



LUDGVAN PARISH COUNCIL

ALLOTMENT RULES & GUIDANCE DOCUMENT

Updated October, 2019

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1. Introduction

- 1.1 Ludgvan Parish Council (the Council), has power to make rules in order to regulate the arrangements for the letting of allotments on its allotment sites. **However, the primary reason for this document is to ensure the continued enjoyment of the allotment sites by all tenants.**
- 1.2 When the points within this document are brought into operation, they apply to all allotments under the management of the Council, even if held under a tenancy agreement before the rules came into operation.
- 1.3 These rules apply to all of the Council's allotment sites.
- 1.4 We may need to amend these rules from time to time. If we plan to do so, notification will be provided to all tenants prior to the amendment becoming "live".
- 1.5 If amended rules are introduced, a copy of these will be provided to all tenants.

2. Interpretation and definitions

- 2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole in order to understand their full effect.
- 2.2 The following words have the meanings set out here:
 - 'We/us' means the Council responsible for the allotment service.
 - 'You' means the tenant of a particular allotment.
 - Allotment means the particular allotment garden plot let exclusively to a tenant.
 - Allotment site means all the land held by us for allotment use on a particular site, including all the allotments exclusively let (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.
 - Structure means building, shed, greenhouse, shelter, animal run or hutch, polytunnel, pond or other similar construction on an allotment.
 - Your address means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.

3. Allocation of tenancies and other allotment users

- 3.1 All new tenancies shall be allocated by us in accordance with our waiting list procedure, which is set out in appendix 1.
- 3.2 Upon the death of a tenant, a direct family member can take on the working of the allotment plot following an application to the Council in writing within 6 months of the death of the previous tenant.
- 3.3 Other family members have no priority to take on an allotment following a death and the allotment will be allocated in accordance with the waiting list procedure.
- 3.4 You may allow other people to come on to the allotment site and/or help you cultivate your allotment. But, you must not assign your tenancy, sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anybody else in any way, charge others for permission to use your allotment (or any part of it). If it is established that a plot has become sublet – the tenancy will be terminated with immediate effect.

- 3.5 You are responsible for the conduct and activities of anybody you allow on the allotment site, in accordance with paragraph 3.4.
- 3.6 Tenants and visitors must act responsibly when on an allotment and not cause a nuisance to local residents or other plot holders.
- 3.7 Only allotment tenants, guests of allotment tenants and Council operatives are allowed on the allotments. The general public should not be accessing the allotments unless invited by a tenant or by the Council.

4. Tenancy preliminaries

- 4.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is an annually renewable tenancy, running from 1st January to 31st December.
- 4.2 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our decision is final.
- 4.3 Before your tenancy begins we will remove any structure which is unsound.
- 4.4 Subject to paragraph 4.5, you may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter. You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy.
- 4.5 We do not provide and maintain sheds. Any such sheds therefore fall within “remaining structures for which you are responsible”. Use of those sheds is shared with neighbouring tenants in some cases. If so, the maintenance responsibility is shared too.

5. Rent

- 5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (until 31st December) and you must pay it immediately.
- 5.2 Since 1st January, 2018, new tenants are required to pay a deposit, refundable on termination of their tenancy on condition their plot, when inspected, is found to be in good condition.
- 5.3 Tenancy agreements should be signed and returned no later than four weeks after initial offer.
- 5.4 We will write to you at least three weeks beforehand with notification of the rent due for the coming year and details of how it can be paid.
- 5.5 Failure to pay the rent within 14 days of the due date **may** lead to your tenancy being terminated.

6. Use of your allotment

- 6.1 You must use your allotment wholly or mainly for the production of vegetables, fruit and flowers, including wildflowers, for you and your family or household.
- 6.2 You are encouraged to practice pesticide-free, ecologically friendly cultivation, including rewilding of small areas and establishing/maintaining child-safe ponds.
- 6.3 You must not use your allotment for trade or business purposes, camping or staying there overnight.

- 6.4** You must cultivate your allotment and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. You must comply with all of the stipulations within this document.

