

ALLOTMENT GARDEN RULES – December 2014

THE ALLOTMENT GARDENS ACTS 1908 TO 1950

RULES AS TO ALLOTMENT GARDENS

Made by the Council of the London Borough of Harrow with respect to Allotment Gardens for the London Borough of Harrow.

These rules are made under Section 28 of the Small Holdings and Allotment Gardens Act 1908 and apply to all Allotment Gardens from date of let. They come into force three months after sealing and formal publication, with the exemption of items (plot sizes, sheds, greenhouses, poly tunnels, dwarf fruit trees and permitted animals) as existing structures are not affected by the amended rules.

1. INTERPRETATION OF TERMS

Throughout these Rules the following words are to have the following meanings

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| i) | the Council | the Mayor and Burgesses of the London Borough of Harrow acting by the Council or any Allotment Garden managers appointed by the Council under the Allotment Gardens Acts of 1908 to 1950 |
| ii) | Tenant | a person who holds a tenancy of an Allotment garden |
| iii) | Tenancy | the letting of an Allotment Garden to a Tenant |
| iv) | Rent | the annual rent payable for the Tenancy of an Allotment Garden and all amenities provided with it |
| v) | Site | an Allotment Garden site provided by the Council |
| vi) | Allotment garden | A Plot that is let by the Council for recreational gardening and the good husbandry of Permitted Livestock, Bees, Chickens and Rabbits |
| vii) | Plot | The allotment garden unit of a size of circa 253 Sq m (10 poles) |

2. LETTING OF PLOTS

a) Persons eligible to be tenants of an allotment garden

In letting an allotment garden for which there are 2 or more applicants eligible to become tenants and likely to keep the allotment garden in a proper state of cultivation, preference shall be given to the criteria below in the following priority order:-

- i) Any member of the Tenant's family who wishes to take over the Allotment garden (and if more than one, the one the Council selects) where the plot falls vacant because of the Tenant's death.
- ii) Tenants shall not underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Council unless under a Co – worker agreement. It is the tenant's responsibility to register the co-workers name with the council; a co-worker will have to be working the allotment garden for one year and one day to have an automatic right to take over the tenancy. Otherwise it will be at the council's discretion.
- iii) Any person, who at the time of application to the Council, and when an allotment garden tenancy is granted is resident in the London Borough of Harrow
- iv) To a household who does not currently hold an allotment garden or agricultural land either from the Council or otherwise.
- v) To the applicant whose name appears first on the waiting list in the Councils register.

b) Re-letting after termination

Any tenant who has had a plot terminated under a Notice to Quit will be ineligible to rent a plot for a period of three years from the Service of the Notice.

c) Maximum number of plots

No household can tenant more than (506m²- 20 poles)
(Existing plot holders with more than 20 poles are exempt from this new rule)

d) Agreements for letting Allotment gardens

Every application for an allotment garden shall be in the Form appended to these Rules, or to the like effect, and shall be sent or delivered to the Corporate Director of Environment and Enterprise, (or such other officer as is equivalent thereto for the purposes of these Rules) who shall enter particulars of the application in a register to be provided for the purpose. An agreement to let an allotment garden to an applicant may be signed by the Corporate Director of Environment and Enterprise or any person to whom he shall have delegated his power in that behalf on behalf of the Council and may be in the Form or in substantially the Form set out in the Schedule to these Rules.

3. NOTICES TO BE GIVEN FOR THE LETTING OF THE ALLOTMENT GARDENS

a) New Sites

The Council shall give public notice by bills or placards, posted in some conspicuous places in the London Borough of Harrow or otherwise exhibited therein, setting forth the particulars as to any allotment gardens which they propose to let. Such notice shall specify the allotment gardens to be let, the rent to be paid, the name and address of the Corporate Director of Environment and Enterprise (or such other officer as is equivalent thereto for the purposes of these Rules) to whom applications for the hiring of an allotment garden are sent, and the last day for receiving applications.

b) Notice to Tenant

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Corporate Director of Environment and Enterprise or any person to whom he shall have delegated his power in that behalf on behalf of the Council. Notice may be served on the Tenant either personally or by posting or by recorded mail to the last known place of abode of the Tenant or failing this by posting on the allotment garden.

c) Notice from Tenant

Any notice required to be given by the Tenant will be sufficiently given if signed by the Tenant and sent in a pre- paid post letter to the Harrow Pride Service Manager or Harrow Council.

d) Special Conditions

If any special condition is to apply to the allotment gardens, or any of them, the notice shall specify such condition or state where copies of the Form of Agreement for letting of such allotment gardens may be seen.

4. GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE CULTIVATED

The tenant of an allotment garden shall comply with the following conditions:

e) Cultivation

- i) Tenants shall keep the allotment garden clean and in good state of cultivation also in good heart, with evidence of control and prevention of weeds, (the use of carpets, linoleum and paving of paths is prohibited).
- ii) A minimum of 75% of a plot must be under planting and maintenance of ornamental plants, herbs, flowers, fruit, vegetable crops, recreational gardening or permitted livestock (chickens or rabbits)
- iii) A small lawn area of 25 Sq m is permitted but must be regularly mown.
- iv) Tenants must ensure that permitted livestock demonstrate good husbandry and health

f) Structures: Non- Permanent /Temporary

- i) Tenants shall not without written consent of the Council, plant any hedge, erect any building or other structure on the allotment garden, and when granting such consent the Council shall have power to impose conditions to the maintenance of the said structures for its removal if required on the termination of the tenancy. Consent shall not be refused under this sub-paragraph to an application for the erection of any building of pre-agreed dimensions reasonably necessary for keeping hens or livestock in such a manner not to be prejudicial to health or a nuisance.
- ii) Tenants shall maintain in good repair any garden shed or greenhouse or other structure permitted to be erected on the areas occupied by the Tenant. The maximum size which may be permitted subject to the approval of the Council, which must be sought by the Tenant in advance, will be 2m x 3m x 2.4m (6ft. 6in.x 9ft. 9in.x 7ft.10in.) for a Shed or 2.5m x 2.5m x 2m (8ft.1in.x8ft.1in.x6ft.6in.) for a Greenhouse (Glass panes are not permitted) 2m x 3m (3mx2mx2m is a standard size for a small polytunnel) for a polytunnel. Use of concrete or cement is not permitted for any structure.
All structures must be at least 0.6mtrs (2ft) from any path or boundary.

g) Nuisance

Tenants shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to the occupier of neighbouring land or obstruct any path or roadway set out by the Council for the use of the occupiers of the allotment gardens. The Council may take immediate action for breach of Tenancy agreement against any tenant causing nuisance, annoyance or harassment to any Tenant.

During periods of poor ground conditions the Council may at its discretion restrict vehicles to all or part of the allotment site.

h) Maintenance

- i) Tenants must provide a notice showing clearly the number of the Allotment garden (Plot number and clearly visible at the front right hand side) and maintain it in good condition.
- ii) Tenants shall keep all ditches adjacent to plots properly cleared, maintained and keep in good repair any other structure on the allotment garden.
- iii) Tenants shall keep all fences secured and hedges adjoining clear of plant growth and properly cut and trimmed
- iv) Tenants shall maintain all paths adjoining his plot in a condition acceptable to the Council and to a minimum of 450mm in width from each plot and shall keep all paths free of all rubbish and obstructions. Boundaries are to be included.
- v) Tenants shall not , without written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay from the allotment site.
- vi) Tenants shall use Allotment gardens for their own personal use and must not carry out any business or sell produce from the allotment gardens for personal profit.

i) Restrictions

- i) Tenants must not deposit on the Allotment garden or within the Site any rubbish, refuse, material that could cause injury (e.g. barbed wire) glass or decaying matter (except for a reasonable amount of manure or compost) by the Tenant or by anyone else with the Tenant's permission. In addition to being a breach of the Allotment rules deposition may be considered fly tipping and subject to legal proceedings and/or subject to a removal charge.
- ii) Tenants should not impede the use of water supplies to other tenants, dipping tanks to take precedence over hose pipes and they shall not use a sprinkler or a non hand held hose except to fill water containers which must not be left unattended to overflow.
Hose pipes and fittings to be free from leaks and have a shut off nozzle or spray head and hand held at all times while running.
- iii) Bonfires are not allowed on Harrow Council allotment gardens.
- iv) Tenants shall not plant any trees with the exception of espaliers, stepovers, cordons and fans on dwarfing rootstock e.g. M27 or Minarette's. Height maximum approx 3 m (9 feet 9 inches)
- v) Tenants shall where provided with a key to the site, keep the gates locked at all times. The key supplied being returned at the end of the Tenancy. The security of the key is the responsibility of the Tenant and must not be given or lent to others. Failure to lock may jeopardise tenancy.
- vi) Tenants shall not enter the allotment garden except by the properly authorised roads, paths and gates or do any damage to any roads, paths, gates or fences.

j) Animals

- i) Tenants shall not, without the written consent of the Council, keep any animals, bees or livestock of any kind upon any plot occupied by the tenant, nor any other part of the Site
- ii) Tenants shall not bring or permit to be brought on to the allotment Site any dog unless the dog is on a leash and under the owners control or a guide dog

k) Special Conditions

Tenants shall observe and perform any reasonable special condition, which the Council consider necessary to preserve the allotment garden from deterioration, and of which notice to applicants for the allotment garden is given in accordance with these Rules

5. PAYMENT OF RENT

- i) Tenants must pay Rent when the Council requires. The Council may offer or require discounts to be made on whatever basis the Council decides.
- ii) The Rent may be varied by the Council giving notice to the Tenant on or before the Thirtieth day of October in any year of the Tenancy, such notice stating the annual rent to be payable for the plot/plots occupied by the Tenant. An accidental failure to give notice to an individual Tenant will not invalidate that Tenant's Rent increase.

6. POWER TO INSPECT ALLOTMENT GARDENS

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect an allotment garden, and any building or structure erected thereon

7. TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

The tenancy of an allotment garden shall terminate:-

- i). **Death**
One month next after the death of the tenant
- ii) **Council Occupation**
Whenever the tenancy or right of occupation of the Council terminates
- iii) **Written Notice**
By either party giving the other twelve months previous notice in writing.
- iv) **Re-entry**
By re- entry by the Council at any time after giving one month's previous notice in writing to the Tenant
- v) **Non Payment**
If the rent or any part thereof is in arrears for not less than forty days following notification.
- vi) **Breach of Conditions**
If it appears to the Council that there has been any breach of the conditions and agreements contained within this document on the part of the Tenant and at least three months have elapsed since the commencement of the Tenancy
- vii). **If you vacate your plot(s)** you are required to remove all your personal items tools etc and clear all rubbish Failure to do this may result in you being made responsible for the costs if the Council clear the plot(s)