



St Ives Town Council Allotment Policy 2021

Legal Context

This policy is subject to the Allotments Acts 1908 to 1950.

Plot Sizes and Allocations

The Trowan allotment has 73 lettable allotment gardens, consisting of 60 full size plots or 120 metres square and 13 half or reduced size plots. No tenant has a contractual right to more than one plot. If a tenant is permitted to have more than one plot, the Council reserves the right to ask for one to be released, by giving 12 month's notice to quit.

Plot allocations

The Council maintains a waiting list. Anyone wanting to join the waiting list must provide evidence that that they reside permanently in the parish of St Ives. If there is no eligible applicant living permanently in the parish, on the waiting list, the Council reserves the right to waive certain eligibility criteria, in order to let the plot. For example, letting a plot to an applicant who does not reside permanently in the parish or permitting an existing plot holder to let more than one plot. However, in such circumstances, the Council reserves the right to take back the plot by giving 12 month's notice, if the allotment is subsequently required for a new tenant who does meet the eligibility criteria.

Rent

The Tenant must pay the rent due, in advance, on or before the 29th day of September each year and to pay all outgoings that arise as a result of the use of the plot.

Where quarterly payments are permitted, the Tenant must pay the instalment due, in advance, on or before the 29th day of September each year and on or before subsequent quarter days (29 December, 29 March, 29 June).

Rent Review

The rent is reviewed annually and may be varied by the Council by giving notice to the Tenant on or before the 1st day of March in any year of the tenancy. The notice shall state the annual rent to be payable for the plot / plots occupied by the Tenant.

Use

The Tenant must use the Allotment as an allotment garden only for the production of fruit, vegetables and flowers for domestic consumption within their household and for no other purpose. The Allotment must not be used for storage of vehicles, goods or substances not associated with the allotment use.

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.

The Tenant shall commit to observing all rules and regulations relating to the allotment gardens that have been or may be made at a future date by the Council. The Council undertakes to notify all plot holders of changes to rules, policies and regulations in a timely way. Information will be provided in writing and published on the allotments noticeboard and the allotment association shall also be advised.

The Tenant will permit any member, officer or agent of the Council at any time to enter upon and inspect the plot and any building erected or being erected on the plot. If the Tenant is found to be in breach of any provision of their tenancy agreement, they will be given reasonable notice to put right the breach. Should the Tenant still have not rectified the situation after a reasonable period, the Council reserves the right to take action and recharge the costs of doing so direct to the Tenant as arrears of rent.

Legal obligations

The land is leased to St Ives Town Council from a third party. The lease includes a number of lease terms. In entering into the lease, the Tenant is also required to comply with the terms of the Lease under which the Council hold the land. A plain English summary of the Council's lease terms is appended.

Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden. Examples include, but are not limited to, obstructing other plots, depositing refuse, failing to cultivate plots to the extent that they become overgrown and encourage weeds to germinate and spread, block any path set out by the Council for the use of all occupiers of the allotment gardens, failure to maintain the relevant section of the path as required, excessive use of watering, flytipping or leaving waste in the carpark areas, bringing dogs onto the site.

Cultivation

The Tenant must keep the Allotment clean, free from weeds and maintain it in a good state of cultivation and fertility and good condition, and must keep any pathway included in or abutting on the Allotment (or, in the case of any pathway abutting on the Allotment and any other allotment garden, the half-width of it), reasonably free from weeds, pests and disease, using techniques which do not cause long term environmental damage.

No foam backed carpets are to be used on the Allotment.

Sprays

Allotment tenants are encouraged to consider alternative control options before choosing to use sprays.

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 possible select and use chemicals, whether for spraying, seed dressing or for any other purpose, that will cause the least harm to the public, game birds and other wildlife; and
- Comply at all times with government regulations

Bonfires

All efforts should be made to dispose of allotment waste in an environmental way such as composting. If a bonfire is the only practicable option of disposal of Allotment garden waste, the following guidelines should be followed:

- Only burn dry material
- Never burn household rubbish, rubber tyres, or anything containing plastic, foam or paint
- Never use old engine oil, meths or petrol to light the fire or encourage it
- Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still

days and in the evening

- Be considerate to neighbours – if it is windy, smoke may be blown into neighbours' plots and across roads
- Never leave a bonfire unattended.
- Before lighting, please remember to check for hedgehogs and other wildlife.

Boundary structures

The Tenant shall keep every hedge that forms part of the boundary of the Allotment garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on the Allotment garden, and use their best endeavours to protect any other hedges, fences or gates in the allotment field.

The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.

Buildings and fences

The Trowan allotments are within the Area of Outstanding Natural Beauty and can be seen in distant views from the surrounding landscape. For this reason, the National Trust has legal controls (**called restrictive covenants**) on the land which prevent anyone erecting anything on the land without their consent. As the leaseholder, the Council takes responsibility for enforcing this covenant. This means that the Tenant must not erect any building, structure or fence on the Allotment without the written consent of the Council. Sheds are only permitted on individual plots if they are modest in size (approximately 9 feet x 7 feet, 2.74m x 2.13m). Buildings must, wherever possible blend into the landscape, for example by digging down and painting it in a muted colour palette. No concrete foundations should be laid. The Council may ask Tenants to remove or modify any building or fence erected without its consent and, if this isn't done within a reasonable timescale, may be removed by the Council. In these circumstances, no compensation is payable and the costs of removal may be recovered by the Council from the Tenant as rent in arrears.

