

ALLOTMENT PLOT TENANCY AGREEMENT

This tenancy is subject to the rules and obligations set out below and should be read in conjunction with the Annex issued to each Tenant. The Council will notify the Tenant from time to time, as to any changes.

DEFINITIONS

The following definitions apply in this Agreement (unless the context requires otherwise). Definitions in this Agreement shall have the same meaning as in the Annex.

Allotment Plot: as defined in the Annex.

Allotment Site: as defined in the Annex.

Annex: the section of the cover letter issued to each Tenant that sets out, amongst other things, the Council's details, the Tenant's details and the Allotment Plot particulars.

Borough: the London Borough of Enfield.

Council: the London Borough of Enfield of Civic Centre, Silver Street, Enfield, London EN1 3XA

Park Activities and Engagement Team: the Council's team with responsibility for the Allotment Site, as per the contact details provided at clause 13 of this Agreement, (subject to any updated details provided from time to time).

Poles: reflecting the size of the Allotment Plot, (with 25 square metres equal to one (1) pole).

Rent: The published applicable rent charge per annum which is subject to annual review by the Council (including any deposit payable on the Tenant first taking an Allotment Plot).

Invoice: the invoice issued annually to the Tenant advising as regards Rent and Water Charges applicable to the Allotment Plot.

Invoice Date: First day of April each year.

Payment Date: 28 days within the Invoice Date.

Water Charges: the disbursement charges for water consumption.

IT IS HEREBY AGREED as follows:

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take the Allotment Plot from the date of this Agreement at the Rent, the tenancy continuing until 31st March in that year and thereafter from year to year until determined in accordance with clause 7 of this Agreement.

2. RENT AND OUTGOINGS

2.1 The Tenant hereby agrees with the Council:

- (a) To pay the Rent, including any increase following the annual review on the Payment Date without any deduction otherwise than allowed by statute;
- (b) IT IS HEREBY AGREED by the parties hereto that notwithstanding the provisions of Section 10 of the Allotments Act 1950 the Rent shall be payable annually in advance on the Payment Date during the tenancy hereby created.

2.2 Outgoings

The Rent and Water Charges may in the future be increased or decreased by the Council at its reasonable discretion, with such changes applying yearly.

3. NUMBER OF ALLOTMENT PLOT(S) HELD

If the Tenant holds more than one allotment plot then the Council may at any time give 12 months' prior written notice to the Tenant requiring the Tenant to give back to the Council the Allotment Plot, this clause shall not be enforced retrospectively.

4. ENTITLEMENT

Tenants of an Allotment Plot who move out of the Borough and who are seeking to retain their Allotment Plot must seek the prior permission of the Park Activities and Engagement Team and in such cases, the Tenant shall be subject to an increase to the Rent and Water Charges in line with the Council's annual published approved fees and charges.

5. INDEMNITY

The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party which occurs within the boundaries of the Tenant's Allotment Plot as a result of the Tenant operating the Allotment Plot. This does not affect the Council's responsibilities relating to duty of care or its responsibilities relating to persons working on behalf of the Council or outside agencies.

6. IMMEDIATE FAMILY

It is hereby mutually agreed by the parties that if upon the death or incapacity of the Tenant it can be shown that the Allotment Plot was cultivated by any member of the Tenant's immediate family (spouse, partner or child) then subject to the Council's discretion and consent and such immediate family entering into an allotment plot tenancy agreement as required by the Council, the Allotment Plot shall be transferred to such immediate family member who must notify the Council within 28 days of the death or incapacity of the Tenant and apply to take over the tenancy in their own right.

7. TERMINATION OF THE TENANCY

This agreement shall terminate:

- a. On the next Payment Date after the death of the Tenant; or

- b. By the Council giving not less than one (1) month's previous notice in writing to the Tenant where an opportunity to remedy the issue is provided if:
- i. the Rent and Water Charges are in arrears for four (4) weeks or more; or
 - ii. if the Tenant has breached a term or condition of this Agreement; or
 - iii. if the Tenant ceases to reside within the Borough, subject to clause 4 of this Agreement; or
 - iv. if the Tenant has not maintained the Allotment Plot in a proper state of cultivation; or
 - v. if the Tenant fails to inform the Council of a change of their address within two (2) months; or
 - vi. if the Tenant becomes bankrupt or has a receiving order made against him/her or enters into a voluntary arrangement or other agreement with the Tenant's creditors (or if the tenant is an Association on account of its liquidation); or
 - vii. if the Tenant receives two (2) non-compliance notices in any three (3) consecutive inspections.
- c. By the Council giving not less than three (3) months' notice to quit in writing to the Tenant if the Allotment Plot 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 Allotment Plot 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.

