



Rules for Allotment Gardens

1. DEFINITION OF TERMS

“Parish Council” means St Erth Parish Council and includes any Committee of the Council or any officer appointed by the Parish Council under the Allotments Acts 1908 – 1950

“Rules” means these rules and the appended General Conditions of Tenancy.

“Parish” means the Civil Parish of St Erth in the County of Cornwall.

“Allotment Officer” means the duly authorised employee or member of the Parish Council whose role is to oversee the allotments.

“Manager” means the area allotment manager of a Site who deals with day-to-day matters, normally the Parish Clerk.

“Allotment Garden” means an area of land used primarily for the production of vegetables and fruit, but which can also be used for the cultivation of other plants.

“Site” means the entire area of land comprising of Plots, the boundaries, tracks, structures, etc.

“Plot,” means an area of ground marked out for use as an Allotment Garden. Most plots are 167 square metres.

“Rod” means 25 square metres.

“Tenant” means a tenant or the first named of joint tenants of an Allotment Garden.

2. ELIGIBILITY TO TENANT AN ALLOTMENT PLOT

Any person who is resident in the Parish is eligible to become a Tenant. The Tenant must be the person who will undertake work on the Plot. The Parish Council and the Manager reserve the right to refuse to allocate more than one Plot to one individual. It is permitted for more than one resident to work on a single Plot though one must be named as the Tenant.

3. APPLICATION FOR TENANCY OF ALLOTMENT GARDENS

Every application for an Allotment Garden should be in writing to the Parish Clerk who will record details of the application. All applications will be recorded in date order of receipt and where a waiting list occurs, Plots will be offered to applicants in this order.

4. AGREEMENTS FOR LETTING ALLOTMENT GARDENS

A tenancy agreement of the form appended to these Rules must be entered into between the Parish Council and the Tenant on take up of tenancy of a Plot, at which time a copy of these Rules will be supplied to the Tenant. The agreement to let an Allotment Garden to an applicant may be signed by the Parish Clerk on behalf of the Parish Council. The Tenant will not underlet, assign, or part with the possession of the Allotment Garden or any part of it, without the written consent of the Parish Council.

5. PAYMENT OF RENT

The rent of an Allotment Garden is set at a fixed amount for each Rod and unless otherwise agreed in writing with the Parish Clerk, is to be paid yearly in advance on or about the first day of April. The rent per Rod is determined by the Parish Council annually and any changes will be notified to existing Tenants. Rent for tenancies commencing after this date shall be pro-rata.

6. POWER TO INSPECT ALLOTMENT GARDENS

Any member or officer of the Parish Council is entitled at any time to enter and inspect any Allotment Garden.

7. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

7.1 The tenancy of an Allotment Garden will, unless otherwise agreed in writing, terminate in the following circumstances:

7.1.1 Upon the death of the Tenant. It is the responsibility of the deceased's family to apply to the Parish Council if they wish to continue the tenancy in their own right.

7.1.2 Whenever the tenancy or right of occupation of the Parish Council terminates, or is known to be or can reasonably be expected to be terminating.

7.2 The tenancy of an Allotment Garden may also be terminated by the Parish Council by re-entry after one month's previous notice in writing if:

7.2.1 the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not; or

7.2.2 if it appears to the Parish Council that the Tenant, not less than three months after the commencement of the tenancy, has not duly observed the Rules or any other term or condition of the tenancy; or

7.2.3 if the Tenant becomes bankrupt or compounds with his creditors.

7.3 The Parish Council may also terminate the tenancy by twelve months' notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year. The Tenant may end their tenancy by giving one months' notice.

7.4 When a Tenant fails to keep the Plot assigned to them in a good state of cultivation, a "Notice of Non-Cultivation" shall be served giving 28 days' notice to comply with the Rules.

7.5 If the breach of tenancy has occurred due to factors other than non-cultivation, e.g. storage of materials not for use on the Plot, a "Notice of Non-Compliance" shall be served giving 28 days' notice to comply with the Rules.

7.6 The Parish Council or the Parish Clerk will only serve one Notice of Non-Cultivation or one Notice of Non-Compliance during the lifetime of the tenancy agreement to a Tenant. If the Tenant after the initial notice fails to comply with the Rules within the required period, the Parish Council shall be entitled to terminate the tenancy in accordance with 7.2.2 above.

7.7 It is the Tenants' responsibility to contact the Parish Clerk if they are unable for health or other reasons to maintain their Plot. It would be appreciated if any Tenant intending to give up their tenancy informs the Parish Clerk.

8. LIABILITIES ARISING FROM LOSS OF TENANCY

When the tenancy has terminated, the Tenant will be liable, unless it is because of death, to remove such items as remain on the Plot to enable it to be re-let to another tenant in good condition and without warranting undue cost to the Parish Council. If the Tenant has died it will be the responsibility of the next of kin to arrange the removal of property but the Parish Council will take into account the circumstances. If the Plot is left in a poor state of cultivation or requires the removal of materials, property or rubbish then the leaving Tenant shall be required to reimburse the Parish Council for reasonable costs.

