

Name	Allotment
Address	Plot
	Site

## **ALLOTMENT AGREEMENT**

This Agreement is made between the MAYOR and BURGESSES OF THE LONDON BOROUGH OF CROYDON (hereinafter called the Council) and [Name] (Hereinafter called the Tenant). The Council agrees to let as from [Date] be used by the tenant as an Allotment Garden, and the tenant agrees to hire [plot No ] provided for/by the Council, and containing [ m<sup>2</sup>] (or thereabout), situated at [**Site name**] (hereinafter called the Allotment Garden), at the Yearly Rent set by the Council or a Proportional Rent based on the period which the tenancy may extend

### **Interpretation:**

**“Allotment Garden”** means an allotment not exceeding forty rods (1000m<sup>2</sup>) in extent which is wholly or mainly cultivated by the tenant(s) for the production of vegetable or fruit crops for consumption by himself/herself/them or his/her/their family and for no other purpose.

**“Allotment Rules”** means all Council documents setting out the rules and conditions that will govern the letting of an Allotment Garden and forms part of the Allotment Tenancy Agreement. These rules are subject to amendment from time to time and are accessible on the Council’s website or can be provided on request. In the event of a conflict between the Allotment Rules and the Allotment Tenancy Agreement, the Allotment Tenancy Agreement will take priority.

**“Allotment Site”** means a collection of the Allotment Gardens within the same location.

**“Allotment Tenancy Agreement”** means this contract between the Council and the tenant in relation to the letting of an Allotment Garden.

**“Notice to Cultivate”** means a notice to the plot holder to improve the state of their plot within 40 days should it be in breach of the conditions below.

**“Notice to Quit” and “Termination Notice”** means written notice given by the Tenant or the Council that the Allotment Tenancy Agreement will end for reasons stated within the notice. It will include a notification for the plot holder to collect any personal belongings on the Allotment Site and/or plot within a specified number of days before vacating their plot and the Allotment Garden. The Council shall have a right of re-entry upon the expiry of such written notice.

**“Proportional Rent”** means the amount to be paid that is linked to the duration of the tenancy. Where the Tenancy Agreement is entered into between 1st October and 31st March, full rent will apply. Where it is entered into between 1st April to 30th September, 50% of the rental price will apply. This is applicable only to full and half size plots.

**“Yearly Rent”** means the amount of rent set by the Council as shown in any Allotment Tenancy Agreement renewal letter and payable in accordance with condition (1) below. The Council reserves the right to increase the rent on and from the 1st October in any year, giving not less than 6 months written notice.

## **THE TENANT SHALL:**

- (1) Pay the Yearly Rent for each Allotment Garden, in advance on 1<sup>st</sup> October (and where applicable the Proportional Rent at the relevant time).
  - (a) The tenancy continues from year to year by the Tenant paying the Yearly Rent by 1st October.
  - (b) The Council reserves the right to increase the rent on and from the 1<sup>st</sup> October in any year, giving not less than 6 months written notice.
- (1.1) Should the Tenant terminate this Allotment Tenancy Agreement in accordance with the Termination of Tenancy provisions below, refunds will be as follows:
  - (a) If terminated within 14 days of the Allotment Tenancy Agreement start date a full refund can be paid
  - (b) If terminated before 31 March, a 50% refund can be paid
  - (c) If terminated after 1 April, no refund will be made.
- (2) Keep the Allotment Garden clean, in good condition, free from weeds and in a good state of cultivation and fertility. Suitable cultivation is considered as:
  - (a) At least 25% cultivated within the first 3 months of commencing the tenancy
  - (b) 25% may be used for other horticultural leisure purposes (lawn, flowerbeds, temporary structures, approved animal runs).
  - (c) More than 75% (not including temporary structures) cultivated within the first 12 months;
  - (d) Beyond the first 12 months of commencing the tenancy, will continue to cultivate at least 75% (not including temporary structures) of the area of the Allotment Garden for the production of edible crops;
- (3) Not keep on the Allotment Garden any carpet or other covering other than weed suppressant membranes for that purpose
- (4) Not bring, store or use on the Allotment Garden any dangerous, harmful, polluting or contaminating substances.
- (5) Take proper precautions when using sprays or fertilisers to minimise any adverse effects on the environment and comply at all times with current regulations;
- (6) At all times keep free from obstruction a margin of at least 23 centimetres (9 inches) wide on all sides of the Allotment Garden
- (7) Be responsible for maintaining the margin, to allow the provision of an inter-plot footpath of at least 43 centimetres (18 inches) wide between the Allotment Garden and other adjacent Allotments Gardens, and between the Allotment Garden and the Allotment Site boundary.
- (8) Not cause any nuisance or annoyance to the occupiers of any other Allotment Garden, nor the occupiers of any neighbouring property. Nor obstruct or encroach upon any path set out by the Council for the use of the Tenants of the other Allotment Gardens.
- (9) Not plant any trees or shrubs so as to overhang or interfere with any other Allotment Garden or any path, roadway or boundary on the Allotment Site.
- (10) Not plant or permit to grow on the Allotment Garden any trees which produce non edible fruit.
- (11) Not use any **hosepipe** for the purpose of obtaining water from the Council's supply (other than in accordance with such rules as the Council may establish from time to time), and shall pay the Council for the use of water supplied to the Allotment Garden (already included as part of rental);
- (12) Not construct a pond, bury a tub, tank or bath below ground level and not construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.

- (13) To cultivate the whole of the Allotment Garden personally and not underlet, assign, exchange or part with the possession of the allotment, or any part of it, without the written consent of the Council;
- (14) Not cut or prune any timber of trees, or take, sell, or carry away any turf, mineral, gravel, sand or clay without the written consent of the Council;
- (15) Keep every hedge that forms part of the Allotment Garden properly cut and trimmed, and maintain and keep in repair any fences and gates on the Allotment Garden.
- (16) Not use any barbed wire or any other fencing material that may cause injury on a fence or as a fence adjoining any path set out for the use of the Tenants of the Allotment Gardens.
- (17) Not erect any structures without the written consent of the Council. Such consent is subject to compliance with the Allotment Rules for temporary structures on Croydon Council allotments, a copy of which shall be provided with any consent. Structures will be the Tenant's responsibility and must be maintained at all times in a safe, secure, neat and tidy condition. The Council may at any time withdraw permission on due notice being given and the structure shall be removed at the tenants expense upon this notice, or termination of the agreement.
- (18) Not dispose of any rubbish or waste on any part of the Allotment Site. Rubbish or waste must be disposed of correctly. Vegetation or organic matter should be composted where possible. Under no circumstances must rubbish or waste be deposited on any other part of the Allotment Site.
- (19) Not deposit or permit to remain on the Allotment Site any decaying matter, this includes burying dead animals (except manure and compost as may be reasonably required for use in cultivation) or place any such matter on any other part or adjoining part of the Allotment Site;
- (20) Not light *bonfires* on the Allotment Site other than outlined in the Allotment Rules for Bonfires;
- (21) Not conduct any trade or business on the Allotment Garden or any part thereof;
- (22) Observe and perform, so far as they concern the Allotment Garden, all covenants and conditions of the lease (if any) under which the Council hold the land;
- (23) Observe and perform any other special condition which the Council may consider necessary in order to preserve, develop or improve the Allotment Garden and the Allotment Site.
- (24) Not erect or place any children's swings, climbing frames, slides, paddling pools or similar on the Allotment Garden or Allotment Site without the written consent of the Council;
- (25) Bring vehicles onto allotments, unless for the purpose of collections or deliveries only. Vehicles brought onto the Allotment site are at the owner's risk.
- (26) Not keep any livestock (including rabbits, hens, bees) at the Allotment Garden or Allotment Site without written consent of the Council. Such consent is subject to compliance with the Allotment Rules for keeping livestock and beekeeping on Croydon Council allotments, a copy of which shall be provided with any consent.
- (27) Not bring other pet(s) (dog, cat or otherwise) to the Allotment Site unless they are kept under control and within the confines of the Allotment Site and it does not cause a nuisance or annoyance and all faeces are removed from the Allotment Site.
- (28) Not use any pest control devices, substances or methods without the written consent of the Council.