8. BREAK CLAUSE

In the event that the Tenant wishes to terminate this tenancy earlier than 31st March of any given year, then in such case, notification needs to be provided to the Park Activities and Engagement Team in order that they may undertake checks of the Allotment Plot, which must be returned in good condition, consistent with the Tenant's obligations in this Agreement. and with no arrears owed to the Council. Furthermore, any refund will be discretionary, conditional on compliance with the provisions of clause 14 of this Agreement.

9. COUNCIL RESPONSIBILITIES

The Council shall be responsible for the maintenance to a reasonable standard of allotment infrastructure (including common paths, drainage, water supply) and site boundaries (including fences, trees, gates etc.), save for the avoidance of doubt, any fence erected in compliance with clause 10.7(g) within the Allotment Plot is the Tenant's responsibility.

10. TENANT'S RESPONSIBILITIES

The Tenant hereby agrees with the Council to comply and observe with the following requirements:

10.1 Rent

- (a) To pay the Rent and Water Charges on the Payment Date.

10.2 Use

(a) To use the Allotment Plot wholly or mainly for the cultivation of the production of vegetables, flowers or fruit crops for consumption by the Tenant and/or the Tenant's family.

(b) Not to bring or allow paddling pools and play equipment, including large trampolines and swings, on the Allotment Site.

(c) Not to use the Allotment Site or any part thereof nor allow the same to be used for any commercial, illegal and/or immoral purpose.

(d) Not to use the Allotment Site for family and social/group gatherings.

(e) The Tenant must not extend the boundaries of the Allotment Plot or use extra land outside of the boundary;

(f) The Tenant is not allowed access to the Allotment Site except between the hours of 5.00am and 10.00pm daily in the summertime 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.

(g) Overnight sleeping on the Allotment Plot is strictly prohibited.

(h) 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 Allotment Plot.

(i) 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 of the Allotment Site where applicable or the Park Activities and Engagement Team prior to allowing access on the Allotment Site.

10.3 Cultivation

To keep the Allotment Plot clean, free from weeds and otherwise maintain it in at least 75% cultivation and fertility and in good condition. If for any reason the Tenant is unable to maintain the Allotment Plot for a period of more than six (6) weeks, for example due to illness or holiday, the Tenant or a relative should notify the Park Activities and Engagement Team in writing.

10.4 Nuisance

Not to cause or allow visitors to cause any nuisance, annoyance or harassment or injury to the occupier of any other allotment plot; or cause any damage to or theft from any allotment plot at the Allotment Site.

10.5 Assignments and Underlettings

(a) Not to sublet, nor assign, nor part with the possession or occupation of the whole

or any part of the Allotment Plot;

(b) This Agreement is not transferable and further names may not be added, except in accordance with clause 6.

10.6 Boundary structures

(a) To use best endeavours to protect all hedges, fences, boundaries or gates in the Allotment Site or in adjoining land and any notice-board which has been or may at any time during this Agreement be erected by the Council on the Allotment Plot or the Allotment Site.

(b) To maintain any hedges and fences on the Allotment Plot so as not to cast shade on adjoining allotment plots.

10.7 Buildings

(a) The Tenant is permitted to erect and/ or keep (where already existing) one (1) x Garden Tool Shed and one (1) x Greenhouse / Polytunnel within the Allotment Plot provided that they are compliant with the measures listed below and do not in any circumstances exceed the same and furthermore, provided always that such building is sited more than one (1) metre away from any communal pathways and no glass or asbestos to be contained in such structures. The Council also reserves the right to request for a structure to be removed, if there is concern as to the material used or condition of the structure.

(b) Subject to 10.7(a) above, the Tenant shall not, without the prior written consent of the Council, erect on the Allotment Plot any tool house, shed, greenhouse, fences, ponds, compost bays, gates or any other building or structure whatsoever.

