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Allotment Rules as based on Allotment Acts 1908 to 1950

Throughout these rules 'the Council' means East Boldre Parish Council and includes any working party, councillor or officer appointed to undertake duties under the Allotments Acts, 1906 to 1950.

1. ELIGIBILITY

1.1 Allotment Gardens are provided for residents of East Boldre parish over the age of 18 subject to availability. The Council will also let allotments to residents from neighbouring parishes if there are no residents of East Boldre on the waiting list. A chronological waiting list will be kept. Tenants who rent more than one whole plot in any year may not be able to renew tenancies in future years should there be a waiting list of residents from the parish of East Boldre.

1.2 The Council, acting through its Parish Clerk may determine that a resident shall not be determined a 'suitable tenant' if she/he has previously held an allotment, the tenancy of which was terminated as a result of non-payment of the rental or a failure to comply with any of the allotment rules.

2. AGREEMENTS

An agreement to let an allotment garden may be signed by the Parish Clerk on behalf of Council.

3. RENT

The rent shall be paid on 31st March in each year in advance. (or as date on agreement for part years). Tenants joining part way through a year will have the charges reduced on a quarterly basis. Tenants occupying part plots that are adjacent will be charged as occupying part of a whole plot e.g. Two half adjacent plots would be charged as one whole plot etc.

4. OCCUPATION OF PLOTS

The Tenant shall not underlet, assign or part with the possession of the Allotment Gardens or any part thereof without the written consent of the Council.

5. LAND LEASE

The Tenant shall, as regards the Allotment Gardens, observe and perform all conditions and covenants contained in the Lease under which the Council holds the land. A copy of the said agreement shall be lodged with the Clerk of East Boldre Parish Council which the Tenant shall have the right to examine and acquaint him/herself with the provisions contained therein.

6. BUSINESS USE

The Allotment Garden shall only be used for cultivation for private purposes and not as part of a commercial business.

7. CONDITION OF PLOTS

The Tenant shall keep the Allotment Gardens in a good state of cultivation, fertility and in good condition. Paths and parts of the Allotment Gardens temporarily uncultivated shall be kept trimmed or covered to prevent the spread of weeds. Deep holes or trenches must be safely

covered. In the event of a waiting list for allotment gardens, long term non-cultivated plots will receive notice.

8. NOISE/NUISANCE

8.1 The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden. In particular, loud music is not allowed. Children or animals brought on-site must be supervised at all times and not allowed to stray onto other plots.

9. HEDGES, DITCHES & BANKS

The Tenant shall keep hedges, banks and ditches at the end of his/her plot in good order to the satisfaction of the Council, but should a tenant hold a plot with a hedge, ditch or bank abutting the major dimensions of his plot he shall not be liable for that ditch. If a Tenant allows the hedge, ditch or bank at the end of his/her plot to become in bad repair the Council may after due notice being given to the Tenant, effect the repairs and recover the cost as rent in arrears of payment from the Tenant in default of this regulation. The Tenant shall keep in good repair any other fences and any other gates or sheds on his/her Allotment Gardens.

10. TREES

The tenant shall not, without written consent of the Council, keep any tree exceeding 3m in height on the allotment. If planting a tree, Tenants are encouraged to use dwarf rooting stock.

11. BUILDINGS AND FENCES

11.1 The Tenant shall not erect any building temporary or permanent without written consent from the Council. Such buildings must conform with requirements of The Lessors, who give permission for the erection of one appropriate sized shed and/or one polytunnel on each plot and/or such buildings as may be required to keep livestock (see para 17), and the Tenant shall keep the buildings in good repair. Buildings shall be of a design to be approved by the Council and used only for storing tools, implements, produce and fertilisers or to house livestock. Large buildings and large polytunnels are not permitted. Buildings must not be placed on a permanent base in line with NFNPA planning conditions and tenants are advised that NFNPA may require them to be moved every six months. Structures (such as greenhouses) containing large amounts of glass or hard plastic are not allowed.

11.2 The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for use of the occupiers of the Allotment Gardens.

12.0 VEHICLE ACCESS AND PARKING

Vehicles are allowed to enter the plots but must use the designated outer road (and part centre road on No 1 only. There is also a small parking area in the centre of plot No 1) Parked vehicles must not obstruct other users and in particular the Tenant should note that the ends of the plots are put to grass for hay and belong to other tenants therefore cars must not be driven over these areas. In order to avoid causing unnecessary damage Tenants are asked not to drive vehicles onto the allotment sites when ground conditions are too soft and/or wet.

