

## Slough Borough Council

Information needed	Details
<b>Report To:</b>	Cabinet
<b>Date:</b>	17 November 2025
<b>Subject:</b>	Allotment Services – Fees and Management Review
<b>Lead Member:</b>	Cllr Gurcharan Manku - Cabinet Member for Environment and Environmental Services
<b>Chief Officer:</b>	Pat Hayes – Executive Director, Regeneration, Housing and Environment
<b>Contact Officer:</b>	Matthew Hooper – Director, Highways and Environment
<b>Ward(s):</b>	All
<b>Key Decision:</b>	YES
<b>Exempt:</b>	NO
<b>Decision Subject To Call In:</b>	YES
<b>Appendices:</b>	Appendix 1 – Allotment sites in the borough Appendix 2 - National data on allotment services (snapshot) Appendix 3 – Benchmarking on fees of other local authorities Appendix 4 – Amended tenancy agreement / terms and conditions. Appendix 5 – Equality Impact Assessment

### 1. Summary and Recommendations

- 1.1 The provision of allotments is a statutory Local Authority obligation and allotments provide a wide range of physical, mental, social, economic, and environmental benefits. They serve as valuable community assets, particularly in urban areas where private garden space is limited.
- 1.2 There has been no review of the way in which we provide allotments, or a review of the associated fees and charges, in many years. This has had an impact on our ability to provide the best service to allotment holders.
- 1.3 More recently, we have seen a significant rise in the number of people on the waiting list to get an allotment while some allotment holders either misuse or underuse their plots. We need greater ability to take back misused plots to enable more Slough residents to benefit from managing their own allotment.

1.4 This report seeks to introduce a new allotment tenancy agreement and new allotment fees from April 2026. Approval is also sought for a new allotment tenant engagement process to provide a mechanism for consultation and review of any changes in the future.

Cabinet is recommended to:

- a. Adopt a hybrid version of options 2 and 3, as detailed in section 2.2 of this report, which retains the management of the majority of sites by the Council.
- b. Pilot a self-management operating model in one allotment site in 2026/27, with the view to extending this in future years from lessons learnt. The specific allotment is subject to agreement and a subsequent report outlining all ongoing obligations, benefits and risks will be presented to a future cabinet meeting.
- c. Approve the proposed rent increases for 2026/27, with new tenants paying the new fees from November 2025, working towards a cost neutral model for the future delivery of allotment services, recovering all associated revenue costs by 2026/27. Full cost details are detailed in section 4.1 of this report.
- d. Approve the establishment of an Allotment Tenant Forum in 2026, which will be the consultation mechanism between allotment tenants and the council to discuss future changes and improvements to the service, through nominated site representatives.
- e. Approve the newly developed 'Tenancy Agreement' which modernises and simplifies the previous version of this document.
- f. Agree to the suspension of the allotment waiting list until it reaches 500 or fewer applicants, reviewing after 12 months resulting in no more Slough residents being able to register for an allotment for the foreseeable future, due to an average wait time of 3 to 5 years for the 1,484 residents currently on the list.

**Reason:**

The provision of allotments is a statutory service which is over subscribed. Revised management practices are required to help free up disused plots and reduce the current substantial waiting list. Allotment services in Slough are heavily subsidised by the council, and this needs to be addressed to ensure they become cost neutral from 2026/27.

**Commissioner Review**

*"The effective management of fees and charges will ensure that both the process and the fees themselves are transparent, fair, equitable and affordable. Charges should be set in accordance with the statutory framework applying to the services, including undertaking appropriate consultation with the outcome reported to decision maker and statutory notice periods where required.*

*Price sensitivities of individuals and groups should be understood so that charges can be set appropriately to deliver the level of services necessary to achieve agreed objectives. The costs of any discretionary subsidies and concessions provided for provision of*

*services must be clearly identified, quantified and considered in view of the financial position over the period of the Medium-Term Financial Strategy.*

*It is important to note when considering alternative management models that whilst most tasks could be transferred, the Council cannot escape all liability for the allotment sites. The Council will still owe a basic duty of care to the users of the site and will need to perform continued due diligence and checks pre and post implementation and be clear of the responsibilities that are likely to cause the most significant issues such as the replacement of any boundaries or the maintenance of trees. A further report will be required to Cabinet to confirm these details once agreed.*

*Commissioners are content for this report to be considered.”*

## **2. Report**

2.1 The council's Corporate Plan includes the following priorities:

- A borough for children and young people to thrive
- A town where residents can live healthier, safer and more independent lives
- A cleaner, healthier and more prosperous Slough

Owning an allotment is good for you and offers a range of benefits that link to the council's key priorities:

- **Countering loneliness** – plot holders are part of a community of likeminded people, many of whom are eager to share their experience and knowledge. Allotment holders also give up their time to volunteer on site committees.
- **Contact with nature** – allotments provide local wildlife with sustainable habitats. Just one square metre of land can support hundreds of species of insects, frogs, spiders, hedgehogs, slow worms and many other kinds of wildlife. Allotment holders tend to exhibit more environmentally aware behaviour and inspire this in others and their children.
- **Mental wellbeing and sense of achievement** – growing vegetables and flowers requires new knowledge and skills and the satisfaction of eating produce grown on an allotment is stated by many allotment holders as their greatest achievement. Research has found that spending half an hour on an allotment leads to twice the drop in the stress hormone cortisol as does reading a book (22 per cent drop compared to 11 per cent).
- **Health and exercise** – the health benefits of exercising in green spaces are greater than exercising in the gym. By doing just 30 minutes of gardening on an allotment, you can burn around 150 calories, which is just as good as a low-intensity workout. Moderate activity like gardening can help prevent heart disease, obesity, brittle bones, arthritis, mild depression and non-insulin dependent diabetes. Those who work allotments are healthier because of the exercise and much needed 'fresh-air'.
- **Fresh produce** - an obvious benefit of growing your own fruit and vegetables is that you eat more healthily. If managed properly, an allotment can produce enough food to supplement a family's weekly shop, with fresh fruit and vegetables over the year.

