



# **HYTHE AND DIBDEN PARISH COUNCIL**

The Grove, 25 St. John's Street, Hythe, Hampshire SO45 6BZ

*Serving the communities of Dibden, Dibden Purlieu and Hythe*

## **General**

Hythe and Dibden Parish Council provide Allotment Gardens as described under the 1908 Allotments Act. The allotment sites are at School Road, Jones Lane and West Street. Plots vary in size but they tend to be referred to as full size plots and half size plots. A full size plot is approximately 250 square metres. The rental charge is a nominal charge per square metre per year plus a charge for water supplied to the site.

## **Availability**

Allotments are provided for any resident, aged 18 or above, living within Hythe and Dibden Parish Council's boundaries, subject to availability.

A waiting list is kept and updated by the Parish Council. No person residing outside the Hythe and Dibden Parish Council boundary will be accepted onto the waiting list.

A new tenancy will be offered to the person who has been on the waiting list for the longest period of time. On occasions applicants have specified an allotment site on which they require a plot. If a plot becomes available on another site, then the applicant will not be contacted, regardless of whether they are top of the waiting list. In instances of this nature, the next person on the list who has not specified a site will be contacted and the applicant who specified a site will maintain their position at the top of the waiting list until a plot on the preferred site becomes available.

Tenancies will not be offered to persons on the waiting list who are already allotment tenants in the parish.

## **Costs**

Full details of costs are available on application.

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

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Hythe and Dibden Parish Council

of The Grove, 25 St. John's Street, Hythe, Hampshire, SO45 6BZ  
(‘the Council’) and \_\_\_\_\_

Of \_\_\_\_\_ (‘the tenant’) by  
which it is agreed that:

**1. Tenancy**

1. The Council shall let to the tenant the Allotment Garden situated at *[insert full postal address]* and referenced as *[insert number]* in the Council’s Allotment Register, outlined in red for identification purposes only on the plan attached.
- 1a All Tenants must complete and sign a Tenancy Agreement. This is a legally binding agreement. Each plot will be in the name of one Tenant only. Groups or Organisations must submit a pre-tenancy application for approval by the Council; such tenancies will be in the name of one person known as the principal Tenant.
- 1b. 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.
- 1c Joint or shared Tenancies are not permitted.
- 1d Tenants must reside within the boundary of Hythe and Dibden Parish Council.
- 1e In the event of a Tenant moving outside the Parish boundary during tenancy, they will be permitted to retain their plot until the annual Notice to Quit has been issued.

**2. Payment of Deposit**

- 2a A deposit is payable when the tenancy commences, along with an annual rental and water charge.
- 2b The deposit will be held by the Council and refunded when the tenancy of the allotment is terminated **PROVIDED** that the allotment can be re-let without any maintenance work having to be undertaken by the Council.

**3. Payment of Rent**

- 3a Rent, including water charges is due at the commencement of the Tenancy and annually on 1<sup>st</sup> October thereafter (unless otherwise stated in the Tenancy Agreement).
- 3b Rent and water charges will be reviewed annually.

**4. Power to inspect Allotment Gardens**

- 4a Any officer of the Council shall be entitled, at any time, to enter and inspect an allotment garden (and any structure on it). An allotment inspection procedure has been adopted and details are in place.

**5. Termination of a Tenancy of an Allotment Garden**

- 5a The Council 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:
  - i) If the rent is in arrears for not less than 40 days after it falls due or
  - ii) 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.

- 5b The tenancy shall also be terminated on the death of a tenant.
- 5c 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.
- 5d Tenants may terminate Allotment Garden Tenancies by giving the Council one month's notice in writing to Hythe & Dibden Parish Council, The Grove, 25 St John's Street, Hythe, SO45 6BZ.
- 6. Change of Address and Notice**
- 6a Tenants must immediately inform the Council in writing of changes of address.

### **Allotment Rules**

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. Cultivation means digging, mulching, pruning, weeding and planting and is to be for the production of non-invasive vegetables, fruit, herbs, flowers or other ornamental plants.  
  
