

# London Borough of Lewisham.

## ALLOTMENTS - Conditions of Tenancy.

### 1. Cultivation and use of allotments

- a. The Tenant must use the allotment as a garden only, and for no other purpose.
- b. The Tenant must use the allotment for the sole purpose of cultivating flowers, fruit, and vegetables for the consumption of family/friends, and not to sell any produce to any third party, or use the allotment garden in any way for commercial purposes.
- c. The allotment must be kept clean, free from noxious plants, reasonably free from weeds, manured, and maintained in a good state of cultivation throughout the year.
- d. When taking on a new plot, at least one quarter of the plot must be under cultivation after three months, and at east three quarters after 12 months, and thereafter.
- e. The Tenant must not plant any tree or shrub that will grow in excess of 6 feet (1.85m) high, and must not allow self-seeded trees to grow on the allotment.
- f. The Tenant must not grow any crops for which compensation may be payable at the end of the tenancy.
- g. The Tenant must keep the allotment plot at all times within the prescribed boundaries and not extend the area of the plot beyond those boundaries.
- h. The Tenant must keep hedges within the boundaries of their plot, properly cut and trimmed and any fences/gates/ditches within the boundary properly cleaned and maintained.
- i. The Tenant is required to cultivate the allotment on a regular basis. If for any reason the Tenant is unable to maintain the allotment for a prolonged period of time, for example, due to illness, then the Tenant or a relative should notify the Association.
- j. The Tenant must not use the allotment as a place of residence and/or sleep overnight.
- k. Children and minors are welcome on the site, but must be supervised by a responsible adult at all times.
- l. Where the allotment is let for communal use, the group leader will be identified and will take responsibility for the management of the allotment and ensuring that all involved are aware of, and adhere to, these conditions.

### 2. Keys.

Tenants will be issued with a gate key, for which a deposit may be charged. This key will remain the property of the Association, and must be returned at the end of the tenancy, when the deposit will be returned.

### 3. Rent

- a. The rent is subject to annual review, and one month's notice, in writing will be given of any increase, such increase being effective from 1<sup>st</sup> April in any year.
- b. The Tenant must pay the rent in full when required under this tenancy. The Council may offer discounts from time to time, to be made on whatever basis the Council decides.
- c. Payment of rent is due immediately on the date of commencement of the tenancy and shall be paid pro-rata proportionately for the period from the date of commencement of the tenancy until 31<sup>st</sup> March . Thereafter the rent shall be paid annually in advance for the period 1<sup>st</sup> April to 31<sup>st</sup> March, by 1<sup>st</sup> April, in each year.
- d. Where water supplies are metered, the Association may make a supplementary water charge which shall be notified to the Tenant and paid at the same time as the rent.

### 4. Termination of Tenancy.

- a. The Council may terminate this tenancy in any of the following events;-
  1. by giving twelve months written Notice to Quit expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
  2. by giving three months Notice to Quit at any time.
    - a. where the Council acquired the site for a purpose other than for allotments, or has appropriated it to another purpose under any statutory provision, or
    - b. if the Council requires the site for building, mining, or any other industrial purpose, or for roads or sewers necessary in connection with any of the aforementioned purposes, or
  3. by giving 28 days Notice to Quit if:-
    - a. the rent is in arrears forty days or more after it has become due whether demanded or not, or
    - b. not less than three months after the commencement of this tenancy the Tenant is in breach of any of the rules of this tenancy.
  4. The Tenant may terminate this tenancy by giving the Council 28 days written notice at any time.
- b. On termination of this tenancy, the Tenant must remove from the allotment all structures and materials and leave the land in a clean and reasonable levelled condition. In the event that the tenant does not comply with this requirement, the Association has the right to remove and dispose of as it sees fit, any crops, trees, buildings, and charge the expenses of this action to the Tenant who shall, on demand, pay to the Association those expenses.

### 5. Nuisance

The Tenant shall not cause or permit any nuisance or inconvenience to the occupier of any other allotment garden, the Association, the Council, or neighbouring properties.

### 6. Barbed Wire.

The Tenant shall not use barbed wire for a fence, or for any other purpose, adjoining any path set out by the Association for the use of the Association or the cultivators of adjoining plots.

## 7. Sub-Letting.

The Tenant must not sub-let the allotment, or any part thereof, nor permit another Tenant or other person to use the allotment for that person's benefit without the prior written consent of the Association.

## 8. Pathways.

a. Plots adjacent to the perimeter fence of the site must be kept clear to a minimum of 18 inches (45cm) to the fence.

b. The Tenant shall maintain all paths adjoining the allotment in good condition, free from weeds, properly cut and trimmed, but shall not reduce, or permit, or cause any subsidiary path to be reduced to less than 18 inches (45cm), and no main path shall be reduced to less than the original width thereof when staked out by the Association.

c. The Tenant must not permit any canes/plant supports or markers to encroach onto or over boundary paths. This does not include non-boundary paths which the Tenant may have created within the allotment.

## 9. Sheds, Buildings., and Structures.

a. No buildings, walls or structures may be put up on an allotment by the Tenant, except for a shed or greenhouse not permanently fixed to the ground, and not exceeding 6' (185cm) in height, 6' (185cm) in width, and 8' (240cm) in length, constructed of suitable materials so as not to present an unsightly appearance and ensuring the health and safety of other Tenants and persons on site is not compromised.

b. Any shed or greenhouse which is permitted under clause 9a above, must be maintained in good rear and condition to the satisfaction of the Association and if the Association is not satisfied with the state of repair, may order the Tenant to remove the shed or greenhouse.

## 10. Dogs.

Dogs must not be brought onto the allotment or any part of the site unless they are on a lead and kept under control and within the confines of the Tenants own plot.

The Tenant must ensure the prompt and responsible removal and disposal of any and all dog faeces.

## 11. Livestock/Bees.

The keeping of livestock (including chickens and bees) shall be subject to the consent of the Association and to such conditions that the Association may from time to time impose. Prior permission and written consent must be obtained from the Association.

## 12 Trees/Soil.

The Tenant must not cut, fell, or prune any timber trees on the allotment, or take, sell, or carry away any soil, mineral, gravel, sand, or clay.

## 13 Plot Numbers.

The Tenant must provide a clearly displayed and maintained plot number and ensure it's visibility at all times, on, at, or near the vicinity of the entrance to the plot.

#### 14. Use of Water.

- a Only hand-held hoses are permitted, **SPRINKLERS ARE PROHIBITED.**
- b Any restrictions imposed by the water suppliers **MUST** be adhered to.

#### 15. Ponds and Water Butts.

- a Small wildlife ponds may be permitted but written consent from the Association must be obtained, and the pond must be covered with hard wire and secured safely to prevent any hazard to young children.
- b Ponds must be of a temporary nature, and should not be constructed out of concrete or any other hard landscape materials.
- c Water Butts or other receptacles on the allotment must be securely covered at all times.

#### 16. Bonfires.

- a Bonfires are discouraged on all sites. Waste material should be composted where possible. Should a bonfire be necessary then these are only permitted between 1<sup>st</sup> October and 31<sup>st</sup> March, and are solely for disposal of dry, or diseased plant materials. Painted timbers or plastic items and any other non-plant materials must not be placed on bonfires.
- b Fires should not be allowed to cause a nuisance to neighbouring residents and under no circumstances should they be left un-attended. Persons causing a nuisance may be liable to prosecution under the Environment Protection Act of 1990.

#### 17. Rubbish.

- a The Tenant should not bring items onto the allotment unless they are used for gardening purposes and on condition that those items are removed from the site when no longer in use.
- b The Tenant shall keep the allotment and the surrounding area clear of litter, refuse, or other rubbish. Tenants are encouraged to re-cycle and/or re-use materials in an environmentally friendly manner.
- c The Tenant must not deposit or allow to be deposited, on any part of the allotment, any refuse, household waste, or decaying matter of any description except manure and compost in such quantities as may reasonably be required for use in cultivation.

#### 18. Herbicides and Pesticides.

When using any sprays or fertilisers the Tenant must:

- a Ensure that any chemicals and/or pesticides are applied in accordance with the manufacturers guidelines and be approved products.
- b take all reasonable care to ensure that adjoining hedges, trees, and crops are not adversely affected and the Tenant must make good or replant as necessary should any damage occur, and-
- c So far as is practical select and use chemicals, whether for spraying, seed dressing, or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds, and other wildlife, other than vermin or pests, and ensure that all use of chemicals is strictly restricted to the allotment and is not allowed to encroach on adjoining allotments or the surrounding area.
- d Store and dispose of any chemicals and/or pesticides safely and securely and in accordance with the manufacturers guidelines.

## 19. Inspection.

The Tenant agrees that any officer or agent of the Council or of the relevant Association may enter and inspect the allotment (and any shed or greenhouse on it) at any time, and the Tenant must give whatever access is required by them.

## 20. Unauthorised Persons

- a Only the Tenant, or a person authorised by the Tenant is allowed on the site.
- b The Association may order any person wrongly allowed on site in breach of these rules to leave immediately.

## 21. Change of Address. And Notices.

The Tenant must immediately notify the Association in writing of changes in address, or telephone numbers.

Notices to be served on the Tenant (including for the avoidance of doubt, any notice to terminate this tenancy), shall be:-

- a Sent by post to the last known address of the Tenant, OR
- b Served on the Tenant in person, OR
- c Left on the relevant allotment plot.

Notices served in accordance with the provisions above shall be deemed sufficiently served on the Tenant.

Notices served by the Tenant (including for the avoidance of any doubt, any notice to terminate the tenancy) shall be sent to the Membership Secretary of the Association at the address as notified to the Tenant from time to time.

## 22. Legal Obligations

The Tenant must at all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment

## 23. Code of Conduct.

The attached Code of Conduct forms part of the Tenancy Agreement and the Tenant shall comply with it. The Council reserves the right to amend the Code of Conduct from time to time and any amended Code of Conduct shall be binding upon the Tenant following the service of a copy of the amended Code of Conduct on the Tenant.

## 23. Disputes.

Disputes between Tenants or between Tenant and the Association, shall be resolved by the Council, whose decision will be final.