Allotment gardeners can choose to garden organically and avoid ingesting chemicals that are likely to be present on shop bought fruit and vegetables.

## 2.2 Options considered:

OPTION	DESCRIPTION	
A	<b>Continue as normal</b> It is not financially feasible to continue operating as normal. The council is currently subsidising the service by up to £60K per annum regarding operational costs. This figure does not include one off improvement works and major repairs requiring capital funding. Water charges have also risen significantly, and this needs to be passed on to our allotment tenants	<b>Not recommended</b>
B	<b>Retain full ownership of sites and management, but reduce spend and increase income by:</b> I. and 01 December 2025 for new tenants. Tenants will receive four months notice. II. Remove all current concessions and replace with a 25% concession for people in receipt of pension credit. III. Applying a water charge to all allotment tenants from April 2026 for existing tenants and 01 December 2025 for new tenants and limit water supply available from April to Introducing an increase in fees from 01 April 2026 for existing tenants IV. September to ensure a reduction in water costs. (Water cut off from October through to beginning of April each year. This is to minimise leaks or bursts caused by frost and during the winter season there is no requirement for water.) V. Limit allotment plot hire to a maximum of one plot and phase out the existing 10 pole tenancy agreements as they come up for renewal VI. Look to increase allotment plots available for hire and let vacant plots more efficiently and quickly. Introduce a £20 administration fee when new tenants take up an allotment from 01 November 2025 for new tenants VII. Increase key deposits to £50, and charge £20 for a replacement key if lost. VIII. “Notice to quit” sent to tenants who fail to pay fees within 6 weeks of receiving invoices and who fail to maintain their plots to acceptable standards. IX. Amend tenancy agreements and terms and conditions to cover all related changes being proposed. See appendix 4	<b>Recommended</b>

**C Move to a phased self-management operating model for allotment sites in the borough, transferring all associated costs to a third-party organisation, where viable.**

At present the allotment sites do not bring in enough income to be self-supporting. The responsibility for not for profit / community associations to manage sites is significant and would rely on volunteers to essentially manage the site, tenants and ancillary facilities. Some of the smaller sites have potential for this approach and have well established site representatives to take this forward. We intend to introduce a pilot scheme at one of our allotments, allow it to run for a set period, then assess its success or otherwise to evaluate the potential for continuing the process at other sites. This would then need to be signed off as a significant decision by a cabinet member.

**Recommended**

### **3. Background**

3.1 Slough owns and manages **12** allotment sites across the borough, covering **19.75 hectares** and offering a total of **987 plots**. One site, Cowper Road, is already self-managed (46 plots). The sites vary in size and the resources and utilities provided and are all situated on council owned land (refer to appendix A).

- Category A allotment sites
- Category B allotment sites
- Category C allotment sites (discontinued in 2025/26)

3.2 Wexham Parish Council own and operate a 3.36-acre site in Wexham, at the junction of Church Lane and Uxbridge Road.

3.3 At the beginning of this year, 2025, Slough had 150 vacant plots and 1,410 applicants on the waiting list, with an average wait of 3 to 5 years. The high number of vacant plots was partially due to having no allotment officer in post since June 2024. This post was successfully recruited to, and this has had a significant impact on the number of vacant plots being let (presently at 90 vacant plots), but the waiting list still remains high at 1,484.

3.4 The revenue budget set for the provision of allotment services in Slough in 2025/26 is £58,580, broken down by an estimated spend of £98,550, against an income target set at -£39,970 which includes costs for:

- Maintenance, equipment and site repairs
- Waste disposal
- Fly tipping disposal
- Electricity bills
- Water bills
- Security
- ICT licensing costs
- Plot clearance
- Dedicated staffing and administration

Additional costs for support for management and other departmental services is not included in this figure.

3.5 The council currently subsidises the allotment service by contributing up to £60,000 towards running costs, annually. This is no longer sustainable when taking into consideration the financial climate, large increases in the costs of water charges and repair and maintenance services.

### 3.6 **Administration and monitoring of allotments**

Ensuring our allotment sites are well maintained and safe is a key priority for the service and that tenants are correctly using and looking after their allotment plot(s), especially as demand is so high. The council employs a full-time allotment officer to oversee the operations of the service and liaise with the 900+ tenants.

3.6.1 Since 2018 the council has also carried out £535,250 of capital improvement works at the majority of the allotment sites. These improvements included updating buildings, infrastructure works including water supplies, parking, plot numbering, surfacing and paths, fencing and security. These works were funded through a capital grant for repairs to corporate buildings and infrastructure. No costs were recovered for this. There are no current or planned capital projects for allotments.

3.6.2 We propose to introduce a £20 administration fee when a tenant first takes up their plot, which is common practice in other local authorities. This will be for new plot holders only. At present, the time taken to carry out all letting including site visits, signing up a tenant, setting up an account and adding records to the database is considerable. This cost helps cover this administration process. We also propose to increase the charge for key deposits from £30 to £50, which is refundable if tenancies are terminated. This proposed increase will encourage tenants to return keys when they no longer require their allotment as a high number fail to do this. This charge will be for new plot holders only. The fee is based on the cost of the key and officer time. This is a deposit so when the tenant terminates their tenancy, the full amount is returned.

### 3.7 **Fees and Charges**

3.7.1 There has been no significant increase in allotment fees, above the rate of inflation, for many years. A recent benchmarking exercise (see appendix 3) shows that the current fees are below or in line with fees both nationally and regionally.

3.7.2 Allotment fees are based on the size of the plot: pole size in Slough, with most plots being around 5 poles in size. Fees are currently also based on the facilities available to the plot holder:

- Category A – Allotments with water tanks, toilets, dividing footpaths and roadways.
- Category B – Allotment with water tanks, toilets and roadways.
- Category C - In 2025/26 category C plots were discontinued but were originally for plots with very limited resources.

