



Kingsclere Parish Council Bushnells Allotments, Longcroft Road Rules and Regulations

As agreed at the Ordinary Meeting of the Parish Council on 29th November 2021

Please note that these new Rules and Regulations issued by Kingsclere Parish Council (The Owners) replace all previous Rules and Regulations and will take effect from **1st January 2022**.

1.

You (the Tenant) must always close the gate when entering or leaving the allotment site and ensure that your car does not obstruct access to the entrance or any of the allotment plots.

2.

You shall keep your plot in a good state of cultivation and fertility and in good condition. If the plot remains uncultivated you will be notified by the Owners of the need to improve and given 28 days to comply. Failure to do so will result in a 2nd notification to improve. If there has been no improvement after two further weeks a 3rd and final notice to improve will be sent and the tenancy may be terminated. Special circumstances may be taken into consideration such as ill health; however, you must inform the Owners of the reason you are unable to cultivate your plot and likely date to recommence. The Owners may undertake basic strimming to control weeds during this time. Notwithstanding this, if you are unable to recommence cultivation after 1 year from the date you notified the Owners, you may be required to hand your plot back to the Owners. Following termination of the Agreement there will be no reimbursement of rent paid.

3.

You shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or the public, or occupiers of property adjacent to the Allotment Gardens, or obstruct any path set out by the Owners for the use of occupiers of the Allotment Garden. Failure to comply will result in termination of the Agreement there will be no reimbursement of rent paid.

4.

You shall not sub-let, assign, share, or part with the possession of your allotment plot, or any part of it, without the written consent of the Owners. A person sharing an allotment plot with you, not named and recorded as the second tenant by prior agreement with the Owners, has no right to the allotment plot when your tenancy expires.

5.

You are permitted to plant a maximum of one fruit tree per half plot and two fruit trees per full plot. Any new trees planted must be of a dwarf variety and not permitted to grow to more than 8 feet. Thereafter they should be regularly maintained to restrict height and width so as not to cause nuisance (e.g overhang or shade) to other allotment plot tenants. Failure to comply with this regulation may result in the trees being removed by the Owners. Existing trees on plots must be maintained to promote good condition, not overhang, and pruned to restrict future height and width growth.

6.

The main entrance area, central access and perimeter paths will be regularly mown by the Owner's Contractors, they are to be kept clear at all times of obstructions such as compost heaps or bins that may restrict the mowers access, and materials such as spoil, stones, twine etc, should be removed from the pathways to avoid damage or injury during the regular maintenance. Footpaths between allotment plots are to be kept mown by the adjacent tenants.

7.

You shall not use barbed wire or erect any fences on the allotment garden without prior written permission from an officer of the Owners. No sheds may be erected. Each plot may have one polytunnel or greenhouse (polycarbonate) not exceeding 2m x 3m. No glass greenhouses are allowed without prior written permission from an officer of the Owners.

8.

Allotment holders should ensure that carpets, cardboard or similar coverings are removed from the allotment site when they are not in use for weed control.

9.

Any member of Kingsclere Parish Council (the Owners) or any Officer authorised by them shall be entitled to enter and inspect your plot at any time.

10.

The allotment plot shall not be used for commercial purposes.

11.

You shall not, on termination of the tenancy, be entitled to receive from the Owners any compensation for the loss of plants or for any improvements made to the allotment plot yourself during your tenancy.

12.

You may remove any plant planted by yourself before termination of the tenancy, but you must level the surface of the land and restore the plot to a proper state and condition and make good any damage caused by the removal. All plots must be left in good condition when vacated. Failure to do so will result in the Owners charging the vacating Tenant for the work necessary to reinstate the plot to a proper state and condition.

13.

Water troughs are installed for the use of the allotment tenants. Watering by means of a hosepipe attached to the standpipes is NOT permitted, but small water butts may be placed on the plot for your own use.

14.

Dogs, except assistance dogs, are not permitted in the Allotment Gardens but can be tethered near the gates. Dogs should not be permitted to foul the entrance area and owners are required to clean up after them.

15.

Bonfires will be permitted on the tenants' own plot only for the destruction of non-compostable material originating from their allotment. These must only be lit when there is no nuisance caused to neighbouring properties and must be tended at all times. No other bonfires will be permitted on allotment land and any organic material must be composted by the Tenant on the Tenant's own allotment plot. Any other material must be removed and disposed of by the Tenant.

16.

Kingsclere Parish Council may from time to time convene an Allotment Management Group, made up of representatives of the Tenants, provides a forum to discuss the management of the Bushnells Allotments including the development of any plans for changes and improvements. You will co-operate with requests made by the Allotment Management Group in so far as they apply to your plot and where possible provide support for any work to be carried out in the general areas of the Bushnell Allotments.

17.

The Owners will arrange for work to be undertaken from time to time, sometimes under the direction of the Allotment Management Group. You as the Tenant indemnify the Owner against all damages, loss or injury that may occur for whatever reason on your plot whether caused by the Owners, the Owners' authorised officers, you or third parties. As tenant you effectively insure your plot for damage, loss or injury caused by whatever means. It is your choice as to whether you wish to take out a commercial insurance policy to protect against damage, loss or injury for events that may occur on your plot. These regulations override any previous regulations, and the Owners reserve the right to make alterations to these regulations from time to time subject to the tenant being sent 28 days prior notice to their last known address.

Toilet Block:

The water to the toilet block is turned off during the Winter months and the system drained down. Keys can be obtained from the Parish Clerk

Allotment Allocation Policy:

Beginning 1st January 2022 Allotments will be allocated in line with the allocation policy enclosed.