ANDOVER TOWN COUNCIL
Rules and Regulations for Allotment Tenants – 2026

These Rules and Regulations replace any existing Rules and Regulations, and the Council reserves the right from time to time to revise or update these Rules and Regulations and to send to Tenants a copy of the revised or updated Rules which will then replace these Rules and Regulations.

1. Introduction

You will only be eligible for an Allotment if you are living in the Andover Parish as set out in Allotment Act 1908 (section 23 (1)). Allotment holders from outside the Parish will retain their legacy plots.

These rules are made pursuant to The Small Holdings and Allotment Act 1908 and the Allotment Acts of 1922 to 1950 and apply to all rented allotment gardens owned by Andover Town Council

2. Definitions

2.1. **Allotment Officer** – The nominated member of staff from the Council responsible for the management of the Allotment Sites on behalf of the Council.

2.2. **Allotment Plot** – the area named on the Tenancy Agreement.

2.3. **Annual Rent** – the annual rent payable by the Tenant to the Council for the cost of the Allotment Site to be paid on the 1 October.

2.4. **Association Representative** – Volunteers who form an allotment association. They act in the interests of and on behalf of tenants for all matters relating to a particular allotment site, its upkeep and development and liaise with the Council.

2.5. **Buildings** – that are considered acceptable are sheds, greenhouse, polytunnels.

2.6. **Council** – Andover Town Council.

2.7. **Cultivated** – the Allotment Plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.

2.8. **Livestock** - bees, chickens & rabbits.

2.9. **Rules** – Rules and Regulations.

2.10. **Tenancy Agreement** – A legally binding written document which records the terms and conditions of letting a particular Allotment Plot to an individual Tenant.

2.11. **Tenant** – a person who holds an agreement for the tenancy of the Allotment Plot.

2.12. **Specialist Service** – Qualified Trades people.

2.13. **Uncultivated** – either fully or partially overgrown or unused, weed or grass is prevalent, insufficient or no crop planting is present and no effort has been made to keep the Allotment Plot clear and tidy.

2.14. **Vermin** – rats and swarming wasps.

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2.15. **Warden** – a Tenant who represents Tenants and assists the Council in the management on a specific Allotment Site.

3. Rules and Regulations for Allotment Tenants

By signing the Tenancy Agreement, the Tenant of the Allotment Plot agrees to observe all the Rules below. To observe and fully comply with all enactments statutory instrument local parochial or other byelaws orders or regulations affecting the plot.

Failure to abide by the Rules will result in termination of the Tenancy Agreement.

3.1. Annual Rent and Tenancy Agreement

3.1.1. To pay the Annual Rent for an Allotment Plot in full in one annual payment, within 28 days of receipt of an invoice from the Council in accordance with the Tenancy Agreement.

3.1.2. Refunds of Annual Rent (or pro-rated portions thereof) will only be offered in the following circumstances:

3.1.2.1 A Tenant has died, and all the following are also true:

3.1.2.1.1 The tenancy was either solely held by the tenant, or jointly held with a spouse who wishes to surrender the plot immediately following the death.

3.1.2.1.2 The plot, buildings and other items have been left in an acceptable condition as required by other parts of these rules and regulations at the date that the Council are notified of the death and the wish to surrender the tenancy.

3.1.2.1.3 Any pro-rated rent calculation for the remainder of the tenancy year is greater than £10.00

3.1.3. The Council reserves the right to amend the amount of rent payable.

3.1.4. Notice of any change to the rent or Tenancy Agreement will be given before the 6th April or after 29th September

3.1.5. Occupancy of the Allotment Plot will only be permitted once payment has been received and Tenancy Agreement signed.

3.2. Alienation

3.2.1. Not to sub-let, assign or part with the possession of the Allotment Plot or any part of it without the prior written consent of the Council. For the purposes of clarification, a transfer of the tenancy falls within this paragraph and is prohibited.

