

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

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| Observation of Conditions | 1 | The tenant shall read and agree to comply with all terms and conditions of the tenancy by signing this document. The Council retains all rights and powers over the land. |
| Hours of Use | 2a) | The tenant is not allowed access to the allotment site except between the hours of 5.00am and 10.00pm daily in the summer time and during daylight hours in the wintertime. If access to the allotment site is by way of a padlocked gate, the tenant shall ensure that the gate is kept locked after entering and leaving the allotment site. |
| | b) | Overnight sleeping on the allotment is strictly prohibited. |
| Plot Number | 3 | The tenant shall ensure that the number of the allotment plot is clearly displayed in a prominent position at the front of the allotment plot. The font size must be large enough to easily identify the plot number. |
| Cultivation | 4 | The tenant will keep the allotment plot free from weeds, well manured and at least 75% of the plot maintained in a proper state of cultivation. If for any reason the tenant is unable to maintain the garden for a period of more than six weeks, for example due to illness or holiday, the tenant or a relative should notify the Council's Park Activities and Engagement Team in writing. Regular failure to maintain the plot may result in termination of the tenancy (see Condition 33). |
| Use | 5 | The tenant shall use the allotment plot only for the purpose of growing vegetables, fruit and flowers. Family and social/group gatherings are not permitted on allotment plots. |
| Livestock | 6 | The tenant shall not keep any livestock on the allotment plot unless prior written permission has been obtained from the Park Activities and Engagement Team. |
| Weed supressing materials | 7 | The tenant shall not use carpets, plastic, lino or any polythene material to supress weeds either on or surrounding the allotment plot or on the pathways between the allotment plots. |
| Composting | 8 | The tenant shall maintain any compost heap in a tidy condition |

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

and it must be in proportion to the plot, for example, for a 10 pole plot (250 m²) the heap must not exceed 5 m³ (176.57ft³) in size.

Chemicals/ Pesticides

- 9 Any pesticides must comply with current legislation regarding their use and storage. The storing of material other than for direct and immediate use on the plot is prohibited. Tenants should ensure that any chemicals and or pesticides are applied in accordance with the manufacturer's guidelines and be approved products that comply with all current National, Regional and local regulations and Council guidelines. Tenants should ensure that when spraying takes place it is not allowed to drift onto paths or other Tenants' allotment plots.

Bonfires

- 10a) Garden rubbish on the allotment plot can only be burned in small and manageable bonfires and must be supervised at all times. The tenant must have regard to the effect of the smoke on other tenants and occupiers of neighbouring premises. Tenants must not allow any bonfires to burn in such a way as would cause a smoke nuisance as defined by the Environmental Protection Act 1990, section 79. The tenant may be subject to enforcement action under the terms of that Act if they disregard this condition. If found guilty they will be subject to a loss of the tenancy of the allotment plot. Bonfires are not permitted between 1st April and 30th September.
- b) It is strictly prohibited to burn any of the following materials on the allotment plot:
- Rubber/Plastics/Foam/Paint;
 - Any material originating outside of the allotment site/plot;
 - Any material producing black smoke;
- Any other hazardous material that could cause environmental damage.
- c) The tenant must not use any flammable material, for example petrol, to assist burning.

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

- d) Where requested by a Council Officer, the tenant must extinguish any fires immediately.
- Trees**
- 11 The tenant shall not, without prior written consent of the Council, cut, prune, remove or interfere with any timber or trees outside the boundaries of their plot. Tenants must ensure that any trees, shrubs or vegetables (e.g. bean poles) they have planted on their plot are regularly maintained and do not overhang onto neighbouring plots, paths or roads.
- Minerals**
- 12 The tenant shall not take, sell or carry away any mineral, soil, stone, gravel, sand, slate, chalk, flints, clay or sub-strata or allow any other person to do so.
- Water Supply**
- 13a) The tenant shall not waste or contaminate the water supply or wash produce or gardening equipment in water tanks.
- b) The tenant must not interfere with, attach a hosepipe to or siphon water from any water tank. Water tanks are for the use of all tenants.
- c) The Council may shut off the water supply when it deems necessary, including for the purposes of emptying the pipes owing to frost or any other cause.
- Re-cycling/
Rubbish**
- 14a) The tenant shall keep the allotment plot and the surrounding area clear of litter, refuse, or other rubbish. Tenants are encouraged to recycle and/or re-use material in an environmentally friendly manner. The tenant shall not deposit or permit to be deposited on the allotment plot any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for the use in the cultivation of the allotment plot) or place any refuse or matter elsewhere on the allotment site.
- b) Tenants are not allowed to bring onto the allotment plot any rubbish for the purposes of disposal. Any non-recyclable items should be taken to the local amenity site provided free of charge by the local authority to all residents.

