

HAMPTON HARGATE AND VALE COMMUNITY ALLOTMENT GARDENS ALLOTMENT TENANCY AGREEMENT

An agreement made this 1st day of April Two Thousand and Twenty-Four between Hampton Parish Council and the Tenant
The Tenancy is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed in this Agreement and the following conditions:

1. Tenancy and Rent

- 1.1. The allotment garden shall be held on a yearly tenancy from 8th April at an annual rent as set by the Hampton Parish Council payable to Hampton Parish Council hereafter referred to as The Council.
- 1.2. The tenancy will be registered in a single name with a second person registered, if required, as a joint Tenant. Both named persons become Tenants of the respective HHCAG or HVCAG Association. Any letters or notices will be set to the person detailed as 'Tenant 1' on the tenancy agreement, hereafter called The Tenant
- 1.3. To ensure that the Allotment sites are kept to a good standard, every primary tenant will be required to attend to at least two on-site working parties each year to continue their Tenancy Agreement. This can be shared with other tenants and/or members, however, it is the responsibility of the Primary tenant to ensure that the required number is completed prior to the renewals in April. All working parties are held at the discretion of the Allotments committee. More details regarding the working parties can be found on the Parish website.
- 1.4. A Tenant for Hampton Hargate or Vale Allotments must be resident in the Hampton Hargate or Vale Electoral Ward and either registered on the electoral role or provide proof of residence in the form of a utility bill for the address given. The Tenant will normally be allocated an Allotment in the area in which they reside, however the Tenant may request to apply for the other site if they wish to

- 1.5. Residents who live in the Peterborough City Council Wards of Hargate & Hempsted and Hampton Vale (for example Hampton Beach, Hampton Heights, Great Haddon etc) may also apply for a vacant plot subject to clause 4.3 of the Tenancy Agreement.
- 1.6. The Membership fee for the relevant Hampton Hargate or Vale Allotment Association, £10.00 per member per year is collected by the Council on behalf of HHCAG/HHCAG. Each plot must have at least one named Tenant member, a second named Tenant may be added on payment of a further £10.00 Membership. The second named Tenant may apply for succession of the Plot if the Primary named Tenant ceases to become a paid member or ceases to be eligible for the plot. Discounts may be available, in certain circumstances at the discretion of the committee and Parish Clerk.
- 1.7. A condition of the tenancy that the Tenant and anyone else who will work on the plot with or without the Tenant being present is an Association Member to provide the appropriate public liability cover. All persons over the age of 18 who work on the Allotments, or who visit the Plot without the Plot holder being present (e.g. to feed chickens) are required to become Tenants of HHCAG or HVCAG. This process requires the completion of a Membership Form and the payment of a £10.00 fee per year or part year, as detailed in section 1.6
- 1.8. The Tenant shall pay the rent reserved without deduction otherwise than allowed by the statute on the due date(s) in each year.
- 1.9. Households are restricted to the equivalent of 2 full plots.
- 1.10. Hampton Parish Council reserves the right to vary the yearly rent to take effect on the 1st April each year [upon giving one months' notice by way of posting a Notice on the Allotment Site Notice Board of such variation].
- 1.11. Failure to pay rent in full within 30 days of the due date will result in the allotment tenancy being terminated.
- 1.12. Annual renewals of plots are conditional on all observations from previous plot inspections being cleared to the satisfaction of HPC

2. Termination of tenancy

The Tenancy of the Allotment Garden shall terminate:

- 2.1. Automatically on the annual renewal date i.e. 8th April after the death of the Tenant
- 2.2. Or Automatically end on the annual renewal date i.e. 8th April after the date the Tenant was no longer resident in the area defined by the Hargate and Hempsted or Hampton Vale Electoral roll, or on the day on which the tenancy or right of occupation of The Council terminates, or
- 2.3. By the Tenant giving The Council 28 days written notice, or
- 2.4. By re-entry if the rent is in arrears for not less than 40 days, or
- 2.5. By re-entry if the Tenant is not duly observing the conditions of his tenancy, or
- 2.6. By re-entry if he becomes bankrupt or compounds with his creditors, or
- 2.7. In the event of the termination of the tenancy the Tenant shall return to The Council any property (Keys, etc.) made available to him during the Tenancy. plot and any remaining buildings should be cleared of any unused wood, pallets, tyres and rubbish and shall leave the plot in a clean and tidy condition. If in the opinion of The Council the plot has not been left in a satisfactory condition, any work carried out by The Council to return the plot to a satisfactory condition shall be charged to the previous Tenant (Allotments act 1950 s.4).
- 2.8. The Tenant will be given 14 days to clear the site, after which time, if the problem persists the Council will appoint a Contractor to clear the site and the full cost up to the maximum amount of £250.00 will be passed onto the Tenant.

3. Access & Security

- 3.1. Each entrance key requires a £25.00 refundable deposit and must not be lent to anyone who is not a Tenant or Guest Member. All keys must be returned whenever a Tenancy Agreement is terminated.
- 3.2. The key deposit is refunded by cheque or bank transfer within 6 weeks of the key being returned in working order. Refunds will not be given for damaged or missing keys.
- 3.3. If a key is not returned at the end of a tenancy the key holder's details will be retained on file and will be made available to the Police in the event of malicious damage, theft or vandalism etc.
- 3.4. Water leaks and vandalism etc. should be promptly reported to The Council. In the event of a water leak outside office hours the relevant HH or HV Allotment Association should be contacted to ensure that the water supply is turned off promptly to minimize water loss.
- 3.5. The main access gate shall always be closed and locked (For the protection of lone Tenants, prevention of unauthorised visitors and the protection of property and crops.
- 3.6. On Police advice all Sheds are to be locked at all times when the Plot is not being worked.
- 3.7. Access to the site is restricted between the hours of 0600 to 2200, except in emergencies and the use of Power Tools should be restricted to starting after 9am and should cease by 8pm.
- 3.8. All Tenants receive Membership cards which should always be carried. Visitors are not allowed unless escorted by a member. Anyone found on site who is not a member and no legitimate reason to be on site will be reported to the police.
- 3.9. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment site.

4. Allocation of Vacant Allotments

- 4.1. Vacant allotments on site will be offered to qualifying residents of Hampton Hargate or Valeas defined on the Electoral Roll. The Parish Council will maintain a waiting list of qualifying applicants in chronological order from the date application received.
- 4.2. The applicant must live in Hampton Hargate or Hampton Vale at the time they apply for a plot and when they are offered one. If the applicant is not on the current Electoral Roll proof of residence such as a driving license or utility bill (not mobile telephone contract).
- 4.3. Applications from Hampton Gardens, Hampton Beach etc may be considered if either of the HH or HV Allotments have vacant plots and there is no current waiting list for those plots. Priority for plots will be given to Parish Residents.
- 4.4. HPC reserves the right to refuse an application for an allotment.

5. Change of address

- 5.1 The Tenant must immediately inform the Parish Council of any change of address. If the Tenant moves to an address that is not within the area covered by the Electoral Role for Hampton Hargate or Hampton Vale the tenancy will automatically end on the annual renewal date i.e. 1 April after the date the Tenant moved out of the defined Hampton Hargate or Hampton Vale catchment area.

6. Children

- 6.1. Children are the responsibility of the Tenant whilst within the allotment site and must be kept under close supervision of their parents/guardians on their own plot for their own safety.
- 6.2. Tenants under the age of 18 are not covered by the NAS Insurance. Power tools, including mowers and strimmers are not to be operated by persons under the age of 18.

7. Conduct

- 7.1. The Tenant must always during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the Allotment Site.
- 7.2. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.3. The Tenant must always comply with the Constitution of the Association. (a copy of the Constitution current at the time of signing this agreement is attached to this agreement. A copy of the current constitution can be found on the notice board of the Association)
- 7.4. The Tenant shall not enter onto any other plot at any time without express permission of the relevant plot holder.

