

# Allotment Terms and Conditions

This agreement is made between:

- (1) **Rushmoor Borough Council** of the Council Offices, Farnborough Road, Farnborough GU14 7JU ('the Council')
- (2) The Tenant

By taking the Allotment the Tenant agrees that they are taking the Allotment, for the Rent and on the terms and conditions outlined below.

In this agreement the following terms will have the following meanings:

<b>'The Allotment'</b>	Means an <b>Allotment Plot</b> at the Allotment Site as identified by the Plot number provided by the Council									
<b>'The Allotment Site'</b>	Means an <b>Allotment Site</b> provided by the Council									
<b>'The Cultivated Area'</b>	Means a minimum of 75% in area of the Allotment plot which is cultivated for the production of the allowable crops and the Allotment plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.									
<b>'The Rent'</b>	<p>Means the <b>Rent</b> per year being an initial sum of:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Size</th> <th style="width: 50%;">Rent per annum</th> </tr> </thead> <tbody> <tr> <td>2-and-a-half rods (approx. 63 Square Metres)</td> <td>See Web page for current charges</td> </tr> <tr> <td>5 rods (approx. 125 Square Metres)</td> <td>See Web page for current charges</td> </tr> <tr> <td>Between 5 and 10 rods (approx. 250 Square Metres)</td> <td>See Web page for current charges</td> </tr> </tbody> </table> <p>for the first year and the initial sum plus any inflationary increase as outlined on the Council's web page:  <a href="#">Allotments - Rushmoor Borough Council</a> for every subsequent year.                      Rent is paid annually in advance, no full or part refunds given.</p>		Size	Rent per annum	2-and-a-half rods (approx. 63 Square Metres)	See Web page for current charges	5 rods (approx. 125 Square Metres)	See Web page for current charges	Between 5 and 10 rods (approx. 250 Square Metres)	See Web page for current charges
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The Council has the sole right to manage the Allotment site and the Tenant is bound by the conditions of this agreement as set out below and any decisions made by the Council.

The Council agrees to let and the Tenant agrees to take the above Allotment plot on a yearly tenancy, the rent for which is payable annually in advance. Once the rent has been paid then the tenant has the right to cultivate and remove crops from the Allotment plot for a period of one Calendar Year. Should the tenant decide to surrender their tenancy or for reasons laid out in this agreement the tenancy is terminated by the Council no refund or part-refund is given. On termination of a tenancy the Council has the right to re-let the Allotment plot to a new tenant.

## **1. Tenancy Provisions**

1.1 On accepting the Allotment plot, the tenant must pay the rent for the plot to the Council promptly. The rental period will commence once the Council has emailed the Tenancy Agreement to the Tenant.

1.2 If the Rent has not be paid within 10 days of the agreement being sent, the Council will contact the Tenant, requesting immediate payment. If the Council receives no reply to this communication after 5 days, the Allotment will be deemed vacant, and the Council will re-let the Allotment plot without further notice.

1.3 The Tenant must reside within the Rushmoor Borough Council boundaries. If the Tenant moves out of the Rushmoor Borough Council area, after the date of this agreement, they will not be able to renew their tenancy.

1.4 The Tenant must not sublet, assign or part with possession of the whole or any part of the Allotment plot tenancy.

1.5 The Tenant must inform the Council immediately of any change of address and or contact details. Failure to do so may result in the Council not being able to make contact resulting in non-payment and ultimately loss of the Allotment plot.

1.6 A Tenant, on giving up their Allotment plot, or if the tenancy is terminated, for any reason, must leave it in a good state and ready for use. The Tenant must remove all structures and crops from the Allotment site, if required to do so, within 10 days from the expiration of their tenancy. Any items left on the Allotment plot after this time will be disposed of as considered necessary by the Council. Any costs incurred by the Council in making the Allotment plot ready for re-use may be recovered from the Tenant.

1.7 The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment plot at any time.

1.8 The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment plot from deterioration.

## **2. Allotment Use**

2.1 The Tenant must use the Allotment plot only for the cultivation of vegetables, herbs, fruit crops or flowers in accordance with Allotments Acts 1908 to 1950 and for personal use by the Tenant and their family or household and no other purpose. The Tenant agrees that the Council has the right to refuse admittance to the Allotment site to any person, other than the

Tenant or a member of their family or household unless accompanied by the Tenant or a member of their family.

