

*Rehabilitation Proposals*  
*For the*  
*Saintbridge Allotment Site*

*Draft final*

*April 2009*

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## 1. Introduction

The Saintbridge allotment site is situated off Askwith road and provides around 4 Ha of allotment gardens. This report was prepared as a technical input to help facilitate the formation of an allotment association and promote the rehabilitation of the Saintbridge site. The report investigates the constraints to improved utilisation of this allotment resource and outlines an action plan to rehabilitate the site and bring abandoned areas back into cultivation.

## 2. Historical background

During the last three decades there was a steady decline in demand for allotments and the number and area of Gloucester City Council allotment sites reduced as the land was used for house building. Despite policies to stimulate uptake of allotment tenancies (for example, free rent for the first year of cultivation, and a “rent one plot and get a second plot free” policy) a large number of plots remained abandoned and overgrown. The management of allotment lettings and up-keep of sites was neglected resulting in; misallocation of plot numbers, unofficial sub-letting of plots, tenants continuing to rent uncultivated plots and, the cultivation of plots without a tenancy agreement.

## 3. Current Situation

In recent years increased environmental awareness and a desire for fresh organic produce has resulted in a dramatic increase in demand for allotment plots. Enterprise plc was contracted in 2007 to act as agent for Gloucester City Council in the administration and letting of allotments in the city. In November 2008 there was a waiting list of 378 prospective tenants, nevertheless, the Saintbridge allotment site continues to suffer from problems associated with neglected management. At this site an estimated 30% of allotment plots are abandoned with heavy perennial weed problems; including brambles, hedge bindweed, couch grass, nettles and thistles. Despite the long waiting list there is an apparent inability to let plots to new tenants.

The major barriers to letting plots to new tenants would appear to be:

1. **Plot identification and boundary demarcation**, it is almost impossible to identify a specific plot number and locate its boundaries in abandoned overgrown areas. Inconsistent plot numbering makes it impossible for Enterprise staff to determine whether an uncultivated plot is vacant, or has a tenant who is not cultivating the plot. Furthermore, if the latter is the case it is not possible to determine who the tenant is. Similarly if a tenant gives notice of termination of the tenancy Enterprise staff would be unable to locate this newly vacant plot.
2. **Heavy perennial weed problems** make cultivation extremely difficult. The higher than normal weed control requirements force many new tenants to give up in the first year. Realistically two to three years are required to get abandoned overgrown areas fit for cultivation. The problem of perennial weeds is further aggravated by lack of perimeter maintenance to stop weed ingress into the allotment site. This problem is most pronounced on allotment plots that run parallel to the perimeter.

It is unrealistic to expect the large number of abandoned plots to be brought under cultivation without first addressing the problems of plot identification and perennial weeds.

#### **4. Site plan and plot numbering**

A Site plan was prepared from a composite of the Gloucester City Council site plan (drawing number 5629/08) dated August 1979 and a photo mosaic from Google maps dated April 2007. This site plan is presented in appendix one. The plot numbering convention used in appendix one is as follows: full size plots are shown with number only (no suffix) and; half plots appear with number and suffix A or B. This allows plots to be divided and recombined according to market demand.

##### **4.1 Anomalies in the site plan:**

The 1979 site plan does not show plot numbers 44 through to 49 which, it is believed, were lost due to house building. The 2007 photo mosaic shows an area of allotment garden (marked 44?) which is not included in the 1979 site plan. Furthermore, plot number 20 appears to be duplicated in both the 1979 data and the 2007 photo mosaic. This duplicated plot is marked (20/45?). It seems reasonable to assume that these anomalies are a result of housing development on the western side of the Saintbridge site. Verification with the Gloucester City Council allotment survey dated, April 2008 confirms that plot number 20 is indeed duplicated, while the anomalous allotment garden (marked 44?) is shown as 43 in this 2008 survey and plot number 36 is duplicated. The two anomalous allotment plots in question (44? & 20/45?) should be renumbered 44 and 45 respectively.

##### **4.2 Field investigation**

Ground truthing and verification carried out in January and February 2009 revealed the following issues:

Plot numbers 113, 112 and 110 are excessively wide resulting in the virtual loss of plot number 111. The boundaries of plots numbered 113, 112 and 110 need to be remarked to reinstate plot number 111.

Plot boundaries on the eastern side of the site are undefined as much of this area is uncultivated and overgrown. The eastern end of plots numbered 128 through to 148 need to be remarked when this area has been cleared of vegetation. Similarly plot numbers 55 to 59 and plots 97 to 100 are also overgrown and will need to be remarked when the vegetation has been removed.

The eastern half of plots 139 to 142 are currently unusable due to the large quantity of bark tipped onto them and the whole of plot 114 and 141 is not currently available as these plots have been used as an access track to said bark storage area.

There are a number of combined plots where the grass pathway(s) would need to be reinstated as and when these plots become available to let to new tenants. The following combined plots were identified; a) plots 133, 134 and 135; b) plots 106,107,108,109 and 110; c) plots 120 and 121; d) plots 101A, 102A and 103A; e) plots 104A and 105A; f) plots 105B, 104B, 103B and 102B; g) plots 71 and 70; h) plots 67 and 66; i) plots 65 and 64 and; j) plots 63, 62 and 61.

Other minor anomalies in the size of some of the allotment plots were noted. This issue could be addressed in a neighbourly fashion through the realignment /straightening of grass pathways.

