Canvey Island Town Council

Allotment Policy

1. Purpose

1.1 To set out Canvey Island Town Council's policy approach to supporting its existing Allotments and to develop additional Allotment sites within Canvey Island.

1.2 An allotment is traditionally a collection of rented plots of land usually for the growing of fruit and vegetables.

2. Statement of Policy Aims

2.1 Canvey Island Town Council recognises the environmental, health, recreational and other benefits that Allotments can bring to plot holders, their families, and the wider community. Allotment gardening offers the benefit of a healthy lifestyle all year round that is active, sustainable, and socially inclusive.

2.2 The Council is committed to providing allotments and developing new sites to adhere to the increasing demand.

2.3 The Council is committed to increasing community involvement in Allotment sites and to work in partnership with groups or Allotment Associations in Canvey Island to assist them to develop sustainable Allotments.

2.4 The Council aims, within existing resources, to provide groups or Allotment Associations with advice and support to help them build capacity to realise their ambitions of developing and maintaining sustainable allotment sites.

3. Practical Council Support

3.1 In furtherance of the policy approach set out above, the Council will:

a. Designate an Officer to act as a liaison with a group or Allotment Association, to help them pursue their ambitions;

b. Assist individuals to constitute as Allotment Association and to help such groups to build capacity to take forward sustainable allotment projects;

c. Provide groups or Allotment Associations with advice on possible sources of start up grants and ongoing funding to sustain an allotment site;

d. Review its policy approach to allotment provision at regular intervals to ensure that the Council's policy objectives are being met.

4. Letting of Allotment Plots

4.1 A person must be a resident of Canvey Island to be eligible for an allotment plot at any site owned by Canvey Island Town Council. Upon the completion of a tenancy agreement, evidence of proof of residence will be required such as a utility bill (or other such proof of residence) to the Town Council.

5. Identification of Land for Allotment Sites

5.1 The Council will continuously review potential land for identification of additional Allotment sites.

5.2 Allotment Associations or groups will themselves be expected to identify land for development as allotment sites.

6. Development & Management of Allotment Sites

6.1 The Council will develop and manage its Allotment sites within existing resources unless an agreement has been made with an Allotment Association or group.

If such an agreement is in place the Allotment Association or group will be expected to assist with the undertaking of all works to develop their allotment site. This includes, but will not be limited to:-

- the division of the land into allotment plots;
- inspections
- resolution of issues or incidents
- provisions of security gate keys
- general maintenance

6.2 The Council will pay the water rates (excluding the Horticultural Society Hut), provide adequate insurance cover inclusive of volunteers, administer the tenancy agreement renewals and waiting list, collect rents and issue warning letters or terminations/notice to quit notifications.

Management Rules

6.3 The Council will be responsible for managing all aspects of its Allotment sites unless an agreement has been made with an Allotment Association or group. Allotment Rules and Tenancy Agreement are attached at **Annex 1** to this policy document.

6.4 The termination of a tenancy will be enforced for non-compliance or breaches of any of the terms and conditions or rules as per Section 14 of the Tenancy Agreement. Disputes will be referred to the Council whose decision will be final.

7. Funding Arrangements

7.1 An annual budget funded by the collection of rents will be provided by the Council to maintain its Allotment sites. Funding opportunities will be investigated for specific projects or when the need arises.

7.2 Allotment Associations or groups will be responsible for raising funds to assist with the establishment and sustainability of their allotment sites.

7.2 Officers will provide advice to help Associations or groups identify sources of grant funding and assist Associations or groups to make applications.

Further Information

Anyone interested in taking forward an allotment site development in Canvey Island, should in the first instance discuss their proposals with the Town Clerk:

Email: clerk@canveyisland-tc.gov.uk
Tel: 01268 683965

Annex 1

ALLOTMENT RULES

In conjunction with the Schedule outlined in your current Tenancy Agreement the following Allotment Rules must be observed.

1. The Tenant shall have at least ¼ of their plot under cultivation of crops after 3 months and at least ¾ of the plot under cultivation after 12 months thereafter.

2. The Tenant shall not deposit or allow any other person to deposit any refuse or any decaying matter as this will be treated as “fly tipping” and could be prosecuted (except manure or compost which must be in quantities reasonable for use in cultivation of the plot).

3. Non-compostable waste must be removed from the site by the Tenant.

4. Only retail available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for control of pests, disease or vermin.

5. Dogs MUST be kept on a lead and be tethered and MUST remain on the Tenants plot only. Any excrement MUST be removed by the dog’s owner.

6. No plot may be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the plot.

7. The Tenant shall be issued with a key to access the allotment on foot, no replicas shall be made and no key passed to anyone other than the person authorised by the Tenant to work on his/her allotment plot.