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

- Fire Safety** 15 Barbeques, gas cylinders, gas stoves, ovens, wood burners and accelerators are strictly prohibited on the allotment site. Cooking and kitchen facilities and the storage of flammable material are not permitted on the allotment plot and in the sheds. Tenants storing any of these items on their plot will face termination of the tenancy agreement.
- Trade** 16 The tenant shall not use the allotment plot, or allow it to be used, for the purposes of any trade and business. The storage of commercial equipment is not permitted.
- Sub-letting** 17 The tenant shall not enter into any agreement, verbal or written, to sub-let, assign or part with possession of the allotment plot or any part of it under any circumstances.
- Access** 18 The tenant shall not enter the allotment site except by the proper roads, paths and gates. Tenants must not restrict access to the allotment plot by installing padlocks, fences, gates or any other unauthorised restrictions. Tenants must not allow access to third parties through supply of their keys or lock combination numbers. If a tenant is away on a holiday or due to illness and has asked a relative or friend to maintain the allotment plot, the tenant must submit the name and contact details to the site secretary or Park Activities and Engagement Team prior to allowing access on the allotment site.
- Children** 19 The tenant shall ensure that any children brought on to the allotment site should be accompanied and supervised by the tenant or other responsible adult at all times. Children must stay on the tenant's allotment plot. Ball games and bicycles are not permitted on the allotment site.
- Domestic pets** 20 The tenant shall ensure that any dogs brought onto the allotment plot are kept on a lead and kept under control at all times. Tenants must ensure the responsible removal and appropriate disposal of dog faeces. It is not permitted to bring cats onto the allotment plot.

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

- Harassment and Equal Opportunities**
- 21a) The Council condemns all forms of discrimination, harassment or victimisation. We will take action against anyone who produces or displays material which people may find offensive or anyone who threatens assaults or victimises someone. If a tenant causes or takes part in discriminatory behaviour, harassment or intimidation he/she will not be allowed to keep their allotment plot and may be prosecuted. Tenants are responsible for other people they allow onto the allotment site. If a tenant or their visitor has been involved in anti-social behaviour on the allotment site, the Council may terminate the tenancy agreement.
- b) No one will be disadvantaged in their application for an allotment plot because of their ethnicity, gender, disability, sexual orientation, age, class, income, whether employed or not, or religious belief.
- Where the tenant is cautioned or convicted of any offence in relation to the allotment garden, the Council maintains the right to terminate the tenancy.
- Nuisance and Anti-Social Behaviour**
- 22 The tenant shall not do or permit to be done any of the following:
- Cause any nuisance, annoyance or damage to the allotment plot or to the tenant or owner of any adjoining or neighbouring premises.
 - Deposit any refuse on or obstruct any path set out for the use of allotment plot holders;
 - Use any building or shed on the allotment plot for residential or sleeping purposes;
 - Bring firearms or air rifles onto the allotments;
 - Trespass on other tenants' plots;
 - Take any produce or equipment or belongings from other tenants' plots;
 - Hold social, family and group gatherings;
 - Cause nuisance to other allotment plot tenants by playing loud music.
- Anti-social behaviour may result in the termination of the tenancy agreement and Council may refuse to grant you the

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

tenancy of another allotment plot.

Disputes Between Tenants 23 In the event of any dispute between tenants the affected parties should contact the Council for mediation. The Council will not be able to act on disputes between tenants unless appropriate evidence is provided. The decision of the authorised Council Officer shall be final.

Inspection 24 Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment site/plot. The Council does not tolerate any kind of verbal and physical abuse directed at Council officers and site secretaries. Tenants who display such behaviour will face termination of tenancy.

Structures 25a) The tenant shall not, without prior written consent of the Council, erect on the allotment plot any tool house, shed, greenhouse, fences, compost bays, gates or any other building or structure whatsoever.

b) Dwelling houses, chalets, summer houses, verandas and canopies or kitchen facilities are not permitted to be constructed on the allotment plot. It is not permitted to bring caravans or campervans onto allotment sites.

c) If the Council gives consent to any building or structure, it may be subject to additional conditions, materials or position as imposed by the Council. The structure must be no larger than:

Garden Tool Shed

Length: 2.75 m (9ft)

Width: 2.10 m (7 ft.)

