

## Church Crookham Allotments Rules & Regulations

### 1. TERMS AND INTERPRETATION

1.1 In these Rules and Regulations, the words used are to have the following meaning:

ALLOTMENT	plot of land let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.	
THE COUNCIL	Church Crookham Parish Council. (CCPC)	
SITE	An allotment site provided by the Council.	
RENT	The annual rent payable for the tenancy of an allotment.	
AUTHORISED OFFICER	A member of the Parish Council or its staff or a member of the Tenants Association management committee	
RENEWAL NOTICE	Any notice of renewed rental charges.	
TENANT	A person who holds an agreement for the tenancy of an allotment.	
TENANCY AGREEMENT	A legally binding document which records the terms and conditions of letting a particular allotment to an individual.	
TENANTS ASSOCIATION	Church Crookham Allotment Tenants Association (CCATA)	
UNCULTIVATED	Either fully or partially overgrown or unused, weed or grass is prevalent, insufficient or no planting is present, and no effort has been made to keep the plot clear and tidy.	
CULTIVATED	the plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.	
PLOTS SIZES	STANDARD	Ranging from 100 to 150 square metres
	SMALL	Ranging from 50 to 70 square metres
	STARTER	Ranging from 30 to 49 square metres
	STARTER RAISED BED PLOTS – Excluding raised bed	Ranging from 18 to 20 square metres
STRUCTURES	e.g. cold frames or cloches	

The Tenancy is subject to the Allotment Acts 1908 to 1950 and to the Rules and Regulations endorsed in this document



## **2 TENANTS ASSOCIATION**

- 2.1 All tenants must join the Church Crookham Allotments Tenants Association (CCATA)
- 2.2 The Tenants Association must form a management committee.  
See section 14 for Responsibilities of the Tenants Association.

## **3 CULTIVATION AND USE**

### **Permitted Use**

- 3.1 The allotment will be used as an allotment garden that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his/her family and for no other purpose without the prior consent in writing of CCPC. Tenants may not use their allotment as a place of residence or sleep overnight. Tenants are prohibited from sub-letting their plots.

### **Cultivation**

- 3.2 Allotments must be kept clean, free from weeds, maintained in a good state of fertility and cultivation and in good condition throughout the year. The whole plot, including any uncultivated areas, must be kept safe and tidy at all times. Tenants, whose plots are, in the opinion of an authorised Officer on behalf of CCPC, not in a satisfactory condition for the time of year, shall be issued with a warning letter. Failure to comply with the letter will ultimately result in the CCPC terminating the tenancy.
- 3.3 New tenants will cultivate the allotment to an agreed acceptable standard within the first 3 months and thereafter will comply with the rules of the site.
- 3.4 Where possible Tenants should use biodegradable material as a weed suppressant.

### **Hedges and Fences**

- 3.5 Where a hedge forms a formal perimeter boundary to the site tenants must not assume responsibility for the maintenance.
- 3.6 Land between allotment plots and any paths must be kept free of weeds and obstructions by all neighbouring tenants.
- 3.7 Plots will initially be defined by wooden pegs located on the outside boundary of each plot area. The plots defined within these areas will be divided by the straight line between the wooden pegs. The wooden pegs must at no time be moved or removed. Boundary separation along this straight line is to be determined by the neighbouring plot holders with the assistance of the Tenants Association and/or representatives of the Parish Council.



3.8 Each plot will have a numbered stake located in a corner of the plot to enable the plot to be identified as per the allocated plot number. This stake should not be moved or removed at any time and remains the property of the Parish Council.

3.9 Tenants may erect a low fence around their plot to a maximum height of 50cm.

#### **Trees**

3.10 Tenants shall not plant any trees or shrubs (except for fruit trees and bushes) without the express and prior consent of CCPC. Permission will not be given for the planting of Leylandii or similar conifers.

3.11 If fruit trees and bushes are planted, they must be maintained so that they do not interfere with the comfort or enjoyment or management of other tenants. All new fruit trees must be on dwarf rooting stock.

3.12 Tenants must not, without the prior written consent of CCPC, cut or prune any timber or other tree which form part of the overall allotment site landscape.

3.13 CCPC may at any time cut or prune any hedge or tree forming part of the overall site landscape.

#### **Inspection and Access**

3.14 The allotment and any structure on it may be inspected by an Authorised Officer or the Police at any time and tenants must give whatever access is required by them, with or without notice.

