

As there was no further movement on the rental issue since last year, which was agreed with Broadlands at £1500.00 per annum, the only effect on tenants this coming year would be a plot increase of £ 5.00 to make the cost of a full plot now £40.00 per annum.

The Chairman then thanked Mrs Vamplew for her efforts on the finances this past year.

Adoption of Accounts:

Proposed by: Colin Staples, plot 58

Seconded by: Mrs G Cooper, Plot 33

5. **Election of Committee.** As no additional members have stepped forward, or been in contact, to replace or refresh the committee, it was agreed that the current committee members would continue at least for the time being, as follows: -

Committee members duly elected for the season 2024-2025

Mr R House	Plot 28	Ms C Kingstone	Plot 67
Mr J Waterman	Plot 12	Mr M Nobbs	Plot 42
Mrs L Fallowfield	Plot 15	Mrs E Vamplew	Plot 110
Mr E Mullinger	Plot 5	Mr C Davies	Plot 55

All nominees:

Proposed by: Mrs G Cooper Plot 33

Seconded by: Terry Lewis, plot 20

6. **Council Representatives Observations.**

Councillor Burgess presented and talked through his notes which mentioned the current issues we are experiencing with the repairs to the car park, having initially been an issue of damage by HCC's contractors whilst carrying out remedial works to the nearby footpath and cycle track.

We are informed that the work is programmed to be completed by 31/ 12.

Councillor Burgess also touched upon the installation of a defibrillator for the site which is currently being investigated by the Town Council for the erection of a partially solar and wind powered unit thereby negating the need to run in a permanent electricity supply.

Acceptance of report:

Proposed by: Chris Davies Plot 55

Seconded by: John waterman Plot 17.

7. **Proposed Rule amendments**

At this stage the secretary outlined the proposed changes to the rules, as follows:-

Section 5. Letting of Second Allotment to an Existing Tenant additional clause,

- (iv) A second tenancy will not be let whilst there is a waiting list in place at Southampton Road or Kings Chase allotments.

Section 10 Water, additional clause,

- (iv) The extraction of water from troughs by siphoning, pumping or mechanical means is forbidden for all able plot holders. All less able plot holders will be able to utilise a temporary pump arrangement in agreement with the secretary.

The Formal Meeting closed

8. Open Session.

8.1 The secretary then gave out the results of the 'Best Kept Allotment' competition from the allotment plot assessments carried out over the past season.

1st place and the Trophy goes to plot 81.

2nd place to plot 23 and joint third places to plots 20 & 71.

Congratulations to all four during this session.

8.2 Glynis Cooper, Plot 33 queried the cost of the defibrillator, and Terry Lewis, plot 20 queried the cost of maintenance of the defibrillator as it won't actually belong to the allotments. The committee assured them both that the associated capital and running costs will be met by Romsey Town council. We understand that the unit will be self-powered by solar panel & wind turbine without need for an incoming supply.

With no further questions the meeting closed at 9:10pm.

Chris Davies
Secretary

Confirmed.....Date.12/12/2024

A full set of the amended rules is appended to the rear of these minutes.

ROMSEY TOWN COUNCIL ALLOTMENT ACCOUNT

Statement of Income and Expenditure

01.04.2023 to 30.09.2023

Income	£	Expenditure	£	Budget £
Rents	1175.00	Broadland's Rent	1100.00	1100
Distribution Centre		Southern Water	737.00	750
Trough	90.00	NSALG	55.00	55
Wheelbarrow	10.00	Card Reader Charges		0
Sales	74.98	Dist Centre Stock	33.00	180
Water rate rebate	204.00	Stationery/Post/Misc		0
		Maintnenace/Equip	6.78	150
		Hedge Cutting		220
		Rat Poison/Pest Control		250
		Skip Hire		
		Sundries	10.00	
Totals	1553.98		1941.78	2705
Income less Expenditure	-387.80			
Earmarked Reserve (EAR)	6170			
	6170			

NOTES:

There are no outstanding loans for repayment.

Significant high spends (other than Broadland's Rent and Water bills) will continue to be funded by the Earmarked Reserve Account (EAR).

ROMSEY TOWN COUNCIL ALLOTMENT ACCOUNT

Statement of Income and Expenditure

01.10.2023 to 30.09.2024

Income	£	Expenditure	£	Budget £
Rents	3650.00	Broadland's Rent	1100.00	1100
Distribution Centre Sales	65.00	Southern Water	598.00	750
		NSALG	110.00	55
		Card Reader Charges		0
		Dist Centre Stock	33.00	180
		Stationery/Post/Misc		0
		Maintnenace/Equip	127.00	150
		Hedge Cutting		220
		Rat Poison/Pest Control		250
		Skip Hire		
		Sundries		
Totals	<u>3715.00</u>		<u>1968.00</u>	<u>2705</u>
Income less Expenditure	1747.00			
Earmarked Reserve (EAR)	<u>7972</u>			
	<u>7972</u>			



Romsey Town Hall

Market Place, Romsey, Hampshire SO51 8YZ

ROMSEY TOWN COUNCIL

ALLOTMENT GARDEN RULES

The Allotment's Acts, 1908 to 1950

Rules as to allotment gardens made by the Romsey Town Council with respect to Southampton Road allotment gardens for ROMSEY TOWN.

