

Rules for Cemetery Road Allotments

1. The Tenant shall keep their Allotment Garden at all times clean and free from weeds maintain it in a good state of cultivation and keep the allotment in a clean and tidy state.
2. The Tenant shall not under-let or assign or part with possession of the Allotment Garden or any part thereof without the permission of the Town Clerk.
3. The Tenant shall not erect on the Allotment Garden any building or structure whatsoever exceeding six feet by four feet in area and six feet six inches to the eaves; external surfaces are to be dark in colour and maintained in good condition by the Tenant to the satisfaction of the Council. Upon vacating the Allotment Garden the Tenant is responsible for clearing any building structure there from and the cost of any work carried out by the Council due to the Tenant's failure in this respect be charged to the out-going Tenant. Upon vacating the allotment garden the tenant may leave the structure in place subject to permission from the Town Clerk and only if the structure is in a good sound condition.
4. The Tenant shall not cause permit or suffer any nuisance or annoyance to the occupier of any other Allotment Garden.
5. Paths **must be kept at least 2ft wide** and must be cut, clear and tidy and in good order, including adjoining pathways to allotment gardens. Tenancy can be terminated by the council if this is not adhered to.
6. The tenant shall not erect a fence or barbed wire adjoining any path provided for use of the occupiers of the allotment gardens.
7. The use of glass objects that could result in broken glass to the ground, such as jam jars, is not permitted.
8. The Council would like all allotment holders to garden organically. The use of chemical weed killer, which can be purchased over the counter, may be allowed on request, at the discretion of the Town Clerk, and in accordance with The Control of Pesticides Regulations (amended) (1997) which places responsibility on anyone who uses or stores pesticides to ensure all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid the pollution of water. This includes the use of fungicides, pesticides and insecticides.
9. The tenant shall not deposit any rubbish or decaying matter in any other part of the allotment garden accept the designated areas provided by the Allotment Association, or on their own compost heap.
10. The Tenant shall not deposit, bring or use on the Allotment Garden any offal, decayed fish or other offensive matter.
11. A tenant may take his or her dog to the allotment gardens, as long as the dog is under control, kept on a lead at all times and not allowed to walk on any plots other than the tenant's. All dog faeces must be removed and properly disposed of. Note that if a dog is aggressive, then this might constitute a nuisance to others and you may be in breach of Rule No. 4.
12. The Tenant shall not pilfer, trespass upon or injure the crops on any other Allotment Garden. Any such offence shall result in the termination of this agreement. The Council by their Agents or Servants without notice may re-enter and re-possess the Allotment Garden herein referred to.
13. Bonfires are permitted subject to the following restrictions:

- Bonfires will be permitted between 1st October and 30th April only.
- Bonfires must not be started before 10am and must be extinguished, if not burnt out before the tenant leaves the site.
- Bonfires must be contained in an approved incinerator which has been inspected approved and registered with Gillingham Town Council.
- Fires should NOT be left unattended and must not be left to smoulder.
- No material other than that produced on the plot is to be burnt on site. It is an offence to bring waste from another site and burn it.
- Only burn when suitable weather conditions permit to avoid causing a nuisance to local residents.
- Only organic matter such as wood, prunings and dry vegetable matter to be burnt. No burning of green or slow-burning vegetation is permitted.
- Check bonfires prior to lighting and ensure that any animals within can escape.
- Do not set fire to large piles of material, it is better to start the bonfire with a medium stack and then add more material when it is hot.
- Household rubbish, rubber tyres or anything containing plastic, foam or paint must NOT be burnt as these can cause harmful emissions.
- Flammable liquid including engine oil, meth or petrol must NOT be used to light or encourage the fire.
- Tenants must only burn waste on their own plot and must NOT light fires for others.
- In the event of a reasonable complaint to the plot holder from another tenant, or a member of the public, with regard to a nuisance being caused the bonfire must be extinguished immediately.

14. The tenant shall not keep animals or livestock of any kind on the allotment.

15. The tenant shall not erect any notice or advertisement on the allotment site

16. Water containers must be covered and must be at least 1m high to the top of the container from the ground (including the plinth) to prevent a child from falling in. With effect from 1st April 2016 all structures must have guttering / down pipes and a suitable container for water conservation.

17. The vehicle entrance gate will remain locked. Allotment holders should contact Gillingham Town Council at The Town Hall, School Road, Gillingham, to arrange for the gate to be unlocked for the delivery of manure etc.

18. Insofar as nothing to the contrary is herein expressly contained or implied this Agreement shall be subject to the provision the Allotment Acts 1908 to 1950.

19. This Agreement may be terminated by either party hereto giving to the other notice in writing to quit and expiring on or before this 1st day of January in any year. The Town Council may also terminate the agreement after one month's written notice.

a. If the Tenant is not duly observing any of the terms or conditions of his tenancy.

b. If the Tenant fails to respond to a notice of sub standard cultivation.

20. When a plot becomes vacant the Town Clerk will offer it to the next person on the waiting list. If the person declines the offer, due to the plot not being situated at the applicants preferred location,

then it will be offered to the next person on the list. The applicant will remain at the top of the list until a plot becomes vacant at the preferred location.

21. Public Liability Insurance details must be provided by all tenants. Please give details of your allotment association membership or your public liability insurance (this may be included within your home insurance policy).

NB-The Allotment site will be inspected on a regular basis and the Town Council reserves the right to terminate the rental agreement if the standard of cultivation is deemed not to be of an acceptable standard or if of the rules are not abided by.