7. Allotment cultivation

- 7.1** A minimum of 75 per cent of the plot area must be used for cultivation and crops. This area includes open ground and raised beds used for crops, as well as glasshouses, tunnels, managed compost heaps, fruit bushes and trees, and areas used for bee hives.
- 7.2** Two fruit trees are allowed per plot. Additional trees may be planted with Council permission. Where plots already exist with more than two trees and no complaints are received from neighbouring plots, these will be permitted.
- 7.3** Up to 25 per cent of your plot area may be for non-cropped uses. This area includes all sheds, patios, lawns, ponds, managed meadow and ornamental planting.
- 7.4** You must control invasive vegetation such as brambles and ensure they do not encroach on neighbouring plots, shared paths or track ways. It is the responsibility of tenants to make themselves familiar with the identification and safe disposal methods of invasive weeds, such as Ragwort, which must be dug up and incinerated.
- 7.5** Your plot must be 75 per cent cultivated and produce a crop at least annually, with weeds being kept under control throughout the year. Cultivation includes pruning and training of fruit, or digging, hoeing or mulching and the growing of green manures.
- 7.6** Plots will be expected to be 75 per cent worked in spring (for the purposes of clarification spring will be deemed to be from the first day of April to the last day of June), with soil prepared and signs of crops or flowers being grown. Managed wildflower areas or cut grass under fruit will also be considered as cultivated land. In the winter (first day of December to the last day of March), tidy plots free from seeding weeds will be considered as cultivated.
- 7.7** Some of your plot may be organic mulched or sheet mulched with a woven black membrane or black plastic – polythene sheeting. New tenants may mulch up to 100 per cent of their plot in year one. After year one, 20 per cent of the plot may be organic or sheet mulched in summer.
- 7.8** During winter months tenants may sheet mulch 100 per cent of their cultivated area – using inappropriate materials, such as polypropylene or foam-backed carpet, for this purpose will result in a warning letter and require removal by the tenant.
- 7.9** Shaded areas or impoverished or contaminated soils that exceed the 25 per cent already allowed as non-cropped area may be used for lawn or managed conservation/leisure use if agreed with the Council in advance.
- 7.10** After three months the tenant will have their first inspection. If a new tenant has not made a recognisable start on their allotment, their tenancy will be ended. If a tenant has a reason why they cannot work their plot, they must contact the Council in writing and arrange an extension in advance of this inspection.

8. Boundaries and access

- 8.1** You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the allotment site or owners or occupiers of neighbouring premises. New hedging and wind-breaks may only be introduced in agreement with the Council.

- 8.2** You must not:
- use barbed wire.
 - use fencing of more than 4 feet (1.2 metres) in height in general. However, fencing up to 6 feet (1.8 metres) may be used with the permission of Council.
 - obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments.
 - enclose your allotment to such an extent that it is inaccessible for inspection by us. If a gate lock is used, it must be a combination lock and the Parish Clerk provided with the combination. Paragraph 16.1 deals with our right of access.
 - go on to other allotments, except with the permission of the tenant (see paragraph 13.4).
- 8.3** You must allow access through your allotment to other tenants where that is their only reasonable means of access to get to their allotment.
- 8.4** Shared paths – where plots are split, the tenant with the front plot must maintain a straight path to the rear plot that can easily accommodate a wheelbarrow. If the tenant wishes to change an access path or use a gate lock then this must be agreed with the tenant on the rear plot.

9. Structures

- 9.1** You must not install any structure on your allotment unless you:
- receive permission from the Council to do so and comply with the conditions and guidance for doing so.
 - maintain it in reasonable condition.
- 9.2** You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began.
- 9.3** Sheds must take up no more than 64 square feet (5.9 square metres), eg 8x8 feet (2.4x2.4 metres), and be no more than 7 feet (2.1 metres) in height. They should be sited so as not to interfere with neighbours. At least one water butt must be installed beside each shed.
- 9.4** If you have a shed or structure on your plot, then that structure is yours and there is no imperative to share access to, or space within that shed or structure. If you choose to share a shed with a fellow tenant then this is an agreement between tenants and does not involve the Council.
- 9.5** Netting tunnels are permitted providing that they must not be allowed to fall into disrepair. The netting should be green, brown or black.
- 9.6** The above requirements for installations of structures also apply to alterations of structures if what is proposed would make the structure substantially different (as opposed to works of maintenance and repair).
- 9.7** We may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy.

10. Waste restrictions

- 10.1** Building materials such as recycled doors, pallets, roofing materials, windows, and UPVC may only be brought onto the allotment for constructing permitted structures. Materials such as the above should not stay unused on to the plot for a period of longer than 3 months without being utilised. If items remain for longer than this

period a warning letter will be issued. If the items continue to be unused the tenancy may be terminated.