#### **Instructions given by Authorised Officers on behalf of the Council**

3.15 Tenants must comply with any reasonable directions given by an authorised Officer or external contractor acting on behalf of CCPC in relation to any allotment or site.

#### **Ponds**

3.16 Permission will not be given to create ponds.

#### **Tyres**

3.17 The use of tyres for any purpose on a plot shall not be permitted.

## **4 RENT per annum, per plot**

4.1 Plots will be referred to by type, namely

Standard	Approximate size 100 to 150 square metres
Small	Approximate size 50 to 70 square metres
Starter	Approximate size 30 to 49 square metres

STARTER RAISED BED PLOTS – Excluding raised bed



Approximate size from 18 to 20 square metres

- 4.2 Plots will be charged on the basis of 55p per square metre and the size of the plot will be quoted to the nearest square metres.
- 4.3 Tenants must pay the invoiced rent within 28 days of the due date of the invoice.
- 4.4 The rent year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. Tenants taking up an allotment part way through the year will pay a proportion of the rent based on 1/12<sup>th</sup> of the annual rent for each complete month.
- 4.5 A sum of £50 is to be deposited with CCPC at the start of the tenancy as a surety. This will be repaid less any deduction for work to clear the allotment on termination of the tenancy. 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 CCPC; this is for the purpose of clearing the plot ready for re-letting.
- 4.6 The tenant may terminate the tenancy at any time by giving one month's notice in writing to CCPC. Rebate of rent for the remaining full months of the rental year will be given subject to the plot having been maintained to an acceptable standard as determined by CCPC. If the plot is deemed to be in an unacceptable standard the rent paid will be retained for the purpose of clearing the plot ready for re-letting
- 4.7 In the case of a transfer to another plot the tenant will pay rental on both plots for the duration of the transition period(as outlined in the Allocation Policy) but will not be asked for an additional deposit. The deposit from the original plot will be transferred to the new plot on completion of the transition.
- 4.8 Rent may be subject to review and any increase will coincide with the beginning of each new allotment year provided the CCPC takes reasonable steps to give at least 28 days' notice. This notice will be in writing to individual tenants and/or displayed prominently at notice boards and gates to the allotment site. Failure to give written notice to any individual Tenant, or failure on the part of the Tenant to read any information on the notice boards or gates will not invalidate that or any other Tenant's rent increase.
- 4.9 The Rules & Regulations contained in this document may also be subject to review. Notice to any changes to Rules & Regulations will be notified in writing to individual tenants and/or displayed prominently at notice boards and gates to the allotment site. Failure to give written notice to any individual Tenant, or failure on the part of the Tenant to read any information on the notice boards or gates will not invalidate that or any other change to these Rules and Regulations.
- 4.10 Prior permission in writing must be obtained from CCPC should a tenant wish to swap their plot with another in a mutually agreed arrangement. The swap will come into effect when new Tenancy Agreements have been signed by all parties.



## 5 WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS

### Water

- 5.1 CCPC will provide water points for the use of allotment tenants. Tenants will ensure that such water points are not contaminated by pesticides or any other contaminants. Water points will be shut off during winter months (1<sup>st</sup> December to 28<sup>th</sup> February, or at times when the weather conditions require it). Any use of pumps, sprinklers and hose pipes from these water points is prohibited.
- 5.2 Tenants must ensure that all water receptacles are stable, not sunken and where appropriate have secure covers.

### Bonfires

- 5.3 Bonfires of any kind are prohibited.

The Allotment Tenants Association Committee will carry out monthly controlled burn using a **GARDEN INCINERATOR BIN / BRAZIER**. This will be carried out under the supervision of the Allotment Tenants Association Committee who will also publish timings of the burns.

### Rubbish and Composting

- 5.4 No garden waste or any other material is to be placed against any hedge, fence or gate.
- 5.5 Only green vegetable waste material may be composted on individual plots. As there is no facility to dispose of this type of waste on any part of the site for composting, each tenant must ensure it is removed to an appropriate facility.
- 5.6 Composting is only allowed on the allotment plot and must be properly maintained to the satisfaction of CCPC.
- 5.7 All other waste material shall be removed from the site by the tenant and disposed of in an appropriate manner.
- 5.8 Any tenant who fails to comply with these rules regarding rubbish and composting will forfeit the tenancy of the plot.

### Barbed Wire/Razor Wire

- 5.9 Tenants shall not bring, use or allow the use of barbed, razor wire, corrugated metal sheeting, sharp materials or asbestos based materials on any part of the allotment site.

