

# Schedule 1

## Basingstoke and Deane Borough Council

### Rules for Allotment Plot Tenants

#### 1. **New Tenants**

2. A new Tenant will cultivate the Allotment Plot to an agreed acceptable standard within the first three months (or any other time as agreed between the Council and the Tenant) of tenancy and thereafter will comply with these Rules of the Allotment Site.

Due to the high demand for Allotment Plots only one Allotment Plot per household is permitted for each new Tenant.

#### **Definitions**

- 2.1 **Allotment Plot/s** – A plot of land that is let by the Grounds Maintenance Projects Officer for recreational gardening and the good husbandry of Permitted Livestock.
- 2.2 **Allotment Site** – 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 Plot.
- 2.4 **Buildings** – that are considered acceptable are sheds, greenhouses, polytunnels and fruit frames or cages. Sheds should not exceed 7ft 6” (2.29m) in height and should have a floor area not exceeding 36 sq.ft (3.4sq.m). This would permit up to 6ft x 6ft (1.83m x 1.83m) or 7ft x 5ft (2.14m x 1.52m). The shed may be used for Allotment Plot storage use only. Greenhouses should not exceed 50 sq.ft (4.65sq.m) in area - 8ft (2.44m) x 6ft (1.83m). Polytunnels should not exceed 150 sq.ft in area - (19sq.m) 10ft (05m) x 15ft (4.57m). **Larger size** buildings will not normally be permitted and any larger size building will need to have written supporting evidence to justify a variation (also refer to 3.6 and 3.13 in the Rules below). The Council’s decision on whether or not any larger size building is allowed on any Allotment Plot shall be final. No concrete bases are permitted.
- 2.5 **Council** - Basingstoke and Deane Borough Council.
- 2.6 **Cultivated** - the Allotment Plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
- 2.7 **Permitted Livestock** – Hens, ducks and bees are the only Permitted Livestock on Council owned or field-managed Allotment Plots. (Other Livestock may be permitted by the Council provided written consent has been given by the Council. The Council’s decision as to any application to keep other livestock on an Allotment Plot shall be final.
- 2.8 **Regional Representative** - volunteers who form an Allotment Plot committee. They act in the interests of and on behalf of all Tenants for all matters relating to all Allotment Plots, their upkeep and development.
- 2.9 **Rent Charges** – Your rent may increase on 1 April each year.
- 2.10 **Ground Maintenance Projects Officer** – The nominated member of staff from the Council responsible for the management of the Allotment Site on behalf of the Council
- 2.11 **Tenancy Agreement** - A legally binding written document which records the terms and conditions of letting a particular Allotment Plot to an individual Tenant.
- 2.12 **Tenant** – a person who holds an agreement for the tenancy of the Allotment Plot.
- 2.13 **Term** – the period of occupancy stated on your Tenancy Agreement.
- 2.14 **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. (**Note:** Weed growth including long grass can result in unwanted seed dispersal onto other allotment plots.)

#### 3. **General conditions for the cultivation of the Allotment Plot**

By signing the Tenancy Agreement the Tenant of the Allotment Plot agrees to observe all the rules and conditions below (the Rules). Failure to abide by the Rules will result in termination of the Tenancy Agreement.

### 3.1 **Annual Rent and Tenancy Agreement**

- To pay the Annual Rent for an Allotment Plot in full in one annual payment, within 30 days of receipt of an invoice from the Council in accordance with the Tenancy Agreement.
- Refunds of Annual Rent will not be offered under any circumstances.
- The Rent Charges may increase on 1 April each year.
- To return the signed Tenancy Agreement to the Council in accordance with the Tenancy Agreement. Occupancy of the Allotment Plot will only be permitted and any keys made available to the Tenant following receipt by the Council of the signed Tenancy Agreement.

### 3.2 **Alienation**

- Not to underlet, 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.

### 3.3 **Barbed Wire**

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

### 3.4 **Beekeeping**

- No bees to be kept on the Allotment Plot unless prior written approval is given from the Council. Any Tenant wishing to keep bees must first contact the Council to obtain a copy of the 'Beekeeping Rules' before proceeding. The Council's decision as to whether or not to permit any application for beekeeping on any Allotment Plot shall be final.

### 3.5 **Bonfires**

- No open fires - only use a purpose built galvanised incinerator and lid with central flu attached
- Not burn waste on a windy or breezy day.
- Avoid smoke drift onto other Tenants' plots and neighbourhood properties especially when people are out enjoying their environment.
- Avoid burning waste when neighbouring residents have washing hanging out to dry or when neighbouring property windows are open.
- Ideally burn waste two hours before dusk.
- Only burn dry waste (no damp or green material).
- Never to leave a fire unattended, and to take all reasonable care for the safety of those on the Allotment Site.
- Never bring material from off-site to burn e.g. no waste from home.
- Ensure any fire is fully extinguished and made safe prior to leaving the Allotment Plot.

### 3.6 **Buildings**

- Not to put up any Buildings within the Allotment Plot except for composting, keeping of poultry or for a purpose relevant to Allotment Plot activities. Larger Buildings will require prior written consent from the Council.
- Any Buildings must be well constructed and maintained, in accordance with any relevant British Standard.
- Any wood Building must be coated with an approved wood preserver and must not inconvenience other allotment plot users, adjoining landowners or the occupiers of nearby houses.
- Any Buildings put up on the Allotment Plot must be removed by the tenancy termination date.
- Any Building shall be erected at least **two feet** from any fence, path or track.
- It is recommended that any Building is securely locked. The Council is not responsible or liable for the Building or the contents for fire, theft or any other

damage. It is recommended that Tenants do not store high value machinery and equipment on Allotment Plot.

**3.7 Change of address or other details**

- The Tenant must inform the Council immediately of any change of address or other details.

**3.8 Children**

- Not to allow children accompanying either the Tenant or a member of the Tenant's family to cause a nuisance or annoyance to the Tenants of any other Allotment Plots on the Allotment Site, to adjoining landowners or to the occupiers of nearby houses.
- To ensure children are supervised at all times.

**3.9 Cultivation**

- To keep the Allotment Plot clean, Cultivated and fertile, maintaining it in a good tidy condition.
- 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 Dispute between Tenants, adjoining landowners or with the occupiers of nearby houses**

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

**3.11 Dogs**

- Dogs are not permitted on the Allotment Site unless they are on a short lead. Any alternative arrangement will need prior approval from the Council. Tenants must ensure no damage is caused by any dog to the Allotment Site or to neighbouring land or property. No dogs may be kept on any Allotment Plot.

**3.12 Edges, fences, paths and gates**

- Not to put up any fence, gate or hedge within the Allotment Plot unless with prior written consent of the Council.
- Where a plot immediately abuts a boundary shared with Council property it is the Tenants responsibility to maintain the boundary for example a hedge. If in doubt consult the Ground Maintenance Projects Officer.
- To ensure the paths bordering your Allotment Plot are kept clean by cutting the grass and keeping them free from weeds and free from obstruction.
- Ensure each hedge that forms part of the Allotment Plot is properly cut and trimmed and keep all ditches clear.
- Not to obstruct or reduce any path set out by the Council for the use of the occupiers of the Allotment Plot.

**3.13 Fruit cages**

- 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.
- All fruit cages must be removed by the tenancy termination date.

**3.14 Nuisance**

- Abusive, aggressive, threatening or confrontational behaviour towards the Council's representatives, Regional or Site Representatives or any adjoining owners or occupiers of the Allotment Plots or any neighbouring land or property 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.

- Not to cause any nuisance or annoyance to the occupier of any other Allotment Plot, adjoining landowners or the occupiers of nearby houses.
- Not to enter, take or remove any plants or crops from other Allotment Plots without that Tenant's permission.
- Not to obstruct or reduce the width of any path between the Allotment Plots, or block or obstruct the main track on the Allotment Plot.
- No cockerels are permitted on the Allotment Plot.

### 3.15 **Permitted Livestock**

- No livestock other than Permitted Livestock may be kept on the Allotment Plot.
- Permitted Livestock may only be kept on an area of the Allotment Plot not exceeding one third of that Plot's area. The Council may provide prior written approval for a larger area within an Allotment Plot to be used for the keeping of Permitted Livestock
- The Grounds Maintenance Projects Officer reserves the right to withdraw permission to keep Permitted Livestock if relevant welfare guidelines (local and national) are not followed or the rest of the Allotment Plot is not considered to be Cultivated.
- The Council's decision as to any application to keep other livestock on an Allotment Plot shall be final

### 3.16 **Pest Control**

- Tenants are responsible for preventing their Allotment Plot from any infestation of any rodents in compost bins or underneath or in any structures. If a rodent infestation has been caused or is being facilitated by the actions of the Tenant then the Council will request that the Tenant uses an approved pest control contractor at the Tenant's cost. The Tenant will also be responsible for wasp control on their Allotment Plot using an approved pest control contractor.

### 3.17 **Plot marker**

- Tenants must ensure their Allotment Plot is numbered and must keep the Allotment 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.

### 3.18 **Power to inspect**

- The Council or its appointed officer and any Regional or Site Representative is entitled to inspect any Allotment Plot.

### 3.19 **Restriction on admittance to Allotment Plot**

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

### 3.20 **Security**

- Each Tenant must ensure that the gate to the Allotment Site is secured by locking after entering and when leaving.

### 3.21 **Site Keys**

- One Allotment Site key will be issued to the Tenant at the beginning of the Tenancy Agreement. It is the Tenant's responsibility to keep the key safe and to return it on termination of the Tenancy Agreement.
- If the Tenant requires a replacement key for any reason contact the Grounds Maintenance Projects Officer. The Tenant will have to pay the current charge to the Council before a new key is issued.

### 3.22 **Special conditions**

- Not to take or carry away, or sell any mineral, gravel, clay or sand from the Allotment Plot.
- To observe and undertake any other special condition/s which the Council considers necessary to preserve the Allotment Plot or the Allotment Site from deterioration.
- To advise Council of any damage to fences, water equipment, such as troughs, pipes, toilets or to any other aspect of the Allotment Site as soon possible.

### 3.23 **Termination**

- The Allotment Plot must be left in a clean and tidy condition and clear of any Buildings, debris and rubbish at the termination of the tenancy. Failure to adhere to this rule may result in the Council arranging for the Allotment Plot to be cleared and the cost of doing so shall be a debt due by the Tenant. Or the Council may at their discretion carry out works at a reduced/no charge fee. The Council may at their sole discretion agree an extended period at the end of the tenancy for the Tenant to comply with the obligations under this clause

3.24 **Toilet**

- It is the Tenants' responsibility to clean any toilet on the Allotment Site.

3.25 **Traps and snares**

- Not to set traps without prior written approval of the Grounds Maintenance projects Officer.

3.26 **Trees**

- Not to cut, 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.
- Not to plant any trees or bushes other than fruit trees or fruit bushes. These must be planted away from paths to ensure they do not shade or allow roots to grow under neighbouring plots.

3.27 **Use of land**

- To use the land as an Allotment Plot in line with the terms of the Allotments Acts 1908 - 1950 and for no other purpose. You must observe and comply fully with all acts, statutory instruments, local parochial or other bye laws, orders or regulations affecting the Allotment Plot.
- Not to use the Allotment Plot for any illegal, immoral or criminal activity or purpose.
- 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.
- No overnight stays or use of any Buildings for residential accommodation is permitted.
- Not to bring on to the Allotment Plot or store any items other than for horticultural use. This includes a prohibition on carpet, underlay and tyres for any use.
- No permanent children's play equipment is to be kept on the Allotment Plot without prior written approval by the Council.
- No household baths are to be kept on the Allotment Plot without prior written approval by the council – only in exceptional circumstances will approval be given.

3.28 **Vehicles**

- 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.

3.29 **Waste**

- No garden waste, any other material or other waste is to be placed against any fence, hedge or gate.
- Only allotment plant waste may be composted on Allotment Plots. As there is no facility to dump other waste on any part of the Allotment Site for composting, each Tenant must ensure it is removed to an appropriate facility.
- Composting is only allowed on the Allotment Plot and must be properly maintained to the satisfaction of the Council.
- All other waste material must be removed from the Allotment Plot and disposed of in an appropriate manner.
- No vehicular tyres to be kept on the Allotment Plot or Allotment Site – tyres are hazardous waste containing toxins.
- No cooked food waste is to be brought on to the Allotment Plot.

3.30 **Water**

- Not to interfere in any way with, or connect a hosepipe to, the water or waste water supply on any Allotment Site.
- Pumping water from water tanks either manually or electrically powered is not permitted.
- Not to clean equipment, hand tools or root crops in the water troughs.
- To keep the area around the water troughs clear of any materials or waste.
- Any containers brought on to the Allotment Plot to store water (other than manufactured water butts) will need prior written approval from the Council.
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The personal information you provide will be used for allotment tenancy purposes. It is necessary for you to provide this information to us so that we can process your application/provide the service you have requested.

- We may share your information with other teams within the council in order to provide a service to you, to ensure our records are kept up to date or otherwise where we are required to do so
- We may share your information with Allotment Representatives and Basingstoke Allotment and Leisure Gardeners Association for the purpose of specific site related allotment matters.
- We will not disclose any information to other organisations unless we are required by law to do so or to prevent fraud
- Your personal details will only be held as long as is needed for this purpose and in accordance with our retention policy

For further details on how your information is used; how we maintain the security of your information and your rights, including how to access information we hold on you and how to complain if you have any concerns about how your personal details are processed, please visit [www.basingstoke.gov.uk](http://www.basingstoke.gov.uk) or email [dpo@basingstoke.gov.uk](mailto:dpo@basingstoke.gov.uk)