

# Wandsworth Council Allotments Letting Agreement

## Introduction

Enable Leisure & Culture, a not-for-profit social enterprise company, manages the allotments on behalf of Wandsworth Council and acts with the authority of the Council in matters relating to the management of the allotments service.

Wandsworth Council owns allotment sites as a public amenity for members of the local community to use in accordance with procedures laid out in this document and governed by allotment legislation.

---

## Section 1

### Wandsworth Council's policies on allotments

- An allotments tenancy may only be obtained via the allotments waiting list. An allotment tenancy may not be passed on through family members or friends. Allotments are allocated in chronological order of application.
- When a plot becomes vacant it will be re-measured and if it is a suitable size to split it will be divided for as long as there is demand from a waiting list of applicants.
- An applicant must be a resident in the Borough of Wandsworth and must be aged 18 years or over when making the application.
- Allotments plots will be allocated on the basis of no more than one per household.
- Management of allotments is informed by regular dialogue with service users via representatives of site associations and site managers.
- Separate waiting lists are maintained for each allotment site. An eligible applicant may apply for an allotment at any number of sites. Once allocated an allotment all other applications from the Tenant will be voided.

### Enable Leisure & Culture's guidance notes on allotments

The guidance notes listed below relate to specific aspects that may occur on an allotment and which form part of the terms and conditions. Tenants seeking information or permission should contact Enable Allotments.

- 1 Roles and responsibilities of the Site Manager
- 2 Reserve Waiting List
- 3 Antisocial behaviour on allotments
- 4 Permission for sheds on allotments
- 5 Procedure for dealing with breach of allotment Rules
- 6 Appeals procedure
- 7 Permission for fruit trees on allotments
- 8 Bee keeping on allotments

- 9 Keeping poultry on allotments
- 10 Borough-wide Best Plot Competition

## Glossary of terms

- i Tenant. Any plot holder is a tenant and vice versa.
- ii Site manager. Volunteer plot holder who liaises with the Allotments Service on the day to day management of the site. See Roles and Responsibilities of the Site Manager
- iii Reasonable state of cultivation. The plot shall be maintained by the Tenant with the rules as expressed in Section 4 being observed.
- iv Site association. Community groups constituted to represent the interests of Tenants at each site. Site associations are independent of the Council.
- v Allotment. Section 22 of the Allotment Act 1922 states, the expression “allotment garden” means an allotment not exceeding forty rods in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family
- vi Rods. A rod is the unit measurement used to charge the allotment rent. For this purpose, it is deemed to be 25 square metres. See section 3.2.
- vii Local rules. In certain situations, a Rule (see Section 4) may apply only to one local site, on agreement between the Allotments Service and the site association.
- viii Enable Parks is the team within Enable Leisure & Culture which provides the allotments management service. The Enable L&C Allotments team sits within Enable Parks.

---

## Section 2

### Legal context

#### 1 Allotment Acts

Wandsworth Council’s allotments are governed by the provisions of the Allotments Acts 1908-1950. The Tenant undertakes at all times during the tenancy to observe and comply fully with all enactments, local, parochial and other byelaws, orders or regulations affecting the plot.

#### 2 Renewal of allotment tenancy

Renewal of allotment tenancy, if at all, is contingent on the plot being in a reasonable state of cultivation and the rules as expressed in Section 4 being observed.

The Tenant must be resident within the Borough of Wandsworth. The tenant must ensure that current contact details are available to Enable L&C Allotments.

The tenancy may not be renewed if the Tenant has been cautioned for any sort of anti-social behaviour in connection with the allotment.

3 Allotment rent.

- i The term of the annual rent is 1 October to 30 September.
- ii The rent is set by Wandsworth Council
- iii Allotment rent is due on 1 October each year. Payment methods are explained on the invoice. If the rent remains unpaid after 40 days, the tenancy may be terminated on grounds of non-payment.
- iv A concessionary rate is available to Tenants aged 65 before 1 October, and to Tenants who claim a disability, on provision of evidence.
- v A Tenant who gives notice of quitting and leaves the plot in good condition may ask to be reimbursed for a proportion of the remaining rent. The rent will be calculated according to the quarter year.
- vi New Tenants taking on a tenancy mid year are charged according to the quarter of the year in which they take up the tenancy.