2.2 Where the Allotment plot backs onto the Tenant's private property the Allotment plot must only be used as stated in the clause above and must not be laid to lawn or used as an extension to their garden or used to dump any garden waste or other refuse.

2.3 A Tenant must not use the Allotment plot to grow any produce for commercial purposes or any retail opportunity. Any Tenant found to be growing any plants or produce for resale will be deemed to be operating a business and their tenancy will be terminated immediately.

2.5 The Tenant must not keep any animals, poultry or any other livestock, including bees, on their Allotment plot or within the Allotment site generally.

2.6 The Tenant agrees that any disputes between plot holders at the Allotment site, which cannot be resolved by mutual agreement, and are ultimately referred to the Council will be considered by the Council and the Council's decision is final.

2.7 The Tenant must not erect any notice or advertisement on their Allotment plot or within the general Allotment site.

### **3. Cultivation**

3.1. A Tenant must keep the Allotment plot tidy and maintained in a good overall state.

3.2. Subject to clause 3.6, the Tenant must keep the cultivated area in full cultivation and fertility throughout the complete growing season and no fallow periods will be permitted. The Tenant must keep the cultivated area in good productive order by the maintenance and improvement of the soil, the growing of crops and the control and prevention of weeds.

3.3. Those parts of the Allotment plot that are not used for crop production are considered uncultivated areas and should be kept to a minimum. The Tenant must not allow these uncultivated areas to be left to grow wild and such areas must be managed. Boundary and internal plot paths are included within this.

3.4. If the Tenant leaves the Allotment plot cleared of weeds, yet it remains uncropped or unplanted during any one year, then the Council will consider the Allotment plot to be uncultivated.

3.5. The Council understands that taking on an allotment plot is a big commitment. The Council recognises every Tenant has their own personal circumstances that impact on and can influence their ability to attain full cultivation. If the Tenant cannot commit the time necessary and is finding it difficult to maintain their plot, they must inform the Council at the earliest opportunity.

3.6 A new Tenant must commence cultivation of the cultivated area as soon as possible following acceptance of a new plot. The new Tenant is expected to have 25% of the cultivated area fully cultivated and planted or ready for planting within one month of the date of this agreement. The Council will expect the Tenant to achieve full cultivation of the cultivated area after three months following the date of this agreement. (The Council has discretion to extend this period depending on the condition of the plot taken over). During this period the Tenant must demonstrate continuous progress towards full cultivation of the cultivated area.

#### **4. Boundaries, Gates, Paths and Car Parks**

4.1 The Tenant must keep the Allotment plot clearly defined and maintain boundary paths. The paths between plots should be between 60cm and 75cm (2ft and 2ft 6ins) to allow access of a wheelbarrow or mower. The Tenant must display and maintain a plot number in a prominent position to allow for easy identification of the Allotment plot.

4.2 The Tenant must not interfere with or remove any existing or future hedges, fences, walls, gates, noticeboards or boundary markers and use their best endeavour to ensure they are maintained in good order. The Tenant will keep all footpaths and other boundaries adjacent to their Allotment plot free of any obstruction including refuse, metal, glass, stones, overhanging trees and or crops. The Tenant must not dispose of any allotment waste or other material within the general Allotment site or place any waste against any hedge, fence, wall or gate.

4.3 The Tenant is advised that any vehicles parked on the Allotment site, where parking is available, are left at the owners' risk. The Council will not accept any responsibility for theft from or accident to or damage caused by or to a vehicle parked on an Allotment site. Vehicles must not be parked where they obstruct other vehicle users and must allow pedestrians to pass.

#### **5. Sheds and Other Structures**

5.1 The Tenant must not erect buildings or structures of any kind, including fences on the Allotment plot (or Allotment site), other than as detailed below. Where pre-existing older structures exist on an Allotment plot then their replacement must be in accordance with the clauses below.

5.2 A Tenant can erect a small shed on an Allotment plot measuring a maximum size of 6ft x 4ft (1.8m x 1.2m). The shed must be new or in good condition, contain no glass windows and be placed on a removable base such as timber bearers or concrete slabs. Installation of gutters to collect rainwater from shed roofs is encouraged and where a shed is installed at least one water butt should be included for rainwater harvesting.

5.3 A Tenant can erect a small greenhouse on an Allotment plot measuring a maximum size of 6ft x 4ft (1.8m x 1.2m). The greenhouse must be new or in good condition, contain no glass and be placed on a removable base such as timber bearers or concrete slabs.