3.2.2. The Council may provide prior written approval for a Tenant to have a co-worker under conditions set by the Council, however this cannot be paid work.

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3.2.3. Joint Tenancy may be permitted at the discretion of the Town Council.

3.3. **Barbed Wire**

3.3.1. Barbed wire or similar must not be brought on the Allotment Plot or Allotment Site.

3.4. **Beekeeping**

3.4.1. The Council has a Bee-Keeping Policy that Tenants must comply with.

3.4.2. No bees are to be kept on the Allotment Site unless prior written approval is given by the Council.

3.5. **Bonfires/Incinerators**

3.5.1. Bonfires are allowed for the burning of materials from the Allotment Plot only, ie diseased plants and dried out organic material that will burn without smoke or hazardous residue.

3.5.2. Bonfires should be after 7pm during the Summer months and 4pm in the Winter months.

3.5.3. Bonfires must be in a purpose-built incinerator and supervised at all times.

3.5.4. No household rubbish, rubber, plastic (including bottles and bags), foam, tyres or oils should be burnt.

3.5.5. Incinerators must not be positioned within 2 metres of any fencing, hedging, sheds, other buildings or pathways when in use.

3.5.6. Any tenant found to have caused damage from a bonfire shall be liable for the full costs of repair or replacement.

3.5.7. The Tenant must not allow a bonfire to cause a nuisance to neighbouring residents or other Tenants.

3.5.8. Tenants who light a bonfire within 50 feet (15.24m) of the center of a highway may be guilty of an offence under the Highways Act 1980

3.5.9. Tenants whose bonfire causes a smoke nuisance may result in action under the Environment Protection Act 1990.

3.6. **Buildings**

3.6.1. The Tenant shall not without written consent of the Council erect any building on the Allotment and consent shall not be unreasonably withheld for the erection of a shed, greenhouse or polytunnel.

3.6.2. Sheds and greenhouses should not have a floor area exceeding 4.5sq m. (8ft x 6ft).

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3.6.3. The floor area of a Polytunnel should be the lessor of 32sq m, or one quarter of the area of a rented plot. (6m x 5m approx).

3.6.4. No concrete bases are permitted under any circumstances.

3.6.5. Buildings must be erected on the Allotment Plot and should be at least 30 cm from any path or track.

3.6.6. Any Buildings must be well constructed and kept in a good state of repair to the satisfaction of the Council. They should not be constructed using hazardous material (e.g. asbestos).

3.6.7. Any buildings put up on the Allotment Plot must be removed by the Tenancy termination date.

3.6.8. If the Council is not satisfied with the condition of the structure, the Tenant shall either alter or repair it to the satisfaction of the Council or remove it within 1 month of instruction by the Council to do so. If the structure is not removed, the Council may remove it, and the Tenant will be charged for the removal.

3.6.9. Tenants should erect polytunnels in accordance with the manufacturer's instructions and ensure that the structure, and that of other buildings, is adequately secured to minimize the potential damage from adverse weather conditions.

3.6.10. Chicken coops should not exceed a floor area of 1sqm and the chicken run must not exceed a floor area of 10sqm.

3.6.11. Andover Town Council has a Chicken Keeping Policy that Tenants must comply with.

3.7. **Change of address or other details.**

3.7.1. The Tenant must inform the Council immediately of any change of address/contact telephone number.

3.7.2. The Tenant should advise the Council of their email address.

3.8. **Chemicals**

3.8.1. Only commercially available chemicals may be used and they must be stored and disposed of in accordance with the manufacturer's instructions.

3.8.2. The Tenant shall not take onto the Allotment Site any illegal chemicals, for example creosote, or any poisons or chemicals that may be a danger to animals or birds or which may contaminate underground water or streams or rivers in the vicinity.

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3.8.3. The Tenant shall where possible avoid the use of chemicals for the control of weeds, insects and slugs. Any use of chemicals must be strictly in accordance with the manufacturer's instructions.

