

# ANDOVER TOWN COUNCIL

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## Rules and Regulations for Allotment Tenants

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

(Issue 8.V2 – March 2017)

<b>1.</b>	<b>Introduction</b> 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)) 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
<b>2.</b>	<b>Definitions</b>
<b>2.1</b>	<b>Allotment Officer</b> – The nominated member of staff from the Council responsible for the management of the Allotment Sites on behalf of the Council
<b>2.2</b>	<b>Allotment Plot</b> – the area named on the Tenancy Agreement
<b>2.3</b>	<b>Annual Rent</b> – the annual rent payable by the Tenant to the Council for the cost of the Allotment Site to be paid from the 1 <sup>st</sup> September.
<b>2.4</b>	<b>Association Representative</b> – 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 and its upkeep and development.
<b>2.5</b>	<b>Buildings</b> – that are considered acceptable are sheds, greenhouse, polytunnels.
<b>2.6</b>	<b>Council</b> – Andover Town Council
<b>2.7</b>	<b>Cultivated</b> – the Allotment Plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
<b>2.8</b>	<b>Livestock</b> - bees, chickens & rabbits.
<b>2.9</b>	<b>Rules</b> – Rules and Regulations
<b>2.10</b>	<b>Tenancy Agreement</b> – A legally binding written document which records the terms and conditions of letting a particular Allotment Plot to an individual Tenant.
<b>2.11</b>	<b>Tenant</b> – a person who holds an agreement for the tenancy of the Allotment Plot
<b>2.12</b>	<b>Specialist Service</b> – Qualified Trades people
<b>2.13</b>	<b>Uncultivated</b> – 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
<b>2.14</b>	<b>Vermin</b> – rats and swarming wasps.
<b>2.15</b>	<b>Warden</b> – represents Tenants on a specific Allotment Site.

<b>3.</b>	<b>Rules and Regulations for Allotment Plot</b>	
	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.	
	<b>Failure to abide by the Rules will result in termination of the Tenancy Agreement.</b>	
	<b>3.1</b>	<b>Annual Rent and Tenancy Agreement</b>
		<ul style="list-style-type: none"> <li>• 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</li> <li>• Refunds of Annual Rent will not be offered under any circumstances.</li> <li>• The Council reserves the right to amend the amount or rent payable. If they do so then the Council will give you 28 written days' notice, prior to the 1<sup>st</sup> September, of the amount of the increased rent.</li> <li>• Occupancy of the Allotment Plot will only be permitted once payment has been received and Tenancy Agreement signed.</li> </ul>
	<b>3.2</b>	<b>Alienation</b>
		<ul style="list-style-type: none"> <li>• 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. 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.</li> <li>• Joint Tenancy may be permitted at the discretion of the Town Council.</li> </ul>
	<b>3.3</b>	<b>Barbed Wire</b>
		<ul style="list-style-type: none"> <li>• Barbed wire or similar must not be brought on the Allotment Plot or Allotment Site.</li> </ul>
	<b>3.4</b>	<b>Beekeeping</b>
		<ul style="list-style-type: none"> <li>• No bees to be kept on the Allotment Plot unless prior written approval is given from the Council.</li> </ul>
	<b>3.5</b>	<b>Bonfires/Incinerators</b>
		<ul style="list-style-type: none"> <li>• The Tenant shall take into consideration local householders and whether they have left windows open, etc. Smoke from a bonfire may be a nuisance to neighbours by interfering with the use of enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act 1990. Tenants who light a fire within 50ft (15.24m) of the center of a highway maybe guilty of an offence under the Highways Act 1980.</li> <li>• Bonfires should be after 7pm during the Summer months and 4pm in the Winter months.</li> <li>• Bonfires must be in a purpose-built galvanized incinerator and supervised at all times.</li> <li>• No household rubbish, rubber, plastic (inc. bottles and bags), foam, tyres or oils should be burnt.</li> <li>• Incinerators must not be positioned within four feet of any fencing, hedging, sheds or other buildings or within two feet of a pathway.</li> <li>• Any tenant found to have caused damage with an incinerator shall be liable for the full costs of repair or replacement.</li> <li>• Only dry material should be burnt and wherever possible composting and /or shredding should be used in preference to burning.</li> </ul>

