



# ALLOTMENT TENANCY AGREEMENT

Welcome to Ealing's allotment community. We hope you will enjoy your time on the allotments, make friends and develop your gardening skills as well as producing fine food for your table.

This agreement contains the allotment rules and advice on health and safety. You will be asked to sign a separate document accepting this agreement and describing the plot at the time of letting. Separate agreements cover the keeping of bees, fowl and rabbits.

The best advice frequently comes from fellow gardeners, some of whom have decades of experience; if you're in doubt about how to prepare the ground, make compost or grow a particular vegetable, start by talking to your neighbours. On larger sites there may be an association offering advice (and sometimes practical help, too) and several of these operate members' garden centres catering to your general gardening requirements – they're usually open on Sunday mornings.

Libraries, magazines and the internet are good sources of general gardening advice and seasonal tips – the latter often being particularly useful to the new gardener. The council produces brief guides on a variety of plot management topics (mulching, watering, etc), available from the council's website ([www.ealing.gov.uk/allotments](http://www.ealing.gov.uk/allotments)).

If you're feeling competitive, there are prizes for the best-managed small and large allotment plots in the Ealing in Bloom Competition (posters on site and in libraries advertise entry details) and some associations run spring, summer and autumn flower and produce shows.

Even if you're not the competitive type, it is worth a visit to the shows for the atmosphere. For general enquiries you can also email: [allotments@ealing.gov.uk](mailto:allotments@ealing.gov.uk) or visit [www.ealing.gov.uk](http://www.ealing.gov.uk)

Plot number	Size (Poles)	Site	Rate	Start Date
Your Site manager is			Contact Number	



EALING COUNCIL

# ALLOTMENT RULES

In this agreement, allotment means the sum of all areas of allotment land rented to you (including half of each adjoining path); tenant means you; council means Ealing Council, and site manager means the council appointed site manager or their approved equivalent.

## 1. REVIEW OF CHARGES, SERVICES AND RULES

The council reserves the right to review this agreement and the charges for allotments and services as required. Before making any changes, the council will give you notice of such changes.

## 2. PAYMENT OF RENT AND TERMINATION DUE TO NON- PAYMENT

Allotments are leased annually from October 1st and payment is due in full within 40 days of October 1st. If you fail to pay, your tenancy may be terminated and the allotment re-let without further notice. Ealing offers concessions to its residents aged 60+, claiming unemployment or incapacity benefits, income support or disability allowance, and full-time students. If you are eligible for any of these, please provide evidence annually when you pay your rent. It is the tenant's responsibility to make the site manager aware. The council or site manager will not be able to provide refunds.

## 3. ASSIGNMENT AND SUB-LETTING

You are responsible for the allotment and may not sublet it or pass the tenancy on to anyone else, and you must notify the site manager in writing if you intend to give up your plot.

## 4. USE

You may use the allotment for the cultivation of fruit, vegetables, flowers, and herbs for non-commercial use and not for any other purposes. (For the avoidance of doubt, sale of surplus produce in small quantity shall not be a breach of this rule.) The majority of the allotment must be used for the cultivation of fruit and vegetables; no more than 10% may be covered by sheds and no more than 10% may be laid to lawn or similar. A separate agreement is required to keep bees, fowl or rabbits – subject to site manager approval.

## 5. CULTIVATION

You must keep the allotment in cultivation, keep weeds under control and maintain the soil in a healthy and fertile state. Failure to do so may lead to the issue of an improvement notice from the council. In the event of a failure to comply with the conditions set out in this notice the council may terminate your tenancy on 3 weeks' notice and under the 1950 Allotments Act may seek compensation for the cost of making good any deterioration to the land. In cases of appeals against eviction due to non-cultivation, the council's decision will be final. If you are issued with 3 improvement notices within 3 years, your tenancy may be terminated without further notice.



## **6. INFRASTRUCTURE**

Unless otherwise agreed, the council is responsible for the upkeep of hard standing, water supplies, fences and gates. It is your responsibility to report damage to the site manager.

## **7. PATHS**

You are responsible for maintaining paths bordering your allotment in good order, healthy growth and free from obstruction. A clear passage at least 1 metre wide must be maintained at all times.

## **8. COMMUNAL AREAS**

You are jointly responsible with all tenants on the site for the general maintenance of hedges, ditches, main pathways and other communal areas and features of the allotment site. If maintenance is not carried out, the council may carry out the maintenance and recover the costs incurred from the tenants.

## **9. GATES**

For your safety and the safety and security of others, you must ensure that gates are shut and locked after you use them. You (and the council) could be held liable for any injury sustained by a visitor or intruder if you leave a gate unlocked.

## **10. SHEDS, GREENHOUSES, FENCES, POLYTUNNELS & STRUCTURES**

Sheds, greenhouses, fences, polytunnels and other structures must be in keeping with the location and purpose of the allotments, be in proportion to the plot and must be sited considerately. All structures must be approved by the site manager before construction commences. Concrete bases are not allowed. Failure to obtain approval may result in the structure being removed at your expense.

