

**London Borough of Newham
Allotment Tenancy Agreement**

THIS AGREEMENT is made on the XXXXXXXXXXXX **BETWEEN**

- (1) the London Borough of Newham (“the Council”) of Newham Dockside, 1000 Dockside Road, London E16 2QU and
- (2) XXXXXXXX of XXXXXXXXXXXXX.

NOW IT IS AGREED as follows:-

1. Agreement to let

The Council agrees to let and the Tenant agrees to take the allotment garden XXXXX in the register of allotment gardens kept by the Council on a yearly tenancy from XXXX [subject to the exceptions and reservations contained in the lease under which the Council holds the land] at the yearly rent of payable yearly in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

2. Tenant’s agreements

The Tenant agrees with the Council to observe and perform the conditions and obligations set out below.

2.1. Rent

The Tenant must pay the rent reserved, in advance and without deduction otherwise than allowed by statute, on 1st October in each year whether formally demanded or not.

The Tenant must pay to the Council in advance on the 1st October in each year such annual charge in respect of the supply of water to the Allotment as the Council may reasonably determine.

2.2. Use

The Tenant must use the Allotment as an allotment garden only and for no other purpose.

The Tenant shall use the allotment garden for the sole purpose of cultivating flowers, fruit and vegetables for the consumption of his/her immediate family and not to sell any produce to any third party or use the allotment garden in any way for commercial purposes.

2.3. Cultivation

The Tenant must keep the Allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition, at his/her own expense and labour, to the satisfaction of the Council’s Divisional Director of Leisure for the time being and must keep any pathway or cart-track included in or abutting on the Allotment (or, in the case of any pathway or cart-track abutting on the Allotment and any other allotment garden or allotment gardens, the half-width of it) reasonably free from weeds. The tenant shall only use hand tools or hand operated mechanical equipment in so doing.

2.4. **Nuisance**

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. The tenant must not change, substitute or tamper with any Council authorised lock, or to add an unauthorised lock or fastening device on the site gates.

The Tenant shall not light any bonfires upon the allotment garden.

2.5. **Legal obligations**

The Tenant must at all times during the tenancy observe and comply fully with all enactments; statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment.

The Tenant must comply with any Drought Order ban on the use of hosepipes and sprinklers.

The Tenant will indemnify the Council from all claims whatsoever arising from his/her occupation of the Allotment.

The Tenant will indemnify the Council against any costs or expenses incurred by the Council in respect of repairs, or for loss or damage caused, to any part of the allotment site or to any structure or thing thereon, caused by his/her act, neglect or default.

2.6. **Alienation**

The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Council.

2.7. **Waste**

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council.

2.8. **Boundary structures**

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates on the Allotment, and use his/her best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part 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 or the allotment field.

2.9. **Buildings**

The Tenant must not erect any building on the Allotment without the written consent of the Council. The Council will not withhold consent for the erection of any building reasonably necessary for keeping hens or rabbits and will not unreasonably withhold consent for the erection of a garden shed or greenhouse.

The Tenant must keep any building fence or wall erected in pursuance of the foregoing clause in good keeping and tenable repair to the satisfaction of the Council at his/her own expense.

On termination of this agreement, from whatsoever cause, the Tenant will at his/her own expense remove all buildings, fences or walls erected by him/her on the land, or pay the Council's costs of so removing them.

2.10. Barbed wire

The Tenant must not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens.

2.11. Long term crops

The Tenant must not plant any trees or fruit bushes, or any crops requiring more than 12 months to mature, without the written consent of the Council.

2.12. Refuse

The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse, household waste 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 field of which the Allotment forms part or in adjoining land. Any skips which may be provided by the Council are for the use of the Tenant for non-compostable refuse arising from the cultivation of the plot and must not be used for disposal of general household waste.

2.13. Dogs

The Tenant must not bring any dog into the allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash.

2.14. Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or rabbits to the extent permitted by the Allotments Act 1950 Section 12, and bees subject to the written consent of the Council.

2.15. Water Conservation

The use of hosepipes in the allotment garden is not permitted at any time.

2.16. Sprays, fertilisers and chemicals

When using any sprays or fertilisers, the Tenant must:

- 2.16.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur; and
- 2.16.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests and to ensure that all use of chemicals is strictly restricted to the allotment and is not allowed to encroach on adjoining allotments or the surrounding area; and
- 2.16.3. comply at all times with current regulations.

2.17. Advertisements

The Tenant must not erect any notice or advertisement on the Allotment.

2.18. Admittance

The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his/her family.

2.19. Disputes

The Tenant agrees that any case of dispute between himself/herself and any other occupier of an allotment garden in the allotment field shall be referred to the Council, whose decision shall be final.

2.20. Change of address

The Tenant agrees to inform the Council immediately of any change of his/her address.

2.21. Yielding up

The Tenant must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.22. Inspection

The Tenant agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council.

2.23. Special conditions

The Tenant must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.

3. Determination of the tenancy

3.1. Determination on death

This tenancy shall determine on the quarterly rent day next after the death of the Tenant.

3.2. Determination by notice

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 6th April or on or after 29th September in any year.

3.3. Determination where allotment appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment garden being required:

- 3.3.1. for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision; or
- 3.3.2. for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

3.4. **Determination by re-entry on default**

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

- 3.4.1. if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
- 3.4.2. if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
- 3.4.3. if the Tenant becomes bankrupt or compounds with his creditors.

Upon determination of the tenancy the Tenant shall forthwith peaceably surrender possession of the Allotment to the Council and shall remove all his/her property and chattels forthwith.

4. **Council's Agreement**

- 4.1. The Council hereby reserves the right at any time during the continuance of this agreement to vary the written terms of this Agreement and upon such variation shall give notice to the Tenant in writing within twenty eight days of the variation.
- 4.2. The Council hereby reserves the right to increase the rent on giving the Tenant at least twenty eight days prior notice in writing, such increase to be in line with inflation.

5. **Notices**

- 5.1. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by an authorised officer and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the Allotment.
- 5.2. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in letter to the Divisional Director of Leisure at his/her office at London Borough of Newham, Newham Dockside, 1000 Dockside Road, Custom House, London E16 2QU by personal delivery, or recorded delivery post.

AS WITNESS the hands of the parties hereto the day and year hereinbefore written

SIGNED for and on
behalf of the
London Borough of Newham

A handwritten signature in blue ink that reads "Mark Perkins". The signature is written in a cursive style with a large initial 'M' and a long, sweeping underline.

Mark Perkins