### **4.3 Conclusions**

The overriding conclusion to be drawn from the ground truthing exercise is that confusion over plot numbering has arisen due to the misallocation of plot numbers in tenancy agreements. The 1979 site plan (when adjusted for anomalies due to house building) provides a sound basis for future lettings management and the photo mosaic composite would facilitate plot identification in the field. The field investigation highlighted four interventions required to bring about full utilisation of the Saintbridge allotment resource. Namely; correction of misallocated plot numbers in existing tenancy agreements; letting of recently vacated plots to prevent future weed problems; rehabilitation of abandoned overgrown plots and; hedgerow and perimeter development encompassing tenant based perimeter management.

## **5. Rehabilitation Plan**

The following section outlines the major rehabilitation works required at the Saintbridge site.

### **5.1 Plot numbering**

The Saintbridge Allotment Association proposes to conduct on site interviews with tenants during the coming growing season to correlate the 1979 site plan numbers with the plot numbers in existing tenancy agreements. This activity will produce information that would enable Enterprise plc to correct misallocated plot numbers in existing tenancies. This exercise will also identify plots that are not being cultivated and enable Enterprise plc to take appropriate action. In the long term it will be necessary to clearly mark all plots with a plot number identification post to facilitate efficient lettings management.

### **5.2 Letting vacant plots**

There are basically two categories of vacant plot, namely, recently vacated plots and abandoned/overgrown plots. The recently vacated plots could be let immediately to new tenants using the 1979 site plan numbers. The fact that "1979 site plan" numbers are used needs to be stated clearly in the tenancy agreement to prevent the possibility of any duplication and confusion with existing tenancies that have been issued using the wrong plot number (should any duplication of plot number occur with an existing tenancy it follows that it is the existing tenancy that has the wrong plot number). The overgrown abandoned plots require rehabilitation prior to letting to new tenants. This is discussed further in section 5.3 below.

### **5.3 Rehabilitation of abandoned overgrown plots**

The following plots form continuous blocks of overgrown abandoned land; the eastern end of plots 130 through to 140, plots 141 to 148, plots 55 to 59, plots 97 to 100 and plots 126 to 128. These plots need to be bare fallowed to eradicate perennial weeds from the allotment plots and the paths. This is important because it will address the problem of perennial weeds invading plots from the pathways. Bare fallowing is a weed control technique that entails taking land out of production and carrying out repeated cultivations with a rotary cultivator during the growing season. Each time the

land is cultivated perennial weeds re-grow using food reserves from their roots. Each time weed shoots break through the soil surface the land is cultivated again forcing the weeds to grow new shoots there by further depleting food reserves in their roots. As long as the weeds are not allowed to produce leaves (hence the name “bare” fallow) this weed control method will weaken and eventually kill perennial weeds. Repeated spraying with glyphosate “round-up” will achieve a similar effect. While a combination of mechanical tillage and spraying would achieve optimum results with the added benefit of levelling the site and preparing it for re-instatement of plot boundaries and grass paths. There is a considerable amount of rubbish to be removed from abandoned plots and a tractor with fore-end loader and trailer will be required to remove the large amount of bark tipped on to the eastern half of plots 139 to 142. The Saintbridge Allotment Association is in the process of clearing abandoned plot numbers 126 to 128 as part of a hedgerow and perimeter development programme (see appendix two).

#### **5.4 Hedgerow and perimeter development**

As mentioned earlier the problem of weed ingress into the Saintbridge site is primarily due to a lack of perimeter management. The condition of fencing and problems associated with trespassers and vandalism is also a major concern for many tenants. To address these issues the Saintbridge Allotment Association proposes to develop trespasser proof hedgerows and, where appropriate, establish small starter plots along the perimeter to facilitate tenant based perimeter management. The smaller plots are more likely to attract working families with young children and, more importantly, they are a way to spread the workload of perimeter maintenance. They will also maximise the utilisation of a limited allotment resource to meet public demand. The hedgerow and perimeter development proposals together with proposed lettings management for starter plots are detailed in Appendix two of this report.

### **6. Implementation schedule**

A detailed outline of the implementation schedule for this rehabilitation is presented on the following page. The schedule is intended as a planning aide to facilitate discussion and identify agencies and individuals to carry out the various tasks and examine funding requirements. It should be noted that the timing of activities for bare fallowing and reseeding grass paths are seasonally dependant (any delay in implementation would mean the activity is postponed to the following year)

### **7. Future development**

In addition to the rehabilitation activities discussed earlier the following developments could be considered when the allotment plots at the Saintbridge site are fully utilised.

**Provision of an additional three water points;** while this will not increase the supply of water (as the flow rate is restricted due to the size of water pipe) it will provide more equitable access to water.

**Provision of toilet facilities;** this is a prerequisite to developing links with local schools to utilise the allotment as an educational resource.

**Improvements for vehicle access;** The increase in the number of plot holders will justify upgrading the access track and the provision of two small areas of hard standing parking space for around six to seven vehicles in each location.

## Outline schedule for the Rehabilitation of Saintbridge Allotments

Activity	By whom	Funding requirement	2009	2010	2011	2012
<b>Plot identification</b> Data collection to correlate plot numbers of existing tenancies with plot numbers in the 1979 site plan	Allotment Association	N/A	####			
Correction of misallocated plot numbers in existing tenancies	Enterprise	N/A	##			
Erect plot number identification posts on all plots	?	?			##	
<b>Recently vacated plots</b> Let out to new tenants using plot numbers as detailed in the 1979 site plan	Enterprise	N/A	##			
<b>Abandoned overgrown plots</b> Gain access by cutting back vegetation with tractor (side-arm mounted) flailed topper/verge cutter	Enterprise	Est. 2 days hire	#			
Remove debris such as old carpet, pallets, dust bins, unsafe sheds etc & remove excess bark stored on plots 139 to 142 (tractor, trailer, skip hire & labour required)	Allotment association	?	###			
Bare fallow abandoned plots for two years carrying out weed control operations using a combination of repeated tractor cultivations with plough & rotary cultivator and spraying with glyphosate "round-up" (Est. 6-7 days tractor hire required) Key: P= plough, R = rotary cultivator, S= Spray	Allotment association	6-7 days tractor hire on a self drive basis Glyphosate herbicide	S #	P R R R S #####	R R S #####	
Survey, mark out plots & reinstate grass paths with grass seed	Allotment association	Grass seed & slug pellets			##	
Let rehabilitated plots to new tenants	Enterprise	N/A				###
<b>Hedgerow &amp; starter plot development</b> (see proposal for full details) Phase one	Allotment association		#####	#####	#####	#####

## **Appendix One**

### **Saintbridge allotment site plan 2009**



# Saintbridge allotment site plan 2009

## Notes

**Sources of information:** Uncontrolled photo mosaic from Google maps dated April 2007 and the Gloucester City Council site plan (drawing number 5629/08) dated August 1979.

**Plot numbering convention:** Full size plots are shown with number only (no suffix) and half plots appear with number and suffix A or B.

**Anomalies in the site plan:** The 1979 site plan does not show plot numbers 44 through to 49 which, it is believed, were lost due to housing development on the south western side of the site. The two anomalous allotment plots (44?) & (20/45?) should be renumbered 44 and 45 respectively.

..... denotes approximate location of grass paths in plots with undefined boundaries



**Appendix Two**

**Hedgerow and Perimeter Development Programme**

**(Phase one)**

# **Saintbridge Allotment Association**

## **Hedgerow and Perimeter Development Programme**

### **Outline proposal**

**(Phase one)**

**April 2009**

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#### **5.1 Tenancy policy**

#### **5.2 Lettings management**

### **6 Hazel coppice**

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### **Attachment One: Draft Starter Plot Tenancy Agreement**

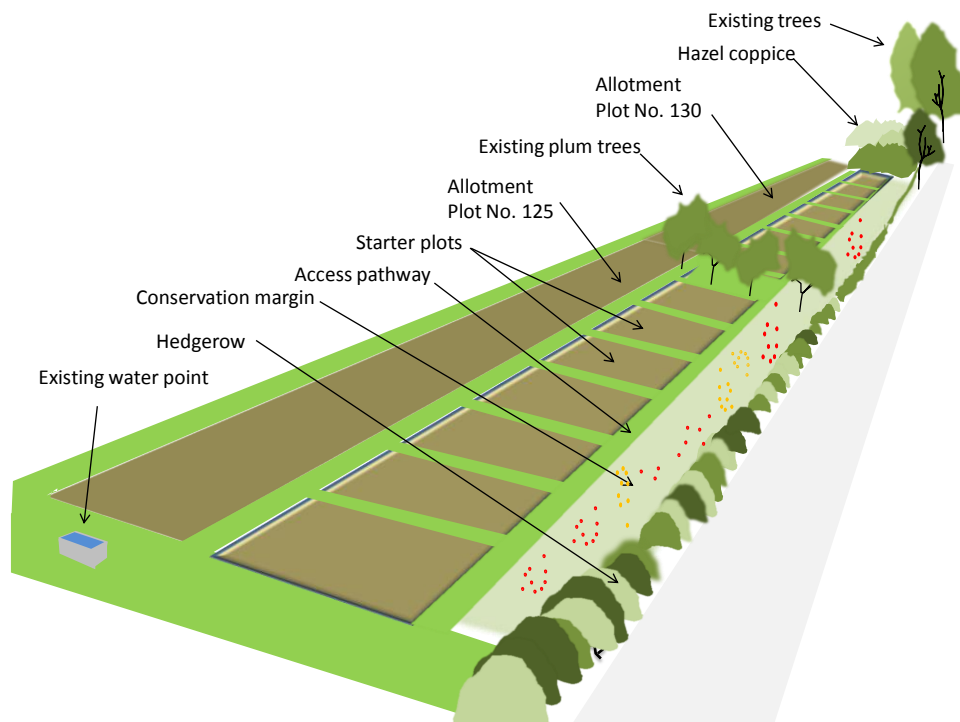
### **Attachment Two: Draft correspondence, invitation to take on a starter plot tenancy**

### **Attachment Three: Draft correspondence, termination of a starter plot tenancy**

## 1. Introduction

This proposal outlines the rehabilitation plan for the south eastern perimeter area of the Saintbridge allotment site. This land is overgrown with brambles and is shown as scrubland in the Gloucester City Council allotment survey, dated April 2008. The area to be rehabilitated encompasses allotment plots, 126, 127, 128 and 129 (as detailed in the Gloucester City Council site plan dated August 1979). The main components of this rehabilitation are illustrated in Figure one (below) and the major rehabilitation works proposed are as follows:

- 1, clearing the site of brambles and rubbish;
- 2, bare fallowing the land for two years to eradicate perennial weeds;
- 3, erecting a new paling fence;
- 4, planting a perimeter hedge of mixed native species;
- 5, developing a conservation margin of wild flowers and grasses and;
- 6, establishing 17 starter plots of 25sq yards each and planting a small hazel coppice.