4 Calculation of rent

The allotment rent is charged at the rate per rod per year. For the purposes of charging rent a rod is deemed to be 25 square metres. Measurement of the plot extends to include half the width of surrounding common pathways.

5 Procedure for dealing with breach of allotments letting agreement

Enable L&C Allotments guidance notes deal with the procedure for dealing with a breach of the allotment's rules.

6 Antisocial behaviour

Antisocial behaviour towards other Tenants or their property is not tolerated. This includes but not exclusively: verbal abuse, theft, threats, actual damage or violent behaviour, and indecent exposure. An incident of antisocial behaviour may result in the termination or non-renewal of the tenancy of the perpetrator.

7 The tenancy hereby created shall continue until determined in any one of the following manners:

- i By either party giving to the other 12 calendar months previous notice in writing expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- ii By re-entry by the Council or their representative at any time after giving three calendar months previous notice in writing to the tenant on account of the plot being required:
  - a) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision, or

- b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
- iii By re-entry by the Council or their representative at any time giving one month's previous notice in writing to the Tenant:
  - a) if rent, or any part thereof, is in arrears for not less than 40 days whether legally demanded or not, or
  - b) if it appears to the Council or their representative that there has been any breach of the Conditions and Agreements on the part of the Tenant herein contained and provided that if such breach of the Conditions or rules affecting the cultivation of the plot at least three months have elapsed since the commencement of the tenancy, or
  - c) if the Tenant shall become bankrupt or compound with his creditors.

8 Any notice given by the Council pursuant to Clause 3.7 hereof may be signed by the Allotments Officer of the managing agent on behalf of Wandsworth Council, for the time being and shall be sufficiently served if sent to the Tenant by post at the before mentioned address or to any other address that the Tenant may have subsequently advised Enable Leisure & Culture, in writing, as being his or her correct postal address.

#### 9 Compensation

The Tenant shall on termination of the tenancy be entitled to compensation prescribed by section 2, of the Allotments Act 1922, sub-sections 2 and 3 of the Allotments Act 1950 but not further or otherwise.

The Council or their representative shall on termination of the tenancy be entitled to recover compensation from the Tenant by virtue of section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in good state of cultivation and fertility.

---

### Section 3

#### **The Rules** (What the tenant may do, must do, and should not do)

These Rules are intended to ensure that all Tenants may cultivate their plot without causing or receiving offence between neighbours. A further aim is to ensure that all allotments are maintained in a reasonable state. The lack of observance of any of these Rules may be grounds for termination of the letting agreement. In addition to these Rules, the Enable L&C allotments guidance notes are available from Enable Allotments.

The Tenant undertakes:

- 1 To observe all rules and regulations relating to allotment gardens that have been or may at any time hereinafter be made by the Council or managing agent and of which the tenants shall have been notified
- 2 To pay the rent as requested each year and to pay all outgoings that arise as a result of use of the plot or any part thereof
- 3 To permit any member, officer or agent of the Council to enter upon and inspect the plot at any time
- 4 To acknowledge, permit and not to obstruct the role of the site manager (see Enable L&C allotments guidance notes).
- 5 To behave in a civil manner to officers and other Tenants. Antisocial behaviour towards other Tenants will not be tolerated. This includes but not exclusively: verbal abuse, theft, threatening or violent behaviour, and indecent exposure. An incident of antisocial behaviour may result in the termination or non-renewal of the tenancy of the perpetrator. (Enable L&C allotments guidance notes)
- 6 Not to enter other allotment plots; not to use, borrow or take crops, tools or belongings of other Tenants
- 7 To notify the Council's managing agent or the site manager of change of address, change of contact details, or the intention to quit the allotment.
- 8 Not to assign, underlet or part with possession of the plot or any part thereof, and to ensure that the plot is cultivated only by the Tenant or person for whom prior permission has been sought and granted. Sub-letting is not permitted.
- 9 To inform the site manager of periods when the plot is being cultivated temporarily by another person.
- 10 To apply for the Reserve Waiting List when a temporary absence from cultivation is likely to be longer than three months (see Enable L&C allotments guidance notes).
- 11 To maintain the common pathways surrounding all sides of the plot; to ensure that the common pathway is not eroded or allowed to encroach or veer away from its course. The standard width of common pathways should be not less than 450 mm/18 inches and should be level.
- 12 To ensure that path edges are maintained in good condition and clearly visible, that path are free of weeds, obstacles or other hazards; and to ensure that, where they exist, drainage channels are fully fit for purpose at all times.