8. Disputes

- 8.1. Disputes between Tenants will be referred to the Association for due process and will be binding on all Tenants involved in the dispute.
- 8.2. If the dispute is between a Tenant and the Association, the decision will be made by the Parish Council and will be binding on all parties involved in the dispute.

9. Dogs

Dogs must always be kept on leads on roads, pathways and public areas unless kept within the confines of the Tenant's allotment garden.

10. General Provisions

- 10.1. The Tenant shall permit any member or officer of the Parish Council and/or and HHCAG or HVCAG Committee Member at any time to enter upon and inspect the allotment garden.
- 10.2. The Tenant shall permit an HHCAG or HVCAG Committee Member or the Parish Clerk to enter their site at any time whilst on legitimate Committee or Council business, fulfilling their role in the management of the site.
- 10.3. Camping or residing on the site overnight is not permitted.
- 10.4. No firearms are permitted on or within the allotment site.
- 10.5. The Tenant shall not erect any notice or advertisement on the allotment plot without prior consent of the Council.

11. Insurance

The relevant HHCAG/HVCAG Allotment Association is responsible for securing and meeting the cost of Public Liability Insurance for Tenants and registered Association Tenants. Anyone working on a plot on a regular basis is required to be a registered Association member.

12. Notices

- 12.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by Fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 12.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice served on the Council should be sent to the address given in this agreement or any address specified in a notice given by Hampton Parish Council.
- 12.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 12.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 16:00 hours or on a non- working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

13. Nuisance, Annoyance, Harassment, Abuse or Inconvenience to other plot holders or other residents

13.1 The Tenant shall not cause any nuisance, annoyance, harassment, abuse or inconvenience to the occupier of any other allotment garden or to any other residents.

13.2 Shed and other alarms must be linked to a remote system and not left to sound for more than a short initial activation period. Repeating alarm systems are not permitted.

14. Prohibition of Sub/Under Letting

- 14.1. The Tenant shall not part with the possession of the allotment garden or any part of it. This shall not prohibit another person, authorised by the plot holder and registered as a member of the Allotment Association, from cultivation of the plot.
- 14.2. Tenancies cannot be given to a friend or family member or bequeathed by will. The tenancy ends on the 1st April immediately following the death of a plot holder or the plot holder moving out of the relevant Hampton Hargate, or Hampton Vale Area (as defined by the electoral roll). The plot will then be offered to the next person on the waiting list
- 14.3. Where the Tenant is incapacitated by illness or is on holiday for more than short periods the Tenant must inform the Council of the name of the person who is responsible for the plot and can be contacted in the event of an emergency.
- 14.4. The allotment site is always to be kept locked for the protection of all the Tenants and their produce and possessions. Keys or lock combinations are not to be given out to or copied to anybody other than the Tenant. All visitors to the site must be accompanied by the Tenant.

15. Public paths and roads

- 15.1. Public paths and roads must be kept unobstructed at all times.
- 15.2. Motor vehicles are only to be taken to the allotment garden for loading and unloading of tools or crops and should be returned to the car park or removed from the allotment site at all other times.
- 15.3. Maximum loading and unloading period is 20 minutes

- 15.4. Care must be taken to ensure that the Tenants or Tenants guest's vehicles do not cause obstruction to residents' vehicles or access to the residents' car park next to the site entrance

16. Use of the Allotment Gardens

- 16.1. The allotment garden must be used by the Tenant and their family only and wholly or mainly to produce vegetables, flowers and fruit crops for consumption by themselves or their family.
- 16.2. The allotment garden is not to be used for any form of business or trade whatsoever
- 16.3. The Tenant shall clear and work 50% of the growing area within their allotment garden within the first 4 months of their tenancy and the remainder within the first 12 months of their tenancy.
- 16.4. The Tenant shall keep the allotment garden clean, tidy and in good condition. The plot being dug over ready for planting, or with seasonal crop production evident

17. During the dormant season Sep-March a weed suppressant membrane may be used to control weed growth. A weed suppressant membrane or strimming is not considered a substitute for cultivation in the growing season Apr-Aug. Weed membrane used between Apr – Aug will be considered uncultivated ground when assessing plot cultivation.

