

# Odiham Parish Council

## **Rules for letting of allotment plots at Hook Road, North Warnborough subject to the Allotment Act 1908 – 1950 and rules and regulations endorsed in this document**

### **1. New Tenants**

All new tenants will undertake to cultivate the allotment plot to an agreed acceptable standard within the first six months of tenancy and thereafter will comply with the rules of the site.

#### **1.1 Tenants Association**

All tenants must join the North Warnborough Allotments Tenants Associations (NWATA). See section 6 for responsibilities of the tenants' association.

### **2. General Conditions for the Cultivation of the Allotment Site**

By signing the agreement, the tenant of an allotment plot agrees to observe all of the rules and perform all of the conditions set out below, including:

#### **2.1 Use of Land**

- To use the allotment plot as an allotment plot and for no other purposes.
- The tenant must use the allotment plot for his/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 shall be permitted.
- The tenant is not permitted to sub-let their plot.

#### **2.2 Rent**

- Subject to review yearly, the tenant shall pay an annual rent (£50 as of 01.04.22) for an allotment plot which shall be payable in full to Odiham Parish Council (OPC) by 1<sup>st</sup> April every year.
- Only 1 allotment garden can be rented per household.
- Refunds of rent will not be offered under any circumstances.
- The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment garden.

#### **2.3 Deposit**

##### **2.3.1 tenants from 2018 to July 2022**

- The tenant shall deposit the appropriate amount (£50 as of 2018) with OPC at the start of tenancy as a surety. This will be repaid less any deduction for work to clear the allotment plot on termination of the tenancy and any property of OPC shall be returned.
- The deposit will be retained if the plot is found to be uncultivated and/or has not been maintained to an acceptable standard as determined by the OPC. This is to fund the clearance of the plot ready for re-letting.

##### **2.3.2 – new tenants from August 2022 onwards**

- No deposit is required. New tenants shall accept plots as seen.

## **2.4 Security**

- A key will be used to gain entry to the allotment site.
- There will be a £10 key deposit charge and charge for any lost keys.
- All tenants are to ensure that the gate is locked on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure.
- Each tenant must not let non-tenant holders use the parking facilities.
- The allotment site will be accessible only during the hours from dawn to dusk.

## **2.5 Insurance**

- Each tenant is responsible for ensuring that they have cover for public liability and/or damages for persons in and around their plot.
- OPC will not be held responsible for any damage or loss of personal items.

## **2.6 Cultivation**

- To keep the allotment plot clean, and in a good state of cultivation and fertility and to maintain it in a good tidy condition.
- Definition of cultivated - the plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
- Definition of uncultivated - either fully or partially overgrown or unused, weed or grass is prevalent, little or no planting is present and insufficient effort has been made to keep the plot clear and tidy.
- To accept that if, in the opinion of OPC, a tenanted plot appears to be uncultivated, OPC reserves the right to cut down all weed growth and charge that expense to the tenant concerned.
- If, in the opinion of OPC or its representatives, the allotment plot remains uncultivated and/or not maintained in a good tidy condition for more than 3 months after the issue of a warning letter from the Parish Council, then the Tenancy Agreement will be terminated with forfeit of deposit.
- Not to bring on to the site or store any items other than for horticultural use. This includes carpet for any use.
- To take all reasonable care when using any sprays or fertilisers to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary and to comply at all times with current regulations.

## **2.7 Cars**

- To ensure all vehicles are parked within the bays or areas allocated for vehicles.
- OPC will not be held responsible for any damage to vehicles parked at the allotment site.
- The car park is not to be used for the storage of vehicles or trailers.
- Not to obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment site.

## **2.8 Plot marker**

- To keep the marker provided (showing the number of the plot) clean and readable and displayed in a prominent position. This marker should not be moved or removed at any time and remains the property of OPC.

## **2.9 Nuisance**

- Not to cause any nuisance or annoyance to the occupier of any other allotment plot, adjoining landowners or the occupiers of nearby houses.
- No loud noises are allowed of any kind.
- Headphones must be worn when listening to music on any given device.

- Not to enter upon, take or remove any plants or crops from any other allotment plot without that tenant's prior permission.
- Not to obstruct or reduce the width of any path between the allotment plots, or block or obstruct the main track in the site.
- Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

#### **2.10 Bonfires**

- Bonfires of any kind are not allowed on the site.