		<ul style="list-style-type: none"> <li>Any tenant found to be causing a smoke nuisance by the Environmental Health Department may have their Allotment Tenancy terminated</li> </ul>
	<b>3.6</b>	<b>Buildings</b>
		<ul style="list-style-type: none"> <li><b>Not to put up any Buildings within the Allotment Plot except for storage or composting or for a purpose relevant to Allotment Plot Activities. All buildings will require prior written consent from the Council.</b></li> <li>Sheds and greenhouses should not have a floor area exceeding 4.5sq m. (8 x 6ft)</li> <li>The floor area of a Polytunnel should be the lessor of 32sq m, or one quarter of the area of a rented plot. (6 x 5 m)</li> <li>No concrete bases are permitted under any circumstances.</li> <li>Buildings must be erected on the Allotment Plot and must be at least <b>two feet</b> from any fence, path or track.</li> <li>Any Buildings must be well constructed and maintained</li> <li>Any buildings put up on the allotment plot must be removed by the tenancy termination date.</li> </ul> <p><b>Chicken coops should not exceed a floor area of 1sqm and the chicken run must not exceed a floor area of 10sqm.</b></p>
	<b>3.7</b>	<b>Change of address or other details.</b>
		<ul style="list-style-type: none"> <li>The Tenant must inform the Council immediately of any change of address/contact telephone number.</li> <li>The Tenant should advise the Council of their email address.</li> </ul>
	<b>3.8</b>	<b>Chemicals</b>
		<ul style="list-style-type: none"> <li>Chemicals must only be used and stored in accordance to the manufacturer's instructions in compliance with Department of Food and Rural Affairs.</li> <li>The Tenant shall not take onto the allotment or 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</li> <li>The Tenant shall where possible avoid the use of chemicals for the control of weeds, insects and slugs. If you do use them, you shall use them strictly in accordance with the manufacturer's instructions.</li> <li>Utmost care must be taken to ensure such chemicals do not drift outside the plot.</li> <li>All chemicals should be disposed of correctly.</li> </ul>
	<b>3.9</b>	<b>Children</b>
		<ul style="list-style-type: none"> <li>Children on site should not cause a nuisance or annoyance to Tenants, adjoining landowners or to the occupiers of neighbouring houses.</li> <li>To ensure children are supervised at all times, ball games are not allowed at any time.</li> <li>NO children are allowed on the Allotment site unattended at any time.</li> </ul>
	<b>3.10</b>	<b>Cultivation</b>
		<ul style="list-style-type: none"> <li>A new tenant will cultivate the allotment, to an agreed acceptable standard, 25% within the first 3 months, 50% within 6 months and 100% within the first year of tenancy.</li> <li>Not to obstruct or reduce any path set out by the Council for the use of the occupiers of the allotment.</li> <li>To keep the Allotment Plot clean, cultivated and fertile, maintaining it in a good tidy condition.</li> </ul>

