



## **OAKLEY & DEANE PARISH COUNCIL**

### **RULES AND CONDITIONS OF TENANCY FOR ALLOTMENTS GARDENS AT STATION ROAD OAKLEY**

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#### **GENERAL PROVISIONS**

Under the Small Holdings and Allotments Act 1908 the Council has a duty to provide allotments gardens. Under the Allotment Act 1922 an allotment garden is defined as an allotment not exceeding forty poles in extent, which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by the tenant or his / her family.

In accordance with this duty Oakley & Deane Parish Council (ODPC) will consider applications for an allotment from residents of the council area. Under the Small Holdings and Allotment Act 1908 the ODPC may make such rules as appear necessary or proper for regulating the letting of allotment gardens, including but not limited to, rent, eligibility, notices, size and conditions. Accordingly, these Allotment Garden Rules have been set up to provide applicants with details of the process and conditions for applying and maintaining an allotment.

Applicants for a tenancy of an allotment garden must be age eighteen or over and be resident within the boundaries of Oakley & Deane. Subject to the approval of the ODPC, a person may be a tenant of more than one allotment garden subject to a maximum permissible area of 40 rods. ODPC will take a decision on applications for more than one plot based on local availability and waiting lists.

In these Rules, the expression:

- (a) "Allotment Acts" includes, the Small Holdings and Allotment Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950.
- (b) "Allotment Rules" means this document setting out the rules and conditions that will govern the letting of an allotment garden alongside the Allotment Tenancy Agreement.
- (c) "Allotment Tenancy Agreement" means a contract between ODPC and the tenant in relation to the letting of an allotment garden. A draft copy of the contract can be seen upon request.
- (d) "the Council" means Oakley & Deane Parish Council and includes any committee of the Council or any officer appointed to manage allotment gardens under the Allotments Acts 1908 and 1950.

A co-tenant cannot be guaranteed the tenancy of an allotment garden should the main tenant vacate the plot. In any such case the co-tenant will be placed back on the waiting list with the date of their original allotment plot application retained.

The Council will maintain computerised allotment records in accordance with the Data Protection Act 1998.

## **RULES AS TO THE LETTING OF THE ALLOTMENT GARDENS**

Every application for an allotment garden shall be in writing using the form appended to these rules, being sent, hand delivered or electronically delivered to the Parish Clerk. The Clerk shall enter details of the application and the date received into a Register of Applications for allotment garden tenancies.

Letting an allotment garden for which there are two or more eligible applicants likely to keep the allotment garden in good cultivation, the tenancy shall be offered to the applicant whose name appears first on the list in the Register of Applicants. A vacating tenant of an allotment garden, shall for this rule, be deemed not to be holding any land.

Prior to the tenant taking over the allotment garden the Parish Clerk will take a photograph of the allocated allotment garden indicating the state of the plot at the time of tenancy. The Parish Clerk and tenant shall then sign the photograph as a record for future inspections and when vacating the plot.

On taking up tenancy a deposit of £100 shall be paid to and held by ODPC until the tenant vacates the plot. Upon vacating the site the deposit will be refundable if the allotment garden is deemed to be in a state commensurate or better than the photograph taken at the start of the tenancy. If the allotment garden is deemed to be in a state worse than at the start of the tenancy the deposit will not be refunded and will be used to ready the allotment garden for a new tenant. The decision of the Council is final.

## **AGREEMENTS FOR LETTING ALLOTMENT GARDENS**

An agreement to let an allotment garden to an applicant may be signed by the Clerk to the Council on behalf of the Council.