3.7.3 It is proposed to stop the letting of allotments based on a fee charge against the pole size of the plot and by the existing categories. Allotments at all sites will be let according to three new categories of plot size; extra-large, large and small (see section 4.1) and water charges will recognise the difference in plot size, as it is assumed that the larger plots will use more water.

3.7.4 The total value of fee invoices sent in 2024/25 was £33,500, £6,470 below the income target.

This is partly due to void levels where plots are vacant and not yet re let. Varying numbers of plots under concession make forecasting potential income difficult. The council has traditionally sent invoices to all allotment holders in December each year, giving a 6-week period for full payment.

### **3.8 Concessions**

3.8.1 The council currently offers concessions on allotment fees to people aged over 60 and to the unemployed with some residents only paying £16 per annum for the rental of a 5-pole plot as opposed to £38.50 average cost at the full amount, which is equivalent to 30p per week. We currently have 364 tenants registered for concessionary rates; 43% of total tenants, which the council subsidise to an estimated amount of £9,000 per annum. 44% of tenants at Cherry Orchard, our largest site, are currently receiving concessions.

3.8.2 Unfortunately, we believe that some allotment tenants are abusing the concession scheme currently available to Slough residents. We have limited resource to check on tenants' ongoing employment status and whether the registered plot holder is cultivating the plot or they have named a relative who is over the age of 60.

3.8.3 Under the proposed concessionary arrangement, we will offer a 25% discount to anyone in receipt of pension credit. Just under 2% of Slough's population is currently on pension credit which, when mapped against allotment tenants, calculates to fewer than 20 plot holders. If each tenant were to have an extra large plot this would equate to an annual fee of £75 (instead of £100) and a total loss of revenue of around £500 per year.

### **3.9 Slough Allotment Tenant Forum (SATF)**

3.9.1 It is recommended that the council sets up a new engagement mechanism with plot holders, recruiting and improving relationships with site representatives for all allotment sites, with written agreements of responsibilities in place to enable and develop the self-management model. SATF will be the consultation mechanism for any future proposals that will impact our allotment tenants. Each allotment site will be asked to nominate a site representative for this purpose.

### **3.10 Self-management operating models**

3.10.1 The self-management model for allotment sites aims to empower allotment tenants to take over the general management of sites and handle issues themselves. Site representatives will become the general port of call for general tenant queries and will liaise with the council to fill empty plots from the generic waiting list. The council will continue to take responsibility for major infrastructure maintenance and offer advice on governance and non-compliant tenants.

3.10.2 Self-managed sites have more opportunity to attract grant funding for projects and initiatives e.g. National Lottery and the Royal Horticultural Society.

3.10.3 It is not recommended that the council impose self-management on all sites but will offer advice and encouragement to smaller sites that have expressed an interest in the potential for taking over the management of sites.

#### 4. Implications of the Recommendation

##### 4.1 *Financial implications*

4.1.1 Currently the council subsidises the allotment service by up to £60K per annum.

Allotments	Budget 2025/26
Repairs and Maintenance	£ 39,600
Water Charges	£ 20,000
Waste disposal	£ 1,000
Computer Software	£ 1,350
Postage	£ 100
Staffing	£ 36,500
Printing	£ -
Allotment Rents	-£ 39,970
<b>TOTAL</b>	£ 58,580

4.1.2 The proposed fee increases, ceasing the current concessionary rates, introduction of water charges and administration costs will increase income to circa £85.6K (based on 80% occupancy) in 2026/27 from the current figure of just £31,558. This will leave an estimated shortfall of £12,950. As these increased charges are implemented, allotments will be brought closer to full cost recovery and will also have capacity to carry out more improvements, repairs and maintenance at the sites. Allotment rents are based on cost per pole (equivalent to 25.29m<sup>2</sup>), most being either 5 or 10 poles in size. We are looking to simplify this by going to:

Extra-large – 9 poles and over

Large – 5 to 9 poles in size

Small – under 5 poles in size

Raised beds – for disabled tenants – These are very small plots with 5 available per 5 pole plot.

**Table 1 - Current Fees**Pole is equivalent to 25.29m<sup>2</sup>

Standard Charges	Present Fees (2025/26) and figure for an average 5 pole plot	Equivalent Weekly Cost
Allotment A – per pole	£8.20 (£41.00)	£0.78
Allotment B – per pole	£7.70 (£38.50)	£0.74
Allotment C – per pole	£6.83 (34.15)	£0.65
Lockers	£15.72	£0.30
Raised beds (disabled and over 75 only)	£13.39	£0.25
Key deposit (refundable)	£30	
Water	£0	
Concessions (Over 60s and unemployed)		
Allotment A – per pole	£4.16 (£20.80)	£0.40
Allotment B – per pole	£3.74 (18.70)	£0.35
Allotment C – per pole	£3.30 (16.50)	£0.31

**Table 2 - proposed fee increases from 01 April 2026 or for any new tenant signing up from November 2025**

Standard Charges	Proposed Fees for 2026/27	Weekly Costs	example% increase
Extra-large plot (9 poles and over)	£100	£1.73	35.5% based on 9 poles
Large plot (5 to 8 poles)	£65	£1.25	58.5% based on 5 poles
Small plot (under 5 poles in size)	£45	£0.80	174.4% based on 2 poles
Raised Bed	£15	£0.28	12.02%
Water Charges			
i. Extra Large Plot	£45	£0.86	
ii. Large Plot	£35	£0.67	
iii. Small Plot	£20	£0.38	
iv. Raised Beds	£10	£0.19	
Lockers	£18	£0.35	
Key deposit (refundable) and replacement key	£50 and £20 for a replacement key		66.67%
Admin Fee	£20		

4.1.2 In 2024/25 over 10% of invoices remained unpaid after the 6-week deadline for payment and reminder letters had to be sent, followed by notice to quit letters to those tenants who still had not paid. This is a time consuming and expensive process for small amounts of income. We will continue to chase debt and bring in income due, removing non paying tenants and re letting plots where possible but with a limited staff resource, this can be a slow process as it can involve multiple phone call, letters and e mails.