**Figure one**, an illustration of proposed hedgerow and starter plot development

## 2. Current situation

Work on clearing the area began in August 2008 with the clearing of brambles from plots 126 and 127. These plots are now undergoing their first season of bare fallowing. (See plate one below)



**Plate one** plots 126 and 127 undergoing bare fallow weed control operations. Note the dilapidated condition of the perimeter fence.

The clearing of brambles from plots 128 and 129 is currently ongoing and scheduled to be completed in April 2009. (See plate two below)



**Plate two**, highlighting the overgrown condition of abandoned plots. Note the eastern end of these plots (the area not yet cleared) is subjected to shading from large trees and is therefore not well suited for allotment plots; the hazel coppice will be planted in this area.

### 3. Establishment of perimeter hedge and conservation margin

As can be seen in plate one the dilapidated condition of the fence exposes the Saintbridge site to trespassers and vandalism. To address this problem it is proposed to replace the existing fence with a new paling fence and plant around 130 linear meters of mixed, native species hedgerow with:

70% hawthorn *Crataegus monogyna*

10% hazel *Corylus avellana*

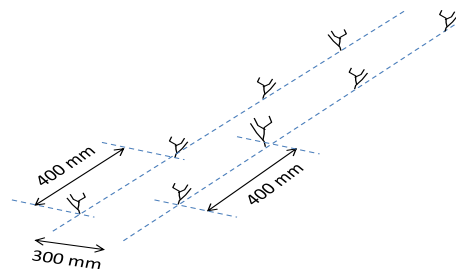
10% guelder rose *Viburnum opulus*

5% dogwood *Cornus sanguinea*

2.5% dog rose *Rosa canina*

2.5% holly *Ilex aquifolium*

The hedgerow will be complemented with a 1.5 meter wide conservation margin, planted with non aggressive grasses and wild flowers. The hedgerow site will be ploughed several times to create a slightly raised bank onto which bare root stock will be planted in the late autumn and winter; the root stock will be planted in a staggered double row configuration giving five plants per linear meter of hedgerow (See figure two below)



**Figure two**, planting arrangement for the perimeter hedgerow.

The area for the wild flower conservation margin should (ideally) be cropped for one year with cereals, maize or sunflowers to reduce the soil's fertility before planting wild flowers. During this preparation phase no fertiliser would be applied and all the crop biomass (stems and leaves) must be removed from the site.

Once established the hedgerow and conservation margin will provide a 2.5 meter wide perimeter that is trespasser proof and creates a matrix of habitats to enhance biodiversity.

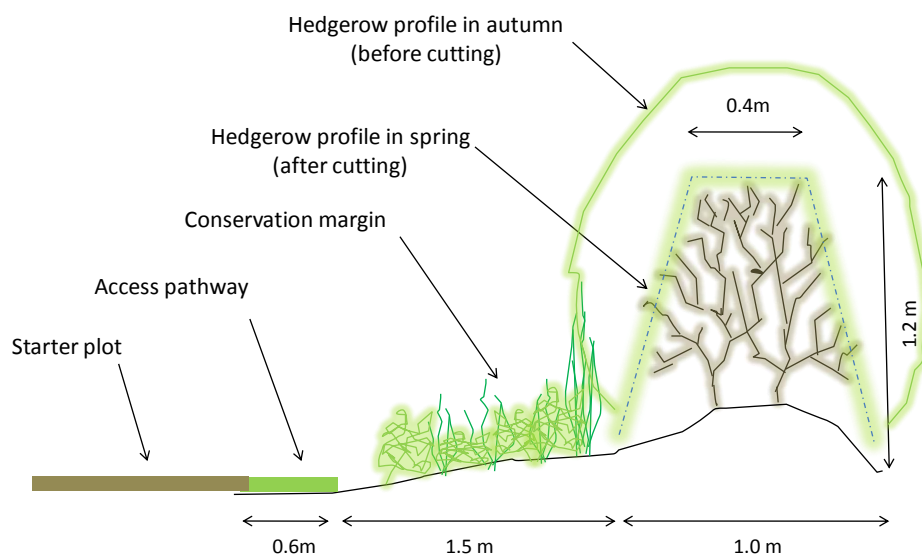
The hedgerow together with conservation margin and raised bank will provide overwintering habitat for crop pest predators (beneficial insects) such as, hover flies, spiders, lady birds and beetles.

The wild flowers and hedgerow will produce nectar and pollen for insects throughout the growing season.

The hedgerow will also produce food, shelter and nest sites for birds, hedgehogs and other animals.

#### 4. Hedgerow maintenance schedule

Bearing in mind that hedgerows are a man made environment it follows that certain maintenance operations are required for the long term health of the hedgerow habitat. Figure three (below) provides a cross section view of the hedgerow and conservation margin. The major maintenance operations required are described in the following section.



**Figure three**, a cross section view of the hedgerow and conservation margin

##### 4.1 Starter plot

It is a condition of the tenancy of a starter plot that the tenant does not extend the size of the plot or deposit anything or matter whatsoever on the access pathway, conservation margin and perimeter hedge. Furthermore, the tenant agrees to be responsible for the maintenance of his/her section of the access pathway, conservation margin and perimeter hedge as outlined in points 4.2 to 4.4 below.

## **4.2 Access pathway**

The access pathway is to be mowed regularly to define the plot boundaries and prevent encroachment of weeds onto the allotment plot.