## **11. WASTE**

You must not take sell or carry away any mineral, sand, earth or clay without the written consent of the council.

## **12. RUBBISH \***

No rubbish may be left anywhere on the allotments. You are responsible for removing all rubbish on your plot.

## **13. TREES \***

Trees on your allotment must be managed so as not to adversely affect the use of neighbouring allotments or paths. You must not cut or prune any timber from trees that belong to the council without consulting the council or your site manager.



## 14. WATER \*

You may not make excessive use of water, tamper with the supply, or connect a hosepipe to the supply. You are responsible for reporting water leaks to the site manager. Where provided, water is normally available from April to October.



## 15. BONFIRES \*

Before starting a fire, please ensure you have read and understood the Council bonfire guidance posted on the allotment or the council website. You may burn dry organic material only, and only when this does not cause a nuisance to others, and may not burn material that gives off noxious fumes or pollutes the soil. You must tend to the fire at all times. You must extinguish the fire if a nuisance arises and must make it safe before leaving the allotment.

Tenants failing to follow the guidelines will be putting their tenancy at risk. In the case of sites located close to surrounding local residences, persistent complaints are likely to lead to a blanket ban on all site bonfires.

If approached by an authorised Council Officer regarding a bonfire problem, plot holders should be co-operative and extinguish their bonfire when asked to do so. If requested, they should provide their full name and plot number. Failure to comply and/or instances of verbal or physical abuse towards an officer may lead to tenancy termination and will be documented to possibly be used in any subsequent court proceedings.

## 16. CHEMICALS \*

Chemicals must be stored in a safe place in their original, labelled containers and be used in accordance with the manufacturer's instructions and current legislation and must not be allowed to spread beyond your allotment. Particular caution must be exercised in the vicinity of ponds, hedges and other wildlife features. Containers must not be rinsed in the dip tanks of the communal water supply.

## 17. NUISANCE \*

You must not cause undue nuisance or annoyance to any other tenant, a site manager or to the occupants of any premises adjoining the allotment site, either through an action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance, or persistent or deliberate action. The Council has a zero-tolerance approach to this rule and any tenant found causing a nuisance may result in the termination of your tenancy.

## 18. DOGS \*

Any dog under your control must not be allowed onto any allotment but your own, and excrement must be removed from the site promptly.



## 19. BARBED WIRE

You must not use barbed wire, razor wire or similar on the allotment.

## 20. DISPUTES

Any dispute between yourself and another tenant must be referred to the council or site manager whose decision will be final.

## 21. SPECIAL CONDITIONS

You must observe and perform any special condition the council considers necessary to preserve the allotment from deterioration of which notice is given to you.

## 22. INSPECTION

Any authorised officer or representative of the council is entitled to inspect any part of the allotment and should have free unrestricted access to the plot.

## 23. LEGAL OBLIGATIONS

You must observe and comply fully with all Acts, statutory instruments, local, parochial or other bye laws, orders or regulations affecting the allotment.

\* Your attention is drawn to

the Wildlife & Countryside Act 1981,  
the Environmental Protection Act

1990, the Antisocial Behaviour Act 2003, and the Clean Neighbourhoods & Environment Act 2005, which provide the local authority with additional powers of enforcement for various allotment rules.

If a fixed penalty or legal notice is served on you, this may lead to the termination of your tenancy.

## 24. ADMITTANCE

Any authorised officer or representative of the council has the right to refuse admittance to the allotment to any person other than the tenant or members of the tenant's family. The tenant is at all times responsible for anyone that they invite onto the allotment.

## 25. TERMINATION

The council may terminate your tenancy:

(a) On failure to pay for your plot in full within 40 days of October 1st your tenancy may be terminated and the allotment re-let without further notice.

(b) by giving 3 weeks' notice in writing, if you fail to comply with rule 5 and at least three months have elapsed from the start or renewal of your tenancy and 3 weeks have elapsed from the issue of an improvement notice. In the case of appeals, Parks Operations Manager's decision will be final.



(c) by giving notice in writing, if you fail to comply with any of the conditions in this agreement other than rule 5. In case of dispute you should write to the Parks Operations Manager at the address overleaf, whose decision will be final.

(d) by giving you 12 months' previous notice in writing expiring on or before 1st April or on or after 30th September in any year.

## 26. NOTICES

Any notice from the council may be served on you either personally or by leaving it at your last known address or letter sent by ordinary post or by fixing the same in some conspicuous place on the allotment. You must immediately inform the site manager or the council of any change of address. Any notice required to be given by you to the council shall be sufficiently given if signed by you and sent in a post-paid letter to the site manager or the council.

