Allotment Water Charges: Proposed Change to Billing Method

Committee	Allotments Committee	**Report of**	Town Clerk and RFO
Meeting	28 October 2026 (agenda item [ ])	**Report type**	For decision
Report date	14 October 2026	**Sites**	All Council-managed allotment sites

1. Purpose and summary

The Committee is asked how allotment water charges should be shared from the 2027 season. Officers recommend charging by plot area in square metres, the basis already used for rent, instead of an equal amount per plot. The Committee may recommend this to Full Council now (Route 1) or survey Tenants first (Route 2). Each site's water bill is still met in full: Tenants pay for let plots, the Council pays the share for usable vacant plots, and unusable vacant plots are left out.

2. Background

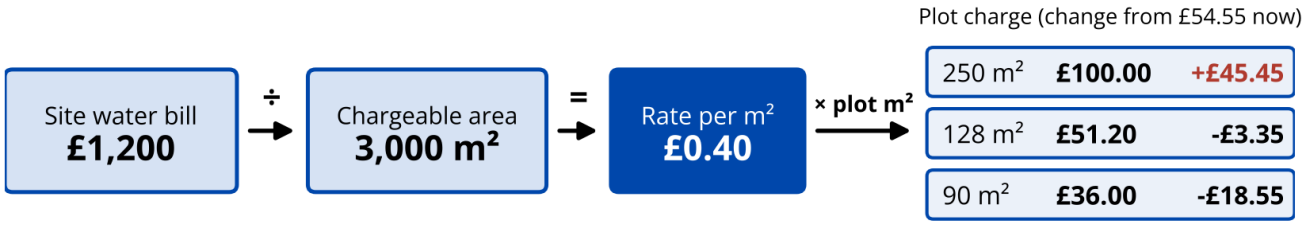
- Each site has its own metered supply; the Council pays the water company and recovers the cost from that site's Tenants. The supply is off November to March (rule 3.33.7).
- Each site's bill is currently split equally between plots, so every Tenant pays the same whatever their plot size.
- During the summer 2026, despite a hose and sprinkler ban, water usage rose considerably. Bills rose, and many Tenants complained that half and smaller plots pay the same as full plots.

3. What the Tenancy Agreement and Rules allow

Provision	Effect
Tenancy Agreement, clause 1	Records each plot's area in m² and charges rent per m². Water is charged in addition, varies yearly and is due with the rent on 1 October. It does not say how water is calculated, or how it applies when a tenancy ends part-way through a season.
Tenancy Agreement, clauses 2a and 4	The tenancy is subject to the Rules as amended, so the method can be set by a new rule; Agreements need not be re-signed. As neither the rent nor the Agreement changes, the rule 3.1.4 notice window does not apply, and the 12-month notice in clause 3.2 applies only to ending a tenancy.
Rules 2.3 and 3.1	Cover rent only. The Rules are silent on water, so the equal split is a practice, not a written term.

4. Proposed method

Each site's cost divided by the total area of its let and usable vacant plots gives a rate per m², charged on the area in each Tenancy Agreement. The Council pays the share for usable vacant plots.



Illustrative site: 22 let plots, no usable vacant plots. The site still pays £1,200 in total; unusable vacant plots are left out.

Note for the Committee: if the Committee decides to change the water billing method, there will undoubtedly be a cost to the Council whenever there are vacant plots that are usable, because the Council will pay their share of each site's water bill. The cost will vary with the number and size of vacant plots on each site, and will need to be provided for in the budget.