### Causing Nuisance



- 5.10 Tenants shall not discriminate, harass, bully or victimise any other tenant, authorised visitor or Authorised Officer on the ground of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any condition.
- 5.11 Tenants must not cause any nuisance or annoyance to the occupier of any other allotment plot.
- 5.12 Tenants must not enter upon, take or remove any plants or crops from any other allotment without that tenant's prior permission.
- 5.13 Tenants must not obstruct or reduce the width of any path between the allotment plots or block or obstruct the entrances to the site or water points.
- 5.14 Tenants must not park cars or delivery vehicles other than in allocated bays/areas.
- 5.15 Tenants must ensure that any children brought onto the site are kept under control at all times.
- 5.16 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

#### **Flammable Material and Chemicals**

- 5.17 No petrol, oil, fuel or other flammable liquids may be stored on the site.
- 5.18 Tenants must ensure that any pesticides or chemicals of any description which are kept and stored on the plot are stored safely and securely. Any pesticides or chemicals brought onto the allotment site are the sole responsibility of the tenant.
- 5.19 When using garden chemicals or fertilizers tenants must take reasonable care not to adversely affect members of the public, wildlife, neighbouring plots and boundaries and ensure that adjoining hedges, trees and crops are not contaminated and must make good or replant as necessary should damage occur.
- 5.20 So far as is possible tenants should select and use environmentally friendly substances whether for spraying, seed dressing or for any other purpose whatsoever that will cause the least harm to the environment and other allotment holders.

#### **Site Security**

- 5.21 All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure.
- 5.22 Tenants shall only use entrance roads, communal and joint pathways to gain access to the allotment unless consent has been given to the tenant by CCPC.
- 5.23 The allotment site will be accessible only during the hours from dawn to dusk.



### **Parking**

5.24 The car park should not be used for the storage of vehicles or trailers.

## **6. LIVESTOCK, PEST CONTROL, DOGS, AND BEES**

6.1 Tenants may not bring or keep any animal or livestock (including bees) on the allotment unless the written consent of CCPC is first obtained. Consent can be withdrawn at the discretion of the Council by written notice given to the Tenant. Failure to comply with this will result in a breach of the Tenancy Agreement.

### **Pest Control**

6.2 Any rodent activity should be reported to the allotment committee as they have the means for safe disposal. Please note no poisons should be brought onto the site. It is the responsibility of all tenants to report any rodent activity to the Pest Control Officer at Hart District Council on 01252 774421.

### **Dogs**

6.3 Dogs must not be brought onto any part of the allotment site unless they are kept on a short leash and kept under strict control at all times. All excrement must be removed from the site.

### **General**

6.4 All decisions made by a Hart District Council Environmental Health Officer, concerning matters of Environmental and/or Public Health will be considered as final.

## **7. FOOTPATHS**

7.1 The tenancy shall not include any communal pathways.

7.2 The tenant shall ensure that the boundary to their plot is clearly defined and marked out and that plot markers are kept clean, readable and clearly displayed.

## **8. COMMUNAL BUILDING**

8.1 A communal building will be provided by CCPC for the use of the allotment tenants. The building will be divided into four lockable sections with a small defined area provided for each plot holder to use for storage. The remaining space and usage thereof will be determined by the Tenants Association and with agreement of the Parish Council. CCPC will provide combination padlocks for the building's outer doors.



## 9. STRUCTURES

- 9.1 Tenants may erect structures to a maximum height of 1.5 metre and maximum width of 2 metres on their plot. No other structures may be placed on any allotment (excludes climbing frames for plants).

The use of fruit cages/ curved cloches is permitted on site up to the height of 2m for the promotion of cultivation ONLY. Structures above 1.5m must not be for storage purposes. The fruit cages must be constructed using see through material without solid roofing. These must be maintained in a tidy state at all times.

- 9.2 Structures containing glass will not be permitted.
- 9.3 Any structure on an allotment must be maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any authorised Officer. If CCPC is not satisfied with the state of the structure the tenant must either repair it to the Council's satisfaction or remove it within one month of instruction to do so. If the structure is not removed after one month, CCPC may remove it and charge the tenant the full cost of removal and disposal.
- 9.4 All structures must be adequately secured to the ground to prevent uplift.
- 9.5 Departing tenants shall remove any items or derelict structures from their plot before the end of their tenancy. Any such material not removed by the tenant will be removed by CCPC at the outgoing tenant's expense (retention of deposit).
- 9.6 Departing tenants may transfer ownership of any structure to the incoming tenant provided CCPC is supplied with a copy of the incoming tenant's written agreement.

