

RULES AS TO ALLOTMENT GARDENS made by Hamble-le-Rice Parish Council for allotments in the parish.

1. Throughout these rules the term 'the Council' means Hamble-le-Rice Parish Council and includes any allotment managers appointed by the Council under the Allotment Acts 1908 and 1950.
2. The Council, before giving notice of their intention to let any land for allotment gardens, shall divide the land and shall cause a plan to be prepared showing each allotment garden and distinguishing it by a separate plot number.
3. The Council shall give public notice by bills or placards, posted in some conspicuous place in the parish or otherwise exhibited therein, setting forth the particulars as to any allotment gardens which it proposes to let.
4. The Council shall not let any allotment garden until notice that they propose to let the same has duly been given in pursuance of the rule in that behalf at least two weeks before the last day or receiving an application for such an allotment garden.
5. An agreement to let an allotment garden to any applicant may be signed by the Clerk to the Council on behalf of the Council and may be in the form set out in the schedule to these rules. These rules replace all previous versions, if any exist, between the tenant and the Council.

GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE CULTIVATED

6. The tenant of the allotment garden shall comply at all times to the following conditions:
 - i) The tenant shall keep the allotment garden clean and in a good state of cultivation and in good condition. Any waste materials created on the allotment garden should be composted on site using a container specifically designed for that purpose.
 - ii) The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or nearby residents, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
 - iii) The tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it.
 - iv) The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees outside of the tenant's plot, or take, sell or carry away any mineral, gravel, sand or clay.
 - v) The tenant shall not, without the written consent of the Council, erect any hut, shed, greenhouse or other building on the allotment gardens. However, if written consent is given to erect a shed or greenhouse it should be no greater than 6 feet by 4 feet (185 by 125 centimetres) in size. Any shed must be purpose built and be a neutral colour throughout. All sheds must stand on a concrete slab or similar hard standing. Any greenhouse should not contain glass panels. All sheds and greenhouses are erected and used at the allotment holder's own risk. Any shed and/or greenhouse must be removed at the termination of tenancy. Any shed or greenhouse left after this time will be deemed donated to the next tenant.
 - vi) The tenant shall not light any bonfires or barbeques on the allotment gardens. However, the use of a purpose-built galvanized steel incinerator with funnel lid is permitted under the following circumstances:
 - The written consent of the Council must be requested by all allotment holders wishing to use an incinerator.
 - Fires are not to be lit before midday and are to be disposed of before dusk. Fires will only be permitted between the 1st October and the 31st March.
 - Fires must be attended at all times.

- All incinerators are provided and used at the allotment holder's own risk.
- vii) The tenant shall notify the Council in writing of any change of address within one month of any such change.
 - viii) The tenant shall not, without the written consent of the Council, keep bees on the allotment gardens.
 - ix) The tenant shall not keep any livestock on the allotment gardens.
 - x) The tenant shall not bring on to the allotment garden any food, garden or household waste with the exception of manure and compostable materials in such quantities sufficient to make compost for personal use on the Allotment Garden and stored in a small container specifically designed for that purpose.
 - xi) The tenant must not deposit or allow to be deposited on the allotment site any household or other rubbish. Rubbish or unwanted materials accumulated on the allotment plot must be removed from the site after each visit. Fly-tippers will be prosecuted and their tenancy will be terminated.
 - xii) The Tenant shall observe and perform other conditions which the Council shall consider necessary to preserve the allotment gardens from deterioration, and of which notice to the applicant of an allotment garden is given in accordance with these rules,
 - xiii) Tenants must take all reasonable care when using sprays, fertilizers and chemicals to ensure crops, hedges and trees of other tenants are not affected. Tenants will at all times comply with current legislation and regulations as to the use and storage of any chemical or fertilizer.
 - xiv) Tenants may not use barbed wire or razor wire within the allotment site.
 - xv) Tenants are strictly prohibited to grow plants which produce illegal substances or are otherwise proscribed.
 - xvi) Tenant's dogs are permitted, but must be kept on a short leash at all times whilst on the allotment site and not be allowed to foul anywhere on the allotment site.
 - xvii) Tenants may not place any notices or signs on the allotment site other than information and requests regarding vacant plots and Council notifications and publicity, which may be displayed on the Council noticeboard.
 - xviii) Tenants may not use any poisons or baits of any kind on the allotment site.
 - xix) The tenant shall keep the boundary fence clear

PAYMENT OF RENT

7. The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly on the last working day of September each year. All allotment rentals will be subject to an annual review by the Council.

POWER TO INSPECT ALLOTMENT GARDENS

8. Any officer of the Council shall be entitled at any time to enter and inspect an allotment garden.

TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

9. The tenancy of an allotment garden shall, unless otherwise agreed in writing, be terminated on the half yearly rent day next after the death of a 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 28 days' notice:-

- i) if the rent is in arrears for more than 40 days;
- ii) if the tenant is not duly observing the rules affecting the allotment gardens or any other term or conditions of their tenancy, or if the tenant becomes bankrupt or compounds with their creditors;
or
- iii) by resolution of the Council.

The tenancy may be terminated by the Council or tenant by twelve (12) months' notice in writing expiring on last working day of March or the last working day of September each year.

EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES

10. These rules shall not apply to any allotment garden which the Council, under special circumstances to be recorded in the minutes, may exempt from these rules.

SERVICE OF NOTICE

11. Any notice may be served on a tenant either personally or by recorded letter at their last known place of abode, or by fixing the same in some conspicuous manner on the allotment garden.

NON-PARISHIONERS

12. Parishioners of Hamble-le-Rice will normally have priority on the waiting list. If a situation occurs where there are no parishioners on the waiting list then the Council reserves the right to let an allotment garden to a person not normally resident in Hamble-le-Rice.

Parishioners who subsequently move out of the Civil Parish of Hamble-le-Rice may retain their allotment provided that they still adhere to the rules and general conditions contained herein.

Adopted by the Asset Management Committee on 2nd April 2019.