- 10.2** Tenants are allowed to build cold frames or cloches. If glass structures are broken on the plot, the tenant must remove broken glass from the allotment.
- 10.3** Excessive quantities of any building materials are in breach of rules, however limited quantities of building materials such as blocks, bricks, metal or timber will be allowed as long as they are used to help grow crops or suppress weeds on paths. Timeframes of the use of these materials is as identified in 10.1.
- 10.4** Tyres may only be brought onto the allotment to be used as containers to grow crops.
- 10.5** Imported gravel and other loose stone products, rubble and hardcore are not allowed on the allotments in excessive quantities. The use of glass bottles for construction is also not allowed.
- 10.6** You may not use your allotment to store household furniture, leisure equipment or any other household items that are not used for cultivation.
- 10.7** After a tenant receives a waste notice, waste must be removed from the allotment. Failure to remove the materials may result in termination of the tenancy. Any tenant found to have burnt waste materials in response to a waste notice is at risk of immediate tenancy termination. Dry organic waste may be burnt in line with existing rules under "bonfires".

11. Potentially polluting materials

- 11.1** Many allotment tenants are already environmentally conscious and Council would encourage tenants to work towards the elimination of single use plastics wherever reasonably practicable. More information can be found at: <https://www.sas.org.uk/about-the-movement>.
- 11.2** The following products are examples of materials not allowed on allotments as they may release polluting chemicals into the soil.
 - Rubber or foam-backed carpet and all linoleum style products.
 - Laminates and chip boards.
 - Gloss painted timber.
 - Any non-crop related chemicals or fuels.
- 11.3** Only small quantities of crop-related licensed chemicals may be stored on the allotments. These must be stored in a safe, secure place and be for allotment use. Responsibility for the safe storage and use of these chemicals rests with the tenant.
- 11.4** Excessive quantities of allotment litter, such as plastic pots, containers, sheeting or cans, may be liable to a waste notice as such materials can pollute the soil and spread onto other plots.

12. Bees and Chickens

- 12.1** You must get our written permission to keep bees.
- 12.2** Appendix 3 on beekeeping deals with the factors to be taken into account as regard permissions, sets out the conditions, and provides further information about guidance. If you fail to comply with the document, we may:
 - ask you to remove the bees
 - remove and dispose of them, if you do not, and recharge you for these costs.

- 12.3** You may not keep livestock on the allotment except hens (not cockerels), and then only with Council's permission. Good hygiene standards, for example, the use of off-ground food stations etc., must be maintained at all times.
- 12.4** You will be responsible for the control of vermin on your plot and others affected, due to keeping of hens, by the use of bait stations with internal, fixed, solid block poisons.
- 12.5** We may enforce these rules in any other way, including, if we consider it necessary, by ending your tenancy.

13. Use of the allotment site

- 13.1** You only have rights in respect of your allotment and the shared facilities of the allotment site.
- 13.2** Hedges – new hedging may only be planted in agreement with the Council.
- 13.3** You must:
- respect the safety of other users of the allotment site.
 - have regard for the security of the allotment site, including closing the entrance gates.
- 13.4** You must not:
- go on to other allotments except with permission of the tenant.
 - dump anything (including green waste) on vacant allotments or other parts of the allotment site.
 - in any other way make use of or cultivate vacant allotments or other parts of the allotment site.
 - have firearms (including air guns) or explosives on the allotment site.
- 13.5** You may only:
- use the shared facilities for the purposes for which they are intended. Appendix 2 deals with restrictions on watering your allotment.
 - have dogs on the allotment site if you keep them on leads and clear up any dog fouling.
- 13.6** Allotment infrastructure – any tenant found to have interfered with Council infrastructure eg water supplies, fencing, gates or tracks will be in breach of rules and risk possible tenancy termination.

14. Nuisance and annoyance

- 14.1** You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds.
- Rowdy behaviour, including excessive noise, shouting or swearing.
 - Failing to maintain boundaries in accordance with this document.
 - Failing to keep bees in accordance with this document.
 - Failing to comply with any of the rules as to the use of the allotment site in accordance with this document.
- 14.2** You must not harass, intimidate or abuse anybody else on the allotment site.
- 14.3** Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief; and indirect threats towards or making malicious allegations against people.

- 14.4** Remember that you are responsible for other people you allow on to the allotment site.
- 14.5** Failure to comply with any of the above may result in immediate termination of the tenancy.

15. Criminal activity

- 15.1** Tenants should report all criminal activity on the allotments to the police and, where possible, create a crime reference number. If the police investigate and find an illegal act has taken place, the Council can then take action.
- 15.2** Tenants who the Council have reasonable grounds to believe have been undertaking criminal activity on an allotment site, and where this is supported with information from the police, will have their tenancy ended.

