



St Ives Town Council

St Ives Town Council Allotment Policy

Procedure File Status

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Review Record

Date	Type of Review Conducted	Stage Completed	Summary of Actions Taken or Decisions Made	Completed By
July 2021	Full		Review all policies and procedures	Town Clerk and C&E Committee
July 2026	Full		Full review of criteria, guidance and tenancy agreement	Town Clerk and C&E Committee

St Ives Town Council

Allotment Policy 2026

1.0 Introduction

St Ives Town Council maintains allotments for the benefit of residents of the St Ives Parish. The allotment site is situated at Trowan and lies within the Penwith Area of Outstanding Natural Beauty at Trowan Farm, St Ives, TR26 3AE.

This policy sets out the Council's approach to managing its allotments in accordance with its legal obligations and in the interests of all plot holders and the wider community. It should be read alongside the Council's Standard Tenancy Agreement and any site rules in force from time to time.

2.0 Legal Context

The Council's allotment functions are governed principally by the following legislation:

- Small Holdings and Allotments Act 1908 — places a duty on councils to provide a sufficient number of allotments where demand exists, and to let them to residents at a reasonable rent. It also provides powers to acquire, improve and manage allotment land, and to appoint managers (s.29).
- Allotments Act 1922 — defines an 'allotment garden' as land not exceeding 1,011.71 square metres (approximately 40 poles or 0.25 of an acre), cultivated wholly or mainly for the production of vegetables or fruit for personal and family consumption, and provides tenants with security of tenure. It also establishes tenants' rights to compensation on termination (s.3).
- Allotments Act 1925 — requires the consent of the Secretary of State before statutory allotment land may be sold, appropriated, or converted to another use (s.8). It also prohibits the use of allotments for commercial purposes.
- Allotments Act 1950 — increases the minimum notice to quit served by a council on a tenant to 12 months (expiring on or before 6 April or on or after 29 September in any year). It also provides for compensation for disturbance (s.3) and limits the amount of rent payable in advance.
- Local Government Act 1972 — governs the general powers and administration of the Council, including powers of land acquisition (ss.125–126) and exemption from non-domestic rating for allotment land (s.51, Local Government Finance Act 1988).
- Agricultural Holdings Act 1986 — may apply to any allotment plot used for commercial cultivation with the Council's knowledge, giving the occupier security of tenure under that Act. This reinforces the importance of ensuring all plots are let and used strictly as allotment gardens.
- Agricultural Tenancies Act 1995 — relevant where allotment land is temporarily let for agricultural (grazing or mowing) purposes (see Section 12).
- Environmental Protection Act 1990 (Part 2A) — provides the framework for identifying and managing contaminated land.

The Council will ensure that it acts in compliance with all relevant legislation and any guidance issued by the National Association of Local Councils (NALC), the Society of Local Council Clerks (SLCC), and the National Allotment Society (NAS).

3.0 Purpose and Objectives

The Council's objectives in managing its allotments are:

- To meet its statutory duties to provide allotment gardens for residents of the parish where sufficient demand exists.
- To maintain the allotment site to a reasonable standard and ensure it is safe for all users.
- To promote the health, wellbeing, and community benefits associated with allotment gardening.
- To manage the site in a manner that respects the AONB, its environment and additional requirements of the freehold site owner and the National Trust
- To deal transparently and fairly with all applicants and tenants.

4.0 Eligibility

To be eligible to hold an allotment tenancy, an applicant must:

- Be at least 18 years of age.
- Reside within the St Ives and be a Council Tax Payer
- Not already hold an allotment tenancy with the Council

Allotment applications must be made in the name of a single individual. Joint applications or applications on behalf of a household will not be accepted. The Council shall maintain an up-to-date register of tenants.

5.0 Plots

The Trowan allotment site has 84 lettable allotment gardens, consisting of 52 full size plots or 120 metres square and 32 half or reduced size plots. No tenant has a contractual right to more than one plot. The Council may, at its absolute discretion choose to grant additional plots for operational reasons. However, the Council reserves the right to use powers under the act to recover any additional plots, by giving 12 months' notice to quit.

6.0 Applications and Waiting List

Applications for an allotment plot must be made using the Council's standard application form, which can be accessed via the Council's website or as a hard copy, upon request.

The Council will maintain a waiting list and allocations will be made in date order of receipt of a completed application, subject to eligibility.

7.0 Plot Allocations

When a plot becomes available, the applicant will be given the opportunity to view the available plot before committing to a tenancy.