In addition to limits on the erections of buildings and structures, the glare from excessive glass and visibility from distant views means that the erection of glass houses or individual poly tunnels is not permitted. The use of barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens is also not permitted.

Refuse

The Tenant is encouraged to compost all suitable material on their site. Apart from compost or manure in reasonable amounts for use on site, Tenants must not fly-tip, deposit, or allow others to deposit any refuse on their plot or any part of the allotment field or carpark, including hedges and ditches. All unwanted materials, rubbish and other waste must be cleared away from the plot and not be left on any part of the site or carpark.

Animals

All dogs on the allotments and adjacent land must be kept under control and on a lead at all times. Any dog faeces must be removed responsibly.

The Tenant shall not keep any livestock on the Allotment, unless permitted by law and having sought the prior written consent of the Council. If granted, the Tenant will be responsible for ensuring that livestock are securely contained in a humane structure and cared for to the entire satisfaction of the Council. The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to the keeping of livestock.

Bee-hives are permitted with the Council's consent and the Tenant shall be responsible for ensuring proper management to minimise nuisance to other allotment holders.

Disputes

The Tenant agrees that any dispute between Tenants of Allotment gardens shall be referred to the Council, whose decision shall be final.

Parking

Any provision by the Council for parking at the site, is provided for the sole use of Tenants whilst at their Allotment. No overnight parking in the carpark is permitted. No parking is permitted on the Allotment field. In exceptional circumstances, for example to enable lorry deliveries of materials or goods, vehicles may drive onto the central area of the allotment field. But private vehicles are only permitted onto the allotment field in exceptional circumstances and shall always be at the Owner's risk and the Council shall accept no liability.

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 and further information is available from the Council and from the Allotments Association.

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 or damage to or theft from any vehicles driven or parked on the Allotment Field or the adjacent carpark.

Ending the Tenancy

The Tenancy runs for a period of 12 months. Except where the Council ends the tenancy in the circumstances set out below, the tenancy can be renewed annually. If the Tenancy is ended "determined" the Tenant must give up the Allotment, ensuring that it is left in good condition and all rubbish, materials and structures are removed.

Giving Notice and Examples of When the Tenancy Might End

Illness or death

In the event of the Tenant's death or incapacity through illness, 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.

Giving Notice

Either party can end the Tenancy by giving 12 months' notice in writing. As the annual rent is due on the 29th September each year, allotment law states that notice must be given on or before the 6th day of April or on or after 29th day of September in any year. (*Allotment Act 1992 s1(1)(e)*)

Special Circumstances

In some special circumstances, the Council can give a Tenant three months' notice to end the Tenancy:

- If it's needed 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.

Breach of Tenancy Conditions

If a Tenant breaches the Tenancy conditions, other than for rent arrears, the Council will take action by following the process below:

Initial Warning Letter (stage 1)

The Council will write to the Tenant explaining the issue and how the Tenant can resolve a breach of their conditions. Typically, this relates to a failure to cultivate the plot and the Tenant will be given a month to make demonstrable progress and show evidence of cultivation. The Council will inspect the plot after 30 days. If the Tenant has not made any progress and there is no evidence of cultivation, the Council will issue a final warning letter.

Final Warning Letter (stage 2)

The Tenant will be granted a final 30 days in which to make good the issues. If there is still no noticeable sign of improvement following a final inspection, the Council will issue a Notice to Quit.

Any representations the Tenant wishes to make must be made during this period. No representations or right of appeal will be heard, once the Notice to Quit has been issued.

Notice to Quit (stage 3)

Upon receiving a Notice to Quit, the Tenant has 30 days in which to clear their plot, remove all personal goods, structures, tools and rubbish from the plot and leave it in a clean and tidy condition. If the Council needs to remove excessive rubbish, materials or structures from the site following a NTQ, it reserves the right to charge for this and recover its costs through the small claims court.

The Council can issue the Tenant with a Notice to Quit their tenancy by giving them one month's notice in writing in the following circumstances:

- The rent is unpaid or in arrears for over 40 days.
- For a breach of the conditions set out in this policy and or in the Tenancy agreement. If the breach relates specifically to the cultivation of the allotment, a Notice to Quit will only be issued if the Tenant has held the Tenancy for at least 3 months.
- If the Tenant becomes bankrupt
- There is clear evidence of abandonment

Although a number of initial warning letters might be issued to a Tenant throughout their Tenancy, only one final warning letter can be issued in any one year. A failure to make progress after a second initial warning letter issued within any one year will result in the issue of a Notice to Quit.

Notices

Any notice required to be given by the Council to the Tenant will be signed on behalf of the Council by the Town Clerk and may be served on the Tenant either personally or by leaving it at their last known address, or by fixing the same in some conspicuous manner on the Allotment.

The Tenant can give notice to the Council in writing by sending it in a prepaid post letter to the Clerk to the Council at the Council Offices.

St Ives Allotments Association

All Allotment Tenants are encouraged to become members of the St Ives Allotments Association – contact details are available from the Town Council office on request.