16. Enforcement and disputes

- 16.1** We may come on to your allotment at any time to inspect it and you are required to make your allotment accessible.
- 16.2** Unless it is urgent that we take immediate enforcement action against you, we will contact you if we believe there is cause for complaint, that way we hope to resolve matters before they become a major problem.
- 16.3** During the first three months of your tenancy, we appreciate that it may take some time to bring your allotment under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action. Tenants taking over plots in poor condition will be given an extended period in order to improve the condition of the plot.
- 16.4** In fairness to those on the waiting list, if it appears that you are not cultivating your allotment or you don't pay your rent on time, and you have not contacted us to give a reasonable explanation, we will take immediate steps to end your tenancy.
- 16.5** We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 16.6** We may recharge you for any costs we incur in taking action to deal with any breach of these rules.
- 16.7** In fairness to tenants, Council will take into account the impact of extreme weather conditions and events when considering any enforcement action.
- 16.8** If you are not satisfied with the service we provide, or in agreement with a termination letter, you may put your objection in writing to the Chair of the Allotments Working Party. If you are not satisfied with the response – a formal appeal can be issued in writing to the Parish Clerk. The final appeal process will be to Council, whose decision on the matter will be final. There is no further route of appeal.
- 16.9** Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final.

17. Ending the tenancy

(A) By you

- 17.1** If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice advising us of the date from which the plot will be vacated and ready for inspection. (But we can manage the allotment site and the waiting list more efficiently if you give us advance notice).

(B) Death

- 17.2** If you die during your tenancy, the tenancy ends immediately, however, an application can be made to the Council for a transfer of tenancy – see ref: 3.3.

(C) By us

- 17.3** We may end your tenancy by re-entry at any time after giving you one month's written notice if the full rent amount is unpaid 30 days after it is due.

- 17.4** In the event that we believe there has been a breach of these rules concerning cultivation of your allotment, (three months having elapsed since the beginning of your tenancy), we will:

- Send you written notice giving you two weeks for improvements to be made and asking if there are any mitigating circumstances to be made known to the Council. If improvements are made or the reasons for noncompliance are approved by the Council, no further action will be taken.

Should you fail to comply, we will:

- Send you a second written notice, the date of this letter being the start of one month's notice of termination of the lease should you continue to fail to comply.

If after the months' notice no improvements are made or mitigating circumstances given, we will:

- Send you a third written notice terminating the lease with immediate effect, giving you 21 days to remove all your possessions from the plot which will then be reallocated to the next person on the waiting list.
- Possessions left on the plot will become the responsibility of the new tenant.

- 17.5** We may end your tenancy by re-entry at any time after giving you three months' written notice if the allotment is required for some other purpose.

- 17.6** We may end your tenancy, in any circumstances, by giving you 12 months' written notice, and provided that the notice period expires in the winter months.

18. Matters arising at the end of tenancies

- 18.1** At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules.

- 18.2** You may remove any structures that you have installed. Any that remain once the tenancy has ended will be passed on to the next tenant at our discretion.

- 18.3** The Council will not reimburse the tenant for any costs incurred by the tenant throughout the duration of the tenancy.

- 18.4** We may recharge you our costs of putting right anything arising from your failure to comply with this document.

19. Giving formal notice

- 19.1** When we need to give formal notice to you about your tenancy we will do so in writing and by any one of the following three methods.
- Handing it to you in person.
 - Posting or delivering it to your address.
 - Leaving it on your allotment in a sealed transparent envelope so it is clearly visible.
- 19.2** Remember that your address is the one you last notified us of in respect of your allotment. It is your responsibility to notify us of any change of address during your tenancy.
- 19.3** When you need to give formal notice about your tenancy to us, you must do so in writing.

Appendix 1

Allocation of tenancies and waiting list procedure

- 1.** To register on the waiting list, applicants must complete and return an application form to the Parish Clerk.
- 2.** Priority will be given to Ludgvan Parish residents.
- 3.** Applications from Non-Parish residents may be determined at the discretion of the Parish Council.
- 4.** Applicants may register their “preferred” site; for example, Church Hill or Long Rock.
- 5.** Tenants are limited to two plots, other than in exceptional circumstances. (Any tenant who already have more than two plots prior to this date, will not be required to give any up). The final decision on allotment allocation rests with the Council.

Removal from waiting list

Applicants will be removed from the waiting list when either they have accepted an offer or they have refused three offers, unless there are extenuating circumstances.

Appendix 2

Use of your allotment – conditions and guidance

Storage and materials

- You may only keep items on your allotment that are for use on it, for example, you must not use the plot as a storage area.
- You must comply with current regulations relating to the use of chemicals and harmful substances. You should select sprays and dressings that will minimise harm to people and wildlife.

You must not:

- Allow excessive plant and other organic waste to accumulate on your allotment – arranging to compost waste or remove to the local tip wherever possible.
- Bring asbestos based products on to your allotment.
- Use concrete on your allotment (except for pre-cast products laid on a loose bed).
- Remove from your allotment any soil, gravel, sand, stones or other minerals.