4.1.3 Currently the council offers concessions to people over the age of 60 and to the unemployed. In 2024/25 the council gave nearly £9,000 in concessions to 367 (43%) of total plot holders. Further work is required to investigate reducing concessions to those in greatest need, but it is recommended that all existing concessions are stopped and that only older people in receipt of pension credit receive 25% concession on their plot fees, going forward.

4.1.4 The proposed rent increases will potentially generate additional income of £0.067m compared to current rent income budget of £0.040m based on full occupancy. A total annual estimated rent income of £0.107m will fully offset current costs of £0.99m.

#### 4.1.5 invoicing procedure: timeline

Tenants to be invoiced in December 2025 for period January to March 2026 at current rates plus inflationary increase, then invoiced in March 2026 for 12 months at the increased rates and bringing invoices in line with the financial year.

#### 4.2 *Legal implications*

- i. Local authorities have a legal obligation to provide allotments to meet perceived demand under Section 23 of the Small Holdings and Allotments Act 1908.
- ii. Section 10 of the Allotment Acts 1950 empowers the Council to recharge such rent as a tenant may reasonably be expected to pay for the land if let for such use on the terms (other than rent) on which it is in fact let.
- iii. By applying a 'reasonable rent review', the Council would be deemed intra vires the requirements of Section 10 (above).
- iv. Local authorities are required to give tenants notice of rent increases. Whilst 12 months' notice is seen as good practice, and dependent upon whether the Council's standard form tenancy agreement includes a fair rent revision clause that provides for a shorter notice period, there is no mandatory requirement to give this much notice. A shorter notice period, such as six months would be appropriate for such rent reviews.
- v. Changing the annual rent to 01 April to 31 March each year will commence in 2026. Invoices for the period January 2026 to March 2026 for the interim rental fee owed to the Council will be sent in December 2025 and allotment tenants will have a 6-week period to pay the invoice sent to them.]
- vi. When dealing with allotments, the Council needs to adhere to the statutory framework and to have regard to any guidance.

#### 4.3 *Risk management implications*

- i. Increased charges may impact low-income households with individuals no longer able to afford the cost of the rental. Mitigation: An equalities impact assessment will be undertaken, and level of subsidy reviewed regularly. Tenants could be offered smaller plots at lower costs.
- ii. The increase in rent is above the rate of inflation and could be challenged. Mitigation: Ample notice and lead in time is given to allotment tenants of the proposal to increase fees
- iii. Tenants do not agree to fee increases. Mitigation: Community management could lower charges if a suitable management model is identified.
- iv. Cutting ties with current Slough Allotment Federation causes conflict. Mitigation: Undertake consultation with all allotment holders on the new proposal to set up the Slough Allotment Tenant Forum

#### 4.4 *Environmental implications*

- i. There are no environmental issues in relation to this report, however, the council will continue to promote biodiversity and sustainable practices to allotment holders, encouraging the cultivation of plots organically.

#### 4.5 *Equality implications*

- i. An Equality Impact Assessment was carried out regarding the proposed fee increases and the impact that they would have on specifically:
  - Older people
  - People with a disability
  - People on low incomes
- ii. Currently the council provides access to allotments for disabled tenants across 10 sites. The council has fully paved access at 4 sites and raised beds at 1 site.
- iii. To increase accessible provision, as disabled tenants take up tenancies, the service will look to support them in accessing community and disability specific grants to enhance the accessibility of their allotment plot where practicable. There will remain some sites at which wheelchair specific provision is not achievable, because of the onsite constraints presented by the main infrastructure. However, where practicable, as wheelchair applicants get to the top of the waiting list they will be guided into tenancies on sites with suitable infrastructure.
- iv. The proposed removal of concessions from the unemployed and people over the age of 60 will impact mainly our older residents and as a mitigation we are proposing the introduction of a 25% reduction for those older people in receipt of pension credit.
- v. Individuals who are still struggling with the increased fees will be offered smaller plots at a more affordable rate.
- vi. The service currently offers free plots to charities, community groups and schools. There are 15 plots currently being used by these groups. We hope to continue this subsidy. There are few plots, mainly at less popular sites so making them more attractive to other potential tenants seeing tidy plots being worked. There is a possible loss of less than £500 per annum.

#### 4.6 *Corporate Parenting Implications*

There are no Corporate Parenting implications in relation to this report.

#### 4.7 *Procurement implications*

There are no procurement implications in relation to this report.

#### 4.8 *Workforce implications*

- i. A full-time allotment officer post will continue to be required to support the existing administration role associated with the service and to implement the changes proposed in this report. They will be required to establish the recommended formation of the Allotment Tenants Forum, represented by elected site representatives. It is part of the officers role to administer allotments and future works required to enable self management, i.e selection, due diligence, legal agreements etc. There is assistance available from the parks team (2 officers) to help achieve this objective.

#### 4.9 *Property implications*

- i. Disposal of allotment land - The consent of the Secretary of State (in England) is required for the disposal by a local authority of allotment land for other purposes (section 8, Allotments Act 1925). Before giving consent, the Secretary of State or the Assembly must be satisfied that adequate provision is made for existing allotment holders displaced by the disposal or that such provision is unnecessary or not reasonably practicable.

### **5. Background Papers**

- State of the Market – Allotment Services 2024 – APSE

## Appendix 1

<u>SITES</u>	<u>PLOTS</u>	<u>CATEGORY OF SITE</u>
Cherry Orchard	254	A
College Road	59	A
Granville Avenue	126	A
Horsemoor Green	103	A
Keel Drive	89	A
Ragstone Road	66	A
The Myrke	148	A
Westpoint	57	A
Green Drive	16	B
Sampsons Green	6	B
Spencer Road	16	B

### Allotment category criteria

A - Water supply, toilets and roadways model sites

B - Water supply, toilets and roadways

No.	Site	Ward	Postcode	Size (SQM)	Number of plots	Average plot size	Facilities provided
1	Cherry Orchard	Wexham Court	SL2 5AX	46,250	254	5 poles	Toilets, Water Tanks, Trading Hut, Lockers
2	College Road	Cippenham Village	SL1 5DN	12,080	59	7.5 poles	Toilets, Water Tanks, Trading Hut
3	Cowper Road (Self managed)	Britwell	SL2 1TF	6,110	47	5 poles	
4	Granville Avenue	Manor Park and Stoke	SL1 3XZ	21,700	126	5 poles	Toilets, Water Tanks, Trading Hut, Lockers
5	Green Drive	Langley Marish	SL3 8SH	1,925	16	5 poles	Water Tanks
6	Horsemoor Green	Langley Foxborough	SL3 8UB	18,180	103	7.5 poles	Toilets, Water Tanks, Trading Hut, Lockers
7	Keel Drive	Cippenham Manor	SL1 2TY	18,300	89	5 poles	Toilets, Water Tanks, Lockers
8	Ragstone Road	Herschel Park	SL1 2PU	23,060	66	10 poles	Toilets, Water Tanks
9	Sampsons Green	Britwell	SL2 2EF	1,310	6	5 poles	Water Tanks
10	Spencer Road	Langley Marish	SL1 2PU	2,015	16	3.5 poles	Water Tanks
11	The Myrke	Out of Borough	SL3 9AD	32,220	148	10 poles	Toilets, Water Tanks, Lockers
12	Westpoint	Cippenham Green	SL1 5LD	13,370	57	6.5 poles	Toilets, Water Tanks
<b>TOTALS</b>				<b>(19.65HA)</b>	<b>987</b>	<b>6 poles</b>	

## Appendix 2

### **State of the Market - Allotment Services APSE (Association for Public Service Excellence) 2024 Survey**

Survey conducted with local authorities during May to July 2024

- 56% of local authorities have increased fees above the rate of inflation in the last 2 years, with a further 28% stating that they will have further increases above inflation in the next 2 years, beyond 2024.
- 36% of local authorities require services to be cost neutral by 2024/25.
- Over 37% of councils charge over £70 for an allotment plot
- Only 6% of local authorities report a surplus on their allotment services
- 70% of councils continue to offer pensioners and retirees concessions. Other concessions offered are means tested.
- 73% of councils have reduced the sizes of plots available to meet demand.
- 41% of councils allow a plot to be uncultivated for up to 3 months before action is taken.
- 29% of council have waiting list of over 1,000
- 67% of councils have a waiting time of over 18 months for an allotment
- 71% of councils provide mains water on site.
- 26% of councils provide toilet facilities at up to 60% of their sites.
- 55% of councils report that grounds maintenance at sites are carried out by the tenants and allotment associations.

**Appendix 3 - Benchmarking of fees and charges (based on 5 to 10 pole plots) from 2024 to present**

Local Authority	Average £ - 5 pole	Average £ - 10 pole	Charges for Water
<b>Other Berkshire authorities</b>			
• Slough existing	£41	£82	
• Slough new rate	£65	£100	
• Reading	£51		Charge for water
• Windsor and Maidenhead	£44.50	£89 up to £380	
• Bracknell	£65	£80.70	
• Wokingham	£60	£118	
• West Berkshire	£65		Charge for water
<b>London Boroughs</b>			
Hillingdon	£38		
Brent	£127	£254	
Merton	£165	£236	£97
Hounslow	£65	£130	
Haringey	£57.50	£115	£30
Greenwich	£105	£210	
Richmond Upon Thames	£118.50	£237	
Islington	£35		
Wandsworth	£140	£280	£54.20
<b>Other local authorities</b>			
Alton Town (Hampshire)	£30		
Bradford		£107	28.78
Sheffield		£143	£60.93
Luton	£49	78.40	
Runnymede	£105	£210	
Cheltenham		£105	
Plymouth	£93	£186	Charge for water
Canterbury	£51	£103	
Birmingham	£78 - £115	£141	
Liverpool City	£60		
Rushmoor	£65	£91	

## **Appendix 4 – Allotment Tenancy Agreement**

### **High level summary of proposed new allotment tenancy agreement.**

This has been modernised and updated to reflect changes and issues arising since the original agreement was drawn up.

There are sections to cover payment periods, acceptable behaviour, clarifying what is and is not acceptable to bring to site, waste disposal and animal welfare. These were not included in the current document.

# **Allotment Tenancy Agreement**

## **1. Parties to the agreement**

1.1 The Agreement is between:

Slough Borough Council (SBC)  
Observatory House  
25 Windsor Road  
Slough  
SL1 2EL

and

The Tenant of an Allotment Garden Plot under Slough Borough Council management.

## **2. Agreement**

WHEREBY IT IS AGREED as follows:

2.1 This Agreement is to let an Allotment Plot, whereby the Tenant agrees to take the tenancy under the terms of this agreement.

2.2 The details of the:

- Plotholders name
- Allotment site
- Plot number
- Approximate plot size

are contained within the annual fee invoice documentation, sent under separate cover.

2.3 The Tenancy Fee for the specific Allotment plot is on a yearly tenancy from 1<sup>st</sup> April, as per the invoice documentation.

2.4 The Council agrees to let, and the Tenant agrees to hire as Tenant from 1<sup>st</sup> of April to the following 31<sup>st</sup> of March, and thereafter year to year, as determined in accordance with the provisions of this agreement.