#### **2.11 Rubbish and composting**

- No non-compostable material is to be kept on the allotment plot or on the site.
- No garden waste or any other material or other waste is to be placed against any fence, hedge or gate.
- Only green vegetable waste material may be composted on individual plots. As there is no facility to dump this type of waste on any part of the site for composting, each tenant must ensure it is removed to an appropriate facility.
- Composting is only allowed on the allotment site and must be properly maintained to the satisfaction of OPC. Compost bins and containers must not touch the fence.
- All other waste material, including wooden pallets, shall be removed from the site and disposed of in an appropriate manner.
- Any tenant who fails to comply with this rule will forfeit the right to continue gardening the plot.

#### **2.12 Trees, Hedges, Fences and Paths**

- Not to erect or put up any fence, gate or hedge within the site.
- It is the plot holder's responsibility to ensure that the grass strip next to their plot is cut and maintained to an acceptable standard.
- Not to cut or prune any trees or bushes growing outside the site that overhang or penetrate the boundary fence.
- Not to cut, lop or interfere with any trees on the allotment site.
- Not to plant any tree, shrub, hedge or bush which requires more than twelve months to mature, without first obtaining the Council's written permission.
- OPC may at any time cut or prune any hedge or tree forming part of the overall site landscape.

#### **2.13 Buildings**

- Not to erect or put up any building or construction within the allotment site.

#### **2.14 Other Structures**

- **Fruit Cages & Frames**  
Open framed and/or netted structure for the purpose of growing and protecting crops should cover no more than 25% of the area of an individual plot and a maximum height of 2m.
- **Polytunnels**  
Polytunnels to cover no more than 25% of the area of an individual plot and a maximum height of 1m.
- All structures must be adequately secured to the ground to prevent uplift.
- All structures must be maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any appointed officer. If OPC is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or

remove it within 1 month of instruction to do so. Failure to do this could result in OPC removing it and charging the tenant.

- Departing tenants shall remove any item or derelict structures from their plot before the end of their tenancy. Any such material not removed by the tenant will be removed by OPC at the outgoing tenant's expense (retention of deposit).

#### **2.15 Barbed Wire and Glass**

- Not to bring on to or use any barbed wire or similar on the allotment garden or site.
- Not to bring on to or use any glass, pottery or china on the allotment site at all.

#### **2.16 Restriction on Cropping**

- Not to plant any trees or fruit bushes or any crops which can grow to such a size as to cause any nuisance or loss of light to adjoining tenants or the occupiers of nearby houses.

#### **2.17 Dogs**

- No dogs are to be allowed on the allotment site at any time.

#### **2.18 Other Animals/Pest Control**

- Not to keep any livestock, bees or poultry on the allotment site.
- It is the responsibility of all tenants to report any rodent activity to the Pest Control Officer at Hart DC on 01252 774421.

#### **2.19 Children**

- Not to allow children accompanying either the tenant or a member of the tenant's family to behave in such a way as to cause nuisance or annoyance to the tenants of any other allotment garden on the site, to adjoining landowners or to the occupiers of nearby houses.

#### **2.20 Water**

- OPC will provide water points for the use of the allotment tenants. Tenants will ensure that such water points are not contaminated by pesticides or any other contaminants.
- Not to connect a hosepipe or water sprinkler to the water dip tanks provided.
- To pay any excess water/sewage charge, if requested by OPC, within 1 month.

#### **2.21 Prohibition of Notices, etc.**

- Not to erect any notice or advertisement anywhere on the allotment site.

#### **2.22 Restriction on Admittance to Allotment Site**

- OPC shall have the right to refuse admittance to any person other than the tenant to the allotment garden or to the site.
- The allotment site is only accessible during the hours of dawn to dusk.

#### **2.23 Change of Address or Other Details**

- The tenant is to inform OPC immediately of any change of address or other details.

#### **2.24 Dispute Between Tenants, Adjoining Landowners or with the Occupiers of Nearby Houses**

- In the case of a dispute between the tenant and any other tenant of any allotment plot on the site, adjoining landowners or the occupant/s of any nearby houses the matter shall be referred to OPC and/or its appointed Officer, whose decision shall be final.

