

ALDERHOLT PARISH COUNCIL

**Alderholt Allotments
Hillbury Road
Alderholt
SP6 3BQ**

Historical Background

The Marquess of Salisbury originally owned the allotments but they were awarded to the Parish of Alderholt in an Enclosure Award dated 1859 and from that point the land containing the allotments became the ownership of the community of Alderholt. At the time, it was awarded to the “churchwarden and overseer of the poor”, a job now undertaken by the Parish Council who act as stewards on behalf of the whole community.

Cranborne Estate holds residual interests in the land , including rights to the mines and minerals. It also takes an interest in the land remaining as allotments for the community of Alderholt. There is a rent charge payable to the Estate of 67p per year and this remains in perpetuity.

Over the year's, the number of plots have varied and at times, some of the land has been used for paddocks due to the low take up by residents. However, allotments have increased in popularity over recent years, and the number of allotment plots now is now at its highest with all plots being rented and the creation of half plots to help manage the waiting list.

The waiting list varies but on average there are 5 people on the list waiting approx 1-2 years before obtaining a plot.

Administration

The allotments are managed by the Clerk (the responsible officer) on behalf of Alderholt Parish Council.

All individual allotment queries/issues should be sent in the first instance to the Allotment Association secretary by each tenant who will direct to the Parish council office if necessary.

If there is an allotment issue that tenant's feel should be dealt with collectively as a group then this can be discussed through the Alderholt Allotment Association (AAA) who can then send minuted proposals to the office at least 7 clear days before the next Parish Council meeting in order for it to be considered at that meeting.

When a vote is taken, in the interests of simplicity, it will be based on 1 vote per tenancy agreement.

There are also designated Parish Councillors who can help with any collective issues that may arise.

Waiting List

Alderholt Allotments are only available to residents living in Alderholt.

Applications to be put on the waiting list can be obtained from the Parish Office.

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The waiting list is determined by date order of when a completed application form is received at the office. Vacancies are offered first to the person at the top of the list. If for any reason the plot is declined, the resident will be given the opportunity to remain at the top of the waiting list and the next in line will be offered the plot.

Existing tenants wishing to change their plots will be on the same waiting list and dealt with in the same way as new tenants.

There will be a separate waiting list of tenants requiring a second plot but they will not be offered a plot until there is no one on the waiting list of new tenants.

Tenancy Agreements

To have an allotment plot, a tenancy agreement detailing the rules of the allotments, has to be signed by the resident. If the clauses within the tenancy agreement are not adhered to, a reminder letter will be sent and if not acted upon, will result in the termination of the tenancy agreement. This is particularly pertinent to clauses 7,12,15 and 28 regarding cultivation of plots.

The tenancy agreement is signed when an initial tenancy is taken over and renewed each year upon receipt of the annual rent due on 30th September each year.

Tenancies are non-transferable.

Joint tenancies should ideally be set up from commencement of the agreement. However, a second tenant may be added at the discretion of the council subject to the following condition; if the first tenant removes him/herself from the tenancy before two years have lapsed following the date of the joint tenancy, then the whole tenancy agreement will be determined as terminated. This is in the interests of fairness to residents on the waiting list. This is not applicable if there is no waiting list when the second tenant is added.

Data Protection

Tenants' contact details are shared with the Allotment Association and in turn, other allotment tenants. You can withdraw from your information being shared in this way by opting out on the allotment application form or at any time by advising the council in writing.

Annual Rent

The allotment year runs from 30th September - 29th September next.

Current fees are as follows;

Full plot; £26.00

Half plots £ 21.00

Community plots (no's 25 & 26); free of charge

Any new tenancy agreements during an allotment year up until 31st May will still incur the annual rental fee. After this date, the plot will be offered free of charge.

At the September 2015 Parish Council meeting (min ref 155/15), it was unanimously agreed that the plots previously rented as half plots be amalgamated into full plots and charged the full plot fee. In the event of the waiting list growing again, half plots will be re-introduced.

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Community Plots

Plot no's 25 & 26 have been allocated free of charge to a community group; Alderholt Brownies. (Refer PC minute 156/11)

Alderholt Allotment Association (AAA)

This is a voluntary organisation made up of allotment tenants.

Tenants are auto enrolled in the Allotment Association, and you will be able to meet other tenants and join in shared schemes such as seed sharing. It is also the collective voice of the tenants.

Proposals on behalf of allotment tenants (accompanied by minutes from the relevant meeting) can be put to the parish council for consideration.

The AAA has an annual meeting at which committee members are elected.

Working parties, organised jointly by the AAA and Parish Council can be set up to carry out jobs, such as ditch clearing, to help benefit the allotments and its tenants.

Gate access to Drainage Ditch

There is a gate giving access to the drainage ditch on plot 26 but the following conditions must be adhered to when accessing it:

1. Tenants can only access this gate through the AAA or PC for drainage clearance purposes, having first agreed a mutually convenient date and time with the plot holder, Alderholt Brownies
2. Tenants must pay due care and attention whilst accessing the gate to ensure that no damage or nuisance is caused to plot 26.
3. Access will only be required twice a year, or less, unless there is a specific one-off problem. In all cases point 1 shall apply.
4. Whilst clearing the ditches, tenants must not stray onto the neighbouring land unless prior consent has been given from the neighbour.
5. The tenant of plot 26 must keep the gate accessible and clear of weeds and debris.

Water

Currently the annual water bill is paid by the Parish Council. There are 4 taps at the allotments and although tenants are not charged directly for water usage, in order to keep rental fees low, tenants are requested to use it carefully.

The water supply will be turned off from 1st December until 1st March to protect the taps and pipes from freezing.

