



Dated:

The MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

AND

[TENANTS NAME]

AGREEMENT FOR ALLOTMENT GARDEN

Plot No:

Site Name:

**In the London Borough of Haringey
ALLOTMENT GARDEN TENANCY AGREEMENT**

THIS AGREEMENT is made the _____ day of _____ BETWEEN

- (1) The London Borough of Haringey (**'the Council'**) and
- (2) (Name of Tenant) of (address _____) (**'the Tenant'**)

NOW IT IS AGREED as follows

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take the Allotment Garden numbered _____ in the register of allotment gardens kept by the Council and containing approximately _____ square metres (the Allotment Garden) from [_____] at a yearly rent the amount of which will be subject to an annual review by the Council, the tenancy continuing until 31st December in that year and thereafter from year to year until determined in accordance with clause 7.

2. RENT

2.1 The Tenant hereby agrees with the Council

- (a) To pay the rent and any reviewed rent on the dates mentioned below without any deduction otherwise than allowed by statute
- (b) To pay an annual rent ofper 25 sq metres ("the Rent") or part thereof PROVIDED that where the Council is satisfied that the Tenant is entitled to a concessionary rate the annual rent of per 25 sq. metres or part thereof shall be reduced accordingly by the Council to per 25 sq metres or part thereof. 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 First day of January in every year during the tenancy hereby created

2.2 Outgoings

- (a) By way of further rent the Tenant shall pay to the Council the sum of per 25 sq metres or part thereof per annum being the charge for water supply to the Allotment Garden such sum to be payable yearly in advance on the First day of January in every year
- (b) Any such rents and water charges may in the future be increased or decreased by the Council at its reasonable discretion after giving to the Tenant at any time not less than three months notice in writing, which shall take effect as from the First day of January following service of such notice

3. NUMBER OF ALLOTMENT GARDEN(S) HELD

The Tenant may not hold more than one Allotment Garden up to a maximum of 300 sq. metres at any given time, except with the Council's consent. If the Tenant holds more than one Allotment Garden then the Council may at any time give 12 months prior notice to the Tenant requiring the Tenant to give back to the Council the Allotment Garden, this clause shall not be enforced retrospectively.

4. ENTITLEMENT

Allotment gardens within the boundaries of the London Borough of Haringey are intended primarily for use by residents of London Borough of Haringey. Tenants of

an Allotment Garden who move out of the Borough and who are seeking to retain their Allotment Garden shall seek the permission of the authority and shall be subject to a premium rent that equates to 100% above the standard rate.

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 tenants plot as a result of the Tenant operating the Allotment Garden. This does not dilute 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 Garden 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 a tenancy agreement as required by the Council the Allotment Garden shall be transferred to such immediate family member who must apply to take over the tenancy in their own right

7. TERMINATION OF THE TENANCY

This Tenancy Agreement shall terminate:

- a. On the rent day next after the death of the Tenant or
- b. By the Council giving not less than one month previous notice in writing to the Tenant if:
 - c. the rent and / or water charge is in arrears for not less that six weeks or
 - d. the Tenant has failed to remedy any breach of the conditions and agreements following notice given by the Council requiring the Tenant to remedy any such breach of non compliance or
 - e. if the Tenant ceases to reside within the London Borough of Haringey, subject to clause 4, or
 - f. if the Tenant fails to inform the Council of a change of their address within two months or
 - g. if the tenant receives 2 non compliance notices in any 3 consecutive inspections

8. BREAK CLAUSE

This Tenancy Agreement may be determined at any time by the tenant giving one months notice and the Council giving twelve months notice to allow for termination.

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).

10. TENANT'S RESPONSIBILITIES

The Tenant hereby agrees with the Council;

10.1 Rent

(a) To pay the rent and any reviewed rent as before mentioned on the dates mentioned for payment

10.2 Use

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

(b) Not to use the Allotment Garden or any part thereof nor allow the same to be used for any commercial, illegal or immoral purpose.

10.3 Cultivation

To keep the Allotment Garden clean, free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition.

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 Garden; or cause any damage to or theft from any allotment garden.

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 Garden

(b) The 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 of which the Allotment Garden forms part ("The Allotment site") or in adjoining land and any notice-board which has been or may at any time during the tenancy be erected by the Council on the Allotment Garden or the Allotment site.

(b) To maintain any hedges and fences on the plot so as not to cast shade on adjoining plots

10.7 Buildings

Each plot may have one wooden shed or greenhouse with maximum dimensions of 2.5 by 2.0m without obtaining the permission of the council. The structure should be located so as not to cast shade on any other adjacent allotment. Otherwise the tenant agrees:

(a) Not to erect any building or structure on the Allotment Garden without the written consent of the Council provided that consent may not be unreasonably withheld to the erection of a garden shed or greenhouse or poly tunnel the maximum size of which shall be no more than 2.5m by 2.0m (8 ft 3inch x 6ft 6 in) for a garden shed, 2.5m by 2.0m (8 ft 3inch x 6ft 6 in) for a greenhouse and 5m x 3m for a poly tunnel and located so as not to cast shade on any other adjacent garden allotment. If any building or structure erected on the Allotment Garden without the Council's consent the Council may require the Tenant to remove such building or structure from the Allotment Garden.

(b) Not to erect any building or structure on the Allotment Garden using materials which the Parks Service deems unsuitable; these could include corrugated metal sheets, asbestos and bricks.

(c) To keep and maintain all permitted buildings or structures including and not limited to garden sheds, green houses, polytunnels and trading posts in a reasonable and safe condition

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 gardens.

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 metres and all tree branches shall remain within the boundary of the Allotment Garden 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.

10.10 Paths

(a) Not to obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens and

(b) Tenants will not obstruct any dividing path between plots and should also maintain these divisional paths to a minimum width of 60cm (24 inches), except where otherwise agreed by the Council. If necessary tenants will be required to give up sections of their plot for the purposes of footpath reinstatement if existing plots are to be divided for the use of new tenants.

10.11 Refuse

(a) Not to deposit or allow other persons to deposit on the Allotment Garden 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 Garden forms part or in adjoining land

(b) Not without the prior written consent of the council to remove any soil, gravel, sand or mineral.

10.12 Dogs

(a) Not to bring any dog into the allotment site of which the Allotment Garden forms part or cause one to be brought in unless the dog is confined to the Allotment Garden of the Tenant and held on a leash

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

10.13 Livestock

Not to keep any animals or livestock of any kind on the Allotment Garden except for bees, chickens or rabbits, subject to written permission granted by the Council.

10.14 Chemicals

Not to use on the Allotment Garden 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 council guidelines. (appendix 1)

10.15 Asbestos

Not to use or install onto the Allotment site any materials that are covered by the Control of Asbestos Regulations 2006.

10.16 Advertisements

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

10.17 Bonfires and Barbeques

(a) To ensure that any bonfires lit by the Tenant comply with the Council's guidelines appended to this Agreement as (appendix 2)

(b) Not to light or allow visitors to light bonfires or barbeques which cause nuisance and annoyance to other Tenants or neighbours

10.18 Water

(a) Not to use the water supply without due attention to the needs of others

(b) To ensure all water receptacles do not present a hazard.

10.19 Perimeter Gates

To keep perimeter gates locked at all times and to comply with the local arrangements for general access timetable

10.20 Admittance

(a) To ensure that any person other than the Tenant is accompanied by the Tenant on to the Allotment Garden

(b) The Tenant shall not enter allotment gardens of other Tenants without permission from the Tenant or in the case of a vacant allotment garden the site secretary or allotment officer

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

10.21 Plot Number

(a) To display and maintain as reasonably near to the path of the Allotment Garden the number of the Allotment Garden the cost of which is to be incurred by the Tenant.

10.22 Inspection

(a) To allow any officer, Member of the Council or agent of the Council to enter and inspect the Allotment Garden at any time

10.23 Change of address

(a) To inform the Council promptly of any change of the Tenant's address

10.24 Yielding up

(a) On termination of this agreement the Tenant will make arrangements for the removal of all personal property within 28 days; will pay any rent which is due and will return the Allotment keys to the Council.

10.25 Disputes

(a) The Tenant agrees that any case of dispute with any other occupier of an allotment garden in the Allotment site shall be referred to the Council whose decision shall be final.

10.26 Observance of Rules

(a) 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.

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 Garden and where the parking of a vehicle is not causing an obstruction to the highway, amenities or use of the Allotment Garden;

(b) A maximum speed limit of 5 miles per hour shall be observed for moving vehicles operating on or near to the Allotment site;

(c) Where a parking space is required by the Council's Blue Badge holder's priority shall be given to those persons;

(d) All vehicle engines shall be turned off when stationary

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

12. LIABILITY

(a) 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 tenants 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 Garden.

14. REFUND

If a Tenant voluntarily relinquishes their Allotment Garden at any time or their tenancy has been terminated for breach of the Tenancy Agreement before the year end, no compensation or refund of any rent paid in advance will be payable by the Council.

15. TENANCY TERMS

This agreement replaces all previous Allotment Agreements, if any exist, between the Council and the Tenant.

Signed..... Date.....
(Delegated Officer of the Council)

Signed..... Date.....
Delegated Officer of the Council)

Signed..... Date.....
(Tenant)