5. Options

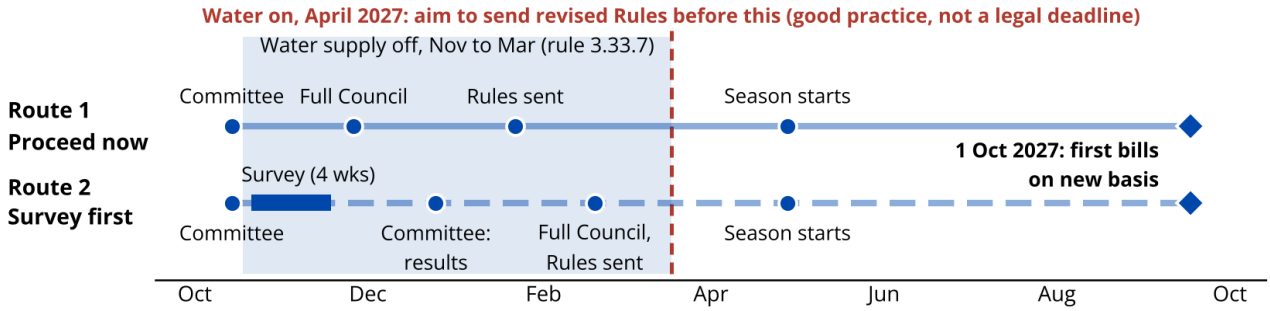
Option	For	Against
A. No change	No work needed	Complaints unresolved; smaller plots keep paying a disproportionate share; method stays unwritten
B. Charge by plot area (recommended)	Same basis as rent; areas already recorded; each site's bill met in full	Tenants of larger plots pay more, so some objections are likely; a cost to the Council for usable vacant plots
C. Survey Tenants first	Tenants have a say; decision visibly informed	Adds a Committee cycle but next water billing period not due until 1 October 2027; results advisory and likely to split by plot size

6. Implications

Option B shares cost fairly by size but does not itself deter misuse, so the water rules are also clarified and enforced.

Legal	New **rule 3.34 (Water Charges)**: water recovered at cost without profit (consistent with the Water Resale Order 2006); charged per m² of let and usable vacant plot area; invoiced with the rent; non-payment within 40 days a breach, as the arrears provisions (clause 3.4.2, rule 4.3.1) cover rent only. **Rule 3.33.9 clarified**: in any restriction, watering cans only. Same Committee then Full Council route as version 10.
Financial	There will be a cost to the Council whenever there are usable vacant plots, as the Council pays their share of each site's water bill. The amount depends on vacancy levels and must be budgeted for. Staff time to check split or merged plots and update the billing spreadsheet, absorbed within existing resources.
Equality	Public Sector Equality Duty (Equality Act 2010, s.149) considered. Smaller plots are often held by older or disabled Tenants and new starters, whose charges should fall. No negative impact identified.
Surrendered plots	A Tenant whose tenancy ends for any reason remains liable for water for the part of the season they held the plot, pro rata by days. As water is billed after the season, this may be invoiced after they have surrendered (draft rules 3.34.5, 4.2.4; Agreement clause 3.5).
Survey (Route 2)	Advisory; no legal duty to consult. One response per plot, with a privacy notice; Microsoft Forms plus paper copies; results reported by site and plot size, not as a simple majority.
Key risks	Larger-plot objections (**High**): covering letter linking the change to rent. Unpaid water after surrender (Medium): rule 3.34.5; recovered as a debt. Misuse continues (**Medium**): clarified rule 3.33.9, enforced under rule 4.3.2.1 and clause 3.4.4.

7. Timetable



Dates are indicative. No statutory notice period applies; sending the revised Rules before the water is on is good practice. 2026 charges will not be recalculated.

8. Recommendations

The Committee is asked to choose **Route 1 or Route 2**. **Under both routes**, to **NOTE** the cost to the Council for usable vacant plots and the liability of Tenants who surrender (section 6), and the inconsistencies at Appendix B; and **AGREE** that Officers report on them to a future meeting.

Route 1: proceed now	Route 2: survey Tenants first
1. **RECOMMEND TO FULL COUNCIL** that water charges are calculated per m² of let and usable vacant plot area on each site, with Tenants charged on their Tenancy Agreement area, the Council paying for usable vacant plots and unusable vacant plots excluded. 2. **RECOMMEND TO FULL COUNCIL** version 11 of the Rules, with new rule 3.34 and amended rule 3.33.9 (Appendix A). 3. **AGREE** the method applies from the 2027 season, with the revised Rules sent to all Tenants under rule 3.17, ideally before the water is switched on. 4. **AUTHORISE** Officers to update clauses 1 and 3.5 of the Tenancy Agreement for new lettings (Appendix A).	1. **APPROVE** the survey at Appendix C for issue to all Tenants for four weeks. 2. **AGREE** that results come back to this Committee in January 2027, by site and plot size, with a final recommendation. 3. **NOTE** that the survey is advisory and the decision remains with the Council. 4. **RECOMMEND TO FULL COUNCIL** amended rule 3.33.9 now, as it does not depend on the survey.

