



# Chineham Parish Council

## ALLOTMENTS ACT 1905 - 1950 Rules for Letting Allotment Gardens at Hanmore Road Issued February 2018 Valid until 31 March 2019

### 1. New Tenants

A new tenant will undertake to cultivate the allotment garden to an agreed acceptable standard within the first six months of tenancy and thereafter will comply with the rules of the site.

### 2. General Conditions for the Cultivation of Allotment Gardens

By signing the Agreement the tenant of an allotment garden agrees to observe all Rules and perform all conditions set out below, including:

#### 2.1 Rent

- To pay the rent for an allotment garden in full to the Chineham Parish Council (CPC) on presentation of the CPC invoice and by 1<sup>st</sup> April every year.
- Only 1 allotment garden can be rented per household.
- Refunds of rent will not normally be offered.

#### 2.2 Deposit

- To deposit the appropriate amount with the CPC at the start of tenancy as a surety. This will be repaid less any deduction for work to clear the allotment garden on termination of the tenancy.
- To agree that the deposit will be retained if the plot is found to be uncultivated and/or has not been maintained to an acceptable standard as determined by the CPC. This is to fund the clearance of the plot ready for re-letting.

#### 2.3 Security

- A key will be used to gain entry to the allotment site.
- There will be a charge for any lost keys.
- Each tenant to ensure that the gate is secured when entering or leaving the site.

#### 2.4 Insurance

- Each tenant is responsible for ensuring that they have cover for public liability and/or damages for persons in and around their plot including any buildings on their plot or the communal area (usually included with household insurance).

#### 2.5 Use of Land

- To use the allotment garden as an allotment garden and for no other purpose.
- The tenant must use the allotment garden for his/her own personal use and not carry out any trade or business or sell produce from the allotment garden.
- No overnight stays or use of any buildings for residential accommodation shall be permitted.

## 2.6 Cultivation

- To keep the allotment garden clean, and in a good state of cultivation and fertility and to maintain it in a good tidy condition.
  - Definition of cultivated - the plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
  - Definition of uncultivated - either fully or partially overgrown or unused, weed or grass is prevalent, little or no planting is present and insufficient effort has been made to keep the plot clear and tidy.
- To accept that if, in the opinion of the CPC, a tenanted plot appears to be uncultivated, the CPC reserves the right to cut down all weed growth and charge that expense to the tenant concerned.
- That if, in the opinion of the CPC or its representatives, the allotment garden remains uncultivated and/or not maintained in a good tidy condition for more than 3 months after the issue of a warning letter from the Parish Council, then the Tenancy Agreement will be terminated with forfeit of deposit.
- Not to bring on to the site or store any items other than for horticultural use. This includes carpet for any use.

## 2.7 Cars

- To ensure all vehicles are parked within the bays or areas allocated for vehicles and not allowed on the allotment gardens at any time.

## 2.8 Plot Marker

- To keep the marker provided (showing the number of the plot) clean and readable and displayed in a prominent position.

## 2.9 Nuisance

- Not to cause any nuisance or annoyance to the occupier of any other allotment garden, adjoining landowners or the occupiers of nearby houses.
- Not to enter upon, take or remove any plants or crops from any other allotment garden without that tenant's prior permission.
- Not to obstruct or reduce the width of any path between the allotment gardens, or block or obstruct the main track in the site.
- Not to park cars or delivery vehicles anywhere other than in allocated bays/areas.

## 2.10 Bonfires

- Bonfires are not allowed on the site.

## 2.11 Incinerator Bins

Fires on plots will only be allowed in the two incinerators provided. Open bonfires are **NOT ALLOWED** on any part of the site. Permission to use incinerators can be withdrawn at any time if the Parish Council deems it necessary.

The use of incinerators is subject to the following rules being observed:-

- Incinerators can only be lit during the months of November, December, and January.
- Fires are only to be lit in the incinerator bins supplied, which will be stored behind the communal summer house on plot 9.

- Only the two incinerators which have been supplied can be used. No additional incinerators can be brought onto the site.
- Incinerators should only be used to dispose of intrusive weeds e.g. bind weed and couch grass, and plants affected by disease such as blight.
- Only dry waste should be burned.
- Never bring material from off-site to burn.
- Incinerators should not be lit on a windy or breezy day.
- Incinerators should not be lit when residents in neighbouring properties have washing hanging outside or if nearby windows are open.
- The ideal time to light an incinerator is two hours before dusk.
- The incinerator must be placed centrally within your plot and positioned in such a way that it cannot fall over.
- Never leave the incinerator unattended.
- Take all reasonable care for the safety of others on the allotment site.
- Ensure the incinerator is fully extinguished and made safe before leaving the allotment site.
- Any residual burned material should be disposed of responsibly.
- The incinerator must be returned in a clean condition to plot 9 after use.
- Failure to follow these rules could lead to permission to use incinerators being withdrawn for all plot holders and the termination of your tenancy.