The plot will be offered to the first eligible person on the waiting list, subject to the following

- i) A pre-tenancy discussion with the Allotments Officer
- ii) Signing a tenancy agreement and acceptance of the terms
- iii) Advance payment of the annual rent
- iv) Payment of a £40.00 administration fee and
- v) Payment of a refundable deposit of £50.00, (returned following a satisfactory final condition inspection)

If an offered plot is declined, or if the applicant fails to return a signed Tenancy Agreement and initial rent payment within 14 days of the offer, the plot will be offered to the next eligible person on the waiting list. The original applicant will be returned to their position on the waiting list. The Council reserves the right to remove an applicant from the waiting list where the applicant has declined three offers.

The Council will review its waiting list annually and will write to applicants to confirm their continued wish to be included. Applicants who do not respond within 28 days may be removed from the list.

Exceptions to the Eligibility and Allocations Policy

Should there be no eligible applicant living in the parish, on the waiting list, when a vacancy arises, the Council reserves the right to depart from the policy, in order to allocate the vacate plot, in the most expedient way. Options may include

- through advertisement,
- through waiving residence criteria or
- offering an additional plot to an existing tenant. However, in such circumstances, the Council reserves the right to take back the plot by giving 12 months' notice, if the allotment is subsequently required for a new tenant who meets the eligibility criteria in full.

The Council may, at its discretion, give preference in allocation to persons with additional needs, provided that the overall allocation system remains transparent and is consistently applied.

8.0 Rent

For existing tenants, the annual rent due must be paid before the 31st of October each year, upon receipt of a valid invoice. The tenant must also pay all outgoings that arise as a result of their use of the plot.

In some circumstances, the Council may be willing to agree payment by quarterly instalments, but this will be at the Council's absolute discretion and the Council's written approval must be given. Should approval be granted, 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.

9.0 Use

The Tenant must use the Allotment as an allotment garden only, for the production of fruit, vegetables and flowers for domestic consumption 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, which 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. Any policy changes which impact upon a tenant's occupation of the plot, or the site will be provided in writing, to the last known address, published on the allotments noticeboard and the allotment association will 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.

10. Other Legal Obligations

The land is leased to St Ives Town Council from a third party. The lease (the Head Lease) includes a number of lease terms, which the Council is contractually required to comply with. The Council is also required to, ensure that individual Tenants comply with the terms of the Head Lease under which the Council holds the land. A plain English summary of the Council's lease terms is appended.

11. 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, if required, excessive use of watering, failure to follow terms in relation to the keeping of livestock, unauthorised parking of vehicles, fly tipping or leaving waste in the carpark areas, bringing dogs on to the site other than in accordance with the policy.

12. Cultivation

The Tenant shall keep the Allotment clean, reasonably free from weeds, pests and disease and maintain it in a good state of cultivation and fertility and in good condition. In doing so, they shall endeavour as far as is practicable to use techniques, tools, materials and

equipment which do not cause long term environmental or structural damage or become a nuisance to others.

They must adhere to any plot boundaries and fences, set out by the Council and not move or alter them, without written consent. Nothing shall be affixed or grown up any external boundary fence. Should a Tenant wish to grow plants at the boundary, a vertical structure should be erected within the Allotment for this purpose.

The Tenant must not obstruct pathways or permit them to become overgrown from vegetation on their own plot. If common paths become overgrown or obstructed through the actions of the Tenant, the Council may require them to rectify this at their own expense.

The Tenant shall demonstrate clear evidence of activity within the allotment garden and have at least 50% of the plot cultivated within the first six months, rising to 75% within the first year of tenancy. This should be maintained consistently thereafter and should include vegetables and fruits. The cultivation of flowers is permitted, provided that it remains incidental to the primary purpose of the allotment garden, which is the production of fruit and vegetables.

13. Waste, Chemicals and Health and Safety

Health and Safety

Tenants are responsible for the safety of themselves and any other person present on their plot, whether with or without their permission. They must not bring waste or harmful materials onto the Allotment site or Plot.

Use of Fertilisers, Herbicides and Pesticides

Allotment tenants are encouraged to consider alternative and more environmentally friendly control options before choosing chemical measures, and in any event, these must always be lawful.

When using any treatment, 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 best horticultural practice, government and manufacturers' guidelines and regulations.
- All products for these purposes shall be stored safely and securely at all times.

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, Fly-tipping or the depositing of any refuse on their plot or any part of the allotment field or carpark, including hedges and ditches (or allowing others to do so) is strictly prohibited and will result in the immediate termination of the tenancy. 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.

The use of the following are also not permitted

1. foam backed carpets or synthetic materials as weed suppressants
2. barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.
3. Glass houses, glass product or any glazing.

Bonfires

All efforts should be made to dispose of allotment waste in an environmental way such as composting. Bonfires should be used as a last resort where they are the only practicable option of disposal of Allotment Garden waste. In such cases, the following guidelines must always be followed:

- Only burn dry material
- Never burn household rubbish, rubber tyres, or anything containing plastic, foam or paint
- Never use any chemical accelerant, for example 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.
- Keep fires well clear of boundaries and wooden structures
- Before lighting, please remember to check for hedgehogs and other wildlife.
- All fires must be responsibly extinguished and the remains and ashes cleared and removed from site.

14. Boundary structures

The Tenant shall keep any hedge that forms part of the internal 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. They should use their best endeavours to protect any other hedges, fences or gates in the wider 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.

Restrictions on the Erection of Buildings. Fences and other Built Structures

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 imposed legal controls (called restrictive covenants) on the land. The covenants prevent the Council (and all its tenants) from erecting anything on the land without 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.

In all cases, buildings structures and fences must be directly related to the use of Allotment as a plot for the cultivation of fruit, flowers and vegetables and not primarily for recreation and leisure, for example patios, barbeques or fountains should not be installed and. 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 mean that the erection of glass houses or individual poly tunnels is not permitted.

15. Animals

All dogs on the allotments and adjacent land must be always kept under control and on a lead. Dog owners are responsible for ensuring that all dog faeces are promptly collected and disposed of in an appropriate manner. Tenants are also bound by the policy requirement not to cause any nuisance to other plot holders in terms of their dog's behaviour.

Under s.12 of the Allotments Act 1950, tenants have a legal right to keep hens (but not cockerels) and rabbits on their Allotment, provided that they are not kept by way of trade or business and not in a manner that is prejudicial to health or constitutes a nuisance.

To ensure compliance with the law, the Tenant shall seek the prior written consent of the Council before proceeding. 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.

Bees

Beehives are permitted only with the Council's prior written consent. Consent shall only be granted if the following conditions are satisfied:

1. The Tenant holds Public Liability Insurance for this purpose and is a member or is affiliated with the British Beekeepers Association
2. Following consultation with neighbouring Tenants and the Allotment Association, which has established that no adjoining tenants are allergic to bees and there are no other health and safety concerns
3. A management plan is in place, which sets out how the Tenant will ensure proper practices and management arrangements are followed, in order to promote bee welfare and to minimise nuisance to other allotment holders.

At the end of the tenancy, the Tenant is responsible for the removal of all livestock housing and for ensuring that any livestock are responsibly rehomed in accordance with safe and proper practices.

16. Parking

Vehicles can only be parked within the identified area of the site carpark. This facility is provided for the sole use of Tenants, whilst at their Allotment. No overnight parking in the carpark is permitted.

Driving vehicles onto the Allotment field and parking them there is not permitted at any time. Should any Tenant choose to breach this policy, the Council will accept no liability whatsoever for any damage or injury sustained.

Tenants with Limited Mobility

Tenants who have reduced mobility should discuss options and adjustments with the Council, including scope to allocate an Allotment plot near the carpark.

In exceptional circumstances, vehicles necessary to deliver goods and materials onto the site are permitted to drive onto the central area of the allotment field. However, Tenants are encouraged as far as possible to carry goods and materials onto this site using barrows trolleys etc.

17. 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.

18. Inspections

The Council will carry out periodic inspections, together with a representative from the Allotments Association. These will be scheduled for each quarter. Tenants will be given reasonable notice of inspections and have the right to attend. The inspections will be carried out, in accordance with a checklist, which is appended to this policy.

The Council will write to the Tenant advising if the plot has failed. Where an Allotment has failed the inspection, the Tenant will be given reasons and advised of how to remedy any breach. They will be given a reasonable time, up to three months, to rectify any identified issues. The plot will then be subject to re-inspection, typically at the next quarterly inspection. In some certain circumstances, the Council reserves the right to re-inspect within a month and consider termination for breach of conditions.