3.8.4. Utmost care must be taken to ensure such chemicals do not drift outside the Tenant's plot.

3.9. **Children**

3.9.1. Children on site should not cause a nuisance or annoyance to other Tenants, adjoining landowners or to the occupiers of neighbouring houses.

3.9.2. Children must be supervised at all times, and ball games are not allowed at any time.

3.9.3. Children must not be left unattended at any time on the Allotment Site.

3.10. **Cultivation**

3.10.1. A new Tenant will cultivate the allotment plot, to an agreed acceptable standard, 25% within the first 3 months, 50% within 6 months and 100% within the first year of tenancy.

3.10.2. The Tenant shall keep the Allotment Plot in a clean and tidy condition, cultivated and fertile.

3.10.3. If an Allotment Plot appears to be uncultivated, the Council reserves the right to cut down all weed growth and charge the Tenant for the cost of such work.

3.10.4. A minimum of 70% of the plot should be cultivated and any sheds and paths should be included within the remaining 30%.

3.11. **Disputes**

3.11.1. In the case of a dispute between Tenants on the Allotment Site, adjoining landowners or the occupants of any nearby houses, the matter will be referred to the Council for further enquiry and resolution. The Council's resolution shall be final.

3.12. **Dogs**

3.12.1. Dogs are not permitted on the Allotment Site except for an assistance dog that must be kept under control at all times.

3.13. **Duty of Care**

3.13.1. The Tenant has a duty of care to others, including visitors and trespassers even when not on site to ensure their plot is always kept in a safe condition.

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3.13.2. The Tenant shall take care when using strimmers, rotovators, grass cutting machines and the Council cannot be held responsible for any injury caused as a result of use of the equipment.

3.13.3. Tenants shall ensure all tools are stored safely.

3.13.4. The Council accepts no responsibility for loss or damage to such items nor any resulting injury however caused.

3.13.5. Tenants must not leave any hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.

3.13.6. The Tenant shall remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.

3.13.7. Andover Town Council expects the Tenant to take out insurance to cover any loss or damage to personal property, and, any third-party claim against the Tenant that occurs as a result of any action taken or not taken by the Tenant.

3.14. **Hedges, fences, paths and gates**

3.14.1. The Tenant must keep all pathways bordering the Allotment Plot properly cut, trimmed and maintained up to the nearest half width between adjoining plots and they must be kept free of trip hazards.

3.14.2. Allotment Plot paths must remain at the minimum of 60cms.

3.14.3. If the Allotment Plot extends into an area that but for the extension would have been a shared path, the Tenant shall re-create the path if required by the Council.

3.14.4. Main tracks to be minimum of 3 metres.

3.14.5. Boundary lines between boundary fence and plot to be 1 metre and tenants must not allow weeds, stinging nettles and climbers to encroach that area which must be kept clear at all times.

3.14.6. Tenants must not cut or prune any trees or bushes around the outside of the boundary fence to the site without the prior written consent of the Council.

3.14.7. Tenants must not put up any fence, gate or hedge within the site unless authorised by the Council.

3.15. **Fruit Cages/Raised Beds**

3.15.1. Fruit cages that are located on the Allotment Plot must not exceed 7’6” (2.3m) in height and shall be proportionate, well-constructed and maintained, and shall be located to minimize any shading on adjoining Allotment Plots. No concrete footings are permitted.

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3.15.2. All fruit cages, timber plot edging and raised beds must be removed by the tenant on the termination of Tenancy Agreement.

3.16. **Livestock**

3.16.1. Animals must not be kept on the Allotment Plot unless prior written approval is given from the Council.

3.16.2. A 24-hour contact number must be provided to the Council and displayed on the housing for use in the event of an escape, or an animal in distress.

3.16.3. Should vermin be attributed to a Tenant's livestock the Tenant will be responsible for any pest control costs incurred by the Council.