## **4.3 Conservation margin**

The conservation margin is to be cut once every two years in August after the wild flowers have seeded. In any one year half the area is cut to prevent the establishment of scrubland and half the area is left uncut to provide overwintering habitat for beneficial insects. This alternate cutting regime will be achieved by; cutting the area of conservation margin bordering even numbered starter plots in even years and; cutting the area of conservation margin to odd numbered plots in odd years.

## **4.4 Perimeter hedgerow**

The hedgerow is to be cut once every two years between the months of January and February. Cutting before January would deny wildlife the opportunity to feed on fruits and berries in the hedgerow. While cutting after February would disturb nesting birds. In any one year half the hedge will be cut to maintain the hedge profile and the other half is left uncut to produce flowers and berries for wildlife. This alternate cutting regime will be achieved by cutting the inside of the hedge one year and cutting the outside in the following year. The hedge trimming should maintain the hedge profile, approximately, 1 meter wide at the base, 1.2 meters high and 0.4 meters wide at the top. It is important to keep the base wider than the top to help prevent die back of the lower branches. Guidance and hire of appropriate hand tools for the hedge cutting operation can be provided through the Saintbridge Allotment Association.

# **5. Development of starter plots**

The allotment land bordering the conservation margin will be divided into 17 starter plots of 25 sq yards each. The cultivated plots will be 5 yards long and 13 feet wide with a two foot wide grassed pathway between plots. The purpose of the starter plots are to provide new tenants with the opportunity to cultivate a small plot and gain experience before taking on a standard allotment plot. Having cultivated a starter plot new tenants are better able to determine the size of allotment plot they could cultivate competently. Furthermore the starter plots can be seen as a way of selecting out prospective tenants for whom an allotment plot is merely an aspiration (i.e. tenants who give up in the first year).

## **5.1 Tenancy policy**

Vacant starter plots will only be offered to prospective tenants in strict order to those on the Gloucester City Council allotment waiting list and no individual will be able to rent more than one starter plot. The senior citizen discount for allotment rent shall not apply to starter plots. There is no maximum time limit to the tenancy of a starter plot as some tenants may find a starter plot meets their needs. Nevertheless, in addition to the terms and conditions of a standard allotment plot a starter plot tenancy would have the following conditions and exclusions.

1. The taking up of a starter plot tenancy will not alter in any way the tenant's position on the Gloucester City Council waiting list for a standard allotment plot.
2. Upon taking up the tenancy of a standard allotment plot the tenancy of the starter plot will be terminated and the tenant will vacate the plot in order that it can be let to a new tenant.
3. Garden sheds and greenhouses are not permitted under any circumstances as they would cast shade onto neighbouring plots; all other structures such as compost bins, cloches etc should not exceed one meter in height.
4. The tenant shall not plant fruit trees or bushes, strawberry plants, asparagus, rhubarb or other crops that remain productive for more than two years; except where such plants are grown in appropriate containers to prevent their establishment on the starter plot.
5. The tenant agrees to carryout maintenance of the access pathway, conservation margin and hedgerow as outlined in the maintenance schedule described in section 4.
6. The tenant agrees that his/her name shall be removed from the Gloucester City Council allotment waiting list should the tenancy of the starter plot be terminated for any reason, other than, terminated on account of the land being required by Gloucester City Council under clause 4.b of the tenancy agreement.
7. The tenant agrees that his/her name shall be removed from the Gloucester City Council allotment waiting list should the tenant decline the offer of a standard allotment plot and continue to rent the starter plot.

A draft starter plot tenancy agreement is presented in attachment one at the end of this proposal.

## **5.2 Lettings management**

To reduce the administrative workload associated with letting small plots it is proposed that the Saintbridge Allotment Association shall rent the land for starter plots from Gloucester City Council for the sole purpose of providing starter plots. To cover administrative costs (correspondence) and provide contingency against less than 100% occupancy; it is proposed that the Saintbridge Allotment Association shall rent the land for starter plots with a 50% discount off the yearly allotment rent per unit area as set by the Gloucester City Council. The Saintbridge Allotment Association will let the starter plots to tenants with a yearly rent set at the same rate per unit area as set by the Gloucester City Council for a standard allotment plot. The proposed lettings procedure is outlined below:

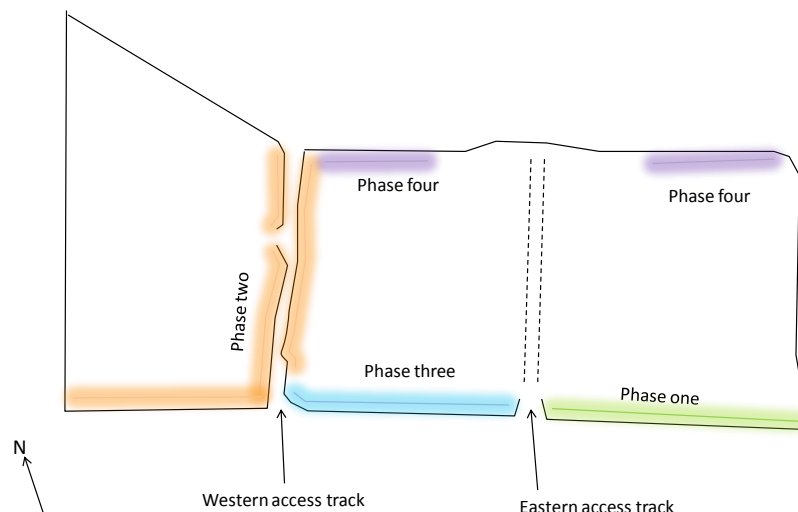
1. Vacant starter plots will be let to new tenants in March/April of each year after Enterprise plc have completed the lettings cycle for standard allotment plots.
2. In February of each year the Saintbridge Allotment Association will inform Enterprise of the number of vacant starter plots available.
3. Enterprise will then provide the contact details of the appropriate number of prospective tenants at the top of the allotment waiting list.
4. The Saintbridge Allotment Association will send a letter to each prospective tenant inviting them to contact the association if they are interested in taking up a starter plot tenancy (see attachment two).
5. The Saintbridge Allotment Association will then arrange a site meeting with prospective tenants and finalise the tenancy agreements.
6. Where necessary steps 2 to 5 above will be repeated until all vacant starter plots are let.
7. The Saintbridge Allotment Association shall keep an up to date record of starter plot tenants and inform enterprise when a tenancy is terminated in order that appropriate adjustments can be made to the Gloucester City Council allotment waiting list. (see attachment three)

