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RINGWOOD TOWN COUNCIL

THE ALLOTMENT ACTS, 1908 to 1950
RULES AS TO ALLOTMENT GARDENS

Made by the Ringwood Town Council with respect to allotment gardens for the Town.

1) INTERPRETATION OF TERMS
   a) Throughout these Rules the expression "the Council" means the Ringwood Town Council and includes any Committee of the Council or any officers appointed by the Council to undertake duties under the Allotments Acts, 1908 to 1950.

2) DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT GARDENS
   a) Allotments are provided for any resident, over the age of 18, who lives within the Ringwood parish boundary, subject to availability. A chronological waiting list will be kept and allotments will only be let to residents, over the age of 18, of neighbouring parishes if there are no suitable residents within the Ringwood Town Council boundaries on the list. Whilst there is a waiting list, a tenant may not be allocated more than only one full allotment plot.

   b) For the purposes of this clause, the Council, acting through its Town Clerk, may determine that a resident shall not be deemed to be a "suitable resident" if he/she has previously held an allotment, the tenancy of which was terminated as a result of non-payment of the rental or a failure to comply with any of the General Conditions set out in Clause 4 of these Rules.

3) AGREEMENTS FOR LETTING ALLOTMENT GARDENS
   a) An agreement to let an allotment garden to an applicant may be signed by the Town Clerk or Deputy Town Clerk on behalf of the Council.

4) NEW TENANCIES
   a) All new tenants from 30th September 2026 will be required to pay a deposit of £50, this will be refundable if either the tenant leaves/or the Council terminates their tenancy, and the allotment is left in a clean and tidy condition.

5) GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE CULTIVATED
   The tenant of an allotment garden shall comply with the following conditions:
   a) The tenant shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.

   b) Standards of cultivation will be assessed proportionately, having regard to the season, plot size and recognised horticultural practices, and must not materially interfere with neighbouring allotment holders or the future re-letting of the plot.

   c) 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 the occupiers of the allotment gardens.

d) The tenant shall not take any dog in his charge onto the allotment site except on a lead and under control.

e) The tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it.

f) The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.

g) The tenant shall keep every hedge that forms part of the allotment garden properly cut and trimmed, keep all ditches properly cleansed, and maintain and keep in repair any other fences and any gates on the allotment garden.

h) The tenant shall not, without the written consent of the Council, erect any building or structure on the allotment garden, provided that consent shall not be refused under this sub-paragraph to the erection of any building reasonably necessary for the purpose of keeping hens or rabbits or for the storage of gardening implements.

i) For the avoidance of doubt, “building or structure” includes sheds, polytunnels, fruit cages, netted structures and similar installations.

j) Consent under this Clause will not normally be given for any building, or buildings, that in total exceed 6’ x 8’ (2m x 2.4m) in size at the Southampton Road and Upper Kingston sites. The maximum size permitted at the Crow Arch Lane site is 6’ x 4’ (2m x 1.2m). Under no circumstances is asbestos, or any form of asbestos, to be used on any building, fence or structure on the allotment garden.

k) Consent may be made subject to reasonable conditions relating to size, height, siting, materials, anchoring and the requirement that the structure is temporary and removable.

l) All buildings and structures are erected entirely at the tenant’s risk.

m) The Council accepts no responsibility or liability for any loss, damage or injury arising from any building or structure on an allotment plot.

n) Tenants are responsible for arranging any insurance they consider necessary in respect of their buildings, structures and personal property.

o) The Council reserves the right to require the alteration or removal of any building or structure that is unsafe, poorly maintained, or causes nuisance, obstruction, or risk to other allotment holders or members of the public.

p) The tenant shall not, without the written consent of the Council, keep any tree exceeding 2m in height on the allotment.

q) The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.

r) The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.

s) The tenant shall observe and perform any special condition which the Council considers necessary to preserve the allotment garden from deterioration, and of which notice to applicants for the allotment garden is given in accordance with these Rules.