18. Pernicious weeds such as Bindweed and Horse Tail should be controlled to prevent their spread on both sites. Advice on the control of these weeds either by chemical means or by digging out will be given by the Committee.

19. The plot must be kept free from weeds as far as is reasonably practicable and the spreading of weeds onto neighbouring plots is to be avoided.

20. Diseased Plants

21. Plants can be affected by any number of diseases, most are fairly minor in nature. However, others such as Potato/Tomato Blight are highly infectious and will kill affected plants and can quickly spread around the whole site. All diseased plants are to be bagged, removed from the site and disposed of in your rubbish bin within 72 hours of being found or being notified of its existence on your Plot.

22. Grassed areas are permitted but may only form pathways, small seating or fruited areas. Grass is to be maintained to a height less than 10cm throughout the growing season. The spread of grass seeds should be prevented

23. The Tenant shall display the number of their plot in such a way as it is easily

24. identifiable from the road.

25. The Tenant shall not without the written consent of the Council cut any timber or othertrees or take, sell or carry away any mineral, gravel, sand, soil or clay.

17 Buildings and Structures

17.1 The Tenant shall not erect any buildings or structures on the allotment garden without the written consent of the Parish Council.

The Parish Council will generally consent to the construction of the following:

17.2 No more than one shed for storing garden tools and incidental gardening materials. The permitted size of sheds is to be 48 sq. feet (4.32 sq. meters) or less.

17.3 No more than one polycarbonate greenhouse - maximum size 48 sq. feet (4.32 sq meters or less) A polytunnel - maximum 30sq metres.

17.4 No more than one Chicken House - maximum size 4m x 4m x 2.4m high.

17.5 Cloches/cold frames/fruit cages etc. for the growing of fruits/vegetables/flowers should be made of plastic, polythene or similar materials. No glass is permitted. All fruit cages must be within the maximum size of 30sq metres.

17.6 Compost bin

17.7 The combined total size of structures on a plot must not exceed 25% of the overall plot size and the Tenant must always keep any structures or buildings in a good and safe condition.

17.8 The growing area must be at least 50% of a plot. The remaining made up of no more than 25% grassed/gravelled, barked/decked areas and no more than 25% structures.

17.9 No permanent structures are permitted within 1m of the boundary fence, nor will they use the fence for any support. All plot holders are required to leave a 1m clear boundary around the perimeter fence. This area should be free of buildings, fences and compost bins which may permit easy access to and egress from the site.

17.10 Allotment plot owners may be permitted to erect an internal fence/plot divider, to a maximum height of 4ft. This must be made from items such as wire mesh, chicken wire etc. and must not be a solid construction. Permission for this must be sought prior to its erection.