2.5 The allotment plot details are kept in the Allotment Register kept by the Council.

### **3. Tenancy Fees**

- 3.1 A yearly Fee (the “Tenancy Fee”) is payable in advance on the first day of April in each year, this may include additional fees including water and other fees that may arise from time to time.
- 3.2 A refundable deposit for a site key is chargeable to new tenants. Charges will be applied for replacement keys.
- 3.3 A proportionate Tenancy Fee may apply for part of the year, occupancy of the plot and charged as appropriate, (unless waived by the Council for any reason, such waiver to be the absolute discretion of the Council).
- 3.4 The Tenant will pay the Tenancy Fee in advance on the 1<sup>st</sup> of April in each year. The yearly Tenancy Fee, as detailed above, is subject to a reasonable annual increase to be determined by the Council and notified to the Tenant.
- 3.5 The Tenant must pay the requested allotment Tenancy Fee within 6 weeks of receiving the invoice. Non-payment by the end of the 6 week period, a final demand will be issued. The final demand will require payment within a further 30 days of notice. If not forthcoming, the Council will issue a Notice to Quit and Termination Letter together with a Notice to Remove requiring the Tenant to remove any personal items from the plot within 14 days.
- 3.6 Failure to make an appropriate payment, will eventually result in the termination of the Tenancy Agreement.
- 3.7 The Tenant shall observe and perform any other special conditions or rules, which the Council considers necessary to preserve the Site from deterioration and in respect of notice served on the Tenant.
- 3.8 It is hereby declared and agreed that any person not previously an allotment tenant of the Council and for the first time acquiring a tenancy of an allotment from the Council, may be requested to pay on the commencement of the tenancy created by this agreement, a reasonable fee which is to be such as set by the Council (or such other body possessing the authority to determine such fee) from time to time prescribes. On initial take up of the allotment plot, the council may charge an agreed fee for the administration of the set up and any other costs relevant to the lease.
- 3.9
- 3.10 The Council reserves the right to re-grade or reclassify any of its allotment sites, thereby varying the Tenancy Fee for the allotment gardens at that site but shall not do so without first giving 6 months' notice of its intention to affected tenants.
- 3.11 If a Tenant is struggling to pay their Tenancy Fee, please contact Slough Allotments prior to or within 30 days of receiving the invoice.

Email: [allotments@slough.gov.uk](mailto:allotments@slough.gov.uk)

Post:

Slough Allotments  
Slough Borough Council,  
Chalvey Household Waste and  
Recycling Centre  
White Hart Road  
Slough,

SL1 2SF

## **4. Restrictions related to an Allotment Plot**

- 4.1 The definition of an 'Allotment Garden' in reference to a Council allotment plot as determined in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly.
- 4.2 The Tenant shall not underlet assign or part with possession of the Plot or any part of it.
- 4.3 Where two or more individuals or community groups are tenants of an allotment plot, they shall be jointly and separately liable for their obligations under the terms and conditions of this agreement. The Council may act against, or release or compromise the liability of, any one or more of the persons or groups comprising the tenant without affecting the liability of the other such persons or groups.
- 4.4 The Tenant shall provide and display the plot number as allocated by the Council's Allotment Officer or Slough Allotments Team, in a prominent position on the Plot.
- 4.5 It is not permissible to remove any item from a vacant plot. Items include such as sheds, greenhouses, poly-tunnels, plants, or crops unless given permission in writing by Slough Allotments. The Council will not accept verbal or written permission from the previous plot holder.
- 4.6 It is not acceptable to use any abusive or threatening behaviour, whether on site or social media, be it physical or verbal. This includes any discriminatory comments based on race, sex, gender, sexual orientation, religion, or any other protected characteristics. Breaches of this clause could lead to termination of the agreement at the council's sole discretion.
- 4.7 SBC does not run any allotment related social media sites and has no access to or control over private groups run by plot holders.
- 4.8 The Tenant must not carry or use a firearm or the use of snares, for catching wildlife, at any time on an allotment site, regarded as a breach of tenancy with immediate termination of this agreement.

## **5. Cultivation and Care of the Allotment Plot**

- 5.1 The Tenant must not cause a nuisance to other plot holders or neighbouring properties - nuisance could include, but is not limited to, bad or racist language, getting drunk, playing loud music, lighting fires, or inappropriate posts on social media.
- 5.2 The Tenant shall use the Plot to produce vegetables and/or fruit crops for personal consumption, or growing of flowers, but not for any trade or business practice.
- 5.3 Cultivation and crops must account for a minimum of 60 per cent of the plot. This area includes open ground and raised beds used for crops, as well as sheds, greenhouses, poly-tunnels, managed compost heaps, fruit bushes and trees, and areas used for bee hives, chickens and ducks.

- 5.4 Up to 40 per cent of the plot area may be for leisure and other non-cropped uses. This area includes well maintained paths, lawns, ponds, and ornamental planting.
- 5.5 The Tenant shall always maintain the Plot in a good condition, free from weeds and in a proper state of cultivation. Failure to maintain the plot in an appropriate cultivated condition, may result in the termination of the tenancy.
- 5.6 The Tenant shall keep paths adjacent to the plot mown, clean and free from obstruction.
- 5.7 Plots not maintained to an acceptable standard will be issued a Notice to Improve. Tenants who fail to comply by bringing their plot up to the required standard, will then receive a Notice to Quit and Termination of Tenancy.
- 5.8 The Tenant must not plant, or allow to grow, any new hedges around the Plot, or use barbed or razor wire or the like for any purpose.
- 5.9 The Tenant must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop. The Tenants must not plant fruit trees and bushes within one metre of, nor hang over or encroach upon roads, paths, fences, or neighbouring allotment plots. The Tenant should prune fruit trees and bushes annually, so their height does not exceed three metres. Fruit trees should be of dwarf variety, in espalier or fan form.
- 5.10 Should a plot have an existing tree not complying with section 5.9 and deemed a nuisance or annoyance to adjacent plots or neighbouring residents, at an appropriate time, the Tenant should reduce the tree to the requirements of section 5.9. or remove the tree all together.
- 5.11 The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees except the proper annual pruning of fruit trees or bushes on the Plot.
- 5.12 The Tenant shall keep every hedge that forms a part of the Plot boundary cut and trimmed, keep all existing ditches properly cleansed and keep in good repair any other fence and any gate on the Plot.
- 5.13 The Tenant may use a membrane however, the Tenant should restrict this to no longer than 6 months if part of the cultivation enhancement (for example, under fruit bushes).
- 5.14 The Tenant shall not use, install, or bring on site, any items not directly used for the cultivation of the allotment plot.