## **2.25 Inspection and Access**

- The allotment may be inspected by an appointed Officer or the Police at any time and tenants must give whatever access is required by them with or without notice.
- Tenants must comply with any reasonable directions given by an appointed officer or external contractor acting on behalf of OPC in relation to any allotment or site.

## **2.26 Special Conditions**

- Not to take or carry away, or sell any mineral, gravel, clay or sand from the site.
- Shall observe and undertake any other special condition/s which OPC considers necessary to preserve the allotment plot or the site from deterioration and of which notice shall be given to the tenant.
- To advise OPC of any damage to fences, water equipment (troughs or pipes etc.) as soon as reasonably possible.

## **3. Termination by The Council**

### **3.1 OPC may terminate any allotment tenancy in any of the following ways:**

- a) By giving one month written notice to quit if:
  - The rent is in arrears for forty days or more whether lawfully demanded or not; or
  - The tenant is in breach of any of these rules or of their tenancy agreement. However, any breach of rules related to the cultivation of the allotment can only be grounds for notice to be given if at least three months have elapsed since the commencement of the Tenancy; or
  - It appears to OPC, on a balance of probabilities, that the tenant is no longer eligible to be an allotment holder.
- b) At any time after twelve calendar months written notice by OPC, such notice to expiring on or before 6 April or after 29 September in any year.

**3.2** On the death of the named tenant, the tenancy will cease automatically. However, the tenancy may be transferred to a family member at the discretion of OPC.

**3.3** At the termination of the tenancy, the outgoing tenant shall leave the allotment plot in the state and condition as described in section 2.6 above.

## **4. Termination by The Tenant**

- The tenant may terminate the tenancy at any time by giving one month's notice in writing to OPC.
- If a tenant decides to stop cultivating an allotment part way through a year, they must notify OPC so that the allotment may be let to a new tenant without delay.
- Any tenant not wishing to renew their tenancy should inform OPC by January before the start of the tenancy year in April.
- The tenant shall yield up their allotment plot if they move home and their new home is more than one mile outside of the parish of Odiham and North Warnborough.
- The allotment plot shall be left in the condition that complies with the terms set out in this document.

## **5. Council's responsibilities**

OPC either directly or through external contractors, acknowledges the following responsibilities:

### **5.1 Administration**

Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules and inspections, liaising with the Tenants Association and individual Tenants and others, monthly plot inspections, legal formalities, payment of site utilities, Public Liability Insurance.

### **5.2 Repairs and Maintenance**

Repairs to site perimeter fences, gates and water installations, maintenance of paths and perimeter hedges and trees on the allotment site and vacant plot management.

### **5.3 Infrastructure**

Provision and maintenance of notice boards, gates, water infrastructure and security fences where necessary and site security.

### **5.4 Liability**

OPC is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. 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 shall report any incidents of theft and vandalism to the Police and the authorised Office.

## **6. North Warnborough Allotment Tenants Association (NWATA) Responsibilities**

OPC proposes to support the setting up of the Tenants Association during its first year by taking on all the main tasks with a view to delegating a proportion of these tasks to the Association at the start of the second year.

### **6.1 First growing period/year**

It is expected that in its first year the Tenants Association will:

- I. Form a management committee, consisting of chairman, secretary, treasurer, site stewards and as many other members as deemed necessary
- II. Appoint two site stewards whose duties will include:
  - Engaging with all plot holders
  - Dispute resolution
  - Ensuring the tidiness of the site
  - Health and Safety
  - Liaising between plot holders and the management committee
  - Liaising with OPC
- III. Organise membership of National Allotments Society for all tenant holders.

### **6.2 Subsequent years**

It is expected that the Tenant's association will take responsibility for the following:

- Grounds and site maintenance,
- To add and improve facilities for members,
- Provide a high level of help for new tenants,
- Organise social events for members,
- Improve and maintain relations with residents and the wider community,
- Help with tenants' grievances and complaints,
- Communicate with OPC,
- Raise funds to help finance all of the above.

### **6.3 Tenants Association Rules & Regulations formed in conjunction with OPC will form part of any future revised Allotment Rules & Regulations**