

LISKEARD TOWN COUNCIL
PENGOVER ALLOTMENT GARDEN RULES

The Tenant must comply with the following conditions. Failure to do so may result in the tenancy being terminated. The Council's decision is final.

1 Eligibility of Persons to Tenant an Allotment Garden

- 1.1 Any person who is resident within the Liskeard Town boundary. The Tenant will be the person who undertakes work on the Allotment Garden. In the case of joint name application the Tenants will be the two persons who undertake work on the Allotment Garden.

2 Application for Tenancy of an Allotment Garden

- 2.1 Every application for an Allotment Garden shall be made in writing to the Town Council who will record details of the application. All applications will be recorded in date order and where a waiting list occurs, Allotment Gardens will be offered to applicants in strict date order. The Council reserves the right not to offer any applicant an Allotment Garden.

3 Agreements for Letting Allotment Gardens

- 3.1 A tenancy agreement must be entered into between the Council and the Tenant on take up of tenancy of an Allotment Garden, at which time a copy of these rules will be supplied to the Tenant.
- 3.2 The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the Allotment Garden.

GENERAL CONDITIONS OF TENANCY

4 Rent

- 4.1 To pay the rent hereby reserved in advance on the 1 day of October in every year during the continuance of this tenancy without any deductions whatsoever.

5 Probationary Six Months

- 5.1 On first take up of an Allotment Garden tenancy it is subject to a probationary period of six months during which if it appears to the Council that the Tenant has not duly observed the rules or any other term or condition of the tenancy a notice to quit within twenty-eight days will be issued.

6 Change of Address

- 6.1 Tenants of Allotments Gardens should inform the Council of any relevant change of address.

7 Cultivation and use of Allotment Gardens

- 7.1 To use the allotment garden as an allotment garden and for no other purpose without the prior written consent of the Council.

- 7.2 The tenant will keep the allotment garden clean, tidy, well manured and in a good state of cultivation and fertility. Cultivated plants should be maintained in active healthy growth and measures taken to minimise the growth of invasive or noxious weeds.
- 7.3 "Individual Plotholders are not permitted to have bonfires. Up to four communal bonfires are permitted, between 1 October and 31 March each year, provided that all Plotholders are informed and invited to use the bonfires to dispose of "green waste".
- 7.4 The tenant will not underlet assign or part with the possession of the allotment garden or of any part thereof without prior consent in writing of the Council.
- 7.5 The tenant will not without prior written consent from the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay. This does not affect routine pruning of the Tenant's own vegetation on the Allotment Garden, or keeping every hedge that forms part of, or abuts the Tenant's allotment garden cut and trimmed. Any hedges not cut and trimmed will be tidied by the Council and the cost debited to the Tenant.
- 7.6 Not to erect any fence, barbed wire or similar material in such a manner as to impede or restrict any path which may reasonably be expected to be used to provide access to other legitimate users of the Allotment Gardens.
- 7.7 Tenants will not bring or use any galvanise, sheeted iron or similar material on the Allotment sites, however any such materials already in situ on allotment structures may be retained if in good order.
- 7.8 Written permission must be obtained from the Council, to plant any trees or fruit bushes or any crops, which require more than twelve months to mature.
- 7.9 Not to deposit or allow other persons to deposit on the Allotment Garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in such cultivation) or place matter in the hedges situate in the said allotment site or in any adjoining land.
Containers used to hold such material must have a top cover or lid. Vegetable matter and household waste should be thoroughly rotted before use on the Allotment Garden to prevent it being an attractant to vermin.

8 Animals

- 8.1 No animals including dogs may be brought onto the allotment site.

9 Conduct and Disputes

- 9.1 Aggressive behaviour will not be tolerated. The tenant will not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any footpath set out by the Council for the use of Tenants of the Allotment Gardens within the said allotment site.
- 9.2 Disputes between Tenants or any other occupier of an Allotment Garden in the Allotment Field shall be referred to the Council and the decision of the Council will be binding on all Tenants / occupiers involved in the dispute.

10 Paths

- 10.1 Grass paths between Allotment Gardens forming part of the infrastructure of the Allotment field should be cut and trimmed up to the nearest half width by each adjoining Tenant and maintained at a width of 2 feet (600 mm). Hedges forming part of or abutting the Tenants Allotment Garden should also be cut and trimmed. Tenants will not use chemical sprays to kill vegetation on paths or hedges.

