

# **BASINGSTOKE AND DEANE BOROUGH COUNCIL** **RULES FOR ALLOTMENT HOLDERS**

## **New Tenants**

A new tenant will be allowed three months to fully cultivate the plot.



## **General Conditions for Cultivation of Allotment Gardens**

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

1. The tenant shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
2. The tenant shall provide and keep displayed in a prominent position the number of the plot. The last tenant to leave the Site shall ensure the gate(s) is locked.
3. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or in any way obstruct or reduce the width of any path set out by the Council for the use of the occupiers of the allotment gardens.

The tenant shall not bring onto the allotment site to store or place any item(s) other than for a horticulture use on the allotment. Also no tenant should bring onto the allotment a carpet to use as a weed suppressant.

4. The tenant 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. (Note: The tenant shall not transfer the tenancy to another person without the Council's consent.)
5. The tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
6. The tenant shall keep every hedge that forms part of the allotment garden properly cut and trimmed and keep all ditches properly cleansed. No garden waste or any other material is to be placed against any fence, hedge or gate.
7. The tenant shall maintain and keep in repair any fences and any gates on the allotment garden but not boundary fences and gates.
8. The tenant shall not, without the written consent of the Council, erect any building on the allotment garden, provided that the consent shall not be refused under this subparagraph to the erection of any building reasonably necessary for the purpose of keeping poultry or rabbits. Applications for the erections of buildings on allotment gardens must be made in writing to the Director of Community Services, buildings in excess of 6' x 6', maximum of 7' 6" in height, are not normally allowed.

The tenant shall provide and apply an approved wood preserver to the allotment sheds, which are provided by Basingstoke Council for individual plots.

If a tenant fails to carry out this requirement Basingstoke Council reserve the right to carry out this function and shall pass any cost incurred to the tenant.

If permitted by the Council to erect a building on an allotment garden, the tenant shall adhere to the Council's Specification, unless written consent to the contrary is granted by the Council, and the tenant shall maintain it in good repair at all times. Any building so erected must be removed before the date upon which the tenancy is terminated.

9. The tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
10. The tenant shall, as regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.
11. The tenant shall observe and perform any other special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice to applicants for the allotment garden is given in accordance with the rules, provided that no special condition made under this paragraph shall have the effect of prohibiting or restricting the keeping of poultry or rabbits.
12. The tenant shall from time to time when reasonably necessary or when required by the council, cut the grass on the partition strips between any adjoining allotment paths or alongside any land, fence, hedge, path or roadway abutting on to the allotment, and shall not place thereon any waste vegetable or other refuse or debris.
13. The tenant shall not enter upon, take or remove any plants or crops from any other allotment garden without the tenant's permission.
14. The tenant shall not permit any dog to enter on any allotment gardens belonging to the council unless under control on a lead.
15. The tenant shall not interfere in any way with or connect a hosepipe to the water supply.
16. Where, in the opinion of the Council, a tenanted allotment plot appears to be uncultivated, the Council reserves the right to cut down all weed growth using the Council's own resources.
17. Where toilets are provided by Basingstoke Council responsibility for cleaning them falls on the tenants of the allotment site.

## **Payment of Rent**

The rent of an allotment garden shall be paid

1. where the yearly rent exceeds £1.25 – quarterly in advance
2. in all other cases yearly in advance on the 30<sup>th</sup> day of September in each year (in order to save administrative costs, all tenants are requested to pay the rent yearly in advance)



## **Power to inspect allotment gardens**

Any member or Officer of the Council shall be entitled at anytime when directed by the Council to enter and inspect an allotment garden.

Any member of the allotment committee approved by Basingstoke Council shall be entitled to inspect any allotment garden.

## **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 death of the tenant, and shall also terminate whenever the tenancy or right or occupation of the council terminates.

1. If the rent is in arrears for not less than 40 days.
2. IF the tenant is not duly observing the rules affecting the allotment garden, or any other term or condition of the tenancy, or if the tenant becomes bankrupt or compounds with his/her creditworthy.
3. Where a plot is completely uncultivated.
4. Where half or less than half of a plot is cultivated
5. Where a plot is more than half but not fully cultivated, a warning letter will be sent, followed by a re-inspection to ensure that full cultivation is taking place and if no improvement ensues, the tenancy will be terminated.

The tenancy may also be terminated by the Council or by the tenant by 12 months notice in writing, expiring on or before the 6<sup>th</sup> day of April on or after the 29<sup>th</sup> of September in any year.

Any notice may be served on a tenant either personally or by leaving it at the tenants last Known place of abode, or by recorded delivery addressed to the tenant, or by fixing the same in some conspicuous manner on the allotment garden.

The tenant shall, in the event of any change of residence, inform the Head of Leisure Services of the new address within 14 days of such change.

