



# St Mewan Parish Council

## Allotment Rules and Regulations

### Introduction

These rules and regulations are set out and designed to ensure that all allotment holders can enjoy and benefit from their plot. Please take a moment 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.

The lease agreement is between St Mewan Parish Council and you, the tenant. In the Agreement, the term "allotment" means the sum of all areas of the allotment land rented, and the term "tenant" means you, the named person residing at a single address within the Parish.

When signing the lease, you are agreeing to take on a yearly tenancy and to look after your plot and the allotment site. You are also agreeing to abide by these rules and regulations as part of the lease.

The tenancy lease entitles you to garden the plot numbered on your lease, as identified on the plan of the allotments. You may use the allotment for the cultivation of fruit, vegetables, flowers, and herbs. Natural gardens/areas are not permitted. The primary purpose must be non-commercial.

As tenant, you are responsible for the allotment and may not sub-let it or pass the tenancy to anyone else.

Where the demand for allotments is greater than the space available, new tenants will be kept on a waiting list. Tenants currently renting allotments, who wish to up size or downsize, will be given preference over those on the waiting list.

St Mewan Parish Council reserves the right to amend the conditions of the tenancy, charges for allotments and service as required. Notice of such changes will be being posted to each tenant and placed on the Parish Council Notice Board on The Green, Trewoon.

**1. THE 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.**

- You, the allotment holder, as a tenant of St Mewan Parish Council, agree by signing the lease agreement to pay the current annual rent and a one-off deposit, equivalent to one year's rent, the deposit being refundable upon a satisfactory inspection at surrender of the plot. (See section 5)
- Allotments are leased annually.
- Lease payment is due in one instalment in advance on the 1st of April.

- Invoices will be issued by the Council for payment, however, should you fail to pay within 28 days of the due date, your tenancy may be terminated, and the allotment plot re-let.
- In the event of leasing part way through a financial year the rent will be calculated pro rata.
- Payment of your rent can either be made by BACS which is the preferred option or by post in the way of a cheque made payable to "St Mewan Parish Council " to The Garage, The Chase, Sticker, St Austell PL26 7HL
- The Council reviews all charges yearly prior to precept in November and any changes would come into force on 1st April the following year. All Allotment holders will be notified of any changes in writing by 31st January.
- New allotment holders are charged a pro rata lease payment, plus the one-off deposit equivalent to one year's rent, when taking an allotment part way through a year.

### **3. Termination of the lease.**

- The tenancy of an allotment shall terminate whenever the tenancy or right of occupation of the Council terminates.
- The Council may also terminate a lease by re-entry after one-months' notice, having been posted to the last known tenants address (whether it has been legally demanded or not): -
  - If the rent or any part of it is in arrears for not less than 14 days whether legally demanded or not.
  - If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the allotment, at least 3 months have elapsed since the commencement of the tenancy; or
  - If the Tenant becomes bankrupt or compounds with his creditors.
- 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 postal address 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 months' notice the lease will be terminated.
- The Council may also terminate the lease by giving three months' notice in writing, if the land is required for building, mining, or any industrial use, or for roads or sewers needed for these uses. Or any purpose, for which the allotment site has been appropriated under any statutory provision.

### **4. Plot allocations.**

- No Tenant will have the right to more than one allotment. If a Tenant is permitted to have more than one allotment, the Council may give 12 months' notice to quit if the allotment is required for a new Tenant.
- The Tenant must reside within the Parish of St. Mewan Parish. If the tenancy is granted to someone not resident in the Parish of St. Mewan, the Council may give 12 months' notice if the allotment is required for a new Tenant who does live within the Parish boundary.

## **5. Giving up your plot.**

- 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 the inspection prior to a decision regarding the refundable deposit. This will end your agreement for the plot.
- 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 months' rent (pro rata).
- The Tenant 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 deduct any costs incurred from the held deposit, in order to tidy and strim down the plot for the next Tenant.
- All property including sheds/greenhouses must be removed unless there have been suitable negotiations regarding transfer with incoming tenant.

