

# Burstow Parish Council

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## **ALLOTMENTS ACT 1905 – 1950 Rules for Letting Allotment Gardens in Burstow Parish As from – 1<sup>st</sup> January 2013**

### **1. Association**

There are three allotment sites in the Parish, those being Plough Road Allotment site, Keepers Corner Allotment Site and Burstow Allotment Site located on the Surrey/Sussex border.

All tenants must be members of the Burstow Horticultural & Gardening Association group relevant to their allotment site and abide by the rules of that association.

### **2. Tenancy**

**2.1** Precedence is given to Burstow Residents in allotment allocation

#### **2.2 Concession**

Available to Burstow Residents aged 65 and over.

#### **2.3 Restriction**

- The allocation of allotment gardens shall be restricted to one unit per household (not retrospective)

#### **2.4 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.
- A deposit is required, which will be reimbursed through rent credits after two years subject to the tenant's compliance with these rules (not retrospective)

### **3. 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 and, including:

#### **3.1 Rent**

- To pay the rent for an allotment garden in full to Burstow Parish Council (BPC) at the applicable rate on presentation of the BPC invoice yearly in advance by the first day of January of each year.
- Non-payment of rent by 1 March each year will automatically terminate the lease
- The rent to be paid to the Clerk of the Council or the Clerk's appointed representative
- Refunds of rent will not be offered under any circumstances

#### **3.2 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 leaving the site.

#### **3.3 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.
- No allotment garden may be used as an extension to an existing garden of an adjacent dwelling

#### **3.4 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
- To accept that if, in the opinion of BPC, a tenanted plot appears to be uncultivated, the BPC reserves the right to cut down all weed growth and charge that expense to the tenant concerned.
- That if the allotment garden remains uncultivated, in the opinion of the BPC, for more than 6 months, then the Tenancy agreement will be terminated with forfeit of deposit.

# Burstow Parish Council

- Not to bring on to the site or store any items other than for agricultural use. This includes carpet for any use.

## **3.5 Trees**

- Not to cut, lop or interfere with any trees on the allotment gardens.
- Not to plant any trees (except soft fruit bushes)

## **3.6 Cars**

- To ensure all vehicles are parked within the bays or areas allocated for vehicles.

## **3.7 Plot Marker**

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

## **3.8 Nuisance**

- Not to cause any nuisance or annoyance to the occupier of any other allotment garden, adjoining landowners or occupiers of nearby dwellings.
- Not to enter upon, take or remove any plants or crops from any other allotment garden without the 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.

## **3.9 Bonfires**

- Bonfires must be controlled, supervised and maintained at all times.

## **3.10 Waste**

- No non-compostable materials to be kept on the allotment garden or on the site.
- No garden waste or any other material is to be placed against any fence, hedge or gate
- Only green vegetable waste material may be composted on individual plots. If 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 BPC.
- All other waste material shall be removed from the site and disposed of in an appropriate manner.
- Any tenant who fails to comply with this rule will forfeit the right to continue gardening the plot

## **3.11 Hedges and Fences and Paths**

- Not to erect or put up any fence, gate or fence within the site
- To maintain the partition grass strips between any adjoining allotment gardens, or alongside any land, fence, hedge, path or roadway abutting to the allotment garden.

## **3.12 Buildings**

- Not to erect or put up any building or construction within the allotment garden other than for composting purposes except for
- Fruit protection.
- Communal shed for tool storage subject to BPC consent.

## **3.13 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 to the allotment site at all.

## **3.14 Dogs**

- Dogs are permitted provided they are kept under control.

## **3.15 Other Animals**

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

## **3.16 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 occupants of nearby dwellings.
- No unaccompanied children shall be permitted on site.

# Burstow Parish Council

## **3.17 Water**

- Not to interfere in any way with, or connect a hosepipe to the water supply

## **3.18 Prohibition of Notices, etc**

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

## **3.19 Sub-Letting**

- Sub-letting of the allotment site is not permitted, joint tenancy is.

## **3.20 Restriction on Admittance to Allotment gardens**

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

## **3.21 Change of address or other details**

- The tenant is to inform the BPC immediately of any change of address, mobile telephone number, E-Mail address or other details.

## **3.22 Dispute between tenants, adjoining landowners or with the occupants of nearby dwellings**

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

## **3.23 Power to Inspect**

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

## **3.24 Special Conditions**

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

## **3.25 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.

## **3.26 Termination**

- The tenancy of an allotment shall, unless otherwise agreed in writing, terminate on the yearly rent day next 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 notice:-
  - (a) If the rent is in arrears
  - (b) If the Tenant is not duly observing the Rules affecting the allotment or any other terms or conditions of the tenancy
- The Tenancy may also be terminated by the Council or Tenant by twelve month's notice in writing, expiring on or before the Sixth day of April or on or after the Twenty-ninth day of September in any year.

## **3.27 Service of Notice**

- Any notice may be served on a Tenant either personally or by leaving it at their last known address or by letter addressed to them there or by fixing the same in some conspicuous manner on the allotment.