## 10. CHANGE OF CIRCUMSTANCES AND NOTICES

- 10.1 Tenants must immediately inform the Council in writing or via email of any change of address or status.
- 10.2 Any correspondence to the Council should be sent to Church Crookham Parish Council, Church Crookham Community Centre, Boyce Road, Church Crookham, GU52 8AQ.
- 10.3 Any notice required to be given by CCPC to the tenant may be signed on behalf of CCPC by any duly Authorised Officer and may be served on the tenant either personally or by leaving it at the tenant's last known address or by sending it by recorded delivery to any such address or by fixing it in some conspicuous manner on the allotment plot.
- 10.4 Any notice required to be given by the tenant to CCPC shall be sufficiently given if signed by the tenant and forwarded as formal notice by either recorded or receipted delivery to the address in section 10.2.





## 11. TERMINATION BY THE COUNCIL

11.1 CCPC may terminate any allotment tenancy in any of the following ways:

(a) By giving one month written notice to quit if:

(i) The rent is in arrears for forty days or more whether lawfully demanded or not; or

(ii) The tenant is in breach of any of these rules or of their tenancy agreement. However, any breach of rules related to the cultivation of the allotment can only be grounds for notice to be given if at least three months have elapsed since the commencement of the Tenancy;

(iii) It appears to CCPC, on a balance of probabilities, that the tenant is no longer eligible according to the Council's allocation policy.

or

(b) As provided by the Allotment Act 1922, notice to quit by the Council must be by providing twelve months, such notice to expiring on or before 6<sup>th</sup> April or after 29<sup>th</sup> September in any year.

11.2 On the death of the named tenant, the tenancy will cease automatically. However, the tenancy may be transferred to a family member at the discretion of CCPC.

11.3 At the termination of the tenancy the outgoing tenant shall leave the allotment plot in the state and condition as described in Section 3.2 above.

## 12. TERMINATION BY THE TENANT

12.1 The tenant may terminate the tenancy at any time by giving one month's notice in writing to CCPC. If a tenant decides to stop cultivating an allotment part way through a year, they must notify CCPC so that the allotment may be let to a new tenant without delay. Any tenant not wishing to renew their tenancy should inform CCPC by January before the start of the tenancy year in April.

## 13. COUNCIL'S RESPONSIBILITIES

13.1 CCPC, either directly or through external contractors, acknowledges the following responsibilities:

### Administration

a) Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules and inspections, liaising with the Tenants Association and individual Tenants and others, Quarterly plot inspections, legal formalities, payment of site utilities, Public Liability Insurance.

### Repairs and Maintenance



- b) Repairs to site perimeter fences, gates, electric and water installations, maintenance of paths and perimeter hedges and trees on the allotment site, maintenance of the communal shed and vacant plot management.

**Infrastructure**

- c) Provision and maintenance of notice boards, gates, water infrastructure and security fences where necessary and site security.

**Liability**

- d) CCPC is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants shall report any incidents of theft and vandalism to the Police and the authorised Officer.

Final decisions and responsibilities for the allotment site belong to Church Crookham Parish Council

**14. CHURCH CROOKHAM ALLOTMENT TENANTS ASSOCIATION RESPONSIBILITIES**

**14.1 Responsibilities**

- improve and maintain relations with residents and the wider community
- organise social events for members
- provide a high level of help for new tenants
- help with tenants' grievances and complaints
- purchase, maintain and control the use of shared heavy tools and machinery
- Appoint a liaison with CCPC
- raise funds to help finance all of the above.

Organise membership of National Allotments Society for all tenant holders.

Organise, monitor & maintain appropriate usage of the communal shed.

- 14.2 Any changes or improvements to the allotment site, related processes, the site usage or these rules and regulations should be raised with the Parish Council for their consideration and decision.



**CONTACTS LIST**

		TELEPHONE NUMBER
EMERGENCY SERVICES:	POLICE, FIRE OR FIRST AID	999
NON-EMERGENCY POLICE		101
CHURCH CROOKHAM PARISH COUNCIL		01252 626793
HART DISTRICT COUNCIL:	ENVIRONMENTAL HEALTH PEST CONTROL	01252 774421
CHURCH CROOKHAM ALLOTMENT ASSOCIATION	WEBSITE – Please contact the committee via the Website	<a href="http://ccallotments.org.uk">ccallotments.org.uk</a>