5.4 The Tenant must maintain and secure any structure in a satisfactory and safe manner and ensure it does not shade another plot. The Council will not accept any responsibility for such structures, or their contents.

5.5 Structures remain the property of the Tennant and can be removed when the tenancy is ended. The Council may agree to leave a structure in situ assuming it is in good general condition and has a reasonable lifespan, otherwise it will be the responsibility of the Tennant to remove it. Failure to remove a dilapidated structure (unless proven to pre-exist tenancy) may result in the Council seeking costs to remove.

## **6. Fruit Trees and Other Crops Requiring 12 months or more to Mature**

6.1 The Tenant may only plant fruit trees and bushes and other crops requiring 12 months or more to mature, that do not exceed a height of 2.4 metres (8ft) when fully grown and must not overhang footpaths and consideration must be given so as not to shade any other plot. The Tennant agrees that the Council can request the removal of any such planting that it considers in contravention of this clause.

## **7. Water**

7.1 On Allotment sites where water is supplied the Tennant may use the water for irrigating their crops only. Water must be used sparingly and preferably transported by watering can from the standpipe.

7.2 As already mentioned in 5.2 every effort must be made to harvest rainwater by use of water butts where practical. Also, the use of mulch to retain moisture and prevent evaporation is encouraged.

7.3 Hosepipes may be used (subject to water regulations in relation to potential water shortages). Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, open water troughs, bespoke water storage systems and similar improvised containers and irrigations systems are not permitted.

7.4 Any watering points provided at Allotment sites is not considered suitable for drinking.

## **8. Bonfires**

8.1 The Tenant should compost green waste or dispose of it at the local recycling centre rather than burn it. If material is to be burnt this is only permitted within a suitable incinerator to contain the fire. The Tenant must ensure that:

- The fire is in a clear area at least 10 metres from any property.
- Only organic material generated from the plot may be burnt and only when it is completely dry.
- Any smoke does not cause a nuisance to surrounding neighbours or other tenants (being mindful of wind direction and not lighting fires if smoke is blown over adjacent property).
- Fires are occasional.
- The fire is attended at all times.

- There is a suitable means of extinguishing the fire at hand for immediate use.
- The fire is extinguished at least one hour prior to leaving the site.
- The fire is extinguished immediately if asked to do so by any official or agent of the Council.

8.2 In the event that complaints are received regarding nuisance from bonfires and/or resulting smoke from the site then the Council reserves the right to prohibit all burning on the site as a whole.

8.3 The Tenant shall be liable for any legal action arising from any nuisance caused and the Tenant will be held responsible for any financial outcome.

## **9. Dogs**

9.1 A Tenant bringing a dog(s) to the Allotment site must keep it on a lead on their own Allotment plot. The owner must be in full control of the dog at all times and only well behaved and quiet pets should be brought to Allotment sites. The Tenant must remove all dog excrement from the Allotment site.

9.2 In the event that complaints are received concerning the presence of a dog then the Council reserves the right to deny permission for a Tenant to continue bringing their pet to the Allotment site.

9.3 The Tenant will be responsible for any damage caused by their dog or any claims arising.

## **10. Waste Material and Pollutants**

10.1 The Tenant must not fly tip or dump illegally any material on an Allotment plot or other part of the Allotment site. A Tenant found to be doing this will have their tenancy terminated immediately and enforcement action for fly tipping may be taken.

10.2 Tenants must not bring on to the Allotment site any polluting materials such as foam backed carpet or underlay, tyres and asbestos (or other such item that may be considered contamination). This will be treated as illegal disposal of waste. A Tenant finding asbestos on any Allotment plot, or the Allotment Site should notify the Council immediately.

10.3 The Tenant must not take, sell or carry away any mineral, gravel, sand, earth or clay without advanced consent of the Council.

## **11. Theft, Security, Safety and Duty of Care**

11.1 Where secured gates are present the Tenant must lock the gate on entering and leaving the Allotment site, re-securing the padlock and not leaving it unlocked on the gate. Where a combination padlock is provided the Tenant must ensure the padlock is locked and the code scrambled, and the gate properly secured when leaving the site.

11.2 A Tenant using physical or verbal abuse or threatening behaviour in response to a lawful action by a member or officer of the Council will be evicted from the site with immediate effect and their tenancy agreement terminated.