Appendices (attached): A, current and proposed rule wording; B, Tenancy Agreement and Rules inconsistencies; C, draft Tenant survey.
Background papers: Allotment Rules v10 (2026); Allotment Garden Agreement; 2026 water bills; complaints. **Contact officer:** Tor Warburton, Town Clerk and RFO

Appendix A: Proposed amendments to the Rules and Tenancy Agreement

New or changed wording is shown in **red**. Rule changes apply to all Tenants through clauses 2a and 4 of the Tenancy Agreement. Tenancy Agreement changes apply to new lettings and restate the Rules so the position is clear to Tenants when they sign.

Provision	Current wording	Proposed wording	Reason for change
3.33.9	In the event of a hosepipe ban, the use of soaker hoses and sprinkler systems is strictly prohibited. Only handheld watering methods are permitted.	In the event of a hosepipe ban **or other water restriction, Tenants must comply fully with that restriction. Hosepipes of any kind,** soaker hoses and sprinkler systems **must not be used, and watering must be by watering can only, unless the restriction expressly allows otherwise.**	"Handheld watering methods" could be read as allowing a handheld hosepipe, which a hosepipe ban normally prohibits.
3.34.1	*No provision*	**The Council will recover from Tenants their share of the cost of water supplied to each Allotment Site, at the price charged to the Council by the water company, without profit.**	Confirms water is recovered at cost only, consistent with Ofwat's approach under the Water Resale Order 2006.
3.34.2	*No provision*	**The water charge for each Allotment Plot will be calculated by dividing the total water cost for the Allotment Site for the season by the total area, in square metres, of all let Allotment Plots and usable vacant Allotment Plots on that Site, and multiplying the result by the area of the Tenant's Allotment Plot as recorded on the Tenancy Agreement. The Council will pay the share for usable vacant Allotment Plots. Vacant Allotment Plots that the Council has assessed as unusable are excluded from the calculation.**	Replaces the unwritten practice of an equal charge per plot with charging by area, the same basis as the Annual Rent. Tenants do not pay for vacant plots; the Council meets the share for usable ones.
3.34.3	*No provision*	**Water charges will be invoiced with the Annual Rent on 1 October and are payable in full within 28 days of receipt of the invoice.**	Matches clause 1 of the Tenancy Agreement (due 1 October) and the rent payment terms in rule 3.1.1.
3.34.4	*No provision*	**Failure to pay water charges within 40 days of the invoice is a breach of these Rules.**	The 40-day arrears provisions (clause 3.4.2, rule 4.3.1) refer to rent only, so non-payment of water is made enforceable under rule 4.3.2.1 and clause 3.4.4.
3.34.5	*No provision*	**Where a tenancy ends during a season, for any reason, the Tenant remains liable for the water charge for their Allotment Plot for the part of the season during which they held the tenancy, calculated pro rata by the number of days. This charge will be invoiced once the water bill for the Site is known, which may be after the tenancy has ended, and is payable within 28 days of the invoice. Any unpaid charge will be recovered as a debt.**	Water is billed after the season, so a Tenant who surrenders part-way through must still pay for the time they held the plot. Once the tenancy has ended, unpaid charges are recovered as a debt.
4.2.4	*No provision*	**A Tenant who ends their tenancy remains liable for water charges under rule 3.34.5, which may be invoiced after the tenancy has ended.**	Makes the position clear at the point of surrender, alongside the existing surrender rules 4.2.1 to 4.2.3.
Tenancy Agreement, clause 1	Water charges are additional and vary each year. Both charges are due on 1st October in any one year.	Water charges are additional and vary each year. **They are calculated per square metre under rule 3.34 and invoiced on 1 October for the season just ended.** Both charges are due on 1st October in any one year.	States the charging basis in the Agreement itself, so new Tenants know it when they sign.
Tenancy Agreement, clause 3.5	In the event of the termination of the tenancy the Tenant shall return to the Council any property made available to them during the Tenancy and shall leave the plot in a clean and tidy condition.	In the event of the termination of the tenancy the Tenant shall return to the Council any property made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. **The Tenant remains liable for water charges for the period of the tenancy, which may be invoiced after the tenancy has ended.**	Matches rule 3.34.5 and makes the liability after surrender a term of the Agreement for new lettings.