## 6. Hazel coppice

As discussed earlier the eastern end of plots 128 and 129 are not well suited to allotment gardening due to shading from large trees. To make productive use of this land it is proposed to establish a hazel coppice that will provide habitat for wildlife as well as producing hazel products such as bean poles and pea sticks. The hazel is to be planted with a distance of 2.5 meters between plants giving a plant density of approximately 1,500 trees per hectare. Planting will be carried out over a period of eight years with one eighth of the area planted each year. This will allow the trees to be coppiced with an eight year rotation.

## 7. Future hedgerow and perimeter development

Other areas identified for hedgerow development have been prioritised and are presented in figure four (below).



**Figure four**, an outline sketch prioritising areas for future hedgerow development

**Phase two** consists of hedge laying, gap filling, erecting a new paling fence and planting a perimeter hedgerow on either side of the western access track.

**Phase three** proposes erecting a new paling fence, planting a perimeter hedgerow, establishing a sensory garden and developing a hard standing parking space for around six vehicles.

**Phase four** proposes to develop a perimeter hedgerow with conservation margin and establish a further 17 to 18 starter plots utilising abandoned allotment plots 55, 56, 147 and 148.

The implementation schedule for hedgerow and starter plot development in phase one (as outlined in this proposal) is presented in the following section.

## Implementation schedule for hedgerow and starter plot development (phase one)

Activity	By whom	Funding requirement	2009	2010	2011	2012
Site clearance and bare fallow weed control	Allotment association	N/A	#####	#####		
Replacement of existing paling fence 130 meters	Allotment association			####		
Landscape ploughing to create raised bank	Allotment association	N/A		#		
Establish grass pathways to starter plots	Allotment association			#		
Plant bare root stock hedgerow trees	Allotment association			##		
Let out starter plots to new tenants	Allotment association	N/A			##	
Hedgerow aftercare (weeding, replanting & shape pruning)	Allotment association	N/A			#####	#####
Fertility reduction of conservation margin	Allotment association	N/A			#####	
Planting wild flowers & grasses in conservation margin	Allotment association					##

**Attachment One**

**(Draft)**

**Starter Plot Tenancy Agreement**

DATED .....

**THE SAINTBRIDGE ALLOTMENT ASSOCIATION**

And

.....

**AGREEMENT**

Relating to Starter Plot No S .....

Saintbridge Allotments in the City of Gloucester

.....

Chairperson Saintbridge Allotment Association

.....

.....

THIS AGREEMENT is made the ..... day of ..... BETWEEN THE SAINTBRIDGE ALLOTMENT ASSOCIATION of ..... (hereinafter referred to as "the Association") of the one part and .....

(hereinafter referred to as "the Tenant") of the other part WHEREBY it is agreed as follows:

1. The Association let and the Tenant takes ALL THAT starter plot allotment garden (hereinafter referred to as "the plot") containing or thereabouts and being Starter Plot number S ..... (of 25 square yards inclusive of grass path) in the Saintbridge allotments in the City of Gloucester from the ..... day of ..... until the 31<sup>st</sup> day of March next then following and thereafter from the 1<sup>st</sup> day of April ..... upon a yearly tenancy at the yearly rent of £..... or such other yearly amount as shall be substituted therefore by the Gloucester City Council (hereinafter referred to as "the Council") payable in advance on the 1<sup>st</sup> day of April in each year.
2. The Tenant hereby agrees with the Association:
  - a)
    - i) to pay the said rent at the times and in the manner aforesaid
    - ii) to use the plot as an allotment garden only as defined in the Allotment Act 1908 to 1950
    - iii) to keep the plot clean and in good state of cultivation and fertility
    - iv) to carryout maintenance of the allotment perimeter as detailed in the hedgerow maintenance schedule (see attached).
    - v) to permit the Association and or the Council by their servants or agents to enter and inspect the plot at any time
    - vi) Not to use the plot for growing crops for sale
  - b)
    - i) that the making of this agreement shall not alter in any way the Tenant's position on the Council waiting list for a standard allotment plot
    - ii) that the Tenant's name shall be removed from the Council allotment waiting list should this agreement be determined for any reason other than determined on account of the land being required by the Council under clause 4.b of this agreement.
    - iii) that the Tenant's name shall be removed from the Council allotment waiting list should he/she decline the offer (from the Council) of a standard allotment plot and continue to rent the plot.
    - iv) that the Tenant's name and contact details shall be held by the Association and only given to Enterprise plc (or any future company or organisation) who act as agents for the Council in the administration and letting of allotments in the city
  - c) That he/she shall not:
    - i) underlet assign or part with the possession of the plot or any part thereof
    - ii) extend the boundary or increase the area of the plot in any way whatsoever
    - iii) cause or permit any nuisance or annoyance to owners or occupiers of neighbouring or adjacent land or the occupier of any other allotment garden or obstruct any path provided for the use of occupiers of the allotment gardens
    - iv) deposit or permit to be deposited on the plot any matter or thing whatsoever other than such quantities of manure as may reasonably be required for immediate use in cultivation
    - v) deposit or permit to be deposited on the allotment perimeter hedgerow or wild flower conservation margin or any path provided for the use of occupiers of the allotment gardens any matter or thing whatsoever (including the cultivation of any trailing plants such as marrows and pumpkins)