3.17. **Notices**

3.17.1. Notices must be given in writing by either party.

3.17.2. Notices to be served on the Council, may be in hard copy, or sent via email, addressed to the Town Clerk and delivered/sent to the Council's registered address as specified in this document.

3.17.3. All notices received by the Council will be acknowledged by email or letter.

3.17.4. Notices to be served on the Tenant, may be in hard copy, delivered either by hand or mail, to the Tenants last known home address, or where the Tenant has provided the Council with an email address for correspondence, by email.

3.17.5. Notices will be deemed to have been served on the Tenant, on either,

3.17.5.1. the date of hand delivery,

3.17.5.2. the date of first-class postage + 3 days, or

3.17.5.3. the date of sending the email + 1 day, or the next working day.

3.17.6. If no acknowledgement is received within 14 days, the Council will send another copy of the Notice by registered or recorded delivery mail.

3.18. **Nuisance**

3.18.1. Abusive, aggressive, threatening or confrontational behaviour towards the Council's representatives, adjoining owners or occupiers of the Allotment Plots will not be tolerated. Any instances of such behaviour may be a breach of criminal law and may be reported by the aggrieved to the police for further action.

3.18.2. Tenants must not cause any nuisance or annoyance to the occupier of any other Allotment Plot, adjoining landowners or the occupiers of nearby houses.

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3.18.3. Tenants must not enter, take or remove any plants, crops or materials from other Allotment Plots without the Tenant's permission or if a vacant plot without the consent of the Warden.

3.18.4. Tenants must not obstruct or reduce the width of any path between the Allotment Plots, or block or obstruct the main track on the Allotment Site.

3.19. **Plot Marker**

3.19.1. Tenants must ensure their plot is numbered and must keep the plot number clean, readable and displayed in a prominent position at all times. If there is uncertainty as to the plot number, see the Tenancy Agreement.

3.20. **Ponds/water storage**

3.20.1. The surface area of any pond must not exceed 0.14 square metres (12" x 18" approximately).

3.20.2. The pond must be protected by a metal grid of sufficient strength to support the weight of a child.

3.20.3. The Council must be notified of the location of any ponds.

3.20.4. The Tenant should ensure that all ponds are clearly visible.

3.20.5. Risk assessments may be carried out by the Council.

3.20.6. Ponds must only be filled by rain water.

3.20.7. The Tenant shall practice sensible water conservation, collect water from sheds and other buildings and consider mulching as a water conservation practice.

3.20.8. All water storage receptacles must be covered.

3.21. **Power to inspect**

3.21.1. The Council, its appointed Officers or Warden is entitled to enter any Allotment Plot for inspection of the state of cultivation and general condition of the plot.

3.21.2. If during a plot inspection a plot is considered to be in an unacceptable condition, the Council shall write (first letter) to the Tenant giving 28 days in which to respond with any mitigating circumstances and produce a timescale to rectify the failings.

3.21.3. A further plot inspection will take place a minimum of 28 days after the first letter and if no action has been taken by the Tenant a second letter shall be sent, by the Council, to the Tenant giving 14 days in which to respond.

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3.21.4. Failure to satisfactorily respond to the second letter will result in a written Notice of Eviction being served on the Tenant by the Council.

3.21.5. Once a first and second letter have been issued to a Tenant, the review process will continue on an ongoing basis and will apply to that individual Tenant, rather than resetting at the start of each financial year.

3.21.6. If a Tenant receives a first or second letter in respect of the same Allotment Plot on two or more occasions within any 24-month period, the Council will send a further (third and final) letter. The Tenant must respond in writing within 7 days of the date of the third letter, providing evidence of any exceptional circumstances, and must return the Allotment Plot to the required standard within 28 days of the date of the third letter. Failure to do so will result in a written Notice of Eviction being served on the Tenant without any further warning letters.

