

LONDON BOROUGH OF CROYDON
Allotment Acts 1908 to 1950

ALLOTMENT AGREEMENT

Name _____	PLOT _____
Address _____	

Post Code _____	Allotments

This Agreement is made between the MAYOR and BURGESSES OF THE LONDON BOROUGH OF CROYDON (hereinafter called the Council) and [Enter Tenant's 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. [PLOT NO.] provided for/by the Council, and containing [PLOT SIZE]m² (or thereabout), situated at [Allotment 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 (1000m²) 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 this document setting out the rules and conditions that will govern the letting of an Allotment Garden alongside the Allotment Tenancy Agreement.

“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 the plotholder will be given 40 days to improve the state of their plot should it be in breach of the conditions below.

“Notice to Quit” means the plotholder will be given 10 days to collect any personal belongings on the site and/or plot before vacating their plot and being removed from the allotment garden. The plot will then be offered to the next waiting list member.

“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.

“Yearly Rent” means the amount of rent set by the Council. This is £39 for a full plot and £19.50 for a half plot. The Council reserves the right to increase the rent on and from the 1st October in any year, not less than 6 months written notice.

THE TENANT SHALL:

- (1) Pay rent for each Allotment Garden yearly, in advance on 1st October. The tenancy continues from year to year by the Tenant paying the Yearly Rent by 1 October. If the rent is unpaid by [ENTER DATE] (unless the Council agrees in writing to the contrary) the Tenancy terminates automatically. The Council reserves the right to increase the rent on and from the 1st October in any year, not less than 6 months written notice.

- (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 $\frac{1}{4}$ cultivated within the first 3 months of commencing the tenancy
 - (b) More than $\frac{3}{4}$ cultivated within the first 12 months;
 - (c) Beyond the first 12 months of commencing the tenancy, will continue to cultivate at least $\frac{3}{4}$ of the area of the Allotment Garden for the production of edible crops; the remaining $\frac{1}{4}$ may be used for other horticultural leisure purposes (lawn, flowerbeds).
- (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 Allotments Gardens adjacent thereto
- (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, without the written consent of the Council, cut or prune any timber of trees, or take, sell, or carry away any turf, mineral, gravel, sand or clay;

- (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 buildings without the written consent of the Council. Any buildings 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. No material of a permanent nature must be used in the construction of the foundation, refer to Structure Rules;
- (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 Bonfire rules;
- (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 (animals, poultry or pigeons) at the Allotment Garden or Allotment Site without written consent of the council.
- (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 the address at the bottom of this Allotment Tenancy Agreement. in order to transfer to a Joint Tenancy Agreement; or
 - (c) by giving 12 months' written Termination Notice to expire on or before the 6th day of April or on or after the 29th day of September in any year; or
 - (d) by giving 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 month's notice may be given
 - (e) by giving 1 months' written Termination Notice if:
 - i. the rent is in arrears 40 days or more after it has become due, whether demanded or not; or if the Tenant becomes bankrupt or compound with his creditors; or
 - ii. the Tenant breaches of any of the terms and conditions of this Tenancy
 - iii. where the Tenant is resident more than one mile out of the borough, district, or parish for which the Allotment Garden is provided
 - iv. The plot is not cultivated to the required standard for 3 months after commencement of the tenancy.
 - (f) 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 in writing within 6 weeks.

(g) 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, 6th Floor Zone D, Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA or emailed to parks@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)

*Or such other yearly rent as the Council shall determine giving the Tenant at least twelve months' notice in writing thereof.