

AGREEMENT BY COUNCIL FOR LETTING ALLOTMENT PLOT

AN AGREEMENT made the 1st January 2011 between

The London Borough of Islington (“The Council”) and **Mr John Smith**

(“The Tenant/s”)

WHEREBY IT IS AGREED:

1. **Agreement to Let**

The Council agrees to let and the tenant/s agrees to take on a yearly tenancy from the 1st January 2011 the allotment (Plot **XX**) in the site called **Allotment site** at the yearly rent of £37 (thirty-seven pounds), payable 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/s agrees with the Council:-

Rent

To pay the rent reserved in advance and without deduction other than allowed by statute by 4th January in each year.

Use of allotment plot

To use the allotment plot as an allotment garden only and for no other purpose.

Cultivation

The tenant/s will keep the allotment plot free from weeds and maintained in a good state of cultivation. To keep any pathway included in or abutting onto the allotment plot free from weeds and in a good state of repair. Also, not to plant any trees or large shrubs on the individual plot or allotment site, without the written consent of the Council. If for any reason the tenant/s is unable to maintain the allotment plot for a prolonged period of time, for example, due to illness, the tenant/s should notify Islington Council Greenspace Service in writing.

Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any allotment plot or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment plots. Also, not to cause or permit any nuisance or annoyance to any neighbours of the allotment site.

Restriction on assignment

Not to under-let, assign or part with possession of the allotment plot or any part of it.

Bonfires

No bonfires are to be lit at any time.

Waste

Not without the written consent of the Council, to cut or prune any timber or any trees, to take, sell or carry away any mineral, gravel, sand, earth or clay.

Hedges

To keep every hedge that forms part of the allotment plot properly cut and trimmed and all ditches properly cleansed and to maintain and keep in repair any fences and any gates in the allotment plot and use its best endeavours to protect any other hedges, fences or gates in the allotment garden of which the allotment plot 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 upon the allotment garden.

Structures

Not without the written consent of the Council, to erect any building, fence or structure on or around the allotment plot.

Barbed wire

Not to use barbed or razor wire or similar.

Children

No children under the age of 16 years of age should be allowed access to the site unless they are adequately supervised.

Depositing of refuse

Not to deposit refuse or allow other persons to deposit on the allotment plot any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for the use in cultivation) or place any matter in the allotment garden of which the allotment plot forms part or in adjoining land.

Dogs & Livestock

Not to bring or cause to be brought into the allotment garden of which the allotment plot forms part, any dog other than an assistance dog or any livestock of any kind.

Prohibition of notices

Not to erect any notice or advertisement on the allotment plot without the written consent of the Council.

Restrictions on admittance to allotment garden

The Council shall have the right to refuse admittance to any person other than the tenant/s or a member of his/her family to the allotment garden unless accompanied by the tenant/s or a member of his/her family.

Dispute between occupiers

That any case of dispute between the tenant/s and any other tenant/s of an allotment plot in the allotment garden shall be referred to the Council whose decision shall be final.

Information of change of address

That the tenant/s shall inform the Council immediately of any change of their address.

Yielding up

That the tenant/s shall yield up the allotment plot at the determination of the tenancy created by this agreement in such condition as shall be in compliance of the agreements contained in this agreement.

Inspection

That any officer or agent of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment plot.

Special conditions

That the tenant/s shall observe and perform any special condition which the Council considers necessary to preserve the allotment garden from deterioration and of which notice shall be given to the tenant/s in accordance with clause 4 below.

Use of artificial chemicals

No artificial herbicides, pesticides or fertilisers are allowed. The site and all the plots are to be managed entirely organically.

Help with maintenance

The tenant/s may get help from friends and family to tend the allotment plot. However when it is clear in the reasonable opinion of the Council that the tenant/s is no longer doing the majority of the work the tenancy will be terminated and the next person on the waiting list will be offered the plot. (All those wishing to be allotment tenant/s must be on the waiting list). There will be no transfer of the plot by the Tenant to anyone who has been assisting them at the allotment.

3. Inspection process

A formal inspection regime will be carried out. Any officer or agent of the Council shall be entitled at any time when directed by the Council to enter a site and inspect any allotment plot. All plots will be inspected on a quarterly basis to ensure there is adequate maintenance. Should any plots fall below the required standard, the process for non-cultivation will be instigated. This includes :-

1. An initial meeting with the plot holder to establish any issues.
2. Sending a formal letter warning of the consequences of non-cultivation giving an appropriate timescale (usually four weeks) in which to bring the plot to the required standard.
3. A final letter confirming that should the plot not be brought up to the required standard, the tenancy will be terminated.

4. Determination of the tenancy

- 4.1 This tenancy shall determine 28 days after the death of the tenant/s or in the case of a joint tenancy, the last remaining tenant/s.
- 4.2 This tenancy may also be determined in any of the following ways:
 - 4.2.1 By either party giving to the other 12 months previous notice in writing expiring on or before 4th January in any year.
 - 4.2.2 By re-entry by the Council at any time after giving three months previous notice in writing to the tenant/s on account of the allotment plot being required for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
 - 4.2.3 On one weeks notice if the rent or any part of it is in arrears of not less than 40 days whether legally demanded or not.
 - 4.2.4 On one weeks notice if it appears to the Council that there has been a breach of the conditions and agreements in the part of the tenant/s contained in this agreement and provided that if such breaches the conditions or rules affecting the cultivation of the allotment plot.

4.2.5 Immediately if the tenant/s shall become bankrupt or compound with his creditors.

4.2.6 On one weeks notice if the tenant/s is no longer capable of maintaining the plot themselves.

4.2.7 If the tenant/s moves out of the London Borough of Islington the agreement will be terminated with immediate effect.

5. **Notices**

Any notice required to be given by the Council to the tenant/s may be signed on behalf of the Council by an authorised officer. Any notice may be served on the tenant/s personally or by leaving it at his/her last known place of abode or by registered letter or by letter sent by recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised in this Agreement. Any Notice required to be given by the tenant/s to the Council shall be sufficiently given, is signed by the tenant/s and sent to the Head of Greenspace, Islington Council, Public Realm, 4th Floor, 222 Upper Street, London N1 1XA.

AS WITNESS as dated

Signature of (print name) _____

The Tenant/s _____

Witness _____

Date _____

James Gilchrist
Head of Greenspace _____

Witness _____

Date _____