## YOU AND YOUR PLOT

If you want to discuss anything about your tenancy, you will need to know the plot number and the name of the site; these are found on the front page, as is the name of your main contact – usually the local site manager.

The plot size is measured in poles (a pole is roughly 25 sq. m or 30 sq. yards) and includes half the width of each adjacent path. As a tenant, you are responsible not just for your plot and the paths around it and for your visitors, but also jointly with the other tenants of the site for the maintenance of communal areas such as hedges, ditches and major paths.

Please inform your site manager of any change of address or email address, as either may be used for the council's communications. Please keep this agreement handy for future reference.

## ALLOTMENT HEALTH & SAFETY



**An allotment tenant has a legal duty of care to others, requiring that the plot is maintained and used safely. You could be sued for failing in this duty.**



## **I. PATHS**

Ensure that paths are not obstructed at any time; do not put stones on paths as these may fly up when the paths are strimmed; do not use weed killer or put wood chippings or carpet on grass paths as these will cause the paths to deteriorate; and keep grass paths trimmed so that the route is obvious. Any drainage ditches dug alongside paths should be kept clear of long grass and made visible to people using the paths.

## **II. CANES AND POSTS**

Canes and narrow posts should be capped to avoid eye injury - an upturned plastic water bottle will do. Short metal posts should not be used near paths – they may cause a passer-by to trip.

## **III. PONDS**

Ponds must be located away from paths and surrounded by material (plants, etc.) to offer the least possibility of accidents.

## **IV. POWER AND HAND TOOLS**

Before using a power tool, ensure you are familiar with the instructions and use the recommended safety wear. Remember that a strimmer/brush cutter can throw a stone 15 metres, or over 3 plots. Whilst operating equipment, particularly on or adjacent to paths, be aware that others may walk up behind you without realising that you can't hear their approach. Do not leave tools lying on the path. Ensure that blades are sheathed or stored in a safe place when not in use. Lay rakes on the ground point-side down.

## **V. GARDENING CHEMICALS**

Keep all chemicals in their original, labelled containers and follow the instructions carefully. Store the chemicals in a safe place, preferably out of the reach of children.

## **VI. MANURE**

Horse manure and other manures should be composted for at least six months to avoid contamination of the soil by veterinary products.

## **VII. PETROL, PARAFFIN AND GAS**

If you use a petrol-powered tool, bring sufficient fuel for your requirements and take away any fuel left over. If you use LPG gas to boil water, do not keep spare cylinders in the same area. If you have a paraffin greenhouse heater, make sure there are no flammable materials nearby.

## **VIII. BROKEN GLASS & SIMILAR HAZARDS**

Wrap broken glass in newspaper and dispose of it and other hazards, e.g. scrap metal, safely away from the allotments.



## IX. ASBESTOS CEMENT

Asbestos cement can be made safe by first thoroughly wetting it and, using gloves, wrapping it in plastic, avoiding any further breakage. Seal, label and store the bag on your plot where it is unlikely to be disturbed. Report it to your site manager so that collection can be arranged. Never bury asbestos cement or dispose of it anywhere on the allotments.

## X. BONFIRES

Do not use petrol to start a bonfire, and tend the fire at all times to ensure it doesn't get out of control. Please refer to the Council bonfire guidance posted on the gate or noticeboard, also available online.



## XI. GIANT HOGWEED

Giant Hogweed is often found close to rivers and canals. It contains a substance within its sap that makes the skin sensitive to ultraviolet light. This can result in severe burns, swelling and painful blistering. Contact occurs either by brushing against the bristles on the stem or breaking the stem/leaves. In the event of contact with the sap, the skin should be covered to reduce exposure to sunlight and washed immediately and thoroughly with soap and water, use protective clothing if you plan to dig it out.

**If Japanese Knotweed is found, advise your site manager. Do not attempt to treat it yourself and risk transferring it to other properties. The Council has several resources available to manage this invasive species.**

## XII. FOR VISITORS

Remember that you are responsible for your visitors at all times. Please draw their attention to these points: Allotment paths are often crooked and uneven so be careful where you walk, and in particular watch out for obstructions that may be obscured by vegetation. Don't stray off the paths: soil which appears firm may be recently dug and thus soft; there are many ponds, some small; netting and fine cord (used to deter birds) may be invisible to the naked eye; broken glass is common. Never approach someone who is using a power tool, particularly if they are wearing ear defenders: they are unlikely to be aware of your approach and may swing round and catch you with a cutting blade or similar. Do not touch the ash of a bonfire: it can retain a high temperature for hours, even after heavy rain.

# ADVICE/THE COUNCIL

If a serious issue requires prompt investigation or action (for instance, a tree in a potentially dangerous state) this should be reported to the council's contact centre on (020) 8825 5000, giving the allotment site name and approximate location of the danger.

The council is responsible for ensuring proper use of the allotments, and carries out inspections to this end. If you believe a plot is not being properly used, please report this to your site manager.