Appendix B: Inconsistencies between the Tenancy Agreement and the Rules

Compares the Allotment Garden Agreement (November 2023 template) with the Rules and Regulations, version 10. The conflicting wording is shown in **red**. None of these affects the water proposal; Officers will bring a report to a future meeting.

Subject	Tenancy Agreement says	Rules (version 10) say	Discrepancy	Suggested action
Council address and email	Fourth Floor, Incuhive, Chantry House, 38 Chantry Way; **allotment@andovertc.co.uk**	Office 107, Incuhive Andover, Chantry House, 38 Chantry Way; **office@andover-tc.gov.uk**	Different office and email; the Agreement uses the old domain	Update the Agreement template
Death of Tenant	Clause 3.1: ends automatically **on the Rent Day next after the death**	Rule 4.1.1: ends **immediately** on death	Different end date for the tenancy	Agree one position and align both
Ending by the Tenant	Clause 3.2: either party gives **at least twelve months' notice** expiring on or before 6 April or on or after 29 September	Rule 4.2.1: Tenant gives written notice **stating the date** the tenancy is to end; no notice period	Rules set no minimum notice for Tenants	Decide the Tenant notice period and align
Moving away	Clause 3.4.1: resident more than one mile out of the **borough, district or parish**	Rule 4.3.2.2: moved more than 1 mile outside the **Parish Boundary**	Agreement uses a wider area than the Rules	Use "Parish" in both
Breach of conditions	Clause 3.4.4: one month's notice if the Tenant is **not duly observing the conditions**	Rule 4.3.2.1: one month's notice where the Tenant **has not complied within 3 months**; warning letters under rule 3.21	Rules add a 3-month compliance period the Agreement does not mention	Cross-refer the Agreement to rules 3.21 and 4.3.2
Land needed for statutory purposes	Clause 3.3: re-entry after **3 months' previous notice**	Rule 4.3.2.5: **less than 3 months' notice**	Rule appears to omit "not"	Amend rule to "not less than 3 months' notice"
Serving notices	Sent to the Tenant's address **"by the normal methods"**	Rule 3.17: **hand, post or email**, with deemed service dates	Agreement does not mention email or deemed service	Refer the Agreement to rule 3.17
Late rent cross-reference	Clause 3.4.2: re-entry if rent is in arrears for not less than 40 days	Rule 3.22.1: ends tenancy "in accordance with **paragraph 4.2**" (termination by the Tenant)	Wrong cross-reference; the 40-day rule is 4.3.1	Correct rule 3.22.1 to refer to rule 4.3.1
Rent increases	Clause 1: rent rises **10% each year for 4 years (up to 2027)**	Rule 3.1.3: Council may amend the rent	Agreement wording expires after 2027	Update the template for 2028 lettings

Appendix C: Draft Tenant survey (Route 2)

Allotment water charges: have your say. The Council recovers the cost of water on each site from the Tenants on that site. At present the bill is shared equally between plots, so every Tenant pays the same whatever the size of their plot. We are considering sharing it by plot area instead, in the same way your rent is already charged per square metre. Each site's bill would still be met in full, with the Council paying the share for any usable vacant plots. For example, on a site with a £1,200 bill and 3,000 m² of plots, a 250 m² plot would pay £100.00 instead of £54.55, a 128 m² plot £51.20 and a 90 m² plot £36.00. Please reply by [insert closing date], one response per plot.

No.	Question	Response
1	Which site is your plot on?	[List of sites]
2	What is your plot number?	Free text
3	How would you prefer the water bill on your site to be shared?	Equally between all plots (current method) By plot area in square metres (same basis as rent) No preference
4	Any other comments about water charges or water use on your site?	Free text

Privacy notice: we ask for your site and plot number only so that each plot is counted once. Answers will be used solely to inform the Council's decision, handled in line with the Council's Privacy Statement, and reported in summary form with no individual Tenant identified. Paper copies are available from the Council office.