



Calstock Parish Council

Allotment Regulations

2022

Allotment Regulations

1. The council shall let to the Tenant for him/her to hold as tenant from year to year the allotment(s) numbered Plot in the Council's Register of Allotments (being part of the allotments provided by the council at Crow Lane, St Ann's Chapel, Gunnislake).
2. The tenant shall pay a yearly rent of **price on request** by the last day of January in each year. In their first year, new tenants shall also pay a fee of £50 which will act as a deposit, refundable if the plot is left strimmed, tidy and with all rubbish removed.
3. The tenancy may be terminated by either party to this agreement serving on the other one month notice to quit.
4. The tenant shall, during the tenancy, reside within the Parish of Calstock.
5. The tenant shall, during the tenancy, carry out the following obligations:-
 - 5.1 The allotment garden shall be kept in a clean, decent and good condition and properly cultivated. Stones removed from the garden should be moved to any area designated for their disposal.
 - 5.2 The tenant shall cause no nuisance or annoyance to any tenant of any part of the allotments provided by the council.
 - 5.3 No livestock or poultry of any kind shall be kept upon the allotment.
 - 5.4 No dog shall be kept on the allotment. Dogs are only permitted when accompanied by allotment holders and must be kept under control at all times.
 - 5.5 The tenant shall neither assign the tenancy or sub-let or part with the possession of any part of the allotment garden.
 - 5.6 The tenant shall not erect any building or other permanent structure or fence on the allotment garden without first obtaining the written consent of the council.
 - 5.7 The tenant shall maintain the garden and any fences and borders in a decent order and shall trim any hedge, which borders the allotment garden.
 - 5.8 The tenant shall not without first obtaining the written consent of the council cut, lop or fell any tree growing on, or bordering, the allotment garden.
 - 5.9 The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself/herself and his/her family.
 - 5.10 The tenant shall, at all reasonable times, permit the inspection of the allotment garden by an officer of the council.
 - 5.11 The tenant shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of the tenants of the allotment garden.
 - 5.12 The tenant must not burn any rubbish that is not from the allotment, only burn plant material, rubbish should neither be burnt on site or brought onto the site for burning. Non-

plant material should be removed from the site for disposal. The tenant must keep any bonfires under control and ensure they are extinguished before leaving the site. Care must be taken not to cause any smoke nuisance to other plots or neighbouring properties.

5.13 Remove all rubbish from the allotment site including when taking over an allotment plot, and ensuring the car parking area is kept clear of vegetation and other waste

6. The council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment gardens.
7. If the tenant shall have been in breach of any of the foregoing provisions of this agreement for a period of one month or longer the council may re-enter upon the allotment garden and the tenancy shall thereupon come to an end but without prejudice to any right of the council to claim damages and without further notice, recover any costs incurred by the Council in correcting the breach.
8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950, but if the tenant shall have been paid or promised any compensation by an incoming tenant of the Allotment Garden the tenant shall before claiming any compensation from the council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
9. Any notice required by this agreement to be given to the council shall be delivered to or sent by post to the Clerk to the Council and any notice to be given to the tenant shall be treated as sufficiently served if left or delivered by recorded post at the address at the head of this agreement.
10. The Parish Council are phasing out single-use plastic items across many parts of the council. The Council will endeavour not to use any plastic materials on the allotment site and allotments holders are encouraged to seek alternative, sustainable materials for use on their allotment plots.

Payment of invoice will be taken as notification that you agree to the terms of the tenancy agreement

Signed.....Miss Sue Lemon, Clerk to Calstock Parish Council

Signed..... Tenant