

LUDGVAN PARISH COUNCIL

ALLOTMENT RULES

Updated and Approved October, 2018

PREAMBLE:

Ludgvan Parish Council (the Council) operates two allotment sites, one in Long Rock and one at Church Hill in Ludgvan.

The Council charges an annual rent calculated to cover the costs of providing the sites which include rentals paid, water and maintenance charges. This is reviewed on an annual basis.

The Council also lays down a set of Rules that allotment holders (Tenants) must abide by. These rules are available on the Council's website and they are set out below.

The Rules will be regularly reviewed by the Council's Allotment Working Party which will make recommendations to the Council if it thinks changes are necessary. We are always happy to listen to any suggestions from you that may make the experience of having an allotment a more enjoyable one.

WAITING LIST:

A waiting list is maintained by the Parish Clerk, and plots are allotted on a first come first served basis, however, precedence on the waiting list is given to those living in the parish and to those who do not already have a plot.

From 1st January 2015, Tenants will be limited to two plots, other than in exceptional circumstances. [Any Tenant who currently has more than two plots will not be required to give any up].

From 1st January 2018, new Tenants will be required to pay a deposit, refundable on termination of their tenancy on condition their plot, when inspected, is found to be in good condition.

Tenancy agreements should be signed and returned no later than 6 weeks after initial offer.

TENANCY RULES:

These rules and regulations are set out and designed to ensure that you can enjoy and benefit from your plot. Please take the time to read and note the rules of your tenancy; if you fail to observe these conditions you may be at risk of losing your plot.

1. **Your TENANCY** is subject to the Allotments Acts 1908 to 1950 and to the following conditions:-
2. **Payment of rent and termination due to non-payment:**
 - a By signing the Tenancy Agreement you agree to pay the current annual rent by 1st January each year
 - b Invoices will be issued by the Council in December each year.
 - c The Council reviews the rents each year.
 - d New allotment holders are charged a pro rata lease payment when taking an allotment part way through a year.
 - e Failure to pay the rent within 14 days of the due date may lead to your Tenancy being terminated.
3. **Giving up your plot:**
 - a You can give notice that you intend to give up your plot at any time, without compensation. Should you decide to give up your plot you must immediately inform the Council, in writing, advising them of the date from which the plot will be vacated and ready for inspection. This will end your agreement for the plot.

- b The Council will endeavour to re-lease your plot as soon as possible and should this be done successfully the Council will refund any remaining full month's rent (pro rata).
- c You must yield up the allotment at determination of the tenancy created by this agreement, and must ensure that the allotment is left in a tidy and strimmed-down condition. If the plot is not left in a tidy and strimmed-down condition, the Council reserves the right to recharge you the cost of so doing.
- d All property including sheds/greenhouses must be removed, unless there have been suitable negotiations regarding transfer with an incoming tenant.

4. Change of circumstances:

It is your responsibility to contact the Council to advise them of any changes in your personal circumstances i.e. change of address or illness/injury whereby you cannot attend your plot.

5. Subletting:

You must not sublet, assign or part with possession of the allotment or any part of it without the written consent of the Council.

6. Statutory Notices:

- a The Council will give notice to you as required under existing statutes.
- b The Council must issue a statutory notice, when there are changes to your rent or to terminate your agreement. Any Council Officer can sign the notice. The Council will serve notice in one of the following ways:-
 - To you in person.
 - In writing to the last address you have given on your records.
 - By registered post to the last known address.
 - By putting a notice in a prominent place on the plot/allotment site and/or the parish notice boards.
 - By putting a notice in the local newspaper.

7. Right of entry/Power to inspect:

- a You must observe all rules and regulations relating to the allotment site which have been or may be made by the Council in the future provided you have been notified.
- b Officers of the Council or any member of the Council or its Allotment Committee may when directed by the Council, enter, inspect and carry out maintenance work on your plot/allotment site without notice.
- c If a lock is used on a plot gate, it must be a combination lock and the Clerk provided with the combination to ensure inspection access.
- d If you are found to be in breach of any provision of the Agreement, you will be given two weeks to remedy the breach. Should this notice not be complied with, the Council may remedy the breach and the costs of doing so may be recovered by the Council.
- e The Council will undertake regular inspections.

