

CHUDLEIGH TOWN COUNCIL
Allotment Terms and Conditions

1. All rents payable within 30 days of the invoice date. A reminder will not be sent. If no payment is made within a further 14 days it will be assumed that the tenant no longer wishes to keep the allotment, and that all personal belongings have been removed from the allotment site. The plot will then be offered to the next person on the waiting list.
2. The tenant of the allotment shall comply with the following conditions, failure to comply will result in the termination of their contract.
 - a) Each tenant shall plant and cultivate no less than 80% of the plot during the growing season 1st April to 30th September the rest of the plot will be clean and tidy throughout the year the tenant will ensure that the soil fertility is maintained at all times, all areas will be free of air bourn weeds during the growing season .
 - b) Each tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or to any neighbour adjacent to the allotment site. Nor should they obstruct any path set out by Chudleigh Town Council for the use of the occupiers of the allotment site.
 - c) Each tenant shall not underlet, assign, or part with the possession of the allotment or any part of it, without the written consent of Chudleigh Town Council.
3. No dogs to be allowed on the allotments, unless on a lead and with the specific permission of Chudleigh Town Council.
4. One month's notice in writing to be given either by the tenant or Chudleigh Town Council if conditions are broken. Other than non-payment of rent which is covered at condition 1 above.
5. The Clerk's Office to be notified of any change of tenant's contact details.
6. If a tenant believes that another tenant is causing a nuisance on the site, this should be reported to the Clerk's Office.
7. No structures, hedges or fences to be erected without Chudleigh Town Council's prior permission. Sheds to be no bigger than 6' x 4' except by special arrangement with Chudleigh Town Council. And all shed that are permitted should be against a hedge where possible.
8. No livestock to be kept on the allotment without the permission of Chudleigh Town Council.
9. The number of fowl permitted to be kept by any plot holder shall not exceed 20 birds. It is the duty of all plot holders to check with the Clerk's Office or Defra regarding Avian Flu precautions.
10. No plant, tree etc. needing more than twelve months to mature will be eligible for compensation in event of Chudleigh Town Council being evicted from the field.
11. Any member, officer or contractor of Chudleigh Town Council shall be entitled to enter, inspect, or carry out works on the allotments at any time, when authorised by Chudleigh Town Council.
12. From 1st April 2005 any allotment tenant who wishes to take on an additional plot, if one is available, will be able to do so. This subsequent tenancy will only be available for one year in order to free up an allotment for a new tenant. The plot will then revert back to the Town Council for reallocation.
13. Allotment plots are for allocation to Chudleigh residents – as defined by the local electoral role. Any tenant moving to an address outside the Chudleigh Town Council boundary is required to immediately surrender their plot.
14. Tenants are requested to report to the Clerk's Office, and the Police, any suspicious or malicious acts occurring on the sites.
15. The Council's Minutes regarding the right of entry to Council property and the rights of staff apply to the Council's allotment sites.

ALL WILL BE BOUND BY STATUTE TO THE ALLOTMENTS ACT 1908 - 1950