

Ampfield Parish Council – Allotment Association User Agreement

Ampfield Allotment Holders Association (AAHA)

ALLOTMENT ELIGIBILITY CRITERIA AND RULES

General

The overall lease of the Ampfield Allotments is held by Ampfield Parish Council (APC), which will handle the initial allocation to Users.

An Ampfield Allotment Holders' Association (AAHA) shall be established under the aegis of, and including member(s) of the APC.

A Chairman of the AAHA will be elected by and from amongst its members to act as first point of Contact with the AAHA and Users.

The management and further allocation of the allotments will be the responsibility, under the APC, of the AAHA as will be the overall upkeep and cleanliness, and the security of the site and its ancillary facilities.

The allotment operation must be self-financing subject to APC decisions and the AAHA will be responsible for ensuring this through appropriate charges to Users. The AAHA's financial year will run from 1st April to 31st March. Proper book keeping will fall to the AAHA and accounts are to be submitted annually for approval by the APC.

Eligibility

To be eligible for an allotment, the applicant must at the time be a permanent resident of the Parish of Ampfield and either the only applicant or at the head any waiting list.

Applications are to be made at the start to the APC and thereafter to the Chairman of the AAHA, who will maintain a waiting list.

If a User moves outside the Parish the Usage Agreement will be terminated at the end of the period when fees are paid up to.

Proposals to grant a Usage Agreement must be cleared with the APC.

Usage Agreement Rules

Every User shall sign an undertaking on first entry to abide by all the rules and conditions of the AAHA.

A User shall not sublet or otherwise assign any part of the plot to another person.

A User shall not change his/her plot, acquire another plot or otherwise alter the Usage Agreement without the agreement of the AAHA and the APC.

Users are required to notify the AAHA promptly of any change of address or contact details.

Rental and fees

Rental charges for plots will be fixed by the APC in consultation with or on the advice of the AAHA annually. Any other fees falling to be paid regularly or ad hoc by Users may be fixed at any time by the AAHA, in consultation with the APC.

Users shall pay one year's rent in advance annually on 1 October, unless otherwise agreed in writing by the APC.

If the rental is in arrears on the 29th day of October, the plot will be forfeited.

Where a plot is forfeited after a first or second warning letter to a User or after an appeal, no part of that year's rental will be refunded.

The allotments are nominally "1/4 size "or about 55 - 60 m² - this will vary.

The annual rental for this plot will be £60 to include water and electricity.

There will be a refundable deposit of £50 for the plot to allow for making good should a User leave it in an unsuitable condition to be taken on.

There will be a £25 refundable deposit for door keys,

Charges will be reviewed annually.

Allotment Rules (plots)

All Users shall keep their plots clean and in good cultivation. Plot number signs to be displayed clearly.

Users shall not cause nuisance or annoyance to other Users or to neighbouring properties.

No sheds, greenhouses, poly-tunnels or other structures are to be constructed on the plots.

Users may not plant any trees (except soft fruit bushes) or hedges on their plot or obstruct any path.

Users must keep the verges and paths to their plot properly levelled and trimmed.

No animals or livestock may be kept on the plots.

No bonfires or rubbish bins are permitted on the site and plot holders are required to remove from the site and safely dispose of all rubbish and waste, including diseased or blighted plants.

No parking is permitted at the allotment site other than four parking spaces adjacent to the allotments. If these are all taken, Users are required to use the nearby public parking spaces.

Bicycles may not be left outside the allotment gates.

Children and pets must be kept under control at all times on the allotment area.

No watering by hose or sprinkler or any mechanical pump system. Watering is to be by hand and by watering cans only.

No radios or music are allowed.

No artificial lighting is allowed.

Manure deliveries are only allowed under the auspices of the AAHA who will ensure that they are properly distributed without nuisance to nearby residents.

No selling to the public from allotments is allowed.

Camping or overnight staying is not allowed.

Compost heaps must contain only plant matter from the allotment.

Wind chimes are not allowed.

Debris and litter must be removed on a daily basis.

Opening hours of the allotments are dawn to dusk within the limits of 8.00AM to 8.00PM.

Allotment Rules (buildings)

The buildings consist of a disabled toilet and a kitchen/store room for the use of allotment holders only.

The allotment holders must ensure that the toilet and kitchen/store is left clean and tidy. The toilet must be left clean after use. All rubbish must be removed from both the toilet and kitchen/store.

No muddy boots allowed in the toilet and kitchen/store.

The last person to leave the allotment site must ensure that the toilet and kitchen/store are securely locked.

The AAHA will be responsible for monitoring the upkeep of the toilet and kitchen/store and must report any damage or disregard for the rules above to APC.

No radios or music are allowed.

No artificial lighting is allowed.

No selling to the public from allotments is allowed.

Materials may only be placed within the store with the approval of AAHA. Such materials must be non-combustible

Access and Inspection

The APC will inspect allotments regularly and at least twice a year, without prior notice to Users. Councillors on behalf of the Council may enter the allotments without notice at other times for inspection or other official purposes.

Authority for any other public or other access should be sought from the AAHA Chairman.

Complaints Procedure

If a plot is reported or found to be in a poor state of cultivation, or if any other complaint is received, this will be brought to the attention of the Chairman of the AAHA for possible action.

If in the view of the AAHA there are grounds for action, they will send a letter of enquiry to the User seeking the reason for the non-cultivation or an explanation of the complaint. This is deemed to be a first warning.

If a reply that is satisfactory in the view of the AAHA is received within 28 days of the date of the warning, no further action need be taken on that issue.

If the User does not reply, or offers no satisfactory response within 28 days of the warning, a second warning letter will be sent, copied to the APC, giving the User notice of the termination of the Usage Agreement within 14 days.

If a User retains a plot after a first warning but is the subject or a subsequent substantial complaint or evidence of infringement of the rules, a second warning letter will be sent, copied to the APC, giving the User notice of termination of the Usage Agreement within 14 days.

On receipt of the 14 day notice to quit the User will have the right to appeal to the APC acting with the AAHA, such appeal to be made within 14 days of the date of the second warning letter. If no appeal is made or the appeal is not upheld, the Usage Agreement is forfeited and must be vacated within 14 days of the decision.

The decision on any appeal should normally be made within one month of receipt and notified to the User in writing.

The decision of the APC is final.

Where the notice to quit has not been challenged, an appeal has been dismissed, or is otherwise applicable, the User will be held responsible for the removal of all personal property (including crops) from the site within 14 days. The plot may then be re-let without further notice to the former User.

Termination of Usage Agreement

The usage agreement of an allotment shall, unless otherwise agreed in writing by the APC, terminate on the next annual rent day but will normally be renewed for a further year.

A User may terminate a Usage Agreement by giving the AAHA and the APC 28 days' notice in writing.

The APC may terminate a Usage Agreement if the rent is in arrears for at least 28 days from the due date and /or if the User has received two warning letters over non-compliance or other complaint and has not invoked or not successfully invoked the appeal procedure set out in above.

Disputes

In the event of a dispute between Users and/or complaint from Ampfield resident(s), it will be for the Chairman of the AAHA to facilitate a resolution.

If this fails, the matter will be referred to the APC for conciliation and/or corrective action, which may include termination of the Usage Agreement concerned.

The decision of the APC will be final.