1. Interpretation of Terms

Throughout these Rules the expression "the Council" means the Romsey Town Council and includes any committee of the Council, Romsey Town Council Allotments Management Committee, or any allotment managers appointed by the Council under the Allotments Acts, 1908 to 1950.

2. Definition of the persons Eligible to be Tenants of the allotments Gardens

Any person, who at the time of application to the Council for an allotment garden is a registered resident in Romsey Town, shall be eligible to become a tenant of an allotment garden subject to the statutory provision that this person shall not hold allotments acquired under the above-mentioned acts exceeding five acres.

3. Rules as to the letting of the Allotment Gardens and for preventing any undue preference for the letting thereof

The Council shall not let any allotment garden unless and until notice that they propose to let the same has been given in pursuance of the Rule in that behalf at least two weeks before the last day for receiving an application for such allotment garden.

Every application for an allotment garden shall be in the Form appended to these Rules, or to the like effect, and shall be sent or delivered to the Town Clerk, who shall enter particulars of the application in a register to be provided for the purpose.

In letting an allotment garden for which there are two or more applicants eligible to become tenants and likely to keep the allotment garden in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment garden or agricultural land (other than a garden of 20 poles or less attached to his residence) either from the Council or otherwise over an applicant who does hold such land, but, subject to such preference, the allotment garden shall be let to the applicant whose name appears first on the list in the Council's register. A quitting tenant of land shall for the purpose of this Rule be treated as not holding that land.

4. Agreements for Letting Gardens

An agreement to let an allotment garden to an applicant will be signed by the Plot Letting Secretary or the Chief Officer on behalf of the Council and may be in the Form set out in the Schedule to these Rules.

5. Letting of Second Allotment to an Existing Tenant

The Council may, upon application by an existing tenant, permit that tenant to hold the tenancy of a second allotment, subject to the following additional rules.

- (i) The second tenancy will be for a period of three years.
- (ii) The three years will commence on the first day of October following the actual date of the letting.
- (iii) The tenancy agreement for the second allotment will contain the date of expiry of the tenancy which will be the thirty-first day of September of the appropriate year.
- (iv) A second tenancy will not be let whilst there is a waiting list in place at Southampton Road or Kings Chase allotments.

6. General Conditions under which the allotment gardens are to be cultivated

The tenant of an allotment garden shall comply with the following conditions: -

- (i) They shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
- (ii) They shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or to any local residents. He shall not obstruct any path set out by the Council for the use of the occupiers of the allotment's gardens.
- (iii) They shall not underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Council.
- (iv) They shall not, without the written consent of the Council, cut or prune any timber of other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.
- (v) They shall keep every hedge that forms part of the allotment garden properly cut and trimmed, keep paths trimmed and maintained and keep in repair any other fences and any gates on the allotment garden.
- (vi) They shall not, without the written permission of the Council, and appropriate Planning Permission, erect any building on the allotment garden.
- (vii) They shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- (viii) They shall observe and perform any other special condition which the Council consider 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.
- (ix) No carpet, carpet tiles or similar material to be used on the allotment as a weed suppressant. The use of plastic sheeting and tarpaulins may be used at the discretion of the Committee.
- (x) The tenant shall not cultivate plants such as bamboo, Japanese knot weed, Himalayan balsam and any other non-native species that can cause a nuisance to neighbouring tenants. Existing plants must be removed and destroyed by the tenant.
- (xi) The Spraying of Herbicide Weed Killers must be authorized by a committee member prior to use and handled as per the manufacturers' instructions. Further, the spray is to be directed to at least 0.3m within individual plots and is not allowed on the plot edges that may affect the grassed pathways. Do not spray on windy days and ensure drift dose will not affect adjacent plots, ref.6(ii). Products must be stored safely.

7: Allotment plot Constructions and Fencing. (October 2023)

For the erecting of a Shed, Greenhouse, Polytunnel, Permanent Veg/Fruit Cage or Fencing around the plot, an application must be made in writing to the Committee prior to installation.

The committee advise a maximum permitted size of polytunnel of 3m x 2m, and a permitted maximum size of shed 6ft x 4ft (2mx1.2m) and will advise the type of construction that can be installed, its location on plot, acceptable materials and how to secure the construction to the ground.

