

SOUTH HANNINGFIELD PARISH ALLOTMENTS

Charity No: 252568

RULES AND CONDITIONS FOR THE CULTIVATION OF ALLOTMENT GARDENS

INTERPRETATION OF TERMS

1. Throughout these rules and conditions, the expressions: "Allotment Plot" or "Plot" means a defined area of land within the Allotment Gardens, Heath Road, Ramsden Heath that is available to rent for an annual sum.
2. "The Charity" means South Hanningfield Parish Allotments, who will appoint employees, contractors or others to conduct works at it thinks fit.
3. South Hanningfield Parish Council are "The Trustees" of "The Charity."
4. "Tenant" means a person who holds a tenancy of an Allotment Plot.

ACCEPTANCE

5. By accepting the tenancy of the Plot, the Tenant agrees to observe and abide by the rules and conditions set out by the Charity. The Tenant also agrees to abide by any other terms and conditions which the Charity may implement from time to time.

USE

6. The Charity for its part shall
 - a) Keep the central path and boundary hedges, gates and fences in good condition and maintain a water supply for tenants use.
 - b) Keep the allotment gardens under good management.
 - c.) Allow residents outside the parish area to apply and be allocated a plot, if available, at its and the Trustees discretion.
7. The tenant will not use the plot for any commercial use; they are for personal use only.
8. The use of concrete or cement is not permitted.

ASSIGNMENT

9. The Tenant shall not underlet, assign or part with the possession of any part of their allotment plot without the written consent of the Charity or its Trustees.

BOUNDARY PATHS

10. The Tenant must regularly cut and maintain the path adjoining the allotment plot on the right-hand side as viewed from the central pathway. Where the plot is bounded by a length of ditch, that part of the ditch must be kept free from all obstruction and other plot holders are not allowed to deposit any refuse in the ditch or hedgerows. Tenants should also ensure there is no obstruction or encroachment from their plot by plants, structures or tools.

SHEDS & OTHER STRUCTURES

11. Any structure shall not cause any nuisance or annoyance to the occupier of any other plot or obstruct any path set out by the charity for the use of tenants nor without the consent of the charity erect any building or structure on the Allotment Garden other than fruit cages, growing frames (both no higher than 2.5 metres), storage boxes up to 1.2 metre high or cloches. These are to be maintained and along with any compost bins and water butts kept within the cultivated area of the plot.

FENCING, GATES & ACCESS

12. To help maintain the security of the site, tenants must ensure that the gates provided by the Charity for general access are closed and where applicable secured after entrance and exit.
13. Tenants are not permitted to go onto other plots unless they have been given permission to do so by the plot holder or the Charity.

14. If major health or other incidents occur such as pandemic outbreaks the Charity or its Trustees may issue further instructions in response to Government advice, which tenants must follow.
15. Tenants who enter the allotment site via gates in rear fences of gardens do so without the permission of the Charity and therefore cannot claim any easement or right of way over the Charity's land.
16. A key for toilet facilities at the Christian Growth Centre (Heath Road) can be obtained from the Parish Council office for a deposit of £15. The deposit will be kept in the holding account and refunded upon return of the key.

RUBBISH

17. The Allotment plots shall be kept tidy, clean, and in a good state of cultivation.
18. Plot holders are responsible for the disposal of all waste matter generated by the allotment garden. All such waste matter is either to be composted on the tenant's plot or taken home and put into their recycling or compost bin. If composting, please do not add household waste such as meat, dairy, bones, cooked foods or other inappropriate items to compost bins.
19. Waste materials are not to be dumped anywhere on the allotment site.

BONFIRES

20. Tenants should not light any bonfires anywhere on the Allotment site.

WATERING

21. Plot Holders should convey water to their plots by bucket or watering can only. The use of hoses is prohibited.
22. The Tenant must exercise due and proper care of the water supply to prevent waste and prevent contamination thereof and must not wash boots, produce or tools in the water tanks. Tenants are asked to notify any problems e.g. overflowing to the Allotments administrator.

CHEMICALS & WEED CONTROL

23. Tenants must take all reasonable care when using sprays, fertilisers and chemicals to ensure hedges, trees and crops of other tenants are not affected. Tenants should always comply with current legislation and regulations regarding the use and storage of any chemical or fertiliser.

DOGS

24. Dogs or other animal are not to be brought onto the Allotment Gardens unless on a leash or tether. They must always be kept strictly under control and only kept on your plot. Tenants must make sure that they clear up any mess left by their dog and dispose of it off site.

CHILDREN

25. Tenants bringing children onsite, in the interest of their own safety, should ensure that they are always fully supervised and should not be allowed to stray onto other plots or wander around the Allotment site un-supervised. The Charity will not take any responsibility for any damage, loss or accident.

CULTIVATION

26. If, for whatever reason, a tenant is temporarily unable to work their plot sufficiently to meet/maintain the cultivation standards, please inform the Charity at the earliest opportunity. Do not wait for a warning letter to be issued.
27. In the event of any plot being found to be neglected, in a poor state of fertility or cultivation and the tenant fails to remedy this situation within **30 days** at the request of the Charity, the Charity or its employees shall be entitled to enter on to it to carry out such work as may be necessary to restore the land to a good condition. In such circumstances the tenant shall pay the cost of the remedial work.
28. The Charity is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in a good state of fertility.

CRIMINAL DAMAGE

29. The Charity does not accept responsibility for stolen items or vandalism. All incidents should be reported to the police and a crime number be obtained. The Tenant's own insurance should cover these eventualities.
30. The Tenant's own insurance is important; to protect your property and for public liability purposes and it is the responsibility of plot holders to arrange this themselves.

POWER TO INSPECT ALLOTMENT GARDENS

31. For the purpose of good management of the Allotment Gardens, each plot will be inspected by the Charity or Trustees or any of their authorised representatives at any time.

OTHER IMPORTANT TERMS OF AGREEMENT

32. Tenants will not, without the consent of the Charity, cut or prune any trees or other part of a boundary hedge or take, sell or carry away any soil.
33. Tenants will not plant any trees other than fruit trees on their plot. These should be regularly maintained and not allowed to grow in excess of 2.5 metres in height. From 1st April 2025 only dwarf varieties should be planted. The Charity honours pre-existing fruit trees and cages on all allotment plots prior to 1st April 2025, subject to the trees being regularly pruned so they do not exceed a height of 2.5 metres, and the fruit cages being well maintained.

NOTICES AND CHANGE OF ADDRESS

34. Any notices required by the tenancy agreement shall be properly served if sent to the email address supplied or for plot holders without an email address by post.
35. The Tenant must immediately inform the Allotments administrator in writing or by email of any change in contact details.

TERMINATION OF TENANCY

36. In the first year of tenancy the tenant is deemed to be serving a trial period, and should they breach of any of the rules and conditions the tenancy shall terminate after 28 days' notice. In such circumstances the tenant shall not be entitled to any refund (except for any key deposits upon their return) of rent or other charges paid.
37. The tenancy terminates on the annual rent day next after the death of any tenant and shall also end whenever the right of occupation by the Charity ceases.

Effective from 12.2.2026
To be reviewed annually.
Next Review February 2027