## **GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE MAINTAINED AND USED**

The tenant(s) of an allotment garden must comply with the following conditions:

The tenant(s):

- (a) shall keep the allotment garden clean, in a good state of fertility and cultivation
- (b) shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
- (c) shall not sublet, or pass on the tenancy of the allotment garden or any part of it, without the written consent of the Council.
- (d) shall keep every hedge that forms part of the allotment garden properly cut and trimmed and keep all ditches properly cleaned. Trees that border the entire allotment site are not the responsibility of the allotment tenant to keep trimmed however that does not remove their statutory right to trim back overhanging branches.
- (e) must maintain any fences and gate around the perimeter of the allotment garden in good repair to ensure the health and safety of all allotment tenants. Fences are not a requirement and are erected at the discretion of the allotment tenant and must not exceed 36 inches in height. Barbed wire must not be used for any purpose on an allotment garden. Plot numbers must be clearly visible at all times. The Council reserves the right to charge tenants replacement costs if a marker is lost or damaged.
- (f) may erect on the allotment garden one small shed not exceeding six feet by four feet by six feet in height which shall be erected alongside the boundary fence to the rear of the allotment garden and the tenant shall maintain the shed in good repair at all times. Concrete bases are not permitted.

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(g) may erect a greenhouse not exceeding four feet by eight feet and no more than seven feet in height alongside a boundary of the allotment garden. The greenhouse must always be kept in a good state of repair. Concrete bases are not permitted.

(h) may use a small polytunnel for propagation.

(i) may use fruit cages providing they do not shade neighbouring allotment gardens and do not cover more than 25% of the total allotment garden

(j) shall not store or place any material other than for horticultural use on the allotment garden.

(k) should not store petrol, oil, lubricants or other inflammable materials, and are advised not to store valuable equipment and materials in their buildings or structures. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

(l) shall not interfere with in any way or connect a hosepipe to the water supply.

(m) must not dump rubbish on the allotment garden or anywhere else on the site.

(n) must, when applying manufactured fertilisers or products used to control pests, unwanted plant species or disease:

- only use products that are legally available for sale on the UK market and remember you are legally responsible for using these chemicals correctly and effectively.
- take all reasonable care to ensure that adjoining plots, hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur
- only use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public, game birds and other wildlife, other than vermin or pests Any such items must be used according to the manufacturer's instructions.
- comply at all times with current regulations
- use the fertilisers or products in accordance with the manufacturer's recommendations.
- not store such materials other than for direct and prompt use on the plot
- slug pellets should be used sparingly as hedgehogs and birds may use the sites for feeding

More information may be found at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>

(o) may use commercially available weed suppression material to control weeds on the allotment garden. Carpet or similar material must not be used for this or any other purpose on an allotment garden.

(p) may not keep any livestock, including bees, on an allotment garden.

(q) may not enter, remove or place items on another allotment garden holder's plot without their express permission

(r) may have bonfires but consideration of other allotment garden holders must be taken into account. They should:

- not be lit on a windy or breezy day
- be contained in a purpose built galvanized incinerator with a lid and a central flu.
- be lit to avoid smoke drift onto other allotment gardens
- be ideally lit two hours before dusk and must be fully extinguished before leaving the site
- burn only dry waste and never bring material from off-site to burn

(s) may take children on to their allotment garden but they must be under the care of a responsible adult at all times and not cause a nuisance to other allotment garden tenants.

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- (t) may take dogs on to their allotment gardens but they must be kept under control at all times and not be allowed to enter other tenant's allotment gardens. The tenant must ensure that any dog faeces are removed immediately and placed in the bin provided.
- (u) shall observe and perform any special conditions and covenants contained in the lease under which the Council holds the land
- (v) are prohibited to grow plants, which produce illegal substances or are otherwise proscribed
- (w) must report all incidences of rodent infestation immediately to the Council
- (x) where in the opinion of the Council, a tenanted allotment garden appears to be growing inappropriate produce, the Council reserves the right to cut down vegetation using the Council's own resources and charge the tenant for this work.
- (y) must notify the Parish Clerk as soon as is practicable of illness or temporary incapacity to fulfil the requirements to keep the allotment garden cultivated.

### **GRASS CUTTING**

The Council will arrange for the grass car parking area and central pathways to be cut on a regular basis between the months of April and September.