		<ul style="list-style-type: none"> <li>• 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.</li> <li>• If the allotment is persistently uncultivated, following letters (1<sup>st</sup> letter with 4 weeks to respond, 2<sup>nd</sup> letter with 2 weeks to respond) from the Council, the Council has the right to evict the tenant following an eviction notice in writing (see 4.2).</li> </ul>
	<b>3.11</b>	<b>Disputes</b>
		<ul style="list-style-type: none"> <li>• In the case of a dispute between Tenants of any Allotment plot on the Allotment Site, adjoining landowners or the occupants/s of any nearby houses the matter will be referred to the Council, for further enquiry and the resolution. The Council's resolution shall be final.</li> </ul>
	<b>3.12</b>	<b>Deposit</b>
		<ul style="list-style-type: none"> <li>• All New Tenants will be charged a £50 deposit per allotment refundable on termination of the Tenancy Agreement subject to the plot being handed back to the Town Council in a clean, tidy and weed free condition.</li> </ul>
	<b>3.13</b>	<b>Dogs</b>
		<ul style="list-style-type: none"> <li>• Dogs are not permitted on the Allotment Site except for an assistance dog (must be kept under control at all times).</li> </ul>
	<b>3.14</b>	<b>Duty of Care</b>
		<ul style="list-style-type: none"> <li>• The Tenant has a duty of care to others, including visitors and trespassers even when not on site.</li> <li>• 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.</li> <li>• Tenants to ensure all tools are stored safely.</li> <li>• The Council accepts no responsibility for loss or damage to such items nor any resulting injury however caused.</li> <li>• Not to leave any hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.</li> <li>• 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.</li> </ul>
	<b>3.15</b>	<b>Hedges, fences, paths and gates</b>
		<ul style="list-style-type: none"> <li>• To ensure the paths bordering your Allotment plot are kept clean by cutting the grass and keeping them free of weeds and trip hazards</li> <li>• Allotment Plot paths must remain at the minimum of 60cms.</li> <li>• If the allotment extends into an area that but for extension would have been a shared path then you shall re-create the path if required by the Council.</li> <li>• Main tracks to be minimum of 3 metres</li> <li>• Boundary lines between boundary fence and plot to be 1 meter clear</li> <li>• Boundary fences are to be clear of weeds, stinging nettles and climbers</li> <li>• Not to 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.</li> <li>• Not to put up any fence, gate or hedge within the site unless authorised by the Council.</li> </ul>
	<b>3.16</b>	<b>Fruit Cages/Raised Beds</b>
		<ul style="list-style-type: none"> <li>• 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 not cast shade on adjoining Allotment Plots. No concrete footings are permitted</li> </ul>

		<ul style="list-style-type: none"> <li>All fruit cages and raised beds must be removed by the tenant on the termination of Tenancy Agreement.</li> </ul>
	<b>3.17</b>	<b>Livestock</b>
		<ul style="list-style-type: none"> <li>No Animals to be kept on the Allotment Plot unless prior written approval is given from the Council.</li> <li>A 24-hour contact number must be provided to the Council for the use only in the event of an escape, or an animal in distress.</li> <li>Should vermin be attributed to your livestock you will be responsible for any pest control costs incurred by Council.</li> </ul>
	<b>3.18</b>	<b>Notices</b>
		<ul style="list-style-type: none"> <li>Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by posting to his or her last known address by first class post or by email or by fixing the same to the Allotment Plot as recorded in this agreement in the conspicuous manner.</li> </ul>
	<b>3.19</b>	<b>Nuisance</b>
		<ul style="list-style-type: none"> <li>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 to the police for further action.</li> <li>Not to cause any nuisance or annoyance to the occupier of any other Allotment Plot, adjoining landowners or the occupiers of nearby houses</li> <li>Not to 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.</li> <li>Not to obstruct or reduce the width of any path between the Allotment Plots, or block or obstruct the main track on the Allotment Site</li> </ul>
	<b>3.20</b>	<b>Plot Marker</b>
		<ul style="list-style-type: none"> <li>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 your plot number see your Tenancy Agreement.</li> </ul>
	<b>3.21</b>	<b>Ponds/water storage</b>
		<ul style="list-style-type: none"> <li>The Council must be notified of the location of any ponds.</li> <li>To ensure that all ponds/water storage are clearly visible.</li> <li>Risk assessments may be carried out by the Council.</li> <li>To be filled only by rain water.</li> </ul>
	<b>3.22</b>	<b>Power to inspect</b>
		<ul style="list-style-type: none"> <li>The Council or its appointed Allotment Officer and or Warden is entitled to inspect any Allotment Plot.</li> </ul>
	<b>3.23</b>	<b>Rent</b>
		<ul style="list-style-type: none"> <li>If the Tenant does not pay the rent on time the Council will end the tenancy in accordance with paragraph 4.2 in the Rules for Allotment Tenants.</li> </ul>
	<b>3.24</b>	<b>Restriction on admittance to Allotment Plot</b>
		<ul style="list-style-type: none"> <li>The Council has the right to refuse admittance to any person other than the Tenant to the Allotment Plot or to the Allotment Site.</li> </ul>
	<b>3.25</b>	<b>Security</b>