- 17.11 The maximum area for internal paths and patios, seating areas, either decking, gravel or grass etc is 25% of the plot plus where applicable gravel covering site installed drainage piping. Construction must be completed within 3 months of your application being granted.
- 17.12 Provision should be made within the design for the harvesting and storage of rainwater.
- 17.13 All structures must be constructed in line with manufacturer's instructions and be kept in a good state of repair.
- 17.14 No permanent bases are permitted on the Allotment Gardens. Any shed or other permitted construction to be erected on a removable base of slabs, lintels, sleepers or similar which must be removed, and the site completely cleared before the tenancy is relinquished. For safety reasons, all structures must be securely anchored to the ground.
- 17.15 Polytunnels must be completely wind tight, plastic sheeting secured tightly with no gaps or holes, this includes around the base of the structure where plastic sheeting should be buried to protect against lifting in strong winds.
- 17.16 All structures such as Polytunnels or those not secured to a base, must be securely anchored to the ground, with L or T shaped base plates a minimum of 50cm into the ground,
- 17.17 For safety reasons glass structures are not permitted on any section of the Allotment Gardens and Tenants are always required to store glass receptacles or equipment in their shed that they are not present on site. Failure to meet this requirement will result in the structure/equipment being made secure or removed and disposed of without prior notice.
- 17.18 The Tenant shall not use the allotment garden, or any building erected on it for the storage of motor cars or motorcycles or any motoring accessories or for the storage or use of any other machinery not primarily intended for use for gardening purposes. Trailers may be stored on the Allotment if approved by the HH or HV Committee and is subject to approval by the Parish Clerk. Any approval to be reviewed annually.

18 Building & Structures Applications

18.1 Pre application guidance can be sought from the relevant associations or from the Parish Office.

18.2 Applications should be completed on the structure application template and forwarded to the Parish Office with the following details:

Location & Design of the proposed structure (including pictures and/or diagrams of what is proposed)

Construction method (including details of materials to be used)

Fitting / Securing methods (including details of how the structure will be secured to the ground)

Any other details of the application you feel relevant and that will help HPC make a decision.

The application will be consulted on by the relevant association and then put before the next meeting of the Parish Council for a decision to be made.

18.3 If the Parish Council needs further information for a decision to be made the Tenant will be invited to the meeting or asked to give further clarity on your application before the meeting.

18.4 The Tenant will be informed by email or letter on the outcome of your application.

18.5 The Tenant is responsible for insuring any property or structures on the plot.

18.6 Applications which fall outside of the Recreation committee meeting cycle will be dealt with at any meeting of the Parish Council.

18.7 Complaints or grievance to this process – should be addressed to the Chair of the Recreation Committee or dealt with under the Hampton Parish Council complaints procedure.

18.8 The final construction of any structure will be the subject of a review to ensure that the construction matches the approved design and that the structure is both safe and secured to the ground. Structures will be subjected to a yearly review

19 Chemicals – Use of

- 19.1 Only commercially available products from garden or horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation
- 19.2 The use and storage of chemicals must be in compliance with current legislation and good practice including the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002) available information from Peterborough City Council or the Health and Safety Executive.
- 19.3 The Tenant must take all reasonable care when using sprays fertilisers or chemicals on or near the allotment garden:
- 19.4 To ensure that adjoining hedges, trees and crops of other Tenants or the Parish Council are not affected and must make good or replant as necessary should any damage occur
- 19.5 So far as possible to select and use chemicals for whatever purpose that will cause the least harm to humans or wildlife.
- 19.6 Comply at all times with all current regulations as to the use and storage of such chemicals or fertilisers.
- 19.7 Tenants are encouraged to avoid using slug pellets containing metaldehyde (blue pellets) and to consider alternate means of control such as beer traps and oatmeal that are not dangerous to animals.
- 19.8 Tenants are encouraged to use organic pest control through the use of milk, garlic and rhubarb leaf sprays.

20 Chickens Other Poultry, Animals and Insects

No animals, insects or poultry of any description other than female hens or chickens shall be kept on an allotment garden.

- 20.1 No more than 8 hens can be kept at any one time. Hens should not be kept on their own, nor should single birds be introduced on their own. Cockerels are not permitted.
- 20.2 If any animal on an allotment is deemed a nuisance, health hazard or their well-being is affected then they can be removed.
- 20.3 Tenants wishing to keep hens must abide by the Hampton Parish Council Hen Welfare Policy and agree to abide by any restrictions imposed by DEFRA to contain diseases such as Avian Flu. The DEFRA Code of Practice for Keeping of Hens on Allotments
- 20.4 **Bee Keeping. Bees may be kept on site. Any application made must be made by an experienced bee keeper and must be overseen by the Parish Council and Allotment Manager. Any person keeping bees on the allotments should be insured against public liability claims up to £10 million and be a member of the local Beekeepers Association.**
- 20.5 Any evidence of nests or infestation of vermin (Rats) on the Allotment site must be reported to the Council.