## **TERMINATION OF THE TENANCY:**

- (29) Any member, officer or Contractor of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden in order to review or carry out any works required on the Allotment Site;
- (30) Termination of a tenancy of an Allotment Garden will occur:
- (a) if a Tenant provides thirty days' written notice to the Council at the address at the bottom of this Allotment Tenancy Agreement; or
  - (b) if a tenant provides thirty days' written notice to the Council at the address at the bottom of this Allotment Tenancy Agreement in order to transfer to a Joint Tenancy Agreement; or
  - (c) by the Council giving not less than 12 months' written Termination Notice to expire on or before the 5<sup>th</sup> day of April or on or after the 29<sup>th</sup> day of September in any year; or
  - (d) by the Council giving not less than 3 months' written Termination Notice expiring at any time:
    - i. where the Council requires the Allotment Garden for any purpose for which it was acquired by the Council (other than use of the Allotment Garden for agriculture) or has appropriated them to another purpose under statutory provision, or
    - ii. if the Council requires the Allotment Garden for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of the aforementioned purposes; or
    - iii. where land is let by a corporation or company who are owners or lessees of a railway dock canal water or other public undertaking and the land is required by the corporation or company for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the corporation or company or has been appropriated under any statutory provision provided always that in a case of an emergency less than 3 months' notice may be given
  - (e) by the Council giving 30 days' written Termination Notice or Notice to Quit if:
    - i. the rent is in arrears 40 days or more after it has become due, whether demanded or not; or
    - ii. if the Tenant becomes bankrupt or compound with his creditors; or
    - iii. the Tenant breaches any of the terms and conditions of this Allotment Tenancy Agreement; or
    - iv. where the Tenant is resident more than one mile out of the borough, district, or parish for which the Allotment Garden is provided; or
    - v. The plot is not cultivated to the required standard for 3 months after commencement of the tenancy
  - (f) by the Council giving 14 days written notice if the plot is not cultivated to the required standard after the end of the period stated in the Notice to Cultivate.
  - (g) In the event of death of the Tenant, members of the Tenant's family will be given time to remove growing crops and other items. The tenancy shall terminate 8 weeks 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 Allotment Tenancy Agreement; a request for a transfer will have to be made to the Council in writing within 6 weeks.
  - (h) If any Tenant(s) is in breach of the Allotment Rules or any other terms and conditions of their Allotment Tenancy Agreement, a Notice to cultivate or Notice to Quit will be served.
- (31) Any notice given by the Council shall be sufficient if signed by the Chief Executive OR other authorised Officers and left at or sent to the Tenant's place of abode or registered email address as appearing in the Council's register of allotments.

- (32) Any notice to be given by the Tenant shall be sufficient if signed by the Tenant and left at or sent by recorded delivery to Allotments, District Centres & Regeneration, 6<sup>th</sup> Floor Zone D, Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA or emailed to [allotments@croydon.gov.uk](mailto:allotments@croydon.gov.uk).
- (33) If both parties consent to a proposed change to the Allotment Tenancy Agreement, the change shall be made in writing and will be signed by, or on behalf of, each of the parties.

I hereby agree to comply with the above rules and regulations

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WITNESS** (should not be a family member or someone residing at the same address as the tenant)

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_ SIGNED \_\_\_\_\_

NOTE: The above conditions may be varied from time to time by Rules made by the Council under the Smallholding and Allotments Act, 1908 and confirmed with the Department for the Environment, Food and Rural Affairs (DEFRA)