		<ul style="list-style-type: none"> <li>• Each Tenant must ensure that the gate is closed behind them and that the combination code is scrambled.</li> <li>• Only the tenant, or a person authorised or accompanied by the tenant is allowed on site.</li> <li>• The Tenant shall not give copies of any key or combination lock code issued by the Council to anyone.</li> </ul>
	<b>3.26</b>	<b>Special Conditions</b>
		<ul style="list-style-type: none"> <li>• Not to take or carry away, or sell any mineral, gravel, clay or sand from the Allotment Site.</li> <li>• To observe and undertake any other special condition/s which the Council considers necessary to preserve the Allotment Plot or Allotment Site from deterioration.</li> <li>• To advise Council of any damage to fences, water equipment, such as pipes, toilets or to any other aspect of the Allotment Site as soon possible.</li> </ul>
	<b>3.27</b>	<b>Toilet</b>
		<ul style="list-style-type: none"> <li>• It is the Tenants' responsibility to ensure the toilets remain clean and tidy.</li> </ul>
	<b>3.28</b>	<b>Traps</b>
		<ul style="list-style-type: none"> <li>• No tenant may set traps.</li> </ul>
	<b>3.29</b>	<b>Trees/Fruit Trees</b>
		<ul style="list-style-type: none"> <li>• Not to cut, prune, lop or interfere with any trees on the Allotment Plot other than the Tenant's own trees without the prior written approval of the Council.</li> <li>• Not to plant any trees or bushes other than fruit trees or bushes, which will be subject to removal upon termination of Tenancy.</li> <li>• The Tenant shall not allow self-seeded trees to grow on the allotment (especially any growing through a perimeter fence).</li> <li>• Fruit Trees/Bushes must be planted away from paths and to ensure they do not shade or allow roots to grow under neighbouring plots.</li> <li>• Fruit trees are the only permitted tree to be planted on an allotment. 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.</li> </ul>
	<b>3.30</b>	<b>Use of Land</b>
		<ul style="list-style-type: none"> <li>• To use the land as an Allotment Plot as per the Allotments Acts 1908 – 1950.</li> <li>• The Tenant are 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 your keeping of livestock on the allotment.</li> <li>• Not to use the Allotment Plot for any illegal, immoral or criminal activity or purpose.</li> <li>• 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.</li> <li>• 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.</li> <li>• No overnight stays or use of any Buildings for residential accommodation is permitted</li> <li>• Not to bring on to the Allotment Plot or store any items other than for horticultural use.</li> <li>• No permanent children's play equipment is to be kept on the Allotment Plot.</li> <li>• Construction materials, paving and timber for infrastructure work brought onto the allotment for use upon the allotment must be used within 6 months.</li> </ul>