- (i) The construction must not obstruct allotment pathways or cause hindrance to adjacent plot holders, and should be placed on the south side of the plot.
- (ii) The tenant must keep and maintain the construction to a safe standard.
- (iii) When vacating an allotment plot the tenant is responsible for clearing the site of said constructions unless donating it to the next tenant.
- (iv) In the event that the rule is not adhered to, the Council reserve the Right to have the construction removed.

Reference Rule 11: Power to Inspect Allotment Gardens. Note that any previous construction prior to the above date will also be subject to items (i), (ii), (iii) & (iv) of this rule.

8. Fixing of Rents

The Council will fix the rents for allotment gardens and may from time to time vary such rents by the giving of twelve months' notice to quit to the tenant, together with the offer of a new tenancy agreement containing the new rent when the tenant has signed the new agreement the notice to quit will be deemed to have been withdrawn.

9. Payment of Rent

The rent of an allotment garden shall, unless otherwise agreed in writing, be paid on the 1st October in each year.

10. Water

Water is available free of charge, subject to the following conditions: -

- (i) The Council reserves the right to disconnect or restrict the supply of water at any time.
- (ii) Water is supplied for the use by tenants of the Romsey Town Council Allotments for cultivation only and is available only from troughs.
- (iii) Water may only be taken from these troughs by hand, in containers.
- (iv) The extraction of water from troughs by siphoning, pumping or mechanical means is forbidden for all able plot holders. All less able plot holders will be able to utilise a temporary pump arrangement in agreement with the secretary.

11. Power to Inspect Allotment Gardens

- (i) 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.
- (ii) Any member of the Allotment Management committee, duly elected by the tenants at the AGM, under the authority of Romsey Town Council can inspect the allotments at any time of ensure allotment rules are being adhered to.

12. Bonfires

Bonfires for the burning of allotment waste, tree cuttings etc. is only allowed between the Months of October to March inclusive.

They are not permitted during the growing season, the months of April to September when there are likely to be more people present on site.

During permitted months please ensure that the smoke does not cause a health risk or nuisance to adjacent plot holders and is put out immediately if requested to do so by adjacent plot holders.

Ensure that a bonfire does not cause excessive smoke and is extinguished upon departure.

As there are general health Risks and environmental issues involved with lighting a bonfire, we would suggest that the TVBC web site be reviewed prior to lighting.
<https://www.testvalley.gov.uk/housingandenvironmentalhealth/environmentalprotection>

13. Termination of a Tenancy of an Allotment Garden

The tenancy of an allotment garden shall, unless otherwise agreed in writing, terminate on the rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

It may also be terminated by the Council by re-entry after one month's notice in writing

- (i) if the rent is in arrear for not less than 40 days, or
- (ii) if the tenant is not duly observing the Rules affecting the allotment garden, or any other term or condition of his tenancy.
- (iii) The tenancy may also be terminated by the Council or tenant by twelve months' notice in writing commencing 1st October and expiring by 30th September the following year.

14. Service of Notices

- (i) Any notice may be served on a tenant either personally or by leaving it at his last know place of abode, or by recorded delivery letter addressed to him there, or by fixing the same in some conspicuous manner on the allotment garden.
- (ii) Any tenant evicted from an allotment plot will not be allowed to re-apply for two years.
- (iii) **Appeal Procedure Stage 1:**
 1. If the tenant disagrees with the 'Termination of Notice' from an allotment plot, then the tenant can appeal in writing to the 'Town Council Allotment Management Committee' Secretary, providing full details of the reason for the appeal, within ten working days from the issue date of the notice.
 2. The Chairman of the 'Town Council Allotments Management Committee' will then respond to the tenant within ten working days from receipt date of the appeal as to whether it has been successful or not.**Appeal Procedure Stage 2:**
 1. If the tenant disagrees with the 'Town Council Allotments Management Committee' decision, the tenant can appeal, in writing, to the Town Clerk within five working days of being informed of the decision.
 2. The Town Clerk will ask for the Chairman's response and investigate further and make a decision within ten working days, from receipt of the tenant's appeal.
 3. The Tenant and the Chairman of the Allotments Committee will be informed of the appeal outcome made by the Town Clerk.

15. Amendments to Rules

The Council reserves the right to amend these rules at any time and such amendments will take effect from the first day of October following the date the amendments are agreed by the Council.

Romsey Town Council

17 March 1987

Amended April 1995

Amended June 2008

Amended November 2009

Amended August 2016

Amended February 2018

Amended August 2018

Amended February 2019

Amended May 2022

Amended October 2022

Amended & Renumbered October/ November 2023

Amended August 2024