3.21.7. If the Tenant complies with the third letter, the Tenant will remain on notice of eviction for a period of 12 months from the date on which the Council confirms compliance. Should the Allotment Plot fall below the required standard during that period, a written Notice of Eviction will be served on the Tenant without any further warning letters, save where the Tenant provides evidence of exceptional circumstances.

3.21.8. A Tenant served with a Notice of Eviction under these provisions may request, in writing within 14 days of service, a review of the decision by the Council. The outcome of that review shall be final.

3.22. **Rent**

3.22.1. If the Tenant does not pay the rent on time the Council will end the Tenancy in accordance with paragraph 4.2 in these Rules and Regulations.

3.23. **Restriction on admittance to Allotment Plot**

3.23.1. The Council has the right to refuse admittance to any person other than the Tenant to the Allotment Plot or to the Allotment Site.

3.24. **Security**

3.24.1. Tenants must ensure that the gate is closed behind them and that the combination code is scrambled.

3.24.2. Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on site and be allowed the ability to access the site.

3.24.3. Tenants shall not give copies of any key or combination lock code issued by the Council to anyone.

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3.25. **Special Conditions**

3.25.1. Tenants must not take or carry away, or sell any mineral, gravel, clay or sand from the Allotment Site.

3.25.2. Tenants must observe and undertake any other special conditions which the Council considers necessary to preserve the Allotment Plot or Allotment Site from deterioration.

3.25.3. Tenants must advise the Council of any damage to fences, water equipment, such as pipes, or to any other aspect of the Allotment Site as soon possible.

3.26. **Traps**

3.26.1. Tenants must not set traps.

3.27. **Trees/Fruit Trees**

3.27.1. Tenants shall not cut, prune, lop or interfere with any trees on the Allotment Site other than the Tenant's own trees without the prior written approval of the Council.

3.27.2. Tenants shall not plant any trees or bushes other than fruit trees or bushes, which will be subject to removal upon termination of Tenancy if required by Council.

3.27.3. Tenants shall not allow self-seeded trees to grow on the allotment (especially any growing through a perimeter fence).

3.27.4. Fruit Trees/Bushes must be planted away from paths and to ensure they do not shade or allow roots to grow under neighbouring plots.

3.27.5. Fruit trees are the only permitted tree to be planted on an Allotment Plot. Grown height should not exceed 2m, failure to maintain this height may result in the Specialist Service carrying out the work and the Tenant to pay Specialist's invoice.

3.28. **Tyres**

3.28.1. Tyres are not permitted to be on any Allotment Site.

3.29. **Use of Land**

3.29.1. The Tenant shall use the land as an Allotment Plot only as per the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and family) and for no other purpose.

3.29.2. The Tenant is responsible for the health and safety of all persons on the Allotment Site insofar as any harm is caused to any persons as a result of the Tenants keeping of livestock on the Allotment.

3.29.3. The Tenant must not use the Allotment Plot for any illegal, immoral or criminal activity or purpose.

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3.29.4. The Tenant must use the Allotment Plot for his or her own personal use and not carry out any trade or business or sell produce from the Allotment Plot.

3.29.5. Tenants must comply with all reasonable or legitimate directions given by an Officer of the Council, or representative, in relation to an Allotment Plot or Site.

3.29.6. The use of any Buildings for overnight stays or residential accommodation is not permitted.

3.29.7. Tenants must not bring on to the Allotment Plot, or store, any items other than for horticultural use.

3.29.8. No permanent children's play equipment is to be kept on the Allotment Plot.

3.29.9. Construction materials, paving and timber for infrastructure work brought onto the Allotment Site for use by the Tenant must be used within 3 months.

3.29.10. Tenants must not erect any notices or advertisements without the permission from the Council.

3.30. **Vermin**

3.30.1. The Tenant should notify the Council of any vermin observed on the Allotment Site.

3.30.2. Bait and traps can only be set by an authorised Pest Controller employed by the Council.

3.31. **Vehicles**

3.31.1. All vehicles must be driven carefully and parked sensibly, cause no obstruction or inconvenience to other Tenants. Vehicles are not allowed on Allotment Plots at any time.