9. SERVING OF NOTICES

Any notice may be served on a Tenant either personally or by leaving it at his last known place of residence, or by letter addressed to him there, sent by registered post or the recorded delivery service, or by fixing the same in some conspicuous manner on the Allotment Garden. Tenants are required to notify the Parish Council or Manager of any change of address and telephone number.

10. ADDITIONS TO RULES

From time to time, the Parish Council may add such Rules as are necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof. The Tenant must at all times observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment Garden.

General Conditions of Tenancy

The Tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy of the Plot held by the Tenant being terminated. The Parish Council's decision is final. See Rule 7 above.

1. The tenant will not use the Allotment Garden for any other purpose than as an Allotment Garden as defined in Section 22 of the Allotments Act 1922.
2. Except when in use, the gates to the Site must be closed and locked at all times to ensure no unauthorised access.
3. The Tenant will keep the Allotment Garden clean, tidy, fertile and in a good state of cultivation. Cultivated plants should be maintained in active, healthy growth with care being taken to minimise the growth of invasive or alien species, noxious weeds and other species that are subject to legislative control.
4. No rabbits, hens or other livestock may be kept on any allotment garden.
5. The Tenant must not allow any decaying matter to remain on the Allotment Garden which may cause a nuisance or annoyance or deposit any matter in the hedges or ditches situated in the Site or on land adjacent to the Site. The Tenant is expected to compost all waste material and to maintain the fertility of the soil on their Plot. Compost containers must not exceed 1.2 m high x 5 m x 2 m and must not be made of or contain toxic material.
6. No bonfires may be lit at the Site. Pernicious weeds and plants infected with fungal diseases should be burnt elsewhere (when dry) or taken to an approved tip.
7. Aggressive behaviour will not be tolerated. The Tenant will not cause any nuisance or annoyance to the occupier of any other Allotment Garden to any neighbour adjacent to the Site or the Parish Council or its employees. The Tenant is to act in a reasonable manner at all times and not indulge in activities that could be deemed anti-social. Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the Site e.g. tracks, paths, fences, gates etc.
8. The Tenant will not, without the permission of the Parish Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay. This does not affect routine pruning of the Tenant's own trees and hedges on the Allotment Garden. Tenants are responsible for maintaining the boundary hedges to the Site where they abut the Plot(s).
9. The Tenant will not erect any building or structure that could be reasonably be deemed a building, without first obtaining consent from the Parish Council.
10. Barbed wire or other similar materials must not be used in such a manner as to impede or restrict any path, track or other areas, which may reasonably be expected to be used to provide access to other legitimate users of the Allotment Gardens.
11. No dogs are to be brought onto the Site unless on a lead. Under no circumstances will dogs be allowed to foul the Site.

12. The Tenant will observe and perform any other special condition which the Parish Council considers necessary to preserve the Allotment Garden from deterioration or to comply with any other legal and legitimate requirement made of or by the Parish Council.
13. The Tenant must not enter any Plot, other than their own, without the permission of the relevant Plot holder, or in the case of a vacant Plot, the Parish Clerk.
14. The Tenant shall not park a vehicle anywhere on the Site other than within the defined parking area. No vehicle, trailer or similar equipment is to be left on the Site when the Tenant is not present.
15. It is the Tenant's responsibility to ensure that any toxic or hazardous materials used or stored on site are stored safely and securely. Any pesticides or herbicides used or stored must comply with current legislation regarding their usage and storage. The storing of material other than for direct and immediate use on the Plot is prohibited. All such materials must be stored in a safe manner e.g., glass for cloches and not be allowed to become a hazard or nuisance to others e.g., sheet materials should be secured against blowing away in high winds.
16. The Tenant shall not erect any notice or advertisement upon the Allotment Garden or the Site.
17. The Tenant must not leave any tools or other equipment unattended on common pathways or other areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.
18. The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the Parish Council accepts no responsibility for the loss of or damage to such items however caused nor does the Parish Council accept any responsibility for any injury caused by such items howsoever caused.

Form of Tenancy Agreement

An Agreement made on (date).....

Between St Erth Parish Council in the County of Cornwall (hereinafter called "the Council") by the hand of

the Parish Clerk of the one part.....

and (name of tenant).....

of (address of tenant).....

(hereinafter called "the Tenant") of the other part

Whereby the Council agrees to let, and the Tenant agrees to take, as from (date).....
to the 31st day of March 20..... and thereafter on a yearly tenancy, the allotment garden numbered
in the Register of allotment gardens provided by the Council.

This tenancy is subject to the Rules and General Conditions of Tenancy approved by the Council with the tenant yielding and paying the yearly rent per Rod (or half Rod) payable yearly in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

As Witness the hands of the parties hereto:

.....(Parish Clerk)

Witnessed by.....(Chairman of the Parish Council)

Mr/Mrs/Ms.....(Tenant)

Of (address of Tenant).....

Tenant signature witnessed by (Name).....

Address of witness.....