- vi) plant trees, fruit trees or bushes, strawberry plants, asparagus, rhubarb or other crops that remain productive for more than two years; except where such plants are grown in appropriate containers to prevent their establishment on the plot.
- vii) use barbed wire on the plot for any purpose
- viii) remove disturb or deface any marker pegs fixed by the Association or the Council
- ix) keep any livestock on the plot
- x) build or burn bonfires on allotment sites
- xi) provide construct or use any access way to the plot other than the access way provided by the Council
- xii) cut or prune any timber or other trees (with the exception of coppicing hazel and hedge cutting under clause 2 a) iv above) or take sell or carry away any minerals gravel sand or clay
- xiii) erect any building garden shed or greenhouse of any nature whatsoever (whether permanent or temporary) on the plot or erect other structures such as compost bins and cloches that exceed one meter in height

3. This tenancy shall determine on the rent day next after the death of the Tenant

4. This tenancy may also be determined:

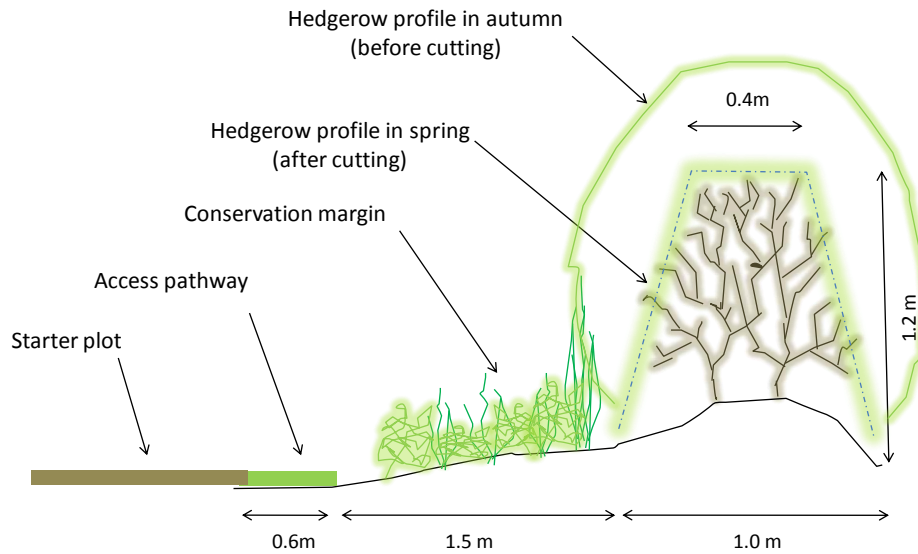
- a) by the Tenant giving one months' previous notice in writing to the Association expiring on or before the 31<sup>st</sup> day of January or on or after the 29<sup>th</sup> day of September in any year
- b) by re-entry by the Council at any time after three months previous notice in writing to the Tenant:
  - i) on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes
  - ii) in the case of land acquired by the Council before the 4th day of August 1922 under the Housing Acts 1890 – 1921 on account of the land being required by the Council for the purposes of those Acts
  - iii) in the case of land not included in the preceding sub-clause where the land is required by the Council for a purpose (not being the use of land for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision
- c) by re-entry at any time after one months' notice in writing to the Tenant
  - i) if the rent or any part thereof shall be in arrear for 40 days after becoming payable whether legally demanded or not
  - ii) if the Tenant shall fail to observe and perform any of the terms and conditions of this agreement
  - iii) if the Tenant shall become bankrupt or make any composition with creditors
- d) by the Tenant accepting the tenancy of a standard allotment plot from the Council

5. Any notice under this agreement except notice substituting a new rent shall be duly served upon the Tenant if signed by the chairperson for the time being of the Association and sent by prepaid registered post letter addressed to the Tenant at this last known place of abode or by fixing the same in some conspicuous manner on the plot and shall be duly served upon the Association if signed by the Tenant and sent by prepaid post letter addressed to the chairperson Saintbridge Allotment Association .....

.....

## (Attachment) Hedgerow maintenance schedule

A cross section view of the hedgerow and conservation margin



It is a condition of the tenancy of a starter plot that the tenant does not extend the size of the plot or deposit anything or matter whatsoever on the access pathway, conservation margin and perimeter hedge. Furthermore, the tenant agrees to be responsible for the maintenance of his/her (5 yard) section of the access pathway, conservation margin and perimeter hedge as outlined in points 1 to 3 below.

### 1. Access pathway

The access pathway is to be mowed regularly to define the plot boundaries and prevent encroachment of weeds onto the allotment plot.