8. Cultivation and care of your plot allotment/site:

- a The main requirement of your agreement is to keep the allotment in cultivation and maintain the soil in a good and fertile state at all times.
- b Plots must also be kept neat and tidy by removing litter and rubbish, controlling weeds regularly in order that they do not seed and cause problems for other plot holders.
- c It is the responsibility of Tenants to make themselves familiar with the identification and safe disposal of invasive weeds, such as Ragwort which must be dug up and incinerated.
- d These allotment plots are provided to be **USED/WORKED**.
- e If you cannot manage to cultivate your entire plot at once, it is acceptable, as a temporary measure, to mulch with polythene sheeting or organic mulch to keep weeds down.
- f **Cultivation = 75% at all times either in crop or condition to accept crop.**

9. Failure to maintain/cultivate your allotment:

- a** If at any time you cannot cultivate, keep in neat and tidy condition and use the allotment for its purpose, it is your responsibility to inform the Council.
- b** Failure to comply with the rules and regulations will result in the Council issuing you a letter advising you of the breaches and giving you two weeks for improvements to be made and asking if there are any mitigating circumstances to be made known to the Council.
- c** If improvements are made or the reasons for noncompliance are approved by the Council, no further action will be taken.
- d** Failure to comply with the above will result in a second letter being sent, the date of this letter being the start of one month's notice of termination of the lease.
- e** If after the months' notice no improvements are made or mitigating circumstances given a third letter will terminate the lease and the plot will be re-allocated to the next person on the waiting list.
- f** The Council reserves the right to levy a charge to recover any costs incurred to reinstate the allotment plot to good order i.e. strimmed-down and clear of rubbish for the next tenant.

10. Bringing compost and manure on to the site:

You may bring green waste such as hedge/grass clippings and weeds onto your plot for making into compost for use on your plot. Similarly you can bring in manure, however you must not bring onto the site more material than you can use and it must be cleared from any path or highway within 7 days of delivery. You must cover fresh manure and compost heaps with a tarpaulin, or similar to help lessen the problem of strong smells and flies.

11. Soils & Minerals:

You must not take away or sell soil, earth, sand or gravel from the allotment site.

12. Watering:

- a** Water provided by way of stand pipes should be used sparingly and only for the watering of crops.
- b** You are responsible for reporting water leaks/problems with taps to the Council.

13. Boundary Structures:

- a** You must keep every hedge that forms part of the boundary of the allotment plot properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in good repair any other fences, gates or sheds on the allotment plot and do your best endeavours to protect any other hedges, fences and gates of the allotment site.
- b** Paths and ditches must be kept in good order and clear of obstruction at all times. On shared plots, you must give unobstructed and clear access to sharing tenants.
- c** You must not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of other allotment holders.
- d** Fences or hedges may not be erected that are higher than 4 feet.
- e** If maintenance is not properly carried out, the Council reserves the right to levy a charge to recover any costs incurred.

14. Structures & Storage on allotments:

- a** Subject to approval by the Council, you may erect a shed (or sheds) as follows:
 - Shed/s must take up no more than 64ft², eg 8x8 ft and be no more than 7 ft in height.
 - Sheds should be sited so as not to interfere with neighbours.
 - A water butt must be installed beside each shed.
- b** These must be kept in good order and comply with existing Health and Safety provisions.
- c** Cold frames and storage boxes are permitted.
- d** Fruit cages are permitted.
- e** Greenhouses structures should be kept in good order and comply with existing Health and Safety provisions.
- f** Netting tunnels are permitted providing that they must not be allowed to fall into disrepair. The netting should be green, brown or black.

- g** Polytunnels are allowed subject to approval by the Council.
- h** Any building erected without the Council's consent may be removed by the Council without paying any compensation and the costs of removal may be recovered by the Council from you.

15. Rubbish:

- a** There is no automatic right to rubbish clearance on the allotment site and all dumping whether vegetation waste or any other material is forbidden.
- b** You must not deposit or allow anyone else to deposit rubbish anywhere on the allotment site. This includes the hedges, ditches and paths around the allotment site or on plots.
- c** You must clear away from the plot and the site all rubbish and other waste generated and not to leave such waste matter on the plot or any part of the site.
- d** Any illegal dumping of rubbish on the plots/allotment side must be reported to the Council.
- e** Failing to comply with these conditions could have your lease terminated and be reported under existing legislation regarding the disposal of waste materials.