11 Sheds Buildings & Structures

- 11.1 The Tenant must obtain written permission from the Council to erect any building on the Allotment Garden. In applying for consent, particulars of the size, materials proposed to be used and the position of the structure will be detailed. Any structure on the Tenant's Allotment Garden must be maintained in a good state of repair.
- 11.2 When a tenancy has terminated the outgoing Tenant will be liable to remove structures or items as remain on the allotment to enable it to be re-let to another Tenant without warranting undue costs to the Council, this to be achieved within fourteen (14) days of the termination date. Any cost incurred by the Council clearing such items shall be billed to the outgoing Tenant.

12 Notice Boards & Advertisements

- 12.1 The Tenant shall not erect any notice or advertisement upon the Allotment Garden

13 Power to inspect Allotment Gardens

- 13.1 Any officer or other agent or representative of the Council may enter on the Allotment Garden and inspect the condition thereof and of any building erected or being erected thereon.

14 Additional Rules

- 14.1 Only the tenant or persons with their express permission are permitted on the Allotment Garden.
- 14.2 The Tenant shall yield up the Allotment Garden at the termination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained; otherwise charges will be incurred for making good.
- 14.3 To observe and perform any other special conditions which the Council consider necessary to preserve the Allotment Garden from deterioration and of which notice shall be given to the Tenant in accordance with this agreement.

15 Termination of a Tenancy of an Allotment Garden

- 15.1 The Tenant is required to give the Council one month's notice to terminate the Allotment Agreement.
- 15.2 In order for a tenant to be repaid their deposit the appropriate notice will need to be given, the plot left in a clean and tidy condition and the allotment key returned.

- 15.3 Anyone moving residence to outside the parish will need to terminate their Allotment Agreement as they will be no longer eligible to be a tenant.
- 15.4 The tenancy shall terminate upon the death of the tenant. The council may use its discretion to allow the deceased's spouse/partner continued tenancy of the Allotment Garden subject to usual rules and conditions.
- 15.5 By either party giving to the other twelve months' previous notice in writing on or before the sixth day of April or on or after the twenty-ninth day of September in any year.
- 15.6 By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of same for agriculture) for which it has been appropriated under any statutory provision or (ii) for building, mining or any other industrial purpose or for roads or sewers necessary in the connection with any of these purposes.
- 15.7 By re-entry by the Council at any time after giving one month's notice in writing to the Tenant: -
- (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or
 - (ii) If it appears to the Council that there has been a breach of the conditions obligations on the part of the Tenant herein contained;
- 15.8 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant either personally or by leaving it at his last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post letter to the Clerk of the Council for the time being. In the case of joint named tenancy service of any notice to either named tenant will be deemed compliant with these rules.
- 15.9 If a Tenant fails to keep an Allotment Garden assigned to them in a good state of cultivation, a "Notice of Non-Cultivation" shall be served giving the Tenant twenty eight days to comply with the Allotment Garden Rules. Failure to comply will result in termination of the agreement.
- 15.10 Should a breach of tenancy occur due to factors other than Non-Cultivation or Probationary period, a "Notice of Non-Compliance" shall be served giving the Tenant twenty eight days to comply with the Allotment Garden Rules. Failure to comply will result in termination of the agreement
- 15.11 Any Tenant of an allotment Garden may receive only two Notices of either Non-Cultivation or Non-Compliance (as 15.9 and 15.10 above) during the lifetime of the tenancy agreement. Following a third failure to comply with the rules, the Council shall be entitled to terminate the tenancy.

16 Repeal of Rules Previously in Force

- 16.1 These rules supersede any previous rules in force on Allotment Gardens or land managed in a similar way by the Council.

17 Additions to Allotment Garden Rules

- 17.1 The Council may add additional rules as are necessary to maintain the Management of the Allotment Gardens and will advise Tenants by the most expedient manner.

18 Definitions and Terms

Council means Liskeard Town Council and includes any Committee of the Council or Council Officer.

Rules mean these Terms and Conditions, "Allotment Garden Rules" as detailed in this document.

Allotment Garden means an area of land primarily used for the production of vegetables, fruit and flowers. It may include paths, boundary hedges and structures. It may also be referred to as site, plot or field. It will have a designated field number and approximate size as part of the tenancy agreement.

He means he/she, his/him or her/hers.

Tenant and occupier are interchangeable terms – referring to the specific signatory of this Agreement