Items not allowed include but not restricted to:

- Items that contain or may potentially contain asbestos.
- Tyres.
- Rubber or Foamed backed Carpets.
- Bathtubs.
- Excess quantities of Patio slabs.
- Excess quantities of Bricks.
- Excess timber.
- Concrete.
- Aggregates or stone.

- 5.15 Should a plot have existing material not complying with section 5.14, the Tenant should remove the items at an appropriate time or when the plot tenancy is terminated. Materials will be removed at the Tenants expense.
- 5.16 Tenants bringing prohibited items on to an allotment plot will receive a Notice to Remove. Failure to comply with the Notice to Remove will then be issued a Notice to Quit and Termination of tenancy.
- 5.17 The Tenant shall not take or sell or carry away any mineral, gravel, sand, or clay or permit any other person to do so.
- 5.18 The Tenant shall not dig or permit any pits, shafts, wells, or new ditches. One small pond, not covering more than 10% of the area of the Plot and use for the efficient use of rainwater and to increase biodiversity is acceptable.
- 5.19 The Tenant shall not import, store, or allow on the Site any materials not intended for the lawful use of the Plot as an allotment garden, or which are likely to cause environmental damage or adversely affect the horticultural quality of the Site.
- 5.20 The Tenant shall not use a hosepipe or sprinkler system.

## **6. Plot Waste**

- 6.1 The Council will **not** remove any waste materials from any Allotment site.
- 6.2 Vegetable or other materials from an allotment does not fall within the definition of household waste of the Environment Protection Act 1990, and therefore SBC are under no obligation to remove or dispose of such materials.
- 6.3 The Tenant shall remove waste materials from the Plot and dispose of it in a lawful manner. All waste removal will be at the Tenants own cost. The Tenant may request waste removal by the Council, actioned after confirmation by the Tenant to pay the quoted expense.
- 6.4 The Tenant must not deposit any refuse or other material of any kind on any communal land, roads, paths, lay-bys or anywhere on car-parking areas, or in watercourses.
- 6.5 Tenants should compost disease-free organic waste on the Plot, or in a dedicated communal composting bay, if provided.
- 6.6 Fires are prohibited on Allotment sites. The only exception being a social bbq used solely for the purpose of cooking items of food.

## **7. Structures & Paths**

- 7.1 The Tenant shall not erect any building, shed or other structure on the allotment without written consent of the Council. Any shed, poly-tunnel or green house is to be of a standard construction of a maximum permittable size of 1.8m x 2.4mx 2.0m high (6ft x 8ft x 6ft 6" high) and positioned within the Plot boundary.
- 7.2 Should a plot have an existing structure not complying with section 7.1, the Tenant should resolve the issue at an appropriate time when the structure falls into disrepair or replaced.

- 7.3 The Tenant shall not use the plot nor any building, shed etc. lawfully erected thereon for the storage of any goods, chattels, or supplies other than those used directly in the cultivation and maintenance of the Plot and (but without prejudice to the generality of the foregoing words) the Tenant shall not store any motor vehicle on the Plot.
- 7.4 Sheds, greenhouses, and poly-tunnels must not obstruct access to the allotment site boundary or pathways and should include rainwater harvesting to provide sustainable water use.
- 7.5 The Tenant may create paths within the Plot, providing these areas are only from organic materials. Tenants should not use concrete or cement in the construction of paths and hard standings.
- 7.6 With written consent from the Council's Allotment Team, Tenants can install certain items of children's play equipment, such as well-maintained and in good repair small swings and trampolines. This does not include paddling pools and bulky play equipment, including large trampolines and swings.

## **8. Care of the Site and toward Other Tenants, Neighbours, and the Council.**

- 8.1 The Tenant must lock gates after entering or leaving the Site. The Tenant must plan to meet personally at the entrance of the Site, any persons visiting them or vehicles making deliveries and to ensure that the entrance is securely locked before and after. The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family or household to the allotment unless accompanied by the Tenant or a member of their family.
- 8.2 The Tenant shall return to the Council at the end of the tenancy all gate and other keys provided by the Council or Allotment Society (where one exists). All keys and locks remain the property of the Council.
- 8.3 Tenants should initially report to their Site Liaison Representative any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause. Tenants may report such incidents to the allotment service if they cannot contact their site liaison representative.
- 8.4 The Tenant must keep dogs under close control, on a lead, while on the Site. They must not allow dogs to foul or cause damage to any allotment plot on the Site.
- 8.5 The Tenant shall not do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to the Allotment Society (where one exists), to other Tenants or to the owners or occupiers of other property in the neighbourhood.
- 8.6 The Tenant shall not encroach or trespass, or allow others to trespass, upon another Tenant's allotment or encroach onto any path, road, or communal space at the Site.
- 8.7 The Tenant shall not cause, any damage to or theft of any property, including crops, belonging to other persons.