### 2. Conservation margin

The conservation margin is to be cut once every two years in August after the wild flowers have seeded. In any one year half the area is cut to prevent the establishment of scrubland and half the area is left uncut to provide overwintering habitat for beneficial insects. This alternate cutting regime will be achieved by; cutting the area of conservation margin bordering even numbered starter plots in even years and; cutting the area of conservation margin to odd numbered plots in odd years.

### 3. Perimeter hedgerow

The hedgerow is to be cut once every two years between the months of January and February. Cutting before January would deny wildlife the opportunity to feed on fruits and berries in the hedgerow. While cutting after February would disturb nesting birds. In any one year half the hedge will be cut to maintain the hedge profile and the other half is left uncut to produce flowers and berries for wildlife. This alternate cutting regime will be achieved by cutting the inside of the hedge one year and cutting the outside in the following year. The hedge trimming should maintain the hedge profile, approximately, 1 meter wide at the base, 1.2 meters high and 0.4 meters wide at the top. It is important to keep the base wider than the top to help prevent die back of the lower branches. Guidance and hire of appropriate hand tools for the hedge cutting operation can be provided through the Saintbridge Allotment Association.

**AS WITNESS** the hands of the parties hereto the day and year first before written

**SINGED** by the said}

} .....

In the presence of}

**Witness**

Signature .....

Address .....

.....

.....

Occupation .....

**SIGNED BY** .....}

Chairperson Saintbridge Allotment Association} .....

In the presence of }

**Witness**

Signature .....

Address .....

.....

.....

Occupation .....

## Attachment Two

(Draft)

Your Ref:

Our Ref:

Address

Date

Dear

Re: Allotment Starter Plot

We have been informed by Enterprise plc that you are on the Gloucester City Council waiting list for a standard allotment plot. We are writing to you to offer you the tenancy of a vacant allotment starter plot of 25 square yards (plot number S...) at the Saintbridge Allotment site. This will allow you to cultivate a small plot and gain experience before taking on a standard allotment plot. If you decide to take on the tenancy of this starter plot it will not alter in any way your position on the Gloucester City Council waiting list for a standard allotment plot. When you eventually take on the tenancy of a standard allotment plot with Gloucester City Council, the tenancy of this starter plot with the Saintbridge Allotment Association will be terminated and you will be required to vacate the starter plot in order that we can let it to a new tenant.

If you are interested in taking on this starter plot we kindly request that you contact .....  
..... as soon as possible in order that we can arrange a site meeting and finalise the tenancy agreement. We are sure you appreciate that there is a long waiting list of prospective tenants. If we have not heard from you within 10 days from the date of this letter we will assume you are not interested in this starter plot.

Yours sincerely

.....

Chairperson Saintbridge Allotment Association

Data protection policy

Your contact details were obtained from Enterprise plc for the sole purpose of sending you this letter. Your details will not be kept by the Saintbridge Allotment Association for more than 21 days nor will they be passed on to other organisations or individuals.

**Attachment Three (Draft) 1 of 2**

Your Ref:

Our Ref:

Address

Date

Dear

**Re: Allotment Starter Plot Number S ..... at the Saintbridge Allotment Site**

We have undertaken a site inspection on .../.../... at which time it was noticed that your plot was not being satisfactorily maintained. In particular, with respect to:

We hereby give you 14 days notice to demonstrate a rectification of this situation. It maybe that you are experiencing temporary difficulties due to an illness or other set back, if this is the case please do not hesitate to contact ..... in order that we may try to find a resolution to this situation.

Yours sincerely

.....

Chairperson Saintbridge Allotment Association

**Attachment Three (Draft) 2 of 2**

Your Ref:

Our Ref:

Address

Date

Dear

**Re: Allotment Starter Plot Number S ..... at the Saintbridge Allotment Site**

With reference to our letter Ref:.... dated ..... where it was found that during the site inspection of ../../.. the above starter plot was not being satisfactorily maintained and you were given 14 days notice to demonstrate a rectification of this situation.

We have undertaken a further inspection on ../../... at which time it was noticed that your plot remains in the same condition. This is in breach of the terms and conditions of your tenancy agreement set out below:

2. The tenant here by agreed with the Association:

- a) i) to keep the plot clean and in good state of cultivation and fertility
- ii) to carryout maintenance of the allotment perimeter as detailed in the hedgerow maintenance schedule
- b) ii) that the Tenant's name shall be removed from the Council allotment waiting list should this agreement be determined for any reason, other than, determined on account of the land being required by the Council under clause 4.b of this agreement.

4. This tenancy may also be determined:

- c) by re-entry at any time after one months' notice in writing to the Tenant
- ii) if the Tenant shall fail to observe and perform any of the terms and conditions of this agreement

We therefore serve you with one months' notice which means that if by ../../.... no action has been undertaken to rectify the situation on your plot, your tenancy agreement will be terminated and the plot will be let to another person on the waiting list. Should your tenancy agreement be terminated we will inform Enterprise plc who will remove your name from the Gloucester City Council Allotment waiting list in accordance with clause 2. b) ii above. It may be that you have decided that you no longer wish to lease this starter plot. If this is the case we would be grateful if you could inform us in writing so that we may let your plot to another tenant. We can confirm that there will be no penalty against you if you do decide that this would be the best course of action for you.

Yours sincerely

.....

Chairperson Saintbridge Allotment Association

**List of materials required**

Glyphosate herbicide 5 litres

Petrol for rotary cultivator 40 litres

Paling fence and posts for 130 linear meters

Bare root stock hedgerow trees 700 whips

Holly 20 container grown plants

Grass & wild flower seed mix 0.25 kg

Grass seed for pathways 1 kg