3.31.2. Overnight parking on the Allotment Site is strictly prohibited.

3.31.3. The use of E-Scooters on site is not permitted under any circumstances.

3.32. **Waste**

3.32.1. No non-compostable material is to be kept on the Allotment Plot or on the Site.

3.32.2. No garden waste, any other material or other waste is to be placed against any fence, hedge or gate.

3.32.3. Only plant waste may be composted on the Allotment Plots.

3.32.4. Composting is only allowed on the Allotment Plot and must be properly maintained to the satisfaction of the Council.

3.32.5. All other waste material must be removed from the Allotment Plot and disposed of in an appropriate manner.

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3.32.6. No cooked food waste is to be brought on to the Allotment Plot.

3.32.7. The Tenant shall not bring onto the Allotment Site any rubbish from external sources.

3.33. **Water**

3.33.1. The use of water is only permitted for watering plants on a Tenant's Plot or hand washing.

3.33.2. The use of a sprinkler or soaker hose connected to a hosepipe is permitted provided that the tenant is present on the Allotment Plot.

3.33.3. Any Tenant who observes an active sprinkler or soaker hose, where there is no visible evidence of the Tenant, should turn the water off at the relevant tap.

3.33.4. In event of drought or other emergency Government restrictions will be observed.

3.33.5. The water tap must be turned off immediately after use.

3.33.6. Damaged or leaking taps must be reported to the Council as soon as reasonably possible.

3.33.7. The water supply is switched off during the winter months (November – March)

3.33.8. If a severe frost is forecast the Council reserve the right to extend this period.

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.

4. Termination of Tenancy Agreement

The Tenancy will terminate immediately:

4.1.1. If the Tenant dies.

4.1.2. If the Tenant transfers or attempts to transfer the Tenancy to someone else.

4.1.3. If the Tenant permits someone else to use the Allotment Plot for their own use without written consent from the Council.

4.1.4. On termination of the Tenancy the Tenant will clear the plot of all fixtures and fittings unless agreed in writing with the Council not to do so; failure to comply will result in a charge to the Tenant for the clearance of the plot.

4.2. **Termination by Tenant**

4.2.1. Termination of a Tenancy Agreement must be given in writing to the Council quoting Plot Number and Site, stating the date on which the Tenancy Agreement is wished to cease.

4.2.2. The Plot must be left in a clean and tidy condition and clear of any debris and rubbish.

4.2.3. On receipt of termination of the Tenancy the Council will inspect the plot.

4.3. **Termination by the Council**

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4.3.1. The Council may end the Tenancy if the rent is in arrears for 40 days or more.

4.3.2. The Tenancy may be ended by the Council after 1 month if the Council gives notice in writing whereby:

4.3.2.1. The Tenant has not complied with these Rules & Regulations within 3 months.

4.3.2.2. That at the date of taking the Tenancy the Tenant was living within the Parish Boundary and has later moved to more than 1 mile outside of the Parish Boundary.

4.3.2.3. If that at the end of 30 days written notice given to the Tenant by the Council requiring the Tenant to put the Allotment Plot into a good state of cultivation, unless there are strong mitigating circumstances.

4.3.2.4. The Tenancy will also end on a no-fault basis at the end of not less than 12 months written notice given by the Council expiring at any time between the 29th September and the following 6th April in any year.

4.3.2.5. At the end of less than 3 months' notice in writing given to The Tenant by the Council that the Allotment is required for any statutory purpose, other than agriculture, for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

4.3.2.6. If the Tenant continues to leave a plot uncultivated.

5. Reclamation of Costs

5.1. If in the considered opinion of the Council's Senior Officers remedial work is required on a Tenant's building or the Plot is, or has not been left in a satisfactory condition, any work carried out to return a building or plot to a satisfactory condition shall be charged to the Tenant. (Allotments Act 1950 s4)

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