#### **2.12 Waste**

- No non-compostable material is to be kept on the allotment garden or on the site.
- No garden waste or any other material or other waste is to be placed against any fence, hedge or gate.
- Only green vegetable waste material may be composted on individual plots. As there is no facility to dump this type of waste on any part of the site for composting, each tenant must ensure it is removed to an appropriate facility.
- Composting is only allowed on the allotment garden and must be properly maintained to the satisfaction of the CPC. Compost bins and containers must not touch the fence.
- All other waste material, including wooden pallets, shall be removed from the site and disposed of in an appropriate manner.
- Failure to comply with this rule could lead to the termination of your tenancy.

#### **2.13 Trees, Hedges and Fences and Paths**

- Not to erect or put up any fence, gate or hedge within the site.
- It is the plot holders responsibility to ensure that the whole of the grass strip to the south of their plot (down the hill) is cut and maintained to an acceptable standard as well as any land, fence and hedge next to their plot, and to ensure the path or roadway adjacent to their plot is kept clean and tidy and rubbish free.
- Only to cut or prune any trees or bushes growing outside the site that overhang or penetrate the boundary fence.
- Not to cut, lop or interfere with any trees on the allotment garden.

#### **2.14 Buildings**

- Not to erect or put up any building or construction within the allotment garden other than for composting purposes except for

**Either**

- One shed or sentry box shed per tenant on their allocated plot in accordance with Appendix A, Rules for Buildings.

**Or**

- One sentry box shed per tenant on Plot 9, in accordance with Appendix A, Rules for Buildings.

This rule does not permit a tenant to have a shed or sentry box shed on their plot and a sentry box shed on Plot 9 (i.e. only one building per plot holder).

**2.15 Other Structures**

- **Fruit Cages & Frames**

Open framed and/or netted structure for the purpose of growing and protecting crops should cover no more than 25% of the area of an individual plot and a maximum height of 2m.

- **Polytunnels**

Small/medium plots maximum size 1.8m x 2.4m (6ft x 8ft) x 1.8m (6ft) in height  
Large plots maximum size 3.0m x 2.4m (10ft x 8ft) x 1.8m (6ft) in height

To be located on the east/west centreline of the plot as close as possible to the perimeter fence, whilst still observing the 1m buffer rule (See Appendix A, Rules for Buildings).

- **Storage**

A covered box-like structure for the storage of tools and gardening materials to be a maximum height of 1m and not to exceed the floor plan for sheds. Can be constructed of plastic in an unobtrusive colour or wood in a colour to conform with Appendix A, Rules for Buildings.

**2.16 Barbed Wire and Glass**

- Not to bring on to or use any barbed wire or similar on the allotment garden or site.
- Not to bring on to or use any glass, pottery or china on the allotment site at all.

**2.17 Restriction on Cropping**

- Not to plant any trees or fruit bushes or any crops which can grow to such a size as to cause any nuisance or loss of light to adjoining tenants or the occupiers of nearby houses.

**2.18 Dogs**

- Dogs are allowed onto the allotment site provided they are kept on a short lead at all times, are kept within the confines of the owner's plot and do not cause a nuisance or annoyance to other plot holders, adjoining landowners or to the occupiers of nearby houses. Owners must clean up after their dogs and dispose of dog waste bags off-site.

**2.19 Other Animals**

- Not to keep any poultry or rabbits or other animals on the site.

## **2.20 Children**

- Not to allow children accompanying either the tenant or a member of the tenant's family to behave in such a way as to cause nuisance or annoyance to the tenants of any other allotment garden on the site, to adjoining landowners or to the occupiers of nearby houses.

## **2.21 Water**

- Not to interfere in any way with, or connect a hosepipe to, the water supply or waste water.
- To pay any excess water/sewage charge, if requested by CPC, within 1 month.

## **2.22 Prohibition of Notices, etc.**

- Not to erect any notice or advertisement anywhere on the allotment site.

## **2.23 Toilet**

- Accepts that the responsibility of cleaning the toilet on site shall be with the tenants.

## **2.24 Restriction on Admittance to Allotment Gardens**

- The CPC shall have the right to refuse admittance to any person other than the tenant to the allotment garden or to the site.

## **2.25 Change of Address or Other Details**

- The tenant is to inform the CPC immediately of any change of address or other details.

## **2.26 Dispute Between Tenants, adjoining landowners or with the occupiers of nearby houses**

- In the case of a dispute between the tenant and any other tenant of any allotment garden on the site, adjoining landowners or the occupant/s of any nearby houses the matter shall be referred to the CPC and/or its appointed Officer, whose decision shall be final.

## **2.27 Power to Inspect**

- The CPC or its appointed Officer shall be entitled at any time, when directed by the CPC, to inspect any allotment garden.
- Any member of the Chineham Allotment Team approved by the CPC shall be entitled to inspect any allotment garden.