Height to eaves: 1.67 m (5 ft. 6 in)

Height to ridge: 2 m (6 ft. 7 in)

Greenhouse/Polytunnel

Length: 3.8 m (12 ft. 8 in)

Width: 2.6 m (8 ft. 6 in)

Height to eaves: 1.7 m (5 ft. 6 in)

Height to ridge: 2.3 m (7 ft. 6 in)

d) Where unauthorised structures have been erected, the Council shall require the tenant to remove the structure. If the unauthorised structure is not removed within the time period given in a warning letter, the Council may remove the structure

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

itself and charge the cost of the work to the tenant. Non removal of unauthorised structures may result in the termination of the tenancy agreement.

- e) Where a termination notice or notice to quit has been issued by the Council, the tenant must ensure that all sheds or structures on the plot are emptied of all contents and any padlock removed. Failure to do so will result in the Council removing and destroying any padlock and contents. Unauthorised structures must be removed by the tenant or the Council may remove the structure itself and charge the tenant with the cost of doing so.
- f) Allotment tenants are not allowed to bring their own toilet onto allotment plots.

Fences

- 26 The tenant shall not, without prior written consent of the Council, erect around the perimeter of the allotment plot any fences. Any fence must be erected inside the plot boundary so it does not encroach onto any path set out for the use of the tenants of other allotment plots. Tenants must use fencing materials and construct the fence to a standard that does not cause any Health & Safety risks. Fences must not be higher than 1.2 metres (3 ft. 11 ins). Barbed or razor wire must not be used anywhere on or around the allotment plot.

Paths

- 27 The tenant shall keep paths adjoining the allotment plot clean and in good repair. The tenant shall not obstruct nor allow to be obstructed any path or road and soil must be kept clear of the edge to enable rainwater to drain away and to leave a clear and unobstructed path. The path must have a minimum width of 90cm (2 ft. 11 ins) between the allotment plots.

Roads

- 28 Tenants of allotment plots adjacent to main (vehicle) access roads shall ensure that the road is kept free of obstructions and hazards at all times and shall ensure that the established width of the road is maintained at all times. Tenants must not reduce the road width by depositing soil or any other material or debris on the road surface.

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

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| Hard Surfaces | 29 | The tenant is not permitted to lay hard surfaces such as concrete, patios or metal surfaces either on or surrounding the allotment plot without prior permission of the Park Activities and Engagement Team. |
| Maintenance of Buildings | 30 | Where a shed is rented from the Council, the tenant shall maintain in good condition all windows, paintwork and all other fixtures and fittings of the shed. |
| Damage | 31a) | The tenant shall not cause damage, or allow damage to be caused, to any roads, paths, gates, fences, sheds or any other Council property. |
| | b) | The Council is entitled to require any tenant who has caused or is causing damage to repair such damage. If the tenant fails, refuses or neglects to repair such damage within 28 days of the Council requiring him/her to do so, the Council may undertake the work and charge the cost of such works to the tenant. Non-payment of these when demanded will result in termination of tenancy and referral to debt collection agencies. |
| Tenancy termination by Tenant | 32a) | The tenant may give up the allotment plot including any shed on the plot by giving 28 days' notice in writing to the Park Activities and Engagement Team (or less if agreed).
Where a deposit has been paid it will be refunded upon receipt of a request in writing from the tenant to the Park Activities and Engagement Team. Refund of the deposit is dependent upon satisfactory inspection of the plot demonstrating that the tenant has not breached the terms and conditions and has returned all keys. |
| | b) | If the tenant gives up the allotment plot in accordance with clause 32a he/she must ensure that the plot is cleared and returned to Council in a tidy condition. All Council sheds on the allotment plot must be vacated and emptied of all contents and any padlock(s) removed. If the shed is vacated before the expiry of 28 days' notice, the tenant must notify the Park Activities and Engagement Team immediately. Should the tenant fail to vacate |

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

and empty the shed as directed, the Council shall remove and destroy any padlock(s) and any items left by the tenant. Sheds constructed by the tenant must comply with the dimensions outlined in Condition 25c.

