

THE ALLOTMENTS ACTS 1908 TO 1950

RULES as to allotment gardens made by **NORTH BADDESLEY PARISH COUNCIL** with respect to allotment gardens for the Parish. **(Revised August 2020)**

1 INTERPRETATION OF TERMS

Throughout these Rules the expression 'the Council' means North Baddesley Parish Council and includes any committee of the Council or any allotment managers appointed by the Council under the Allotment Acts 1908 to 1950.

2 DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT GARDENS

Any man or woman who at the time of application to the Council for an allotment garden, if resident in the Parish of North Baddesley, shall be eligible to become a tenant of an allotment garden subject to the statutory provision that one person shall not hold allotments acquired under the above mentioned Acts exceeding 5 acres.

3 GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE CULTIVATED

- (a) The Tenant shall keep the Allotment Garden (s) clean and in a good state of cultivation and fertility and in good condition. Allotments must be well cultivated and kept weed free at all times. A plot which is noted to be constantly overgrown will have the tenancy reviewed and termination enforced if necessary. If plots are left unattended due to health problems, the Parish Council should be notified and plastic sheeting should be spread over the plot to suppress the weeds as a temporary measure.
- (b) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
- (c) The Tenant shall not underlet, assign, or part with the possession of the Allotment Garden (s) or any part thereof, without the written consent of the Council.
- (d) 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, gravel, sand or clay. **CERTAIN TREES ARE PROTECTED BY TREE PRESERVATION ORDERS WHICH IT IS ILLEGAL TO DAMAGE IN ANY WAY.**
- (e) A maximum of three fruit trees may be planted on the allotment garden but must not exceed 2m in height and must be planted in a location which does not cause shade on neighbouring plots.
- (f) The Tenant shall keep every hedge that forms part of his Allotment Garden (s) properly cut and trimmed and keep all paths surrounding his particular allotment cut, all ditches properly cleansed and any bridges over ditches properly maintained.

- (g) The Council shall maintain the central path and cut back any hedges overhanging the allotments from the gardens of neighbouring properties.
- (h) The Tenant shall not, without the written consent of the Council erect any building on the Allotment Garden (s). The erection of buildings or other structures for the storage of tools or for any other purposes, shall be subject to the written consent of the Council.
- (i) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden (s).
- (j) No birds or animals shall be kept on the Allotment Garden (s).
- (k) Dogs will be banned from allotments at all times.
- (l) No produce may be sold for monetary gain.
- (m) The Tenant shall only burn rubbish arising directly from the cultivation of the Allotment Garden. The Tenant shall burn such rubbish on the land which is the subject of his tenancy, having consideration for those living close to the Allotment Gardens and road users and being mindful of the time of day in regard to neighbouring properties so as not to cause a nuisance. No bonfire shall be left unattended. In the event of a complaint being made, the Parish Council reserves the right to notify the allotment holder, against whom the complaint is being made, of the complaint and the Parish Council's decision regarding the complaint will be final.
- (n) Noisy equipment such as strimmers, hedge cutters, etc. should not be used early in the morning or late at night especially at weekends as due consideration must be given to neighbouring properties.
- (o) The tenant shall ensure that the plot is numbered for identification purposes and that the plot number is clearly visible and easily distinguished by any members of the Allotments Committee who may be inspecting the plots.
- (p) The Tenant shall, as regards the Allotment Garden (s), observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.
- (q) The Tenant shall observe and perform any other special condition which the Council consider necessary to preserve the Allotment Garden (s) from deterioration, and of which notice to the applicants for the Allotment Garden (s) is given in accordance with these rules.

4 WATER

Water is available at the Allotment Gardens in Nutburn Road subject to the following conditions: -

- (a) The Council reserves the right to disconnect or restrict the supply of water at any time.
- (b) Water is supplied for the use of tenants of the Nutburn Road Allotment Gardens for cultivation only.
- (c) In the event of any ban or restriction imposed by the Water Authority, the tenant will be personally liable for any penalties imposed for infringements
- (d) Sprinklers are permitted to be used at the Allotments provided that they are not left unattended.

5 HORSETAIL OR OTHER INVASIVE PLANTS

Horsetail or other invasive plants must be isolated, contained and treated immediately it is discovered. Should it become out of control, the Parish Council should be notified so that their groundsman can bring it under control.

6 FIXING OF RENTS

The Council will fix the rent for the Allotment Garden (s) and may from time to time vary such rent by a small annual increase.

7 PAYMENT OF RENT

The rent of any allotment shall, unless otherwise agreed in writing, be paid annually in advance by 29th September.

8 POWER TO INSPECT ALLOTMENT GARDENS

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden (s).

9 TERMINATION OF TENANCY

The tenancy of the Allotment Garden (s) shall terminate with immediate effect after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's written notice:-

- (i) if the rent is in arrears for not less than 40 days; or
- (ii) if the Tenant is not duly observing the Rules affecting the Allotment Garden (s), or any other term or condition of his tenancy, or if the Tenant becomes bankrupt or compounds with his creditors.
- (iii) if a plot is noted to be constantly overgrown a warning letter will be sent out with a set timescale within which to tidy up the plot. If no effort is made in that timescale, (one

month) then the tenancy will be terminated with immediate effect.

The tenancy may also be terminated by the Council or Tenant by twelve months' notice in writing expiring on 29th September. Upon termination of the tenancy the Tenant shall clear the Allotment Garden of all frames and other implements which may have been used in the cultivation of the Allotment Garden and leave the whole area under his tenancy in a clean and tidy condition. No compensation will be paid for any improvement carried out either before or after these Rules came into operation.

10 SERVICE OF NOTICES

Any notice may be served on a Tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him there or by fixing the same in some conspicuous manner on the Allotment Garden.

11 LIABILITY

The Council, its servants or agents shall not be liable for any loss or damage howsoever caused to property of any description whatsoever brought on to the Allotment Garden (s) by the Tenant. Tenants should inform both the Police (Tel: 101) and Parish Council of any damages, thefts, etc.

A risk assessment has been carried out at the allotments and measures put in place to minimize safety hazards. Plotters work at the allotments at their own risk and the Parish Council will not be held liable for any accident or injury which may occur whilst they are there. Plotters should be mindful of health and safety and endeavour to keep risks to a minimum. Children must be supervised at all times and not allowed to run around. The Parish Council will not be liable for any accident or injury to children at the allotments.

12 ALTERATION OF RULES

The Council reserves the right to amend these Rules at any time and such amendments will take effect four weeks following the date the amendments are agreed by the Council.

Date of next review: June 2021