming of any hedge which bounds their allotment. The tenant must not erect any fence whatsoever sub- dividing any allotment garden. Allotment garden plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause them to lean or rot, and

impedes any maintenance. Any boundary disputes should be referred to the Council to determine.

4.6 Waste/ Depositing Refuse / Disposal of Rubbish
The tenant is responsible for disposing of all rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant may not, without the consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay. Nor deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges surrounding the Allotment Gardens or on the adjoining land. The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used. The use of old tyres on plots is prohibited.
Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

4.7 Barbed Wire
The tenant may not use barbed wire nor place any fences of any kind on any part of the allotment, including any path set out by the Council for the use of occupiers of the allotments.

4.8 Bonfires / Burning Rubbish
This is not allowed and could result in the termination of your tenancy agreement.

4.9 Water holding/ Hosepipes/ Taps/ Toilet
Tenants who have a water holding implement on their allotment are responsible for the safe maintenance of it and for providing and maintaining a strong, surround and cover. No new wells or submerged water holding devices may be dug at all, including ponds. The use of hosepipes on the allotments is not permitted. Tenants are encouraged to use water collection systems where possible to aid in the watering of their plots. Tenants must ensure taps are not left running or dripping. The toilet on site is only for the use of allotment holders and their family/friends working on the allotment. It is the responsibility of all tenants to keep the toilet clean.

4.10 Buildings/Structures (including polytunnels)
Tenants are not permitted to erect any building other than a shed, greenhouse or polytunnel without permission from the council.
The maximum size structures permitted are:

	Half Plot	**Full Plot**
Shed/ Greenhouse	2.4m x 1.8m	3m x 2.4m
Polytunnel	3m x 2m	6m x 4m

There will be no exceptions to this and you will be asked to remove any structures erected after Dec 2020 which exceed these dimensions.

Any structure must be properly maintained, secured to the ground and kept in good order. Any broken glass in greenhouses should be removed and replaced.

4.11 Skips
The council will supply four skips for the benefit of tenants twice a year in spring and autumn. These will be spaced out within the allotments to provide easy access for all and must only be used for the depositing of allotment waste. If it is found that they are being filled with non-allotment waste, the decision will be taken to no longer provide them.

4.12 Vehicles
Vehicles should only be taken down to individual allotments for loading and unloading and then returned to the car park. The turning area at the far end of the old section in front of plot 18, is not to be used for parking. The speed limit for vehicles is 5 miles per hour. No caravan, trailer, tyres or vehicle parts should be brought to or placed onto the allotment site.

5.0 Livestock/ Animals

5.1 Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

5.2 Live Stock

The tenant must not, keep or bring onto the allotments any animals (except dogs) or livestock of any kind on the land

5.3 Bee Keeping

Due to the size of our plots and proximity to housing estates, Horncastle Town Council is unable to support the keeping of honey bees on its' allotments site.

6.0 Legal/Administrative

6.1 Disputes

Any case of dispute between the tenant and any other occupier of an allotment plot shall be referred to Horncastle Town Council whose decision shall be final and no appeals will be entered into.

6.2 Special condition

The tenant shall observe and perform any other special condition which the council considers necessary to preserve the allotment garden from deterioration and which notice shall be given to the tenant in accordance with section 7 of the policy.

6.3 Indemnity

The tenant shall indemnify the council against all claims, damages, actions or proceedings of whatever nature arising out of the granting of this tenancy.

6.4 Not to display Advertisements

The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement of any kind, other than the plot number, without the prior consent of the Council.

6.5 Archaeological Artifacts

Any archaeological artifacts found on the allotment site belong to Horncastle Town Council and should be reported to Horncastle Town Council at the earliest opportunity.

7.0 Termination of Tenancy

7.1 Death

This tenancy shall terminate as convenient after the death of the tenant. The Council has the discretion to allow the allotment to pass to a spouse or partner.

7.2 Termination manners

This tenancy may also be terminated in any of the following manners:

i) By the allotment holder at any stage during their tenancy

ii) By re-entry by the council at any time after giving three months' notice in writing to the tenant on account of the allotment plot being required for any purpose (not being used for agriculture) for which it has been appropriated under any statutory provision or for building, mining or other industrial purpose or for roads or sewers necessary in connection with those purposes.

iii) If the rent is in arrears of not less than forty days whether legally demanded or not

iv) If it appears to the council that there has been a breach of the Conditions and Agreements by the tenant as outlined. In such cases the Council shall send an informal warning letter, followed by a formal warning letter 30 days later asking that

the breach be rectified. If no action is taken or a reasonable explanation for the matter provided then the Council will provide the tenant with 30 days notice to vacate.

7.3 Yielding up / Eviction
When giving up the allotment plot, or at the termination of the tenancy, the plot must be left free of weeds and debris and in a satisfactory condition to re-let straight away, otherwise the deposit will be retained.

If the tenant is in possession of more than one plot, but is evicted from one, still retaining the other: at the time of yielding up the remaining plot, the tenant will have forfeited the deposit completely, even if the remaining plot is surrendered in good condition.

In cases of eviction, the 'tenant' will not be allowed to re-apply for another allotment plot for a period of 1 year.

7.4 Service of Notices
Any notice may be served on a tenant in writing, either by hand delivered letter to their last known address, by a registered letter sent through the postal system or by email.

7.5 Legal Obligations
The tenant of an allotment garden must at all times observe and comply fully with all laws/ regulations.

8.0 Inspection and Enforcement

8.1 Inspection
Any officer or member of the council shall be entitled at any time when instructed by the council to enter and inspect the allotment garden.

8.2 Risk Assessment
The Council will complete an annual risk assessment of the Allotment Gardens site with the objective of removing any risks completely, or reducing any risks to an acceptable level. Any remedial action is the responsibility of the tenant, written notifications will be sent, with a date by which the remedial action must be taken. Where the required action is not taken by the date requested, a second 'notice to remedy letter' will be sent with a revised date. If this subsequent letter is ignored then a notice to quit will be served on the allotment holder.

8.3 Failure to Comply
Allotment garden sites and plots will be regularly inspected by the Council, and tenants who fail to comply with this lettings policy will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings and ultimately the Council has the power to give tenants Notice to Quit as per the allotment garden tenancy agreement between the Council and allotment garden tenant.

8.4 Enforcement
The following enforcement procedure will apply:

a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.

b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.

c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

8.5 Power of eviction
In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure.

8.6 Special Conditions
The tenant of an allotment must observe and perform any other special conditions the Council considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment garden in accordance with these rules.

8.7 Amendment of these rules
Horncastle Town Council reserves the right to amend these rules at any time.

For further information or queries please contact: Allotments Officer, Horncastle Town Council, The Stanhope Hall, Boston Rd, Horncastle, Lincs, LN9 6NF
Telephone: 01507 522957 Email: deputyclerk@horncastletowncouncil.co.uk

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