## **2.28 Special Conditions**

- Not to take or carry away, or sell any mineral, gravel, clay or sand from the site.
- Shall observe and undertake any other special condition/s which the CPC considers necessary to preserve the allotment garden or the site from deterioration and of which notice shall be given to the tenant.
- To advise CPC of any damage to fences, water equipment (troughs or pipes or toilets, etc.) as soon as reasonably possible.

## **2.29 Yielding Up**

- Shall yield up the allotment garden at the determination of the tenancy in a condition that complies with the terms set out in this document.
- The tenant shall yield up their allotment garden if they move home and their new home is more than one mile outside of the boundary of the Parish of Chineham.

## Appendix A

### **RULES FOR BUILDINGS Hanmore Road Allotments – Chineham**

**In allowing an Allotment Tenant to erect a shed or sentry box shed to the following specifications it in no way implies that Chineham Parish Council accepts any responsibility for the building or its contents for theft or fire or any other damage.**

Allotment plot holders will be allowed to construct **either** one shed **or** one sentry box shed on their plot **or** one sentry box shed to be located on Plot 9 (i.e. only one building per plot holder) in accordance with the following rules:-

#### **1. Construction / Finish of Sheds**

- 1.1. Sheds shall be constructed from wood. Feather edged or shiplap.
- 1.2. Finish natural, pressure treated or wood stain / preservative. No colours.
- 1.3. Floor plan is to be max 1.8M x 1.2M (6 feet x 4 feet).
- 1.4. Apex roofed – maximum height 2M - apex above the door.
- 1.5. Roofs to be felted – green / grey standard felt
- 1.6. Windows are to be glazed with polycarbonate (plastic). No glass.
- 1.7. Guttering (not white) and up to four water butts may be installed. The top of the butt to be no higher than the eaves of the shed. Water butts if required must be located on a sturdy paving stone / brick or proprietary plastic support.
- 1.8. It is the Tenant's responsibility to provide a lock to the shed if they so require.

#### **2. Siting of Sheds**

- 2.1. Bases are to be removable - of paving stone or wooden. No cast concrete to be used as it is deemed permanent and could require planning permission.
- 2.2. The base must be contained within the plan of the shed at a maximum 200mm from ground level.

#### **3. Location of Sheds and Sentry Box Sheds on the Allotment Plot**

- 3.1. The shed or sentry box shed must be located to the rear of the plot (adjacent to the site boundary) allowing 1 metre access for fence maintenance.
- 3.2. The shed or sentry box shed must be located such that it will not shade a neighbouring plot.

#### **4. Construction / Finish of Sentry Box Sheds**

- 4.1. Sentry box sheds shall be constructed from wood. Feather edged or shiplap.
- 4.2. Finish natural, pressure treated or light coloured wood stain / preservative. No colours or dark stains.
- 4.3. Dimensions to be a maximum of 900mm x 600mm x 2000mm tall (3 feet x 2 feet x 6'6" tall)
- 4.4. Apex roofed
- 4.5. Roofs to be felted – green / grey standard felt
- 4.6. No windows
- 4.7. One door
- 4.8. It is the Tenant's responsibility to provide a lock to the sentry box shed if they so require.

#### **5. Siting of Sentry Box Sheds**

- 5.1. Bases are to be paving stone or wooden.
- 5.2. The base must be contained within the plan of the shed at a maximum 200mm from ground level.
- 5.3. Bases to be removable – no cast concrete which is deemed permanent.

#### **6. Location of sentry box sheds on Plot 9**

- 6.1. The location of sentry box sheds which are to be sited on Plot 9 will be at the direction of a Chineham Allotment Team representative or a member of Chineham Parish Council. It is not possible to locate a sentry box shed both on an individual allotment plot and on Plot 9.

#### **7. Storage of items within Sheds and Sentry Box Sheds**

- 7.1. Hazardous materials are not permitted to be stored.
- 7.2. No petrol or spirit.
- 7.3. No explosive canisters (Calor gas etc.).
- 7.4. Non-approved gardening chemicals / fertilisers are not permitted.

#### **8. Responsibility**

- 8.1. On completion of construction of the shed or sentry box shed it will be inspected by Chineham Parish Council or their nominated representative. If the shed or sentry box shed fails to meet the above criteria then notice to remove within 1 month, at the Tenant's expense will be issued.
- 8.2. At reasonable intervals the sheds and sentry box sheds will be examined by Chineham Parish Council or their nominated representative for good repair and Chineham Parish

Council will notify the Tenant should the building require attention. Failure to maintain / rectify the building within 1 month will result in a request to have it removed at the Tenant's expense.

- 8.3. On vacating a plot the Tenant shall remove the shed or sentry box shed unless the new Tenant has entered into a private agreement to take over the building and its maintenance.
- 8.4. The shed or sentry box shed is to be purchased by the Tenant and fully maintained at their cost.
- 8.5. The shed or sentry box shed is to be sited and assembled by the Tenant at their cost.
- 8.6. The shed or sentry box shed and the contents are the sole responsibility of the tenant. Loss or damage is at the Tenant's risk.