## **6. Moving to another plot.**

- Tenants currently renting plots wishing to up size or downsize, will be given preference over those on the waiting list.
- Tenants wishing to change plots must notify the Council in writing in order that this can be noted on their records to be able to advise you when the size of plot you require becomes available.
  - Tenants CANNOT encroach on adjacent or other plots in the Allotment Garden even if holders see it is not being cultivated.
- You will have to give up your original plot in exchange for the new plot.

## **7. Changes in 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.

## **8. Subletting.**

- The Council reiterates that the Tenant must not sublet, assign, or part with possession of the allotment or any part of it without the written consent of the Council.

## **9. Statutory notices.**

- The Council will give notice to tenants as required under existing statutes.
- 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 the tenant 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.
  - By putting a notice in the local newspaper.

## **10. Right of entry/Power to inspect.**

- The Tenant must observe all rules and regulations relating to the allotment site, that have been or may at any time hereinafter be made by the Council and of which the plot holder shall have been notified.
- Officers of the Council, and others employed by St Mewan Parish Council, or any member of the Council may when directed by the Council, enter, inspect, and carry out maintenance work on your plot/allotment site without notice.
- If the Tenant is found to be in breach of any provision of this Agreement, they 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 from the Tenant's deposit.
- The Council will undertake regular inspections.

## **11. Cultivation and care of your plot/allotment site.**

- 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.
- 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.
  - The tenant shall keep it free from hazards, e.g., broken glass or scrap metal etc.
  - 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. Laminates and chip boards. • Gloss painted timber.
  - Gloss painted timber, laminates and chipboard are not permitted.
- These allotment plots are provided to be **USED/WORKED**.
- 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.
- Rubber or foam backed carpet must not be used, as the backing may rot down releasing harmful chemicals into the soil and causing pollution.
- **Cultivation = 100% at all times either in crop or a condition to accept crop.**

Natural gardens/areas **are not permitted**.

The tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

Not more than 20% of the plot may be given over to fruit trees/bushes and the tenant must ensure that the areas between and surrounding the trees or bushes are kept weed free.

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.

Within 3 months of the grant of the tenancy, you must have at least 25% of your allotment under cultivation.

## **12. Non-Cultivation of plots.**

- The tenant shall keep their allotment in a good state of cultivation, in a neat and tidy condition and used for its purpose.
  - If at any time as the tenant you cannot cultivate, keep in neat and tidy condition and use the allotment for its purpose, it is your responsibility to inform the Parish Council.
- Failure to comply with the rules and regulations will result in the Parish Council issuing you a letter advising you of the breaches and giving two weeks for improvements to be made and asking if there are any mitigating circumstances to be made known to the Parish Council.
- If improvements are made or reasons for noncompliance received in writing at the Parish Office and having been approved by the Parish Council, no further action will be taken.
- Failure to comply with the above will result in a second letter to be sent, the date of this letter being the start of one month's notice of termination of the lease.
- 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.
- The Council reserves the right to levy a charge to recover any costs incurred to reinstate the allotment plot to good order i.e., trimmed down and clear of rubbish for the next tenant, from the held deposit.

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.

## **13. Bringing compost and manure on to the site.**

- Tenants may bring green waste such as hedge/grass clippings and weeds onto their plots for making into compost for use on their plot. Similarly, tenants 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.

## **14. Soils and Minerals.**

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

## **15. Boundary structures.**

- The Tenant shall 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 use their best endeavours to protect any other hedges, fences, and gates of the allotment site.
- Paths and ditches must be kept in good order and clear of obstruction at all times. Paths/ Boundaries between plots must be kept weed free and is the responsibility of the

allotment holder as identified in the plan (tenants will be advised of the plan when more detailed inspection of all boundaries take place).

- The Tenant must not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment plots.
- Fences or hedges may not be erected that are higher than 4 feet.
- If maintenance is not properly carried out, the Council reserves the right to levy a charge to recover any costs incurred.