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Allotment Gardens- Tenancy Agreement

The tenancy of an allotment is subject to the Allotment Acts 1908 - 1950 and the Regulations listed below:

1. The Allotment Year runs from September 30th to September 29th next.
2. The Allotment Rent is due for payment on September 30th each year or on Allotment Garden Rent Collection Day the date of which will be notified.

General

3. No unaccompanied children are allowed in the Allotment Gardens.
4. The Tenant shall be responsible for the safety of visitors to their plot (including children).
5. Any play equipment brought onto site must be removed at the end of each day and not interfere with cultivation as per clause 16.
6. No ponds are permitted in the Allotment Gardens.
7. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or any path set out by the Council for the use of by occupiers of the allotment gardens.
8. The Tenant shall not underlet the Allotment Garden(s) or any part thereof without the written consent of the Council.
9. Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Gardens.

Site Security

10. The tenant and any helpers are responsible for the security of the site. After unlocking the gate, the padlock must be locked securely onto the gate mesh and the gate must be closed. When leaving the site, the gate must be padlocked. The combination code must be scrambled after entering and locking and must not be given out unnecessarily. (refer to allotment security sheet)
11. Tenants are responsible for the drainage that exits by the boundary fence and that those ditches are properly secured against deer, foxes, and other wildlife from gaining entry.

Cultivation and use

12. The Tenant shall keep the Allotment garden(s) clean and in a good state of cultivation and fertility. The plot should be actively maintained, productive and in general good condition.
13. The Tenant shall not cut or prune any trees or other timber without the written consent of the Council.

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14. The Tenant shall be responsible for keeping their plot maintained so that invasive plants cannot take control and spread to other plots.
15. **Tenants must have their Allotment gardens at least partially prepared for cultivation by May 31st each year. This means preparing the ground, planting and growing crops. The remainder needs to be cut down, tidy and actively maintained). This will be monitored by the allotment representatives on behalf of the Parish Council.**
16. The allotment garden shall be cultivated for the production of vegetable, fruit crops **and flowers** for consumption by the tenant or his family, or in the case of a community group plot, by the members and families of the community group.
17. Only fruit/nut bearing trees will be permitted which must be pruned after fruiting to a maximum height of 2m.
18. The tenant must take proper precautions when using sprays or fertilisers to minimise any adverse effects on the environment and comply at all times with current regulations.

Allotment boundaries

19. The Tenant shall keep the hedge that forms part of the allotment garden bordering his/her plot properly cut and trimmed, keep all ditches **on the plot** properly clear and keep cut his/her part of the central grass path. **Boundaries between plots and adjacent to the centre path should be maintained and kept as free from weeds as possible to avoid becoming a nuisance to other tenants.**
20. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for use by occupiers of the Allotment Gardens.

Buildings and structures

21. Tenant shall not, without the written consent of the council, erect any building on the allotment garden with the exception of one small wooden shed to a maximum size **8ft x 6ft** for the purpose of storing tools. The shed is to be removed by the Tenant at the end of a Tenancy.
22. The Tenant may erect one glass greenhouse after obtaining written consent from the Council. A refundable deposit of £100.00 will be charged and held by the Council until the termination of the Tenancy. At the end of the Tenancy, the Tenant will be required to remove the greenhouse and all related glass, and the £100.00 deposit will be refunded. In the event that the Tenant does not remove the greenhouse to the satisfaction of the Council, the £100.00 deposit will be retained by the Council.

Livestock and bees

23. The keeping of hens is not permitted. The following issues make it detrimental to the welfare of hens:
 - The ground in much of the allotments becomes soft and/or wet during the winter months which is detrimental to hen health and the allotment site is too far from dwellings for appropriate monitoring of hens welfare.
 - Hens may wander onto other plots and destroy plants, create noise and noxious smells.
 - Feed may attract rats and other vermin.

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24. Whilst the Council fully recognised the need for bees as pollinators, the keeping of bees on the allotment gardens is not permitted as it would not allow the plot to be worked as per its intended purpose. Tenants are however, encouraged to plant bee friendly plants.

Dogs

25. No dogs are allowed in the Allotment Gardens for Health and Safety reasons except certified Guide dogs and Assistance dogs.

Bonfires

26. Tenants must follow any current legislation and bonfires may only be used to burn something produced on site.

Vehicles

27. Commercial /agricultural vehicles are prohibited from the site unless prior written agreement is gained from the Parish Council. Plot holders' domestic vehicles (including trailers) may access the site for deliveries only. **The tenant is responsible for checking that the path is suitably hard and dry to take a vehicle down safely.** Any damage caused to the allotment gardens is to be made good by the tenant in a reasonable time. Failure to do so will result in the Parish Council organising the repairs and billing the tenant directly.

Termination of Tenancy

28. The tenancy of the Allotment Gardens may be terminated by the Council after one month's notice:

- (a) If the rent is in arrear for not less than 40 days: or
- (b) If the Tenant is not duly observing the rules affecting the Allotment Garden(s) or any other term or condition of his/her tenancy
- (c) **If the tenant is no longer an Alderholt resident, they will be required to give up their plot at the end of the current allotment year, unless the plot is not maintained at which stage one month's notice will be given by the Parish Council.**

29. The Tenancy may also be terminated by the Council by 12 months' notice in writing expiring on 30th September.

Ending your Tenancy

30. When a tenancy is ended, tenants are required to clear their plot of all non-compostable items so that it is suitable to be re let to the next tenant. Large items such as sheds and greenhouses may be left in situ for the next tenant only by mutual agreement of the outgoing and incoming tenant and with consent of the Council.

Tenant Signature(s):

Date: