



OLD BASING & LYCHPIT PARISH COUNCIL



ALLOTMENT RULES

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Rules revised 2020

Old Basing & Lychpit Allotment Rules

1 Assignment / Sub-letting

- 1.1 The tenancy of an Allotment is personal to the Tenant named in the agreement.
- 1.2 The Tenant may not assign, sublet or part with possession or control of all or any part of their Allotment.
- 1.3 The Tenant should start work on the Allotment within 2 months of signing the Tenancy Agreement. If an unexpected change in circumstances prevents work starting within 2 months, the Tenant should inform the Parish Office at the earliest opportunity and agree a later date for starting work on the Allotment. In the event of the Allotment not being sufficiently cultivated after 2 months of signing the Tenancy Agreement, the Council will issue a non-cultivation notice, giving the Tenant one month to comply and cultivate. If the Tenant does not comply by the end of this notice period, the Council will serve a one month Termination Notice (as per point 22.3 c)).

2 Cultivation and weed control

- 2.1 The cultivated area is defined as the area that is cultivated for fruit, vegetable, herb or flower production. Cultivation requires the Tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area. Areas of lawn or meadow are not included within the cultivated area.
- 2.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as not cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds.

- 2.3 It is the Tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the Tenant will be sent a Weed Notice Letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a Notice of Termination will be sent.

3 Trees and invasive plants

- 3.1 All trees, bushes and hedging over the absolute height of 2.5 metres (or 8 feet) in height are in breach of Allotment rules and will lead to a notice and possible termination.
- 3.2 Tenants must not, without consent of a Council representative, cut or prune trees outside of their own Allotment or plant any trees which will exceed an absolute height of 2.5 metres (or 8 feet) and/or allow self-seeded trees to grow on their Allotment, including any that are growing through a perimeter fencing.
- 3.3 Fruit trees are permitted but will normally be included within the 25% of non-cultivated area. Where fruit trees are planted outside of the 25% non-cultivated area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 3.4 Tenants who have fruit trees that have grown above 2.5 metres will be served a notice instructing them to prune trees to an acceptable height. Where trees are not pruned back to an acceptable height then the Council reserves the right to prune back trees and charge the cost to the Tenant.
- 3.5 All fruit trees must be selected so as to avoid breaching the height rule, with trees being selected to grow to around 2 metres but no higher than the absolute height of 2.5 metres. Trees should be grown on dwarfing or semi dwarfing rootstocks and pruned so as not to exceed 2.5 metres in height.

- 3.6 The Council reserves the right to enter any plot, with or without the consent of the Tenant, to remove oversized trees and plants over 2.5 metres (or 8 feet) in height as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the Tenant then removal costs will be charged to the Tenant. Failure to pay for removal costs will result in tenancy termination.
- 3.7 Invasive plants such as bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. If the invasive plants are not removed by the Tenant then the tenancy will be terminated and plants removed at cost to the Tenant.

4 Hedges and ponds

- 4.1 Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a height of around 2 metres with an absolute maximum height of 2.5 metres (8 feet). Hedge sides shall be trimmed at least once per year so as not to obstruct pedestrian or vehicular access.
- 4.2 Where hedges abut a perimeter boundary, road or vehicular haulage way, the Council is responsible for maintaining the outside and top. The Council may remove overgrown hedges if they obstruct access via haulage ways.
- 4.3 Hedges should not be cut back during the bird nesting season, which runs from 1st March - 1st September.
- 4.4 Ponds are not permitted under any circumstances.
- 4.5 The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the Allotment space by an existing Tenant will be seen as unwanted waste and may result in a Tenant being put on notice.

5 Plot use and storage

- 5.1 Tenants must use their Allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity/Old Basing Allotment & Garden Society (“OBAGS”).) Tenants may not use their Allotment as a place of residence and/or sleep overnight.
- 5.2 The Allotment is rented to the Tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops.
- 5.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.
- 5.4 Any materials brought onto the plot must be kept within the confines of the Tenant’s own Allotment and be for use in Allotment gardening only and in such quantities as may reasonably be required for use in cultivation. Please notify the Parish Office in the case of a large delivery of organic material outside of the Tenant’s Allotment.
- 5.5 Construction materials, paving and timber for infrastructure work must be used within 12 months.
- 5.6 Quantities in excess of the above will be regarded as unacceptable and the Tenant ordered to remove them. Failure to do so will result in the materials being removed by the Council, the Tenant being charged with the cost and Notice of Termination given.

6 Water, Bonfires & Other Restrictions

- 6.1 Sprinklers are prohibited.
- 6.2 Tenants should assist in the conservation of water and exercise economy by:
 - Using a watering can when watering, wherever possible
 - Using hand-held hoses, which must not be left on unattended

- Not leaving hoses attached to taps when not in use, and not leave hoses on for long periods or unattended when in use
 - Complying with water restriction notices when imposed
 - Reporting any leaks to the Council as soon as possible.
- 6.3 Bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited and will lead to immediate termination and referral for prosecution.
- 6.4 All open fires between 1st April and 1st November must be contained within an incinerator barrel, however small contained fires will be permitted for barbequing.
- 6.5 Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and 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 of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.
- 6.6 Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- 6.7 All potentially toxic materials should be removed from the Allotment Site and disposed of in the relevant civic amenity site. Failure to remove said materials will lead to termination and recovery of removal costs.
- 6.8 The Council reserves the right to prohibit bonfires on a specific plot and/or group of plots.
- 6.9 Tenants may not remove any mineral, sand, gravel, earth or clay from the Allotment gardens without the written permission from the Council.

7 Waste materials and pollutants

- 7.1 Waste regulations apply to materials brought on Site by existing Tenants. It is the responsibility of the new Tenant to instruct the Council to take away waste left on Site within the first month of taking a plot. The new Tenant may also gather photographic evidence of any potential polluting materials on Site when they take on the plot.
- 7.2 Waste from external sources, including green waste, should not be deposited on the Allotment or any other part of the Site. Abuse will result in immediate tenancy termination and prosecution.
- 7.3 The bringing on Site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.
- 7.4 The bringing on Site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on Site of tyres, plastic or metal materials such as shelving, angle iron or bath tubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on Site will result in a Notice and possible termination.
- 7.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow concrete and brick footings will be allowed for a glass house.
- 7.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a Notice and possible termination.
- 7.7 All non-diseased vegetative matter shall be composted and used on the Tenant's Allotment. Diseased plants and perennial weeds can be burned in an incinerator.
- 7.8 The Council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.

- 7.9 In the event that a Tenant is put on Notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the Tenant does not clear such materials, then the Council reserves the right to clear such materials and reclaim costs from the Tenant.
- 7.10 If Tenants witness someone illegally fly tipping rubbish onto Allotment land they should immediately contact the Police.

8 Structures and fences

- 8.1 Prior permission must be sought from the Parish Office before installing any shed, greenhouse or other similar structure on an Allotment plot. Failure to obtain prior permission may result in the removal of the structure, at the cost of the Tenant.
- 8.2 Sheds and sided structures shall be included within the 25% area allowed for non-cultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 8.3 Sheds, greenhouses and other similar structures should only be used for the purposes of cultivation of the Allotment and, for the avoidance of doubt, the Tenant should not use the shed, greenhouse or any other structure for overnight accommodation.
- 8.4 The maximum size of a shed is 2.5 metres (8ft) long, 1.8 metres (6ft) wide and approximately 2 metres (6ft 7in) high.
- 8.5 The maximum size of a greenhouse is 2.5 metres (8ft), 1.8 metres (6ft) and approximately 2 metres (6ft 7in) high.
- 8.6 Any structure on the Allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the Council may remove it and charge the Tenant the full cost of removal and disposal.

- 8.7 Where a Tenant is given a plot with a structure then the Tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.
- 8.8 Any structures erected on the Allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 8.9 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.
- 8.10 All structures must be kept within the boundary of the Allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 8.11 Solid fences adjacent to neighbours plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height. Barbed wire may not be used on the Site.
- 8.12 All sheds, fences, plant supports and structures should not obstruct paths or cause undue shade to neighbouring Allotments.
- 8.13 It is an offence to attach or hang any materials to/on any Council fencing.

9 Paths & haulage ways

- 9.1 Paths within Allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).
- 9.2 A single main path no wider than 75cm, as well as narrow internal paths (being spurs from the main path and being no wider than 50cm) will also be included within the cultivated area.
- 9.3 Paths that exceed the dimensions stated above shall be included within the non-cultivated area.

- 9.4 Shared paths between two Allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining Tenant. Paths must be kept clear of obstructions at all times.
- 9.5 All paths should be wide enough for easy pedestrian access to neighbouring Tenants' plots.
- 9.6 Haulage ways must not be obstructed - or parked on - by vehicles. Haulage ways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block haulage ways may be barred from Allotment Sites.

10 Dogs, livestock and bees

- 10.1 Dogs must not be brought onto Allotments or any part of the Site unless they are assistance dogs. Assistance dogs must be kept within the Allotment plot and on a short lead, or otherwise restrained, at all times. Tenants who fail to keep assistance dogs on leads will receive a notice.
- 10.2 The burial of any pets or animals on any Allotment land is strictly forbidden and will result in termination.
- 10.3 The placing of beehives on an Allotment is forbidden. Beehives may only be placed within the designated bee keeping area.
- 10.4 Prior permission must be obtained from the Parish Council before placing a beehive within the designated bee keeping area. Contact the Parish Office for further details.
- 10.5 No animals or livestock (other than bees) may be kept overnight on Allotment land.

11 Rent / Damage Deposit

- 11.1 The Tenant must pay the invoiced rent within 30 days of the invoice date and may, if qualified, claim any special discounts the Council offers only at the time of invoicing.

- 11.2 The rent year runs from the 1st October to 30th September. If an Allotment is taken and paid for between 1st June and 30th September, the subsequent annual renewal will be waived.
- 11.3 All Tenants over the age of 60 will be eligible for a concessionary discount on submission of documented proof of date of birth. Concessionary evidence must be provided prior to October 1st to receive concession for the following year.
- 11.4 Rent may be increased at any time provided the Council takes reasonable steps to give at least three months notice by way of signs on notice boards and gates, or by newsletters etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.
- 11.5 The Tenant will pay a deposit of £75.00 at the time of signing the Tenancy Agreement, which will be retained by the Council until such time as the tenancy is terminated by either party. The Council reserves the right to retain all or part of this deposit to cover any costs incurred in clearing the vacated Allotment or restoring it to good order. If no costs are incurred, the full deposit will be refunded.

12 Observance of Rules

- 12.1 Tenants must observe and comply with current rules, regulations and policies, and those which the Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).
- 12.2 Rules will be posted online on the Parish Council website www.oldbasing.gov.uk and may be displayed either on notice boards, gates and/or sent with rent invoices/new Tenancy Agreements/newsletters. Failure to observe rules will lead to Tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of Allotment rules can lead to immediate termination of tenancy.

12.3 Tenants must comply with any reasonable or legitimate directions given by the Parish Council in relation to an Allotment or the Site.

13 Site safety, security and duty of care

13.1 Tenants must treat others with respect and understand all views are important even if they are not the same as their own. Tenants have a duty of care to everyone, including visitors, trespassers and themselves.

13.2 Tenants should respect individuals' rights to manage their plot and grow the produce they wish as long as it is within the rules of the Tenancy Agreement and Allotments Legislation.

13.3 Tenants should not cause or permit any nuisance or annoyance to the occupier of any other Allotment on the Site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action.

13.4 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition or disability.

13.5 Tenants must not use any form of violence on the Site, whether physical or verbal.

13.6 Tenants must not trespass or cause damage to other Tenants' Allotments or crops, or take another Tenant's crops without that Tenant's prior permission.

13.7 In the case of two Tenants having an unresolved dispute and no one party can be proven as being in breach of any Site rules then the Parish Council reserves the right to end the tenancy of both parties.

- 13.8 The Allotments and Site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 13.9 Any structure or any other item considered hazardous should be removed after instruction from a Council representative. Failure to do so will see the Council remove the structure or item with costs charged to the Tenant and may result in termination.
- 13.10 Storage of fire-arms or ammunition, alcohol, foodstuffs, fuels and hazardous materials is prohibited. Usage of fuels and hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your Allotment, then please inform the Parish Office.
- 13.11 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.
- 13.12 Unsafe working practices may result in plot termination and the Tenant shall be liable for any damage or injury caused by unsafe working practices.
- 13.13 Tenants may not bring, use or allow the use of barbed or razor wire on the Allotment.
- 13.14 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on an Allotment. Tenants are advised not to store any items of value on the Allotment, and to insure and mark any items kept at the Allotment. Tenants should report incidents of theft and vandalism to the Parish Council and the Police.
- 13.15 Tenants should not photograph or film other people on the Site without their prior permission.

14 Unauthorized persons

- 14.1 Only the Tenant, or a person authorised or accompanied by the Tenant, is allowed on the Site.
- 14.2 A Council representative or other authorised persons may order any unauthorised person on the Site in breach of these rules to leave immediately.
- 14.3 The Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches Allotment rules then the Tenant will be held equally responsible.
- 14.4 Allotments are not suitable for large private gatherings of 12 people or more. The playing of amplified music is forbidden.

15 Vehicles, tents and caravans

- 15.1 Motor vehicles may not be parked overnight or deposited on the Allotment. Caravans and live-in vehicles are not permitted on any Allotment land.
- 15.2 Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on Allotment land.

16 Plot numbering, plot splitting and notices

- 16.1 Tenants must keep Allotment number posts clean and legible to be visible from the haulage way or main access path.
- 16.2 In the case of large Allotment plots being split into two smaller Allotment plots, plots must be divided equally. The direction and line of the plot split must be agreed with the Council.
- 16.3 If the Council agrees or decides that an Allotment plot is suitable for dividing into two half plots then the Tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method.

16.4 Parish Council and OBAGS information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the Site except with the written consent of the Parish Office.

17 Change of address and notices

17.1 Tenants must immediately inform the Council, in writing, of changes of address or status.

17.2 Notices to be served by the Council on the Tenant may be:

- a) Sent to the Tenant's address in the Tenancy Agreement (or as notified to the Council under these rules) by post, registered letter, recorded delivery or hand delivered; or
- b) Served on the Tenant personally; or
- c) Placed on the plot.

17.3 Notices served under paragraph 17.2 will be treated as properly served even if not received.

17.4 Written information for the Council should either be sent by post to

**Old Basing & Lychpit Parish Council,
The Pavilion,
The Recreation Ground,
The Street,
Old Basing,
Hampshire
RG24 7DA**

or by email to deputy.clerk@oldbasing.gov.uk.

18 Application

18.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented Allotments.

19 Terms and interpretation

In these rules the words used are to have the following meaning:

- 19.1 Allotment: A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops.
- 19.2 The Council: Old Basing & Lychpit Parish Council.
- 19.3 Tenant: A person who holds an agreement for the tenancy of an Allotment.
- 19.4 Site: Any area of Allotments that are grouped together at one location
- 19.5 Rent: The annual rent payable for the tenancy of an Allotment.
- 19.6 Review notice: Any notice of reviewed rental charges.
- 19.7 Tenancy agreement: A legally binding written document which records the terms and conditions of letting, of a particular Allotment(s), to an individual Tenant or group.
- 19.8 Haulage way: A common route within the Site for vehicular and pedestrian access to Allotments.
- 19.9 Other authorised person: The Tenant, co-worker or invited guest.
- 19.10 Cultivation: Keeping the plot in good productive order by: the maintenance and improvement of soil and the control and prevention of flowering weeds.
- 19.11 Paths: Dividing paths between Allotments.

20 The Council's responsibilities

- 20.1 Administration
Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.

20.2 Repairs and Maintenance

Repairs to Site perimeter fences, gates and water infrastructure; maintenance of haulage ways; vacant plot management; hedges and tree management.

20.3 Rubbish clearance

To remove rubbish which has been fly-tipped

20.4 Liability

The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on an Allotment.

21 The complaints procedure

21.1 The Council aims to provide a high quality of Allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to the Parish Office.

22 Tenancy termination

The Council may terminate Allotment tenancies in any of the following ways:

22.1 By giving a minimum of 12 months written notice to quit, expiring at any time between 29 September to 6 April inclusive.

22.2 At any time after three calendar months written notice by the Council that the Allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult Tenants and arrange relocation and appropriate compensation.

22.3 By giving one month's written notice to quit if:

- a) The rent is in arrears for 40 days or more (whether formally demanded or not); or
- b) The Tenant becomes bankrupt or compound with his creditors; or
- c) The Tenant is in breach of any of these rules or of their tenancy agreement; or
- d) The Tenant becomes resident more than one mile out of the Parish for which the Allotment is provided. Should a Tenant leave the Parish of Old Basing & Lychpit, they will be given one years' notice to quit their Allotment.
- e) Automatically on the death of the named Tenant.

22.4 In the event of non payment of annual rent, the Council will issue a non-payment of rent notice, giving one month for the Tenant to pay. If the Tenant does not comply by the end of this notice period, the Council will serve a one month Termination Notice (see 22.3 a)).

23 Giving up your Allotment

In order to give up your Allotment, you are required to give the Parish Council one months' written notice. Please send written confirmation to the Parish Office, remembering to state your plot number. This notice can either be sent by post to

**Old Basing & Lychpit Parish Council,
The Pavilion,
The Recreation Ground,
The Street,
Old Basing,
Hampshire
RG24 7DA**

or by email to **deputy.clerk@oldbasing.gov.uk**.

Please ensure that you surrender your plot prior to the Parish Council's invoicing date to avoid being issued a bill for the following year. The best time to surrender your plot is August or early September.

Any notice given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by ordinary prepaid post or email to the Parish Council.