		<ul style="list-style-type: none"> <li>• Not to erect any notices, advertisements or Flags without the permission from the Council.</li> </ul>
	<b>3.31</b>	<b>Vermin</b>
		<ul style="list-style-type: none"> <li>• The Tenant should notify the Council of any vermin observed on the Allotment Site. NB Bait and Traps can only be set by authorised Pest Controller employed by Andover Town Council.</li> </ul>
	<b>3.32</b>	<b>Vehicles</b>
		<ul style="list-style-type: none"> <li>• 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.</li> <li>• Strictly NO overnight parking</li> </ul>
	<b>3.33</b>	<b>Waste</b>
		<ul style="list-style-type: none"> <li>• No non-compostable material is to be kept on the allotment or on the site.</li> <li>• No garden waste, any other material or other waste is to be placed against any fence, hedge or gate</li> <li>• Only plant waste may be composted on the Allotment Plots.</li> <li>• Composting is only allowed on the Allotment Plot and must be properly maintained to the satisfaction of the Council.</li> <li>• All other waste material must be removed from the Allotment Plot and disposed of in an appropriate manner.</li> <li>• No cooked food waste is to be brought on to the Allotment Plot.</li> <li>• The Tenant shall not bring onto the allotment any rubbish from external sources.</li> </ul>
	<b>3.34</b>	<b>Water</b>
		<ul style="list-style-type: none"> <li>• Use of sprinklers is permitted provided that the tenant is present on the Allotment Plot and that other Tenant's access to the water supply is not unduly restricted.</li> <li>• Any Tenant who observes an active sprinkler, where there is no visible evidence of the Tenant should turn the water off at the relevant tap.</li> <li>• In event of drought or other emergency all Government restrictions will be observed.</li> <li>• The water tap to be turned off immediately after use.</li> <li>• The water is to only be used for any purpose of watering plants on the Allotment Plot.</li> <li>• Damaged or leaking taps must be reported to the Council as soon as reasonably possible.</li> <li>• The water supply is switched off during the winter months (November – March)</li> <li>• If a severe frost is forecast the Council reserve the right to extend this period.</li> </ul>
<b>4.</b>	<b>Termination of Tenancy Agreement</b>	
	<p>The tenancy will terminate immediately:</p> <ul style="list-style-type: none"> <li>• If the Tenant dies</li> <li>• If the Tenant transfer or attempt to transfer the tenancy to someone else.</li> <li>• If the Tenant permit someone else to use the allotment for their own use (without written consent from the Council)</li> </ul> <p>On termination of the Tenancy the Tenant will clear the plot of all fixtures and fittings belonging to the Tenant unless agreed in writing with the Council not to do so, failure to comply will result in the loss of allotment deposit monies and/or charge for the Tenant for the clearance of the plot.</p>	

<b>4.1</b>		<b>Termination by Tenant</b>
		<ul style="list-style-type: none"> <li>• Termination of Tenancy Agreement must be given in writing to the Council quoting Plot No and Site. Stating the date in which you wish the Tenancy Agreement to cease.</li> <li>• The plot must be left in a clean and tidy condition and clear of any debris and rubbish.</li> <li>• On receipt of termination of the tenancy the Council will inspect the plot</li> <li>• The Council reserves the right to retain the deposit and/or charge the terminating tenant for clearance of the plot.</li> </ul>
<b>4.2</b>		<b>Termination by the Council</b>
		<ul style="list-style-type: none"> <li>• The Council may end the Tenancy if the rent is in arrears for 40 days or more.</li> <li>• The Tenancy may be ended by the Council after 1 month if the Council gives you notice in writing <ul style="list-style-type: none"> <li>I) The Tenant have not complied with these Rules &amp; Regulations within 3 months</li> <li>II) 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.</li> <li>III) If that at the end of 30 days written notice given to The Tenant by the Council requiring you put the allotment into a good state of cultivation, unless there are mitigating circumstances such as illness as to why you have been unable to do so.</li> <li>IV) The tenancy will also end on a no fault basis at the end of not less than 12 months 'written notice given to you by the Council expiring at any time between the 29<sup>th</sup> September and the following 6<sup>th</sup> April in any year.</li> <li>V) 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 or building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.</li> <li>VI) If tenant continues to leave a plot uncultivated (see 3.10).</li> </ul> </li> </ul>