16. Bonfires:

- a** You may have bonfires to burn diseased plants and material which is difficult to compost, but may not burn material that may harm the soil i.e. no paint, bitumen (roofing felt), plastics etc.
- b** A bonfire must not be allowed to create a nuisance to other tenants or neighbours. Please think about the timing of your bonfire. Having a bonfire on a sunny bank holiday weekend is likely to cause more nuisance than at the end of a dull day in January.
- c** The bonfire must be managed safely at all times and must be left in a safe condition when you leave the site.
- d** Allotment holders with plots adjacent to poly-tunnels should take particular care.

17. Chemicals:

- a** Chemicals must be used only in accordance with the manufacturer's guidelines and must not be allowed to stray onto other allotment plots. Dip tanks may not be used to rinse out containers that have held chemicals.
- b** When using any sprays or fertilizers, you must:-
 - Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur;
 - So far as is possible select and use chemicals, whether for spraying, seed dressing or for any other purpose, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests; and
 - Comply at all times with government regulations.
 - Ensure chemicals are safely stored.

18. Animals:

- a** Dogs are permitted providing they are held on a leash.
- b** You may not keep any livestock on the allotment, except hens (not cockerels), and then only with the Council's permission.
- c** You will also be held entirely responsible for all costs associated with the control of vermin which may be due to the keeping of the hens.

19. Advertisements:

Should not be posted anywhere on the sites without the permission of the Council.

20. Nuisance:

You must not cause, under any circumstance, nuisance or annoyance to any other tenant or to the occupants of premises adjoining the allotment site, either through an action or through inaction, or through rude or bad behaviour, whether through carelessness, recklessness ignorance, and persistent or deliberate action.

21. Liability:

- a The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to you or any third party and you agree to indemnify the Council in respect of any such claim made against it.
- b The Council shall accept no liability to you in respect of any damage to the allotment or theft of any item or structure placed on the allotment.

22. Determination: (the end of your tenancy)

a *Determination on death*

- This Tenancy shall determine on your death.
- Your surviving family may continue with the tenancy, with the written consent of the Council and on the signing of a new allotment agreement.

b *Determination on termination of the Council's interest*

- This Tenancy shall determine on the day on which the lease of the Council determines.

c *Determination by notice*

- This Tenancy may be determined by either party giving to the other 12 months previous notice in writing on or before the 6th day of April or on or after 29th day of September in any year. (This date must not be between 6 April and 29 September – Allotment Act 1992 s1. (1)(e).

d *Determination where allotment appropriated*

- This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to you on account of the allotment being required:
- For any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or
- For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

e *Determination by re-entry on default*

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to you:

- If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
- If it appears to the Council that there has been a breach of the Tenancy Rules on your part and provided that, if such breach is of the rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of your tenancy; or
- If you become bankrupt or compound with your creditors.
- If your lease terminates for any reason you must remove all property, sheds, greenhouses, within 14 days. After this time you may be charged for their disposal.

The date of the letter to be sent by registered post will outline the failure to meet any of the above and will be the start of one month's notice of termination of lease. If the payment or improvements are made, or reasons for non-compliance, received in writing at the Parish Office and having been approved by the Council, no further action will be taken at that time. If no payment or improvements have been made at the end of the month's notice the lease will be terminated.

23. Notices:

- a Any notice required to be given by the Council to you may be signed on behalf of the Council by its Clerk and may be served on you either personally or by leaving it at your last known place of abode, or by registered letter, or letter sent by the recorded delivery service addressed to you at your last known place of abode, or by fixing the same in some conspicuous manner on the Allotment.

- b** Any notice required to be given by you to the Council shall be sufficiently given if signed by you and sent in a prepaid post letter to the Clerk to the Council at the Council Offices. These regulations override any previous regulations and the Council reserve the right to make alterations to these regulations from time to time subject to you being sent 28 days prior notice to your last known address.

24. The sale of produce:

Extract from *The National Allotment Society handbook*:

Consideration should be given as to the manner in which any surplus produce is sold. Clearly it should be allowable for a plotholder to sell small amounts of fruit or vegetables to his or her friends and neighbours but any overt commercial activity, such as the placing of signs by individual tenants advertising crops for sale, should not be allowed.

Nevertheless, allowing non-plotholders to buy produce enables them to participate in allotments and benefit from them without actually being allotment tenants. Plotholders with surplus produce could be encouraged to donate this to their allotment association, which can then sell it for the purpose of raising funds for the upkeep of the site.