#### **16. Structures and storage on allotments.**

- Tenants may erect a shed on their plot, subject to terms/conditions laid down by the Council.
- Sheds must be of a commercially available type and approved by the Parish Council.
- They must be kept in good order and comply with existing Health and Safety provisions.
- Cold frames and storage boxes are permitted.
- Fruit cages to standard commercial sizes.
- Greenhouses structures should have a footprint of no more than 9 sq. meters and must be kept in good order and comply with existing Health and Safety provisions.
- Netting tunnels are permitted providing that they must not be let to fall into disrepair or will have to be removed. The netting should be green, brown, or black.
- No polytunnels allowed.
- 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 the Tenant.

#### **17. Rubbish**

- There is no automatic right to rubbish clearance on the allotment site and all dumping whether vegetation waste or any other material is forbidden.
- 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.
- The Tenant 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.
- Any illegal dumping of rubbish on the plots/allotment side must be reported to the St Mewan Parish Council.
- Tenants failing to comply with these conditions could have their leases terminated and be reported under existing legislation regarding the disposal of waste materials.

#### **18. Bonfires.**

- Plot holders 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.

- 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.
- The bonfire must be managed safely at all times and must be left in a safe condition when the plot holder leaves the site.

### **19. Chemicals.**

- 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.
- When using any sprays or fertilizers, the Tenant 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.
  - • Any non-crop related chemicals or fuels.

### **20. Dogs**

- Dogs are permitted providing they are held on a leash. The Tenant must not bring any dog or cause one to be brought into the allotment field, unless the dog is held on a leash, to ensure that they do not stray onto or cause any damage to the allotments.
- The Tenant must also comply with dog fouling by-laws and immediately pick up and dispose of any dog litter.

### **21. Children.**

- Children are very welcome on the allotments, providing they do not cause nuisance to other allotment holders. Their welfare and health and safety are the responsibility of their parents/carers at all times whilst on the site.

### **22. Bees.**

- Bees MAY NOT be kept on an allotment plot.

### **23. Livestock**

- No Livestock is permitted on the allotment plot.

### **24. Parking**

- Any provision by the Council for parking at the site is provided for the sole use of Tenants whilst at their allotment.
- All cars using the parking areas do so at their own risk, the Council will not be held responsible for any damage/theft.
- No overnight parking is permitted.

### **25. Advertisements.**

- The allotment site notice board is for Council and tenants use ONLY for allotment purposes. No notice board is erected as of the date of the Rules and Regulations.
- Fly Posting will not be tolerated.

## **26. 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, ignorance, and persistent or deliberate action.

## **27. Liability.**

- The Tenant is responsible for the provision of adequate and appropriate Public Liability insurance in respect of their personal liabilities associated with operating the allotment garden. Appropriate insurance schemes are available.
- The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
- The Council shall accept no liability to the Tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
- Suitable footwear and clothes should be worn for working the allotment.

## **28. Determination of the Tenancy.**

### Determination on death

- This Tenancy shall determine on the death of the tenant.
- The Tenant's surviving family may continue with the tenancy, with the written consent of the Council and on the signing of a new allotment agreement.

### Determination of termination of the Council's interest

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

### 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).

### 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 the Tenant 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.

### 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 the Tenant:
  - 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 conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
    - If the Tenant becomes bankrupt or compounds with his 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.

## **29. Notices.**

- Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by its Clerk and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by registered letter, or letter sent by the recorded delivery service addressed to them at their last known place of abode, or by fixing the same in some conspicuous manner on the Allotment.
- Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk to the Council at the Parish Council Address.

These regulations override any previous regulations and the Council reserve the right to make alterations to these regulations from time to time subject to the tenant being sent 28 days prior notice to their last known address.

The Council can terminate the tenancy of the plot if it is neglected or if any other rules are breached. The Council will identify neglected allotments and will give written notice to the allotment holder to cultivate the allotment within thirty days, or relinquish their tenancy, unless there are mitigating circumstances such as illness, which has been advised to the Council. Penalties for other breaches will be decided on an individual basis and may result in eviction.

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