You should:

- Only store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. And you must remove them if they have not been put to use in compliance with these rules within three months.
- Remember that you are liable for our costs of putting right anything arising at the end of your tenancy. Dealing with residual concrete, timber, scrap and old carpet etc., is one of the most time-consuming and expensive tasks when allotments become vacant.

Bonfires:

- Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.
- You may only have bonfires between 6pm and sunset and taking other plot holders and their structures, such as polytunnels, into consideration.
- You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.
- You must ensure that the location of the fire and the weather conditions are safe.

You must not:

- Use petrol, paraffin or other accelerants.
- Leave a bonfire unattended – you must remain present until the fire is fully extinguished.

- Burn non-organic waste (for example plastics and carpet).
- Before lighting a bonfire, ensure that no hedgehogs or other animals are present in the pile of material to be burnt, if necessary by moving it to another location.
- Remember that you may only have bonfires on your allotment, not elsewhere on the allotment site.

Watering:

- You may use hosepipes provided you do not leave them unattended, connections are watertight and you comply with hosepipe bans or similar restrictions imposed.
- You must not use a sprinkler system.
- Remember that you must not use the water supply for any purpose other than for use on your allotment.
- Water provided by way of stand pipes should be used sparingly.
- You are responsible for reporting water leaks/problems with taps to the Council.
- Sheds and polytunnels should have a minimum of one water butt installed beside them, preferably more.

Trees:

- You must get our written permission before cutting down any trees that you have not planted.
- You may only plant orchard trees (in other words edible fruit and nut trees), or trees that directly encourage wildlife biodiversity, such as buddleia.
- If there are already more than two trees on your allotment, you must get our written permission before planting any more.
- Trees must be planted at least two metres away from the boundary of neighbouring allotments and so that the mature canopy does not overhang neighbouring allotments.
- Remember that you must keep weeds under control (see paragraph 6.3). You must therefore ensure that woody weeds (for example, self-sown sycamores) do not grow.

Traps and snares:

- You may only set bait stations with fixed internal poison blocks to catch or kill rats.
- You must ensure that they are regularly checked and do not endanger other non-rodent wildlife, people or pets.
- You must dispose of all carcasses properly.

Public liability:

- Be mindful of your responsibility as tenant for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make your own enquiries as necessary.

Appendix 3

Beekeeping

Permission for keeping bees

- Each application for permission will be considered on its particular merits.
- We will consider the numbers of hives already kept nearby and the particular situation of your allotment. Allotments next to roads, public footpaths or cycleways are not suitable. Identical proposals to keep bees may, therefore, be treated differently depending on when they are made and where they are for.
- If we consider it necessary, we will consult with neighbouring allotment tenants or owners or occupiers of neighbouring premises.
- You must be able to demonstrate that you would be able to comply with the conditions for keeping bees, including, where appropriate, documentary evidence of qualifications, registration and insurance.

The conditions for keeping bees are that you:

- Arrange for them to be checked regularly.
- Provide us with two emergency 24-hour contact telephone numbers.
- Have a formal bee-keeping qualification, or have performed competently in both an approved theory and practical course and have a minimum of one year's experience of bee-keeping.
- Display emergency contact telephone numbers on your allotment.
- Register with the National Bee Unit.
- Maintain public liability insurance of £5 million.
- Produce documentary evidence of your qualifications, registration and/or insurance within seven days, if required by us to do so.
- Only carry out handling at times when the number of people close by is likely to be minimal.
- Ensure hives are sited at a safe distance from neighbouring premises and enclosed with a two-metre-high screen, or other barrier.
- Remove the bees if required to do so by us, for example, because they are causing a nuisance.
- You must not store dirty or excessive amounts of unused bee-keeping equipment.
- In the event that your bees repeatedly become a nuisance, you will be required to remove them.

You should bear in mind, in particular, that you must:

- Use your allotment mainly for the production of vegetables, fruit and flowers.
- Not use it for trade or business.
- Not cause a nuisance or annoyance.

CONFIRMATION THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY THESE ALLOTMENT RULES THAT GOVERN LUDGVAN PARISH COUNCIL'S TENANCY AGREEMENTS FOR ALLOTMENT HOLDERS

Please email this signed agreement to: clerk@ludgvan.org.uk or tel 07928 813 653 for the postal address.

I,
(NAME IN CAPS)

Tenant of plot: Church Hill/Long Rock* #.....

* Please circle

Confirm that I have read and understand the Allotment Rules, 2019 and agree that I will abide by them.

Signature:

Date: