

Four Marks Allotments Association rules

1. Agreement

- 1.1. All members are subject to the Rules and Constitution of the Four Marks Allotment Association (FMAA).
- 1.2. The allotments are managed by the FMAA on behalf of Four Marks Parish Council.

2. Fees and tenancy

- 2.1. Rents run from January to December and are reviewed annually. Rents are to be paid in advance by the 1 January each year. Plots taken up on or after 1 June will be charged half the annual amount for that year. Plots taken up on or after 1 September will not be charged an annual rent for the remainder of that year.
- 2.2. In addition to the rent, all new Tenants will be required to pay a one off, non-refundable joining fee, also reviewed annually.
- 2.3. A condition of tenancy is residence within the civil parish boundary of Four Marks or having a Four Marks postal address (e.g. properties on/off The Shrave lie within the Chawton Parish Boundary but have Four Marks postcodes. The Tenant shall inform the Membership Secretary of any change of address, which, if it is to an address outside of the Four Marks postal address area, will result in the requirement to hand back their plot.
- 2.4. The Tenant shall also inform the Membership Secretary if they do not wish to renew their tenancy or wish to hand back their plot at any time during the year. No refunds will be given in respect to joining or rental fees.
- 2.5. No Tenant may sub-let a plot.

3. Members' responsibilities

- 3.1. It is a requirement of your tenancy to cultivate your plot and to keep it tidy by removing litter and rubbish, and controlling weeds and grass regularly so they do not seed and cause problems for other gardeners.
- 3.2. Areas not under cultivation may be covered with proprietary materials designed for the purpose such as sheeted black polythene or weed



Four Marks

Allotment Association

- suppressant sheeting which must be properly secured. These materials are not allowed to be buried under the soil in cultivation areas but may be used as a base for plot walkways to be left bare or covered in wood chip/chippings. Rubber-backed carpet must not be used as the backing and carpet may rot down releasing harmful chemicals into the soil and causing pollution. In any case such measures are intended for short-term use or overwintering beds only.
- 3.3. All green waste should be composted where it is practical to do so and members are encouraged to use bins (or other) to compost as much of their green material as possible. Members are responsible for removing any other waste from their plots. Dumping anywhere on the site or in the surrounding areas is strictly prohibited and will be regarded as a serious breach of the rules and may result in termination of membership.
 - 3.4. Each member is reminded that they have a duty of care towards other members, and any members of the public who may be on site.
 - 3.5. Members should minimise the use of chemicals on their plots and ensure that they follow environmentally friendly practices. If you do use chemicals, you must prevent any drift onto other plots and follow the manufacturer's instructions regarding their use and disposal. They should always be stored in their original marked containers, well out of reach of children and locked away.
 - 3.6. Trees must be pruned annually at the time appropriate for their species and in a manner recommended by the Royal Horticultural Society or other authority. Pruning may not take place while any bird is nesting in the tree. The tree after pruning must not exceed 2.5 metres high. Trees must be planted sufficiently far from the boundary of the plot to allow for lateral growth and such growth must remain within the boundaries of the plot. Any lateral growth onto pathways or neighbouring plots must be cut back.
 - 3.7. Members' children are welcome on the site, if properly supervised at all times.
 - 3.8. Bonfires are not permitted, except in exceptional circumstances on the authority of the Committee.
 - 3.9. It is the responsibility of each member to ensure that the gate is locked by themselves or another upon entry and exit.



Four Marks

Allotment Association

- 3.10. Only members are authorised to enter the site. Members may invite guests onto the site (if accompanied by the member) and are responsible for ensuring that their guest(s) abide by the FMAA rules.
- 3.11. Plot holders wishing to independently order and arrange delivery of bulk/bulky items to the car park or allotment gates must seek approval from the Committee before ordering such items. The Committee will liaise with the Parish Council and approval cannot be guaranteed where such deliveries could cause damage to council owned land or cause undue obstruction.
- 3.12. Use of the lawnmowers or other communal equipment provided is at your own risk. If unfamiliar with the use of such power tools, members are advised to refer to the instructions provided and/or request an orientation session.
- 3.13. Members should only use powered machine tools (e.g. mowers/strimmers) during daylight hours and no earlier/later than 8am/8pm to avoid disturbance to neighbouring residential properties.
- 3.14. Members are responsible for the safety and security of their own equipment stored on their plot or in the communal areas. The Committee will accept no responsibility for members' lost or damaged equipment. Members must also ensure that tools, and equipment are used and stored carefully and securely to avoid injury to themselves and others.
- 3.15. Smoking is not permitted in the communal shed.
- 3.16. The Association has Public Liability Insurance cover, but personal accident and property insurance cover is the responsibility of the member. Only members are covered by public liability insurance.
- 3.17. Petrol for FMAA lawn mowers will be paid for from FMAA funds. This fuel may not be used for personal equipment.
- 3.18. The use of the allotment or any part for the purpose of trade or business is not permitted except that the sale of fruit or vegetable at local events for the benefit of the Association is allowed.