(c) Dwelling houses, chalets, summer houses, verandas and canopies or kitchen facilities are not permitted to be constructed on the Allotment Plot. The Tenant is not permitted to bring caravans or campervans onto the Allotment Site. Glass and Hazardous materials are not permitted on the Allotment Site.

(d) If the Council gives consent to any building or structure at the Allotment Plot, 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 (7ft), height to eaves 1.67m (5ft 6 inches) and height to ridge 2 m (6 ft. 7 in)

Greenhouse/Polytunnel

Length: 2.75 m (9ft), width 2.10m (7ft), height to eaves 1.7m (5ft 6 inches) and height to ridge 2m (7ft 6 inches)

(e) 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 itself and charge the cost of the work to the Tenant to be paid by the

Tenant on demand. Non removal of unauthorised structures may result in the termination of this Agreement.

- (f) The Tenant shall not bring its own toilet onto the Allotment Plot.
- (g) Any fence must be erected inside the Allotment Plot so it does not encroach onto any path set out for the use of the tenants of other allotment plots. The Tenant must use fencing materials and construct the fence no higher than 1.2 metres (3 ft. 11 ins) and to a standard that does not cause any Health & Safety risks.
- (h) The Tenant must not lay hard surfaces such as concrete, patios or metal surfaces either on or surrounding the Allotment Plot without the prior written consent of the Park Activities and Engagement Team.

10.8 Barbed Wire

Not to use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the Council for the use of occupiers of the allotment plots – this restriction equally applies generally to all areas of the Allotment Site.

10.9 Restriction on Trees / Plants

- (a) Not without the written consent of the Council, to plant or allow to establish any trees except for fruit trees or bushes planted for the production of fruit.
- (b) To keep fruit trees or bushes at a maximum height of three (3) metres and all tree branches shall remain within the boundary of the Allotment Plot and shall not obstruct any pathways.
- (c) Not to plant any trees, shrubs or other plants likely to be injurious or invasive to adjacent plots.
- (d) The Tenant shall not, without the prior written consent of the Council, cut, prune, remove or interfere with any timber or trees outside the boundary of the Allotment Plot. The Tenant must ensure that any trees, shrubs or vegetables (e.g. bean poles) planted on their Allotment Plot are regularly maintained and do not overhang onto neighbouring allotment plots, paths or roads.

10.10 Paths

- (a) Not to obstruct or encroach on any path or roadway in the Allotment Site set out by the Council for the use of the occupiers of the allotment plots; and
- (b) Tenants will not obstruct any dividing path between allotment plots and should also maintain these divisional paths to a minimum width of 90cm (2 ft. 11 inches), except where otherwise agreed by the Council. If necessary, tenants will be required to give up sections of their allotment plot for the purposes of footpath reinstatement, if existing allotment plots are to be divided for the use of new tenants.

10.11 Refuse

(a) The Tenant shall keep the Allotment Plot and the surrounding area clear of litter, refuse, or other rubbish and further agrees not to deposit or allow other persons to deposit on the Allotment Plot any refuse or any decaying matter except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the Allotment Site of which the Allotment Plot forms part or in adjoining land; and

(b) Not without the prior written consent of the Council to remove any mineral, soil, stone, gravel, sand, slate, chalk, flints, clay or sub-strata or allow any other person to do so from the Allotment Plot.

10.12 Pets

(a) Not to bring or cause any animals to be brought onto the Allotment Site, save for dogs which must be kept on a lead under control at all times by the Tenant and confined to your Allotment Plot in accordance with the Dangerous Dogs Act 1991 (as amended 1997), the Dogs Act 1871 and the Animal Welfare Act 2006. Dogs must not be allowed to wonder freely, nor should they be allowed to defecate on surrounding plots. All dog waste must be removed from the Allotment Plot and disposed of responsibly.

(b) The Tenant shall ensure that any animal fouling is immediately removed.

(c) Pets are not allowed to live or stay overnight at the Allotment Plot.

10.13 Livestock

(a) Subject to (b) below, not to keep any animals or livestock of any kind on the Allotment Plot unless prior written consent has been granted by the Council.

(b) In the event that a request is made to keep livestock at the Allotment Plot, the Council will consider on a case-by-case basis as to granting agreement for either chickens, ducks, bantams and hens for laying eggs, or quails and if consent is granted, will direct the Tenant as to the relevant provisions to be complied with in connection with such consent.