### **PAYMENT OF RENT**

The rent of an allotment garden shall, unless otherwise agreed in writing, be paid on 29<sup>th</sup> September each year. Payment may be made electronically via BACS to:

Sort code: 30-90-53  
Account number: 00320709,  
Account name: The Parish Council of Oakley and Deane

or by cheque made payable to Oakley & Deane Parish Council. In both cases payments must include the plot number as a reference. Rent increases will be considered annually by ODPC and tenants notified prior to the 29<sup>th</sup> September if any increase is due.

### **POWER TO INSPECT ALLOTMENT GARDENS**

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden. Generally allotment gardens will be inspected three times per year in February, June and October by the Parish Clerk and one or two members of the Parish Council. Tenants will be notified if their allotment garden does not meet the standards set out in this document and be given a date by which the improvements must be made.

### **OAKLEY ALLOTMENT KEEPERS SOCIETY (OAKS)**

Upon taking up tenancy of an allotment garden tenants will automatically become members of OAKS who act as a representative body of the tenants.

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

It may also be terminated by the Council by re-entry after one month's notice if:

- (a) the rent is in arrears for not less than forty days or if the tenant becomes bankrupt or compounds with his creditors,
- (b) the tenant, after receiving a warning letter from the Council regarding insufficient cultivation of their plot fails to bring the allotment garden into full cultivation within four weeks from the date of the letter or thereafter fails to continue to maintain full cultivation throughout that growing season,

(c) it becomes necessary for the Council to send a second letter to an individual tenant in any one growing season, this will be followed by a month's notice to terminate the tenancy.

The tenancy may also be terminated by the Council or the tenant by three months notice in writing expiring on 29<sup>th</sup> September

On termination of the tenancy the allotment garden must be left in a clean and tidy condition clear of any rubbish and debris. Buildings may be left on site after negotiation with the Council. If the allotment garden is deemed to be in a state worse than at the start of the tenancy any deposit paid will not be refunded and will be used to ready the allotment garden for a new tenant. The decision of the Council is final.

### **DEFINITION OF AN UNCULTIVATED ALLOTMENT GARDEN**

'Uncultivated' means that a tenants plot is either fully or partially overgrown or unused, weed / grass growth is prevalent, insufficient or no planting is present or that no effort has been made to keep the plot clear and tidy.

In addition, uncultivated plots cause weed drift which affects other plots on an allotment site which is considered anti-social.

### **EXEMPTION OF CERTAIN LETTINGS FROM THESE RULES**

These rules shall not apply to any land let to an Association or to any allotment garden which the Council under special circumstances, to be recorded in their Minutes, may exempt from these rules, but shall apply except as aforesaid, to an allotment garden though held under a tenancy made before these rules came into operation, but not so as to affect any right to compensation for an improvement executed before these rules come into operation.

### **SERVICE OF NOTICES**

Any notice may be served on a tenant in one of the following ways; personally, electronically via email, by leaving it at their last known address, by registered letter addressed to their last known address, or by fixing the notice in some conspicuous manner on the allotment garden. The tenant shall inform the Clerk to the Council of any change of residential address within 14 days of such a change.

### **REVIEW OF RULES**

The above rules will be reviewed every four years or earlier if there is a change in Basingstoke and Deane Borough Council's waste management policy or in the legislation governing any aspect of allotments.

Date: 14<sup>th</sup> September 2017.

**OAKLEY & DEANE PARISH COUNCIL**

**APPLICATION FORM FOR AN  
ALLOTMENT GARDEN  
AT  
STATION ROAD, OAKLEY**

Please complete in capital letters

APPLICANT NAME .....

ADDRESS .....

.....

TELEPHONE NO .....

EMAIL ADDRESS .....

WHEN COMPLETED PLEASE RETURN THE FORM TO  
PARISH CLERK, 87a OAKLEY LANE, OAKLEY RG23 7JT  
OR EMAIL TO [oakleydeanepc@gmail.com](mailto:oakleydeanepc@gmail.com)