- 8.8 The Tenant shall only park on Site when in attendance on the Site and shall not park any motor vehicle or wheeled vehicle on any allotment or on any part of the Site except in areas designated by the Council for parking. Site speed limits must not be exceeded and vehicles must be driven in a careful and considerate manner.
- 8.9 The Tenant shall not interfere in any way with any material, plant, equipment, building, or installation owned by the Council.
- 8.10 The Council reserves the right to exclude from the Site without notice, any Tenant or other person who is accused of gross misconduct such as (a) causing serious damage to any allotment or to the crops on the Site or to any communal area or (b) while on the Site, damaging or stealing the property of any other person or of the Allotment Society (where one exists) or (c) assaulting or threatening any person on the Site. or (d) any other behaviour in the opinion of the Council that may consider to be anti-social or criminal in nature.
- 8.11 The Tenant shall cooperate as far as reasonably possible with the Council, its officers, and with the Allotment Society (where one exists) in ensuring the efficient, effective, and harmonious running of the Site.
- 8.12 The Tenant shall inform the Council immediately of any change in their address or contact details.
- 8.13 The Council is not responsible for any loss, theft, damage or injury to any persons or property on the Site, and all persons who enter the Site do so at their own risk.
- 8.14 The Council's Allotment Officer will endeavour to resolve any dispute between Tenants. In the event a Tenant is not satisfied with the Allotment Officer's determination of a dispute, he or she can appeal to the Council's Director of Environment and Highways, whose decision in the matter shall be final and conclusive.
- 8.15 Any Member or Officer of the Council shall, at any time when authorised by the Council, enter, and inspect the Plot.

## **9. Chickens and Bees**

- 9.1 Tenant should not keep livestock on Allotments, with the exception of chickens, ducks and bees but only with prior written consent of the Council and subject to the following special conditions:
  - The numbers of chickens/ducks must be manageable.
  - Cockerels are not permitted.
  - The livestock are well and humanely managed.
  - They do not cause any danger, nuisance, interference, disturbance, or annoyance to Tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders.
  - Tenants must comply with all requirements of DEFRA and other Government bodies.

The Council has sole discretion to decide that keeping livestock on the site would be prejudicial to health or a nuisance and if deemed necessary will suspend permission to keep chickens/ducks on site without appeal.

9.2 Tenants may keep bees only with prior written consent of the Council and satisfaction of the Council that the Tenant-beekeeper is suitably qualified to care properly for them to a proficient level of competence. To this end, the following special conditions apply:

- The beekeeper must have undertaken a recognised course, to the satisfaction of the Council, covering both theoretical and practical firsthand training.
- The beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages.
- Any bees brought onto the Site should be of good temperament and kept that way.
- That the Tenant displays their contact details on the Plot in case of emergency.

## **10. Termination of the Tenancy**

10.1 The Tenant must return the allotment at the expiration or termination of the tenancy in such condition as shall follow the terms and conditions contained in this agreement.

10.2 The Council or the Tenant may at any time terminate a tenancy by giving twelve months' notice in writing to the other expiring on or before 6th April or on or after 29th September in any year except that the Allotment Society (where one exists) or the Council may at its discretion accept from the Tenant a lesser period of notice expiring at any time.

10.3 In the event of the death of the Tenant, the tenancy shall terminate 3 months after notice of death or sooner by agreement with the Tenant's family and the Allotment Society (where one exists) or the Council.

10.4 The spouse or civil partner of the named Tenant may on the death of the named tenant succeed the Allotment tenancy on application to the Council.

10.5 If it appears to the Council that the Tenant, not less than three months after the commencement of the tenancy created by this agreement.

- Has not observed the tenant's obligations and conditions contained in this agreement or
- Is not resident in the borough of Slough, The Council may terminate this agreement upon one month's notice to the Tenant.

10.6 The Council shall have the right immediately to re-enter and take possession of the Plot and to terminate the tenancy created by this agreement at any time when:

- The Tenancy Fee is in arrears (section 3.4).
- The Tenant is in breach of any of the conditions above imposed on the Tenant by this agreement.

10.7 The Tenant shall not later than the termination of the tenancy, remove or cause to remove, at the request or the direction of the Council's Allotment Officer or any other responsible Officer of the Council all sheds, buildings, materials situated on the Plot. The Tenant irrevocably appoints the Council to be the Tenant's agent to store or dispose of any such items if the Tenant refuses or fails to remove the said items. The Tenant must indemnify the Council in respect of any claim made by a third party in relation to that storage or disposal. The costs of such storage or disposal shall be payable by the Tenant to the Council. This clause's provisions shall not affect any statutory right of compensation which may arise in favour of the Tenant in respect of any Plot improvements.

## **11. Letters and Notices**

11.1 Any letter or notice required to be served on the Tenant under this agreement must be served by hand, by pre-paid post, or by email on the Tenant at their address as entered in the Allotment Register, or failing that, by fixing the same in some conspicuous manner on the Plot. the Council will serve any notice upon the tenant at their last known place of abode in the borough.

11.2 The Council will serve Notices directed to all Tenants by posting them prominently on the Site notice board or similar display space or by including them in any newsletter or journal distributed by the Allotment Society (where one exists) or by the Council to all its members/plot holders.

11.3 The Council will only receive Notices directed to them by hand or by pre-paid post and addressed to:

Slough Allotments,  
Slough Borough Council, 1  
White Hart Road  
Slough, SL1 2SF

or e-mailed to: [allotments@slough.gov.uk](mailto:allotments@slough.gov.uk).

## **12. General Data Protection Regulations**

12.1 The Council retain Tenants' contact details, allotment history and other information relevant to their tenancy and membership of an Allotment Society, on a secure computer drive or cloud. The Council only use this information for management and administration of Allotments. The Council will not disclose information to third parties unless the Council required to do so by law or in compliance with its legal obligations. The Tenant may inspect the information held by the Council about him/her/them on request. For more information, please contact the Information Commissioner's Office: <https://ico.org.uk>.

Signed:

Acting for and on behalf of the Council