(c) For the avoidance of doubt, the keeping of any other poultry (including geese, turkeys, roosters, cockerels etc) is prohibited.

(d) Not to feed or leave any food out for foxes.

10.14 Beekeeping

The Tenant may only keep bees on the Allotment Plot in compliance with the following provisions:

(a) The Tenant must be a member of and comply with the guidance of the National (British Beekeepers' Association BBKA) or Local beekeeping association (Enfield & District Beekeepers Association).

- (b) No more than the maximum number of hives set by the Parks Activities and Engagement Team from time to time may be kept in the specified area of the Allotment Plot. The use of smokers is permitted;
- (c) A suitable fine mesh fence or screen must be placed around the area to a suitable height of 6 ft (1.83m).
- (d) The hives must be regularly inspected by the beekeeper for disease and maintained in a correct manner according to the British Beekeepers Association best practice. If the bee inspector confirms the outbreak of a serious bee disease (American Foul Brood, European Foul Brood etc.), the Tenant may have one controlled bonfire to dispose of the hives and the bees provided that the Tenant first obtains prior written consent from the Park Activities and Engagement Team. The Natural Beekeeping approach, top bar hives, and warre hives are not suitable for beekeeping on allotments and must not be used.
- (e) No honey extractions are permitted at the Allotment Plot. Any capped honey or wax removed from the apiary must be in a sealed box. Honey or wax must not be stored on the Allotment Plot.
- (f) The Tenant must set up a water supply for the bees within the Allotment Plot.
- (g) The Park Activities and Engagement Team may require the hives and bees to be removed from the Allotment Plot at short notice the duration of which will be at the Council's discretion or upon receipt of a complaint.
- (h) The Council may withdraw permission for the keeping of bees at the Allotment Plot:
- By giving one (1) month's notice if the beekeeper breaches the terms of this Agreement; or
 - By giving immediate notice if there is any risk to members of the public, including other tenants at the Allotment Site.

Any cost incurred by the Council for the removal of the bees will be payable by the Tenant on demand.

10.15 Chemicals

Not to use on the Allotment Plot any chemical of any description which in the opinion of the Council is dangerous and to comply with:

- All current National, Regional and local regulations; and
- such Council guidelines as notified from time to time.

10.16 Asbestos

Not to use or install onto the Allotment Plot any materials that are covered by the Control of Asbestos Regulations 2012.

10.17 Advertisements

Not to erect any notice or advertisement on the Allotment Plot.

10.18 Bonfires and Barbeques

(a) Subject to (b) below, the Tenant must ensure that no bonfires are lit by the Tenant or any guests or invitees of the Tenant at the Allotment Site.

(b) 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 section 79 of the Environmental Protection Act 1990, (as amended). 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.

(c) The Tenant is strictly prohibited from burning any of the following materials on the Allotment Plot:

- Rubber/Plastics/Foam/Paint;
- Any material originating outside of the Allotment Site/Allotment Plot;
- Any material producing black smoke; and / or
- Any other hazardous material that could cause environmental damage.

(d) The Tenant must not use any flammable material, for example petrol, to assist burning.

(e) Where requested by a Council officer, the Tenant must extinguish any fires immediately.

(f) Barbeques, gas cylinders, gas stoves, ovens, wood burners, cooking and kitchen facilities, flammable materials and accelerators are strictly prohibited from being stored or used at the Allotment Plot. The Council may terminate this Agreement with immediate effect if the Tenant stores or uses any of the aforementioned on their Allotment Plot.

(g) Not to light or allow visitors to light barbeques at the Allotment Site.

10.19 Water

(a) 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. Any cost incurred by the Council for the repair of a water tank will be payable by the Tenant on demand if there is any evidence of vandalism.

(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 and to ensure all water receptacles do not present a hazard.

10.20 Perimeter Gates

To keep perimeter gates at the Allotment Site locked at all times.

10.21 Admittance

(a) To ensure that any person other than the Tenant is accompanied by the Tenant onto the Allotment Plot.

(b) The Tenant shall not enter allotment plots of other Tenants without permission from the tenant or in the case of a vacant allotment plot the site secretary or allotment officer of the Allotment Site.

(c) The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment Plot to any person, other than the Tenant or a member of their family unless accompanied by the Tenant.

