

# HYPHE AND DIBDEN PARISH COUNCIL

The Grove, 25 St. John's Street  
Hythe  
S045 6BZ  
Tel: 02380 841411  
Fax: 02380 842181  
[www.hytheanddibden.gov.uk](http://www.hytheanddibden.gov.uk)



## Allotment Gardens

### General

Hythe and Dibden Parish Council provide Allotment Gardens as described under the 1922 Allotments Act. The allotment sites are at School Road, Jones Lane and West Street. Although some plots vary in size the majority of individual plots are 5 or 10 rods. A "rod" is a very old measurement and used to relate to a specific size of area, nowadays a whole plot is referred to as 10 rods and half as 5 rods. The rental charge is a nominal charge per rod per year.

### Availability

Allotments are provided for any resident, over the age of 18, within Hythe and Dibden Parish Council's boundaries, subject to availability.



A chronological waiting list will be kept and allotments will only be let to residents, over the age of 18, of neighbouring parishes if there are no residents within the Hythe and Dibden Parish Council boundaries on the list.

In letting an allotment, for which there are two or more applicants eligible, preference shall be given to an applicant who does not hold an allotment already. The allotment will then be let to the applicant whose name first appears on the waiting list.

The Council recommends all allotment tenants to have third party public liability insurance.


### Costs

Full details of costs are available on application.

## Allotment Rules and Conditions

The tenant of an allotment garden will comply with the following conditions:-


1. The tenant shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
2. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the Council for the use of all tenants.
3. The tenant shall not underlet, assign or part with possession of the allotment or any part of it, without the written consent of the Council i.e. the allotment is to be used and maintained by the tenant only, unless the Council has given written permission to the contrary.

4.  The tenant shall not, without written consent of the Council, cut or prune any timber or other trees, take, sell or carry away any mineral, gravel, sand or clay.

5. The tenant shall keep every hedge that forms part of the allotment, properly cut and trimmed, keep all ditches properly cleansed and maintain and keep in good repair any other fences and gates on the allotment.

6. The tenant may connect a hosepipe to any water tap provided and will disconnect it immediately if another tenant needs access to the tap. **THIS RULE WILL BE REVOKED IF THERE IS A DROUGHT OR IF THE USE OF HOSEPIPES IS ABUSED.**



7.  The tenant shall not, without the written consent of the Council, erect any shed or other building or structure on the allotment. Any structure that has been permitted will be small and will not dominate the allotment i.e. approx 1.8m x 1.8m.

8. The tenant shall not keep hens, rabbits or any other livestock on the allotment.
9. The tenant shall plant no bush within 2 metres of any boundary of any adjoining allotment garden.
10. 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 gardens.
11. The tenant shall not, without written consent of the Council, keep any tree exceeding 3m in height on the allotment.
12. The tenant shall observe and perform any condition that the Council adds to these rules if it is considered necessary to preserve the allotment from deterioration.

13. The tenant shall use a proprietary brand of material weed suppressant. The use of carpet, tarpaulin and plastic sheeting is not permitted.

14. The tenant shall use environmentally friendly, non-chemical brands of weed killer as recommended by MAFF.


15. The tenant will use the allotment for the cultivation of flower, vegetable or fruit crops for consumption by the tenant or the tenant's family.



16. The tenant will not use the allotment for the purpose of any trade or business.

17. The tenant will not erect, display or exhibit any advertisement board upon any allotment. On sites where the Council has provided a notice board, all notices are to be taken to the Council offices where they will be checked for suitability and posted on the boards by Council staff.

18. Due to the nature of the equipment and materials held at the allotment sites, children are only allowed onto the allotments under strict supervision of the tenant. The Council and other tenants cannot be deemed responsible should an accident occur.

19.  The tenant shall not take any dog in his charge to enter the site except on a lead and under control.



20. The tenant shall not use chemical sprays on any path provided by the Council for the use of all tenants.

21. The tenant shall not remove any plants or crops from any other allotment without the tenant's permission.

22. The tenant shall ensure that the gates are closed securely after entering or leaving the site. Locks, where provided, must be used.

23. The tenant shall not bring materials for the purpose of compost or storage to the allotment garden or site unless it is personal, compostable kitchen waste.

24. The Council has a Policy of not allowing bonfires on Allotment Gardens or sites however, it is recognised that there can be occasions that require legitimate burning. Guidelines are available from the Council Offices. If the guidelines are not adhered to, action will be taken to enforce the policy.



### **Agreements for letting Allotment Gardens**

An agreement to let an allotment garden must be signed by the applicant and the Clerk to the Council or his Deputy on behalf of the Council.

## Payment of Deposit



A deposit is payable along with an annual rental charge.

The deposit will be held by the Council and refunded when the tenancy of the allotment is terminated **PROVIDED** that the allotment can be relet without any maintenance work having to be undertaken by the Council.

## Payment of Rent

The rental for the allotment garden shall, unless otherwise agreed in writing, be paid yearly on 1 October in each year.

## Power to inspect Allotment Gardens

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

The Council or the tenant shall terminate the tenancy of an allotment garden by 12 months notice, in writing, expiring on a date between 29 September of any one year and 6 April of the following year. It may also be terminated by the Council, by re-entry, after one month's notice:

- a) If the rent is in arrears for not less than 40 days after it falls due or
- b) If a tenant is not duly observing the rules affecting the allotment garden, or any other term or condition of his tenancy, or if the tenant becomes bankrupt or compounds with his creditors.

The tenancy shall also be terminated on the death of a tenant.

Any notice may be served on a tenant either personally or by leaving it at his last known address, by hand or by post, or by fixing the notice in a conspicuous manner on the allotment garden.

