



SOUTHMINSTER PARISH COUNCIL

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ALLOTMENT RULES

The Southminster Parish Council (the Council) at its discretion provides a number of allotments to be available on an annual rental basis to Southminster residents upon application. These allotments are situated on two sites; respectively at Pantile Hill and Pump Mead Close. These Allotment Rules are published by the Council and specify the terms on which residents may rent an allotment and the conditions upon which such a rental may be agreed by the Council.

1. The letting of allotments is at the absolute discretion of the Council.
2. The letting period shall commence on 1st October in each calendar year and shall terminate on 30th September following.
3. In normal circumstances, the letting period shall be renewable annually.
4. Allotments and all ancillary land adjacent thereto remain at all times the property of the Council who shall be entitled to inspect the facility at any time.
 - a. Should the Council determine that the whole or part of any allotment site is required for other purposes, or for disposal, any existing rental agreements may be terminated on the giving of three calendar months notice, together with the refund of any rent already paid for the period and compensation in respect of any abandoned crops.
5. The annual rental fee shall be specified by the Council and is payable in full by the tenant on 1st October.
 - a. Should any annual payment not be made in full within two weeks of the due date, without due cause or explanation, the Council reserves the right immediately to terminate the rental agreement.
 - b. Should any tenant contravene any of the conditions specified in clause 6 below, the Council shall have the right immediately, and without notice, to terminate the rental agreement
 - c. Where a new tenant is allocated an allotment that is found to be in a state of neglect, the Council, at its discretion, may remit a proportion of the first annual payment.
 - d. Unless terminated by the Council under other provisions within these rules, the rental agreement may be terminated by either party on written notice of at least three calendar months.
6. In accepting the tenancy of a designated allotment, the tenant agrees:
 - a. To use the plot only for lawful horticultural activities.
 - b. To maintain the plot generally tidy, weeded and tended regularly and cultivated to a minimum of seventy-five percent of its total area.
 - c. To ensure that any new tree is planted into a suitable container and not directly into the ground.
 - d. Not to sub-let any part of their designated plot without the express written permission of the Council.

- e. Not to use hosepipes other than for the filling of water butts. The use of a gravity fed porous hose shall be permissible provided that such porous hose is connected only to a water butt.
 - f. Not to bring any glass on to the allotment site, nor to import rubbish or any other materials not generated by the allotment itself.
 - g. To light bonfires only for the disposal of allotment generated waste and with due consideration of other tenants; and, to ensure that any such fire is continuously tended until extinguished.
 - h. To ensure that any importation and use of manure does not obstruct pathways or other communal areas nor otherwise cause nuisance to other tenants.
 - i. To seek the written permission of the Council for the erection of a portable building which may not exceed 1.8m x 1.8m x 1.35m (6' x 6' x 4'), and which may be installed only on a temporary foundation.
 - j. Not to erect any greenhouse and to ensure that, if used, any cloche is no taller than 600mm (2').
 - k. To seek the written permission of the Council for the erection of a poly-tunnel which may not exceed 4m x 2m x 2m (12.9' x 6.6' x 6.6'), and which may be installed only on a temporary foundation along the southern boundary of the plot.
 - l. To keep any dog on a lead at all times and confined to the tenant's designated plot.
 - m. To be responsible for ensuring that any visitors remain solely within the communal areas and the tenant's designated plot.
 - n. Where applicable, to ensure that pedestrian and vehicular access ways are adequately maintained at all times.
 - o. That at the first sign of any blight or similar fungal infection, immediately to remove all affected plants and to ensure their safe disposal away from the site; and, to accept that non-compliance with this clause may result in the Council taking the necessary action which will incur a charge.
 - p. Not to trespass onto any plot not rented or otherwise allocated to them, nor to damage, remove or in any other way interfere with any property or produce belonging to other tenants.
7. The Council may appoint an Allotments Committee to act on its behalf between its annual general meetings and may delegate specified duties and other responsibilities to the Committee.
- a. In such circumstances, at least one meeting of the Committee in any calendar year shall be convened and chaired by the nominated representative of the Council.

Adopted 14th March 2011 – Minute PCM 10/180b.

Revised 9th December 2011 – added clause 6n – Minute PCM 11/120.

Revised 10th December 2012 – Added clause 6o and deleted 'persistently' from 5b – Minute PCM 12/138

Revised 13th January 2014 – Revised clause 6j and added clause concerning poly tunnels, re-ordered Clause 6.

Revised 18th January 2016 - Revised clause 6e to allow the use of porous pipes for irrigation – PCM 15/xxx