- 13 To ensure a clear space of 450 mm/18 inches is left between the edge of a plot and the boundary fence where any site adjoins residences
- 14 To maintain a satisfactory level of cultivation and appropriate use of the plot; to keep the plot planted with crops and free of weeds; to deal appropriately with plant disease or infestation.
- 15 To maintain all crops and plants within the prescribed boundary of the plot, and not permit vegetation or structures to impede the common pathway.
- 16 To leave a clear space between any structure and the common pathway.
- 17 To ensure that any perennial crop or plant persisting more than one year is pruned annually and maintained in good condition.
- 18 To seek written permission from Enable Allotments before planting any tree. Permission may be granted in accordance with Enable L&C allotments guidance notes.
- 19 To ensure no obstruction is caused by belongings left on common pathways or areas except temporarily while working the plot, and to remove any such obstruction if requested to do so.
- 20 To keep to pathways between plots and ensure that no trespass is made onto a neighbouring plot at any time
- 21 Not to light any bonfire, nor cause, nor allow to be caused, any smoke nuisance as defined by the Environmental Protection Act 1990 (Section 80). The Tenant shall note that he/she may be personally liable to enforcement action under the terms of this Act if disregarding this rule.
- 22 To conserve water as far as possible: not to use sprinkler attachments for watering; not to leave an unattended hose attached to a water tap; to observe hose pipe bans when in force; wherever possible to use watering cans (or similar) when watering.
- 23 To seek written permission before erecting any structure on the allotment; not to construct any structure without written permission; and to maintain any such structure in good state of repair at all times. Where permission is granted the structure should be situated well within the boundaries of the allotment, should not impede traffic on the common pathways, should not cause shade for an extended period to a neighbouring plot. The Council or their representative will remove unauthorised structures and materials and reclaim the cost of removal from the tenant (see Enable L&C allotments guidance notes)
- 24 The maximum footprint for a structure on an allotment is 1.8 metres/6 foot by 1.2 metres/4 foot. A height restriction of 1.95m/6 foot 6 inches applies to all structures.

- 25 On sites where a shed is provided off the plot, the Tenant shall abide by the authority of the site manager on site as to construction or use of a shed.
- 26 To clear away from the site all rubbish and other waste generated by the Tenant and not to leave such waste matter on the plot or any part of the site at any time.
- 27 Items with no horticultural use may not be stored at the allotment. Greenhouses and polytunnels must be used as growing spaces and may not be used for storage. The Tenant is advised not to bring onto the allotments site and not to store any item that would incur a cost for the disposal, for example, tyres.
- 28 Not to damage site fixtures belonging to the Council or fences belonging to neighbours to the allotments site
- 29 To ensure that children who are the responsibility of the Tenant are supervised appropriately while on site and are not permitted to trespass on other plots
- 30 To ensure that any dog that the Tenant brings onto the allotments site is under control at all times; that the dog is on a lead if requested by another Tenant; that the dog is not permitted to enter any other allotment; and to clear up dog faeces and remove it from the site. Dog Control Orders apply on allotment sites.

Permission sought on any of the above points will not be withheld unreasonably.

#### In matters of site security and safety

- Tenants are responsible for the safety and security of their belongings
- Tenants may refuse access onto the site of any person not known to them. All legitimate Tenants have their own site keys. Anyone an official work should contact the Allotments Officer or site manager to arrange a site visit.
- In case of incidents concerning personal safety or safety of personal belongings the Tenant is advised to report any crime to the Metropolitan Police.
- In an accident or serious injury has occurred the Tenant should report the matter to the Site Manager, to the Enable L&C Allotments on 020-3959 0063, or to the Parks and Events Police Service on 020-8871 7532.