13. MATERIALS AND TOOLS ON ALLOTMENTS

13.1 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 minerals, gravel, sand or clay. The Tenant shall not throw any vegetation or other matter out onto the open Forest.

13.2 The Tenant must not use the allotment gardens for disposal of any type of rubbish. Small amounts of compostable garden material can be brought in but must be contained in a compost heap which is maintained, to prevent vermin, and must not exceed 9 sq metres.

13.3 Tenants who already use rubber tyres are asked to consider eventual removal and are advised that existing tyres are only to be used as plant containers and/or to hold down ground cover. No additional tyres are to be brought into the allotment garden.

13.4 The laying of large areas of materials such as stone is not allowed by The Lessors.

13.5. Tools must be kept in sheds and not left lying on the ground.

14. CHEMICALS

Tenants shall only use **non-residual** chemicals intended for domestic use on cultivated areas. Any chemicals kept on the allotments are to be stored in their original containers and removed at the end of the tenancy. Out of date chemicals must be removed.

Tenants shall use the appropriate pesticide/herbicide for the task at hand and follow the manufacturer's guidelines and instructions for use.

Tenants are requested to inform the Allotment Association when using chemicals on their plots. Please email Ruth McDermott at 2macs@waitrose.com or call on 01590 612231 so that the chemical, date and your plot number can be logged for information only.

15. BONFIRES

Tenants are requested to keep these to a minimum. Only dry organic material which has been produced on-site should be burnt and bonfires should not be left unattended. Tenants are asked to be considerate of other plot holders when having a bonfire, paying particular attention to wind direction.

16. CHINESE LANTERNS & HELIUM BALLOONS

Chinese lanterns and helium balloons are not to be released from the allotment gardens.

17. WATER

Water supply is optional and can be arranged by the allotment association representatives. It will be billed annually by the parish council. On No 2 plot, an end of year adjustment will be made. All water pipes set in the ground remain the property of the Council. Plots and meters placed on the surface remain the property of the Tenant and can either be removed or passed to a new tenant when a tenancy ends. However, any removal of pipes must be carried out in a safe manner and must include capping off to prevent any loss of water.

The Tenant shall keep any well or water container on his/her plot covered safely to prevent any accidental access. Precautions must be taken to isolate water prior to cold weather.

18. LIVESTOCK

Poultry and bees are allowed as long as they are suitably controlled. No other livestock is allowed. Tenants wishing to keep livestock must have prior permission of the Council and sign a separate agreement. Dogs are allowed in allotment gardens but must be kept on leads, must be under proper control and any excrement removed.

19. SAFETY

Allotments will be inspected on a regular basis for safety. A risk assessment is available from the clerk who is the Council safety officer.

20. INSPECTIONS

Any member or officer of the Council or officer of the Allotment Association shall be entitled at any time when directed by the Council to enter and inspect the Allotment Gardens. Inspections will be held at regular interval throughout the year and the Council will provide feedback to all tenants.

21. RIGHT TO END TENANCIES

The Tenancy of the Allotment Gardens shall cease upon the death of the Tenant, but his/her widow/widower/partner, son or daughter may, with the consent of the Council, be allowed to continue the tenancy. The tenancy will terminate if or when the tenancy or right of occupation of the Council of the Allotment Gardens should expire. It may also be terminated for reletting by the Council after one month's notice if:

- i) the rent is in arrear for more than 40 days OR
- ii) the Tenant is not observing the conditions of this agreement affecting the Allotment Gardens or any other item or conditions of his/her tenancy. In this situation a warning letter will be sent to the tenant and failure to comply to the details of that letter within 21 days will result in the termination of the

agreement. The tenancy may also be terminated by the Council or the Tenant by giving twelve months' notice in writing.

- iii) the Tenant has a bankruptcy order made against him or compounds with his creditors.

Any Tenant given notice to vacate their allotment garden or terminating their tenancy voluntarily will be responsible for clearing the plot and leaving it in a readily usable condition. The Council reserve the right to end a tenancy when a Tenant leaves the Parish, should there be persons from the Parish of East Boldre requiring an Allotment.

22. SPECIAL CONDITIONS

The Tenant must observe and perform any other special conditions which the Council considers necessary to preserve the Allotment gardens from deteriorations and of which notice is given.

This policy will be reviewed annually or earlier should government legislation change.

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| Adoption date | 08/03/11 |
| Review Date 1 | 08/11/11 |
| Review Date 2 | 10/07/12 |
| Review Date 3 | 08/03/16 |
| Next review due | 03/17 |