It is not sufficient to simply clear weeds without using the area to produce crops and flowers. A lawn does not constitute cultivation.
2. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of all tenants. Paths between two allotment plots must be a minimum of 500mm in width where possible and must be kept trimmed and free from weeds up to the nearest half width by each adjoining Tenant.
3. The tenant shall not underlet, assign or part with possession of the allotment garden or any part of it, without the written consent of the Council i.e. the allotment garden 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 which are not their responsibility, take, sell or carry away any mineral, gravel, sand or clay.
5. The tenant shall keep every hedge that forms part of the allotment plot properly cut and trimmed, keep all ditches properly cleansed and maintain and keep in good repair any other fences and gates on the allotment plot.
6. The tenant may connect a hosepipe to any water tap provided and must 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. The use of a sprinkler system is not permitted.**
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 plot i.e. approx 1.8m x 1.8m. It must be maintained in a good state of repair and condition, to the satisfaction of the Council. No permanent footings or bases may be constructed.
8. The tenant shall not keep bees, 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. Ponds or water features will not be permitted on a plot.
11. Barbed wire must not be used on individual Allotment plots.
12. The tenant shall not, without written consent of the Council, keep any tree exceeding 3m in height on the allotment.

13. 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.
14. The tenant shall use, if he so chooses, a proprietary brand of material weed suppressant. The use of carpet, tarpaulin and plastic sheeting is not permitted.
15. The tenant shall use only brands of weed killer which are registered by DEFRA for non professional use.
16. The tenant will use the allotment garden for the cultivation of flower, vegetable or fruit crops for consumption by the tenant or the tenant's family.
17. The tenant will not use the allotment garden for the purpose of any trade or business.
18. The tenant will not erect, display or exhibit any advertisement board upon any allotment garden. 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.
19. 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.
20. The tenant shall not allow any dog in his/her charge to enter the site except on a lead and under control. The tenant must ensure that any dog faeces be removed forthwith.
21. The tenant shall not use chemical sprays on any path provided by the Council for the use of all tenants.
22. The tenant shall not remove any plants or crops from any other allotment garden without the tenant's permission.
23. The tenant shall ensure that the gates are closed securely after entering or leaving the site. Locks, where provided, must be used.
24. The tenant shall not bring materials for the purpose of compost or storage to the allotment garden or site unless it is personal, compostable uncooked vegetable kitchen waste or green garden waste generated from the tenants own residential property.
25. The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept responsibility for any injury caused by such items.
26. The Council discourages the use of bonfires on allotment gardens or sites. However, it is recognised that there can occasionally be material that require legitimate burning. Guidelines on bonfires are available from New Forest District Council. If the guidelines are not adhered to, enforcement action will be taken.
27. Tenants should only take vehicles onto the allotment sites for the delivery/collection of materials used in the tending of plots and only when ground conditions are suitable. The vehicle should only be on the allotment site for the duration of the delivery/collection.

Signed by **The Tenant**

and

Signed by Clerk/Deputy Clerk to the Council  
**For and on behalf of Hythe and Dibden Parish Council**

s:allotment rules  
080604,310804,280706,150113



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## ALLOTMENT RULES ITEM 1 – CONDITION OF ALLOTMENTS

A points system will be applied when allotment plots are inspected by Officers of the Council. The points system has been instigated on the following basis:-

1. If a plot is found to be in **very** poor condition, a **3 point** penalty will be applied, with a **2 point** penalty being applied to a plot in poor condition. Reasonable condition is defined in Rule 1 of the Allotment Rules and in Item 2 below. Any tenant who collects more than **7 points** in any calendar year will be given Notice to Quit.
2. Hythe and Dibden Parish Council will, on inspection, expect 75% of the plot to be cultivated to regard it as in a reasonable condition. It does, however, retain the right to invoke item 3 below if the 25% not cultivated is a nuisance to other tenants.
3. Hythe and Dibden Parish Council reserve the right to go onto any plot that is not corrected within 1 month of being informed of a problem to trim it so as not to cause a nuisance to other tenants.
4. All tenants must maintain any plot number provided by the Council on their plots. Should the plot number become damaged, broken or missing a letter will be issued to that tenant of this responsibility. If this situation has not been rectified at the following month's inspection then a **1 point** penalty will be levied at each and subsequent inspection until resolved.
5. During the Summer months inspections will take place monthly (April to September). Letters will be sent to those tenants whose plots are deemed not to be in a reasonable condition.
6. If a tenant accrues **5** or more points in any calendar year, then at the end of that year **2 points** will be carried forward to the following year. If the tenant accrues less than **5 points** in the calendar year then no points will be carried forward.
7. The Clerk to the Council shall keep a record of all letters from tenants informing Hythe and Dibden Parish Council of personal circumstances that may prevent them from maintaining their plots properly and will take into account such letters when deciding on Notice to Quit.