ALLOTMENT AGREEMENT

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; the Council means Ealing Council, and Site Manager means the Council appointed volunteer Site Manager or their approved equivalent.
Your Agreement is made up of:

- These Allotment Rules and Health and Safety Rules,
- the Council's Allotment Cultivation Guidelines and
- Your signed Allotment Tenancy Confirmation
- Plus any agreements covering the keeping of bees, rabbits and fowl (chickens and ducks • if you wish to keep any other type of bird you must first receive written permission from the Site Manager.)
- If you are found to be in breach of any of the allotment rules you may be issued with a Breach of Rules notice by the Council.
- Note that your site may have additional rules and/or policies. You will be informed of and provided with them when you sign your Allotment Tenancy Confirmation.

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 in your Allotment Tenancy Confirmation, as is the name of your main contact – usually the 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 postal address or email address, as either may be used for the Council's communications.

Please keep your Agreement handy for future reference.
For general enquiries you can also email: allotments@ealing.gov.uk or visit www.ealing.gov.uk and search for allotments.

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www.ealing.gov.uk

ALLOTMENT RULES

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

- A Tenant may only rent:
  up to 10 poles (250 sq m.) or the maximum size of a single plot if greater on a site and only on one allotment site.
- 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 Council offers concessions to its residents who are:
- aged 60+ or
- in receipt of a government benefit or
- 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. Only the Tenant may apply for a concession.

- the Council or Site Manager will not be able to provide refunds.
- Your Site Manager will advise you of your annual rent and payment method(s) you must use.
- If your site has no Site Manager, the Council will post a notice on your site's gate(s).
- You must be able to provide evidence of payment to your Site Manager or the Council upon request.

3. ASSIGNMENT AND SUB-LETTING

The allotment is intended for the use of yourself and your household. You are responsible for the allotment and may not:

- sublet it
- share it with anyone else
- give the key to anyone else outside of the household other than during holidays or sickness.
- pay anyone else to cultivate it for you
- pass the tenancy on to anyone else

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.)
- No more than 10% may be covered by sheds and no more than 10% may be laid to lawn or similar. If either of these are found to be larger than 10% you may be asked to reduce them or the structures may be removed at your expense.
- You must not use your plot as a place of residency. If you wish to stay overnight on your plot you must first gain approval from the Site Manager.
- 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, in accordance with the latest version of the Council's Allotment Cultivation Guidelines, generally keep weeds under control and maintain the soil in a healthy and fertile state. Failure to do so may lead to the issue of a Non-Cultivation notice from the Council (provided that a Non-Cultivation notice can only be issued if at least three months have elapsed from the start of your tenancy).
- In the event of a failure to comply with the conditions set out in a Non-Cultivation notice, the Council may terminate your tenancy by issuing a Notice To Quit 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 Non-Cultivation and/or Breach of Rules notices within any 3 year period, your tenancy shall be terminated without further notice or right of appeal

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. You may not employ independent tradespeople to make alterations or repairs to any site infrastructure.

7. PATHS

- You and your neighbours are jointly 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.
- Communal paths must not be covered in floor covering/matting, woodchip, gravel or slabs or tampered with e.g. by digging drainage ditches across them. For the avoidance of doubt, the above also applies where those paths adjoin communal areas.
- Ditches must not be dug where your plot meets a communal path
- Weedkiller must not be used on paths.





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. You must take reasonable steps to avoid disturbance to any dedicated wildlife areas, ponds etc.

9. GATES AND PERIMETER FENCES

- 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.
- Where your allotment borders on to a garden of an adjoining house, you may not make any gate or opening in the fence, nor climb over the fence to gain access.
- The Site Manager or the Council may, at their discretion, install CCTV/Wildlife cameras to aid with the security of the site.

10. STRUCTURES INCLUDING SHEDS, FENCES, GREENHOUSES, POLYTUNNELS

- You must seek Site Manager approval before erecting or moving any structure on your allotment.
- You must clearly state the exact location, dimensions and use of the structure when seeking approval.
- All structures must :
    - be structurally sound,
    - meet all Health & Safety standards,
    - be in proportion to the plot,
    - be sited considerately so as not to shade neighbouring plots and at least 1m from shared paths.
    - be in keeping with the location and purpose of the allotments.
- Only concrete bases that can easily be manually removed are allowed.
- Greenhouses, Polytunnels or similar covered growing spaces greater than 10% of the plot area may be erected, provided they are used for cultivation and not storage.
- A maximum of 5% of the plot size can be uncultivated inside a greenhouse or a polytunnel.
- Failure to obtain permission and approval or to erect a structure not meeting the agreed criteria may result in the Tenant being asked to remove the structure or it being removed at the Tenant's expense and a Breach Of Rules notice may be issued.

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, GREEN WASTE, BUILDING MATERIALS * (for rules with * see rule 23 below)

- No rubbish, green waste or building materials may be left anywhere on the Site (including paths or communal areas) other than on your plot.
- Green waste should be limited to a reasonably sized compost heap (as a guide 1 cubic

metre per pole is a maximum.)

- No compost heaps should be built against walls or adjoining fences or structures not belonging to the plot holder.
- You must not store excessive amounts of building materials (max 5 sq m) and for no longer than one season. After this period you may be asked to remove it by the Site Manager. You are responsible for removing all rubbish and excess green waste on your plot on a regular basis, or when asked to do so by the Site Manager.

13. TREES *

Trees on your allotment must be managed so as not to adversely affect the use of neighbouring allotments,paths or houses and gardens that border the Site. The maximum height permitted for any tree on a plot is 2.4 metres.
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, misuse it, or connect a hosepipe to the supply.
- Dirty or contaminated items must not be washed in dip tanks
- You are responsible for reporting water leaks to the Site Manager.
- Where provided, water is normally available from April to October.
- You must not turn on the mains water supply without permission from the Site Manager

15. BONFIRES *



You must follow the Council's Bonfires and Smoke Control guidance which is available on the Council's website. A copy of this is available from your Site Manager on request. Your Site may also have additional restrictions, so you must check with your Site Manager before you light a bonfire.

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. Weedkiller, metaldehyde slug pellets and synthetic insecticides must not be used.

17. NUISANCE *

You must not, whether through carelessness, ignorance, or persistent or deliberate action, do any of the following:

- Cause undue nuisance or annoyance to any other tenant or the Site Manager or occupants of any premises adjoining the allotment site.
- Use rude, offensive or threatening behaviour to any other tenant or the Site Manager or occupants of any premises adjoining the allotment site.
- Behave in an anti-social manner towards any other tenant or the Site Manager or occupants of any premises adjoining the allotment site.
- Assault any other tenant or the Site Manager or occupants of any premises adjoining the allotment site.
- Enter and/or cause damage to or interference with other tenants' plots or property or householders' property bordering the site.
- Take anything from another plot, a path or any communal areas without permission from the owner or the Site Manager
- Post anything on social media that causes the same as above.

The above also applies to your household and your visitors, including children.
You must turn down or switch off music or any other form of audio if asked to do so by another tenant or the Site Manager.
The Council has a zero-tolerance approach to this rule. Should any tenant breach this rule, their tenancy may be terminated.

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. Dogs must be kept on a lead at all times.

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. Any dispute between yourself and the Site Manager must be emailed to allotments@ealing.gov.uk or in writing to Parks Manager, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL

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 without permission or notice. You must allow them access to any locked sheds or structures on request.

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 Ealing Council 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 who is at all times responsible for anyone that they invite onto the allotment including children.

25. TERMINATION

the Council may terminate your tenancy:

(a) On failure to pay for your plot in full within 40 days of October 1st and the allotment re-let without further notice.
(b) by giving 3 weeks' written notice of termination, if you have failed to comply with a Non-Cultivation notice under rule 5 within the 3 weeks specified. In the case of appeals, the Council's decision will be final.
(c) by issuing a Breach Of Rules 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 email the Parks Manager at allotments@ealing.gov.uk or write to Parks Manager, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL whose decision will be final.
(d) by issuing a Serious Breach Of Rules notice in writing for any action which may result in a police prosecution in which case your tenancy may be terminated without further notice.
(e) 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, by email or by sending it to or leaving it at your last known address 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 postal or email address.





ALLOTMENT HEALTH & SAFETY RULES



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. CANES AND POSTS

Canes and narrow posts should be capped (e.g. an upturned glass or plastic bottle) to avoid eye injury. Short metal posts should not be used near paths – they may cause a passer-by to trip.

II. PONDS

Ponds must be located away from paths and surrounded by material (plants, etc.) to offer the least possibility of accidents. Children must be accompanied by an adult at all times when visiting pond areas

III. POWER AND HAND TOOLS

Before using a power tool, ensure you are familiar with the instructions and use the recommended safety wear. 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.

IV. 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.

V. MANURE

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

VI. 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 parafin greenhouse heater, make sure there are no flammable materials nearby.

VII. 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

VIII. 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.

XI. BONFIRES

Do not use petrol to start a bonfre, and tend the fire at all times to ensure it doesn't get out of control. Please refer to the Council's Bonfire and Smoke Control Guidance and your site's local bonfire rules.

X. 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 wate. Report any plants found to the Council.



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.

XI. VISITORS

Remember that you are responsible for your visitors, including children, 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.
- Visitors should not walk onto other people's plots.
- Don't stray off the paths: soil which appears firm may be recently dug and thus soft
- There are many ponds, some small and not easy to see
- 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.