11.3 The Council has the power to expel, without notice and without compensation, a Tenant proven to have stolen any item from the Allotment site or to have caused wilful damage to any plot or structure on the Allotment site. The Tenant will immediately, when aware, report to the Police any incident of theft or criminal damage on an Allotment site and notify the Council.

11.4 The Tenant must ensure that potentially dangerous materials such as broken glass and sharp metal does not present a hazard or cause injury to anyone entering the Allotment site or the Allotment plot. Such items must be removed from the site.

11.5 The Tenant must keep in a safe condition any structure (shed, fruit cage, compost bin etc.) on the Allotment plot and in particular remove and dispose of any wood with protruding nails.

11.6 If the Tenant brings children to the Allotment site, the Tenant must supervise them at all times to ensure that they are safe and do not cause a nuisance to other plot holders.

11.7 The Tenant has a duty of care to themselves, visitors and any person that may be on the site whether officially or not.

## **12. Tools and Machinery**

12.1 Tools must not be left on Allotment plots. The Tenant must place all garden tools within their shed when not in use or remove them from the Allotment site.

12.2 Tenants using machinery on the Allotment site must comply with manufacturer recommendations for its use and consider the safety of other plot holders. Use of such machinery is at the Tenants own risk. Use of specialist equipment such as chainsaws that require certified training for their use is not permitted.

12.3 No petrol or diesel fuel to be stored at Allotment plots or sites.

## **13. Manure and wood chippings**

13.1 The Tenant uses any manure or wood chippings at the Allotment site at their own risk. It is recommended that gloves are used when handling manure and wood chippings. The Council will not accept liability for any injury or other problems arising from use of manure or chippings.

## **14. Chemicals**

14.1 Tenants may only use products usually available from garden and horticultural suppliers for the purposes of controlling pests, diseases and vegetation on their own Allotment plot.

14.2 Application of these products must be in compliance with all relevant guidelines and regulation and not be detrimental to neighbouring plot holders or cause annoyance or concern to other plot holders.

14.3 No chemicals to be stored at Allotment sites.

14.4 The Council strongly advise Tenants against the use of chemical control for weeds and request that such use is kept to a minimum.

## **15. Observance of the Conditions**

15.1 The Tenant must conform to and observe the foregoing conditions and to assist the Council to enforce them, to ensure safe and pleasant allotment gardening for all.

15.2 The Council reserves the right to vary or amend the conditions of this agreement and must issue written notice of such changes to the Tenants via the Rushmoor Allotments Webpage at least 30 days before implementing those changes.

15.3 Plots will be inspected regularly by the Council and correspondence will be sent to any Tenant who is not complying with these provisions.

15.4 A Tenant who refuses to comply with any provision in this agreement will have their tenancy reviewed by the Council and the tenancy may be terminated.

## **16. Termination of Tenancy**

16.1 On the death of a Tenant, the tenancy will terminate automatically. The Council may at its absolute discretion enter into a new tenancy with any heir or successor of the Tenant.

16.2 The tenancy may be terminated by either party by giving notice in writing.

16.3 The tenancy may be terminated by the Council at any time after giving 3 months' notice in writing to the Tenant, on account of the Allotments being required for any purpose, other than use for agriculture, where it has been appropriated under any statutory provision, or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

16.4 This tenancy may be terminated by the Council without notice where:

- The Tenant has not paid the Rent.
- The Tenant has not remedied a breach of the terms of this agreement within 30 days of written notice to do so.
- A breach of the terms in this agreement cannot be remedied.



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## **17. Notices**

17.1 Any notice required to be given by the Council to an individual Tenant may be served on the Tenant either:

- Personally.
- By leaving it at their last known address.
- By email to their last known email address.

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## **18. Other Restrictions**

18.1 The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other Allotment plot or obstruct or encroach on any path or roadway set out by the Council for the use of all tenants at the Allotment site.

18.2 The Tenant must not within their plot or anywhere within the allotment site:

- Use foam backed carpet as a weed suppressant.
- Use razor or barbed wire.
- Use the Allotment for residential purposes or sleeping overnight.
- Hold firework and/or bonfire events/displays.
- Use or store old car tyres (or any form of tyre).
- Use or store pressurised gas canisters.
- Store chemicals.
- The Tenant must not cut, prune or trim any mature tree (a mature tree is considered a tree that has attained a height of over 5 metres) without the written permission of the Council.