Examples include (but are not limited to) multiple failures, where it is deemed that the failure is so significant as to constitute a nuisance or where it has not been possible to engage or communicate with the Tenant, such that it may be deemed that the Allotment

has been abandoned.

19. Ending the Tenancy

The Tenancy runs for a period of 12 months.

Notice by the Tenant

The Tenant may end the tenancy by giving the Council a minimum of 8 weeks' notice in writing. The tenant should ensure that they have received an acknowledgement and confirmation in writing.

If the Tenant gives notice, the Council will conduct a final inspection within the notice period. The plot will be determined to have 'passed' or 'failed'. If failed, the allotment holder will have two weeks to put right any issues highlighted within the final inspection. Any failings, which have not been remedied by the end of the tenancy, will be carried out by the Council in default and the Council reserves the right to retain the £50.00 deposit as a contribution to its costs. Should the costs be in excess of the refundable deposit, the Council also reserves the right to recover these in full from the outgoing tenant

Notice by the Council

The Council may terminate a tenancy by serving not less than 12 months' written notice to quit, expiring on or before 6 April or on or after 29 September in any year, in accordance with the Allotments Act 1950.

The Council may also terminate a tenancy by serving one month's written notice if

- The rent is unpaid or in arrears for 40 days or more
- Three months after the commencement of the tenancy, the tenant has failed to comply with the rules or conditions of the tenancy
- There is clear evidence of abandonment
- The Tenant becomes bankrupt
- The tenant has ceased to reside within the Parish

Any notice to quit must be signed by the Town Clerk and sent recorded delivery. The Council will accept payment of any rent arrears outstanding at the date of the notice but not new rent payments.

Should a tenant fail to vacate their plot after the expiry of a valid Notice to Quit, the Council is entitled to take possession of the plot. Court proceedings may however be brought to recover any rent arrears.

In the event of the tenant's bankruptcy, or other breach of the Tenancy Agreement, the Council may re-enter the plot and the tenancy will thereupon terminate, without prejudice to the Council's right to claim damages or recover any unpaid rent.

Except where the Council ends the tenancy for a breach of tenancy conditions, as set out below, it may end a tenancy in the following circumstances:

Special Circumstances

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, subject to them residing within the parish.

The Council may end the tenancy by giving the Tenant 12 months' notice in writing, unless there is a breach of tenancy, in which case the Council will take action by following the process listed under 'Breach of Tenancy Conditions'.

As the annual rent is due on the 29th of 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)).

Other Special Circumstances

Other circumstances the Council can give a Tenant notice with a reduced notice period as follows:

- 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.

20. 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 breach and how the Tenant can resolve it. 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, where the Tenant fails to respond to communications from the Council. 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, or where the Tenant fails to respond to communications from the Council, 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 Notice to Quit, it reserves the right to charge for this and recover its costs through the small claims court.

Notices

Although a number of initial warning letters may be issued to a Tenant throughout their Tenancy, only one final warning letter can be issued in any one Tenancy year. Failure to rectify a breach (or the case of cultivation to make progress), or where the Tenant fails to respond to communications from the Council, after a second initial warning letter issued within any one year, will result in the issue of a Notice to Quit being served.

21. Disputes

Any dispute between a Tenant and the Council arising from this policy or the Tenancy Agreement should, in the first instance, be raised in writing with the Allotments Officer and the Council will seek to resolve the matter informally. Where informal resolution is not possible, the matter will be treated as a formal complaint and resolved in accordance with the Council's adopted complaints policy.

Disputes between tenants should, wherever possible, be resolved between the parties or with mediation and support provided by the Allotment Association. Where a dispute cannot be resolved and it affects the use and enjoyment of the allotment site. The Tenant shall agree that any dispute between Tenants of Allotment gardens shall be referred to the Council, whose decision shall be final.

22. 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.

Appendix

Inspection Checklist:

Detailed below is the inspection checklist that a Council Officer follows whilst inspecting the plot. They also take pictures for our records.

Allotment Inspection Checklist

Cultivation	
Is the majority of the plot being cultivated, cropped and harvested?	Y/N
Access	
Is access to the plot clear and level?	Y/N
Weeds	
Are weeds going to seed or out of control?	Y/N
Waste	
Are there waste materials on site (in particular inorganic)?	Y/N
Dangers	
Is there anything dangerous on or around the plot (fires, structures, tools and machinery)?	Y/N
Result	
What is the result of your inspection? If failure, leave notes for the tenant.	(Passed, Monitored, Failed)
Notes	