10.22 Plot Number

The Tenant must display and maintain as reasonably near to the path of the Allotment Plot the number of the Allotment Plot, the cost of which is to be incurred by the Tenant.

10.23 Inspection

To allow any officer, member of the Council or agent of the Council (including the site secretary of the Allotment Site) to enter and inspect the Allotment Plot at any time.

10.24 Change of address

To give the Council written notice promptly (no later than two (2) weeks) of any change of the Tenant's address, telephone number or email. 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 this Agreement.

10.25 Yielding up

On termination of this Agreement the Tenant will make arrangements for the removal of all personal property within seven (7) days; will pay the Rent due and will return the Allotment Plot keys to the Council. The Tenant must give back the Allotment Plot in good condition, consistent with the Tenant's obligations in this Agreement.

10.26 Disputes

The Tenant agrees that any case of dispute with any other occupier of an allotment plot in the Allotment Site shall be referred to the Council whose decision shall be final. The Tenant shall pay to the Council on demand on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Council and their professional advisors incurred in relation to dealing with any such disputes. The Council will not be able to act on disputes between tenants unless appropriate evidence is provided.

10.27 Observance of Rules

To observe and comply with the rules, regulations and policies of this Agreement and with those which the Council may make at any time in the future, including any local site specific agreements. These may be displayed either on notice boards, gates and or sent with rent invoices/ new tenancy agreements or newsletters.

10.28 Trade

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.

10.29 Weed suppressing materials

The Tenant shall not use carpets, plastic, lino or any polythene material to suppress weeds either on or surrounding the Allotment Plot or on the pathways between the allotment plots.

11. PARKING

(a) Vehicles belonging to the Tenant may be parked on the Allotment Site where space allows and in accordance with local arrangements, provided that the parking of the vehicle is connected with or for a purpose incidental to the use of the Allotment Plot and where the parking of a vehicle is not causing an obstruction to the highway, amenities or use of the Allotment Site;

(b) A maximum speed limit of five (5) miles per hour must be observed for moving vehicles operating on or near to the Allotment Site.

(c) All vehicle engines shall be turned off when stationary and are not allowed to be left on the site overnight.

(d) The Council reserves the right to withdraw this provision at any time as necessary.

12. LIABILITY

The Tenant acknowledges that the Council shall have no liability to the Tenant in respect of any loss or damage caused by accident, fire, theft or otherwise to any items, structures, tools or plants that are owned or stored within the confines of the Tenant's Allotment Plot, except where caused through the Council or its contractors actions or negligence.

13. NOTICE

Any notice required to be given by the Council to a Tenant may be signed on behalf of the Council by a Council officer and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to them there or in the last resort by fixing the same in some conspicuous manner on the Allotment Plot.

Any written correspondence from the Tenant to the Council must be either delivered or sent by post to the Parks Activities and Engagement Team or their successors at Enfield Council, Civic Centre, Silver Street, Enfield EN1 3XA or be in form of an email to the Parks Activities and Engagement Team: parkactivities@enfield.gov.uk.

14. REFUND

14.1 If a Tenant voluntarily relinquishes their Allotment Plot at any time or their tenancy has been terminated for breach of this Agreement before the year end, no compensation or refund of the Rent paid in advance will be payable by the

Council; and

- 14.2 Where a deposit has been paid it may 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 Allotment Plot demonstrating that the Tenant has not breached the terms and conditions and has returned all keys.

15. HARASSMENT AND EQUAL OPPORTUNITIES

- 15.1 The Council may prosecute anyone who produces or displays material which people may find offensive or anyone who threatens, assaults or victimizes a party at the Allotment Site, including the public and Council officers. If the Tenant causes or takes part in discriminatory behaviour, harassment or intimidation at the Allotment Site the Tenant may not only be prosecuted but the Council may give notice terminating this Agreement with immediate effect.
- 15.2 The Tenant is responsible for invitees onto the Allotment Plot. If the Tenant or the Tenant's invitee has been involved in anti-social behaviour or cautioned or convicted of an offence on or in relation to the Allotment Site, then the Council may give notice terminating this Agreement with immediate effect.

16. TENANCY TERMS

- 16.1 This Agreement replaces all previous allotment plot tenancy agreements, if any exist, between the Council and the Tenant.
- 16.2 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 16.3 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.