- c) The Council reserves the right to recover any costs for remedial work that is required should the tenant leave the allotment plot without rectifying any breaches to the terms and conditions.

Tenancy termination by the Council

- 33a) The Council may terminate the tenancy and require the tenant to vacate the allotment site if any of the following apply:-

- the tenant has not paid rent within 28 days after the date on which it has become due
- the tenant has not maintained the plot in a proper state of cultivation
- the tenant has breached any other term or condition of the tenancy
- The tenant becomes bankrupt or has a receiving order made against him/her or enters into a voluntary arrangement or other agreement with his/her creditors (or if the tenant is an Association on account of its liquidation)

Tenants who have not paid their annual rent within 28 days of the original invoice, will be issued a final reminder giving tenants 7 days to pay, if payment is not made during this period the Council shall be entitled to re-enter the allotment plot without further notice and the tenancy shall be terminated with immediate effect.

Tenants who are breaching any other the terms and conditions will be issued with a warning letter outlining the breach(es). If any such breach is not rectified within 28 days after the date of the letter the Council shall be entitled to re-enter the allotment plot without further notice and the tenancy shall be terminate with immediate effect.

- b) A tenant receives three consecutive warning letters for breaches

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

of the terms and conditions.

- c) Where a tenancy has been terminated tenants shall have seven days following the date of termination to clear their plot, remove all personal belongings and any padlocks and reinstate the plot into a rentable condition, i.e. remove any unauthorised structures, fences, hard surfaces, sheds and greenhouses. If the tenant fails to vacate and empty any Council owned shed, the Council shall be entitled to remove and destroy any padlocks and contents. The Council reserves the right to recover any costs for remedial work that is required should the tenant leave the allotment plot without complying with the terms and conditions of the tenancy.

The Tenant must immediately notify the Park Activities and Engagement Team when the shed has been vacated and padlock(s) removed.

- d) Immediate termination will be issued to tenants who:
- are involved in verbal and physical abuse directed at Council officers, site secretaries or other tenants;
 - have any involvement in criminal acts on the allotment site; and
 - have any gas canisters or cylinders on the allotment plot.

**Notice to Quit
provided by
Council**

- 34a) The Council may terminate the tenancy and re-enter the allotment plot after providing three months' notice to quit in writing to the tenant if the land is required for building, mining or any other industrial purpose (or for roads or sewers necessary in connection with any of those purposes) or if the land is required by Council for the purpose (other than agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision; or
- b) The Council may also terminate the tenancy by giving a minimum of twelve months' notice to quit expiring on or before the sixth day of April or on or after the twenty-ninth day of

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

September in any year.

- c) Where the Council holds an allotment site under a lease, on determination of that lease arrangement, the tenancy of the allotment plot will be terminated. The Council is not obliged to issue a Notice to Quit.

Refund 35 If the Tenant voluntarily relinquishes their allotment plot at any time or their tenancy has been terminated for breach of the Tenancy Agreement Terms and Conditions before the year end, no compensation or refund of any rent paid in advance will be payable by the Council.

Death of Tenant 36 The tenancy shall terminate one month after notification of the death of the tenant. The tenancy will not automatically transfer to a next-of-kin or other person who the tenant may have desired or nominated to succeed to the tenancy; a request for a transfer will have to be made in writing to the Council's Park Activities and Engagement Team.

Tenants are advised that no human or animal ashes shall be scattered on the allotment plot/site.

Change of contact details 37 The tenant must give written notice of any change of address or telephone numbers and email addresses within one month of such change. If the Council does not receive notification from the Tenant and any correspondence to the Tenant's address is returned undelivered, the Council may terminate the allotment tenancy.

Written Correspondence 38a) Any written correspondence, for example, letters, notices, forms etc., from the Council to the tenant, shall be sent by post to the tenant at their last known address (see Condition 37).

- b) Any written correspondence from the tenant to the Council must be either delivered or sent by post to the Park Activities and Engagement Team at the Civic Centre, Silver Street, Enfield or be in form of an Email to the Park Activities and Engagement Team.

ALLOTMENT PLOT TENANCY AGREEMENT

TERMS AND CONDITIONS

Address for Correspondence 39 Enfield Council
Park Activities and Engagement Team
Civic Centre
Silver Street
Enfield
EN1 3XY
Email: parkactivities@enfield.gov.uk