21 Deliveries of Materials – Compost and Manure

- 21.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any materials except manure and compost in such quantities as may reasonably be required by the individual plot holder for use in cultivation.

21.2 Where plot holders wish to share a delivery, this must be distributed to the individual plot holders on the day of delivery and may not be stored on pathways, roads or the car parking areas but may be stored on a vacant plot with the agreement of the HHCAG/HVCAG committee.

21.3 The Tenant must cover any manure on the allotment garden which has not been dug in to prevent risk to children or nuisance to adjoining plot holders. Any spillages onto public areas must be removed promptly and in the case of manure washed down with a suitable anti-bacterial chemical. It is important 'contaminated' tools are not washed in the water butts.

22 Deliveries of Materials – Landscaping Materials

The Tenant must seek the permission of the Parish Council before bringing non-compostable materials onto the site. No hardcore, waste materials or cement is permitted. Gravel is permitted on the Hampton Vale Site.

23 Fires, incinerators and Barbeque Equipment

23.1 Barbeque equipment and chimerae/other outdoor heating equipment can be used on the Allotment site, but these must only burn charcoal and or seasoned logs. It cannot be used to burn rubbish or plant material and must be used away from combustible materials including sheds, fences etc.

23.2 The use of these equipment requires that it is supervised from the time the equipment is lit until any coals have been fully extinguished. All materials to be stored in the Tenants shed or removed from site after use

23.3 No open fires or incinerators are permitted on the allotments site at any time.

24 Inspections

24.1 Tenants of the HHCAG/HVCAG Committee or Officer of the Council may enter allotment gardens for inspection of sheds, greenhouses, polytunnels, state of cultivation and general tidiness of allotment garden. Where required full access to secured buildings must be given by the Tenant to a Member/Officer at a mutually convenient time.

24.2 Formal plot inspections will be carried out 3 times a year, within seven days of the last day of April, June, August and October by representatives of the Association alongside a representative of the Parish Council who will categorise the plot as either 'acceptable', 'action required/recommended' or 'unacceptable'.

24.3 The date of the inspection to be published a minimum of three working days in advance of the inspection by the Association Secretary by email to Tenants and by posting a notice on the site noticeboard.

24.4 Inspections will be carried out using the proforma contained in Appendix A

24.5 A plot growing area (the area of plot remaining that is not path, grass/patio or construction) will be assessed against the criteria within this Tenancy Agreement and will be assigned a percentage score by each inspector to indicate the percentage of the growing area of the plot that is in cultivation. The average of these scores will be recorded. This result will result in a plot falling into one of three categories as follows:

1 - 49% Unacceptable

50 - 79% Action required / recommended

80 - 100% Acceptable

24.6A plot may be deemed to have failed plot inspection through failing to meet terms of the tenancy agreement despite being in 80-100% cultivation. Following the inspection, a copy of the inspection record will be posted on the site noticeboard and:

24.7 The Tenant of the unacceptable plots will get a letter/email from the Association advising them of the reason for the failure advising them that they will have 4 weeks to bring the plot into an acceptable condition. The Tenant is required to acknowledge receipt of the letter/email and confirm that they wish to continue with the tenancy (see Termination of Tenancy for Tenants who wish to voluntarily relinquish their tenancy).

24.8 A further inspection will take place by the Association at the 4-week point. If the plot is brought into an acceptable condition, then the new condition shall be noted. 24.8 if the condition is still unacceptable the Council will issue a notice of forfeiture of the Plot and give 14 day notice to remove property and return keys.

24.9 If the condition is still unacceptable then the Association will notify the Council serving notice of the failure and providing proof of the inspections and letter serving notice to bring the plot into an acceptable condition.