t) Watering: standpipes are provided for obtaining water for the Allotment Garden. **Under no circumstances may tenants connect sprinklers or automatic water systems to the water supply**. Use of open containers such as baths to collect water are prohibited, however covered water butts are permitted.

u) The tenant shall not use the allotment garden for the purpose of any trade or business.

v) The tenant shall be permitted to compost garden waste on the plot providing:
(1) the total area of any compost heaps shall not exceed 9 square metres (3m x 3m);
(2) no household waste shall be brought onto the plot; and
(3) the compost shall be properly managed to avoid infestation by vermin.

w) The use of carpet as ground cover is prohibited on allotments.

x) Fires of any kind on Council allotment sites are strictly controlled to ensure safety, prevent nuisance, and protect neighbouring properties. The Council reserves the right to prohibit fires temporarily or permanently where they give rise to substantiated nuisance, safety concerns, or repeated and reasonable complaints from neighbouring properties.

y) Where fires are permitted (as set out below), the following conditions apply:
(a) only garden waste arising from the allotment plot may be burned; the importation of any waste from outside the site is prohibited;
(b) material must be dry, or as dry as reasonably practicable, to minimise smoke;
(c) fires must only take place in suitable weather conditions and must not be lit where smoke is likely to cause nuisance;
(d) fires must be kept small, controlled and attended at all times, and fully extinguished before leaving the site.

z) Site-specific arrangements

(1) **Upper Kingston Allotments**
(a) Bonfires are permitted at the Upper Kingston site, subject to the conditions set out at (y).
(b) The Council encourages the use of enclosed incinerators in place of open bonfires where practicable.

(2) **Southampton Road Allotments**
(a) No bonfires, incinerator fires, or any other form of open fire are permitted at this site.

(3) **Crow Arch Lane Allotments**
(a) No bonfires, incinerator fires, or any other form of open fire are permitted at this site.

aa) The use of weed-burning tools (of all descriptions) is prohibited anywhere on any Council allotment site.

bb) Barbecues are not permitted on individual plots at Southampton Road, Hightown Road or Crow Arch Lane. At Upper Kingston, tenants may use a reusable barbecue on their individual plot, provided that it is attended at all times, raised off the ground, does not cause nuisance to neighbouring plot-holders or adjoining properties, and is fully extinguished before the tenant leaves the site. Disposable barbecues are not permitted. Barbecues may also be permitted at Council-approved or Allotment Association-organised communal events, subject to appropriate supervision and fire-safety precautions.

6) PAYMENT OF RENT
   a) The rent of an allotment garden shall, unless otherwise agreed in writing, be paid yearly on the 29th of September in each year.

7) POWER TO INSPECT ALLOTMENT GARDENS
   a) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden.

8) TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN
   a) The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the 29th of September each year.
   b) It may also be terminated by the Council by re-entry after one month's notice:
   c) If the rent is in arrears for not less than 40 days, or
   d) If the 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 enters into any form of compromise with his creditors.

9) Any tenant wishing to terminate their tenancy after payment of their annual allotment fee shall receive a percentage of their rent in a refund, based on the date the tenancy is terminated. The rent retained is to cover administration fees.

10) The tenancy may also be terminated by the Council or tenant by twelve months' notice in writing expiring on 29th of September in any year.

11) If any items are left on the allotment after eviction the Council has the right to dispose of those items as they so wish.

12) Any deposit not claimed within six months of the termination or expiry of the tenancy shall be retained by the Council, having made reasonable attempts to contact the former tenant.

13) EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES
    a) These Rules shall not apply to any land let to an association, or to any allotment garden which the Council, under special circumstances, to be recorded in their minutes, may exempt from these rules, but shall apply, except as aforesaid, to an allotment garden though held under a tenancy made before these Rules come into operation, but not so as to affect any right to compensation for an improvement executed before these Rules come into operation.

14) SERVICE OF NOTICES
    a) Any notice may be served on a tenant either personally or by leaving it at his last known place of abode, or by registered letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.