8. The main access gate shall be closed and locked at all times (for the protection of lone Tenants and prevention of unauthorised visitors).

9. The Town Council/Horticultural Society will not be held responsible for loss by accident, fire, theft or damage from any allotment.

10. The Tenant shall consider water conservation by not using hosepipes to water allotment plots but instead to fill a water butt or watering can from the water point to do so. Sprinkler systems are not permitted.

11. The water supply will be turned off during the winter months (1 November to 1 April).

12. On the termination of the Tenancy, the Tenant shall return to the Horticultural Society hut at Smallgains any property (keys etc) made available during the Tenancy for reimbursement of any deposit and shall leave the plot in a clean and tidy condition.

13. The Tenant must obtain the written consent of the Town Council for the erection of any structure which are restricted to the following:

    - All greenhouse must not be more that 6ft by 8ft in size and all greenhouses must be made from Polycarbonate material.
    - Greenhouses must not impinge on neighbouring allotments e.g. casting shadows etc.
    - All sheds must be 6ft x 4ft and must not be on a concrete base.
    - All polytunnels must not be more than 8ft x 12ft in size. Polytunnels must not impinge on neighbouring allotments. All polytunnels must not be of a permanent nature.

- Any structure deemed to be unsafe by the Town Council will not be permitted and must be removed.

I have read and understood the Allotment Rules and undertake to comply with all Allotment Rules.

Signed: …… Dated: ……

Canvey Island Town Council Allotments Tenancy Agreement (2026)

Tenant:	**Full Address:**
Tel No:	**E-mail:**
Location:	**Plot No:**

CANVEY ISLAND TOWN COUNCIL agree to let, and the above tenant agrees to take as a yearly tenant from the 1st day of January the allotment garden, plot number above at the yearly rental of £42.50 half plot or £85.00 full plot inclusive of water usage as provided for the use of the tenant by the council payable yearly in advance. 50% of the rent will be charged for the period 1st July to the 31st December. The tenancy is subject to the conditions contained in the schedule of this agreement, the signed allotment rules and to the relevant allotment's acts. Payment of rent should be paid within 28 days of the due date. The tenancy will automatically be terminated if rent is not paid within 40 days of the due date.

Signed: _____ Date: _____
Tenant

Signed: _____ Date: _____
Canvey Island Town Council

S C H E D U L E

1. The tenancy may be terminated by one months' notice in writing given by the Council under Section 30 (2) of the Small Holdings and Allotment Act.
2. The tenancy may be terminated by either party giving to the other twelve months' notice in writing expiring on or before 6th April or on or after 29th September in any year.
3. The allotment garden to be left in a reasonable clean condition on the expiration of tenancy, i.e. free from weeds, rubbish, etc.
4. The tenant shall keep the allotment garden, paths and hedges that form part of the allotment boundary, clean and in a good state of cultivation and fertility and use as an allotment garden only and for no other reason. Pests, weeds and refuse must be controlled at all times.
5. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, allow a fire in or near the allotment or obstruct any path set out by the Council for the use of occupiers of the allotment gardens.
   Disputes shall be referred to the Council whose decision shall be final.
6. The tenant shall not underlet, assign, or part with possession of the allotment, or any part of it without written consent of the Council.
7. The tenant shall not use barbed wire for the fence adjoining any path set out by the Council.
8. The tenant shall not without written consent of the Council, cut or prune any timber, or any other trees, or take away or carry away any minerals, gravel, sand or clay.
9. The allotment is an open space with uneven surfaces and all activities undertaken on the site are at the tenant's risk.
10. The tenant shall not erect or cause to be erected, any building, hut, shed or structure as detailed in the allotment rules without the written consent of the Council.
11. The tenant shall not keep animals or livestock of any kind, or create ponds on the allotment garden.
12. Keys to gates (The property of the Horticultural Society) are provided against a £20 deposit, to be returned on termination of tenancy to the Horticultural Hut at Smallgains.
13. Annual rents to be paid in advance to Canvey Island Town Council and will be subject to an annual review.
14. In the event of any breach of any of the terms and conditions herein contained, the Council reserve the right to terminate the tenancy with immediate effect without notice.

Please refer to the Councils Privacy Notice which can be found on the Town Council website www.canveyisland-tc.gov.uk or a hard copy can be obtained from the Town Council offices.

CANVEY ISLAND TOWN COUNCIL

Received for Allotment Rent: £42.50 (half plot) / £85.00 (full plot) (delete as necessary)

PLOT NO. **LOCATION:**

Signed: _____ Date: _____