4. Sheds, greenhouses and other structures

- 4.1. Wire mesh fencing, posts and rails are allowed around plots or individual beds up to a maximum height of 1 metre. If erected, these fences must be maintained by the member and not allowed to



Four Marks

Allotment Association

- overhang onto paths or other plots. No barbed wire may be used on site.
- 4.2. Hedges are permitted so long as they are of neat appearance and well maintained. The Association will treat a line of bushes or shrubs as a hedge. All hedges (and individual bushes/shrubs) must be cut at least annually and must not exceed 1.25 metres high after cutting. Cutting may not take place during the bird nesting season. Hedges (and individual bushes/shrubs) must be planted sufficiently far from the boundary of the plot to allow lateral growth and such growth must remain within the boundaries of the plot. Any lateral growth onto pathways or neighbouring plots must be cut back.
- 4.3. The netting of crops and use of fruit cages is permitted up to a maximum height of 2 metres. One shed plus a greenhouse (preferably with plastic panes) or polytunnel are permitted on plots with prior written permission from the FMAA Committee. For plot holders permitted to keep chickens, a hen house (in lieu of a shed) may be requested. An application for permission to erect a structure must be completed in all cases. All sheds must comply with the following:
- 4.3.1. No permanent structure base is permitted, e.g. concrete.
 - 4.3.2. Maximum shed size is 2.5m x 1.8m with maximum height of 2.1m.
 - 4.3.3. Maximum greenhouse or polytunnel size is 2m x 3m with a maximum height of 2m.
 - 4.3.4. Any hybrid shed/greenhouse structure must conform to the above dimensions for each element.
 - 4.3.5. Hen houses may be larger, up to 2.5m x 3m with a maximum height of 2.1m.
 - 4.3.6. Structures must be professionally manufactured.
 - 4.3.7. The colour of structures should be to minimise their visual impact.
 - 4.3.8. Structures must be maintained in good condition or the Committee will require their removal at the Tenants' expense.
 - 4.3.9. At the end of the tenancy the Committee may allow the outgoing Tenant to leave it on the plot if it is in good condition



Four Marks

Allotment Association

and if the incoming Tenant agrees. Otherwise, the Committee will require their removal at the outgoing Tenants expense.

- 4.3.10. Structures should not shade any part of an adjoining plot at any time of the day. *Rules for structures were updated in March 2019. No retrospective action will be taken.*

5. Water

- 5.1. Standpipes are distributed around the site for members to water their plots. These are for the equal and shared benefit of all members and the practice of stockpiling several watering cans at one time to the exclusion of other members is not permitted.
- 5.2. The cost of water is a significant proportion of the rent. Excessive mains water usage may result in annual rents being increased. As such, members are encouraged to minimise mains water usage by improving water retention within the soil and by collecting rainwater from shed roofs or similar. Hosepipes may not be connected to the mains water supply without the written permission of the Committee (e.g. in the case of a disability preventing the use of a watering can). This permission may be withdrawn at any time at the discretion of the Committee.
- 5.3. Water supplies will be turned off during the winter months (as a guide usually 1 October to 1 March). The stopcock is between plots D8 and B19.

6. Animals and livestock

- 6.1. Permission from the Committee is required to keep Livestock.
- 6.2. Bees may be kept on site by suitably qualified persons with special permission (among the requirements for permission are a controlled flight path and adequate insurance).
- 6.3. Dogs are permitted onto allotment sites but owners must keep them on a lead: they must be kept on the owner's plot and prevented from causing any nuisance to other members or danger to children. Owners must remove droppings from the site.

7. Plot inspections



Four Marks

Allotment Association

- 7.1. Committee members regularly inspect all plots during the growing season to ensure that the majority of the plot is being cultivated and cropped. There is no set style of gardening and a plot is deemed satisfactory so long as it is under control and being used for growing plants, whether vegetables, fruit or flowers.
- 7.2. It must be demonstrated that more than 50% of the plot area is being productively used over the course of the growing season (definitions of non-productive use include grassed areas, pathways and empty and/or weed overgrown beds).
- 7.3. The plot will also be assessed for levels of weed growth and unmanaged grassy areas, any waste/rubbish and general compliance with other FMAA rules.
- 7.4. For any plot failing an inspection, the Tenant will be issued with an improvement notice and will be required to take appropriate steps to address the identified issue(s).
- 7.5. The criteria for assessing plots are as follows:
 - 7.5.1. Cultivation
 - 7.5.2. Weeds/Grass management
 - 7.5.3. Waste/Rubbish
 - 7.5.4. Other FMAA rule breaches
- 7.6. The administration procedure for a sub-standard plot is as follows:
 - 7.6.1. Letter 1: an improvement notice, reminding the Tenant of the rules, and requiring the identified issue(s) to be addressed within 28 days. Also asks the Tenant to report any mitigating circumstances, so that an allowance can be made, if appropriate.
 - 7.6.2. Letter 2: gives two weeks' notice of repossession if improvement notice actions have not been addressed. Notice may be rescinded if the plot has been brought fully up to standard within that time.
 - 7.6.3. Improvement notices contained in Letter 1 will remain on record for a period of 3 months from date of issue and will be reactivated in the event of a reoccurrence of the issue(s) previously identified. In this case, tenants will be issued with a further letter giving two weeks' notice of repossession. Notice



Four Marks

Allotment Association

may be rescinded if the plot has been brought fully up to standard within that time.

- 7.7. If a Tenant is unable to maintain the plot for whatever reason, the Secretary should be notified in writing. If the problem is of a short-term nature, arrangements may be made by the Tenant for others to maintain the plot. Failing this the Committee may be asked to provide assistance by asking other members. If arrangements cannot be made either by the Tenant or by the Committee for the work to be carried out or, if the problem is of a long-term nature, the plot may be taken back and re-let to someone on the waiting list. No refunds will be given in respect to joining or rental fees.

8. Correspondence

- 8.1. Written correspondence to any member of the Committee should be sent to fmaasecretary@gmail.com