24.10 An Officer of the Council will inspect the plot within seven days of the notice being served by the Association.

24.11 If the plot is in an unacceptable condition the Tenant will be deemed to have breached the terms of their Tenancy and will be given written notice of the forfeiture of their plot immediately, having fourteen days to remove any property.

24.12 Once a plot has been forfeited the Tenant must wait a minimum of 12 months before they can re-apply.

24.13 During this period the shed or other permitted structure/equipment can be offered for sale by the outgoing plot holder, to the incoming plot holder or other plot holders otherwise must be removed within the timescale allocated.

24.14 Those Tenants who's plots require improvement (50 to 79%) or who are in breach of the Tenancy Agreement will be given notification by letter/e-mail outlining the areas of concern. They will be notified of the timescale for rectification of between 14 and 30 days to be compliant. At the end of this period the plot will be re-inspected, and any continued infringement will be escalated to the Council.

25 Paths and Drainage Areas

25.1 The Tenant(s) shall keep all pathways that form part of his/her boundary properly maintained, including keeping any drainage paths clear of soil and weeds.

25.2 The layout of any proposed changes to plot drainage to be submitted on a plan for approval by the Council prior to installation.

25.3 Ponds and Water Features

Individual plot holders may upon approval from the Parish Council, implement an attrition pond to their plot where water naturally accrues. This will require planning permission and must include appropriate safety measures.

Existing ponds, water features and bogs must be suitably fenced off.

Ponds, water features or bog gardens may be created on Communal areas subject to the acceptance by the Council of detailed plans submitted for approval prior to the commencement of work. The plans should detail how the area around the water will be made safe and detail any additional protective measures that will be put in place.

26 Rubbish or Dangerous / Waste Material

26.1 Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment garden. Any matter that is not compostable or re-useable must be removed from the allotment site by the Tenant within 24 hours

The Tenant shall not deposit any rubbish or other waste material on any path, roadway, car park or access way to the allotment site or in a ditch or at the bottom of a hedge on or bounding such site, or bring any rubbish or waste material on to the allotment site from another source.

26.2 No barbed wire or similar is permitted anywhere on the plot.

26.3 No corrugated iron, carpet or beehives are permitted anywhere on the plot.

27 Trees and Bushes

27.1 No trees other than dwarf trees and/or bushes with edible crops are permitted to be planted on plots. All trees/bushes not to exceed a height of 3m. They should be properly pruned/trimmed before the October plot inspection.

27.2 Tenants with plots that are bordered by the perimeter hedge must ensure that all hedges are trimmed before the October Plot Inspection.

27.3 Hedges should be maintained to avoid causing a nuisance to adjacent householders by letting branches overgrow into garden

28 Water Conservation

28.1 The Tenant(s) should practice sensible water conservation, utilise covered water butts on sheds and other buildings and to consider mulching as water saving conservation practice.

28.2 No hosepipes are to be used at any time, Unless connected to the tenants own water capture system such as IBC or Rain Barrel.

GDPR Consent

By agreeing to the terms and conditions upon payment of the rental fee, I agree that Hampton Parish Council and the relevant Allotment Committee (HHCAG or HVCAG) may process my personal information for providing information and corresponding with me.

I agree that Hampton Parish Council and the relevant Allotment Committee can retain my contact information data for the duration of my Tenancy Agreement and for a continuing period of 12 months from the Tenancy Agreement ending or until I request, in writing, its removal.

I understand I have the right to request modification on the information that you keep on record.

I understand I have the right to withdraw my consent and request that my details are removed from Hampton Parish Council 's and the relevant Allotment Committee's databases.

I understand that my Membership details will be passed on to the National Allotment Association as part of my Membership of that organisation.

I understand that, to continue my Tenancy, I must provide at least one contact address. This may be a street address or email address to allow relevant notifications relating to the Tenancy to be delivered in a prompt manner as per Tenancy Agreement terms