

Runnymede Borough Council

Allotment Terms and Conditions

April 2024

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1.0 Assignment/Sub-letting/Co-working

- 1.1 The tenancy of an allotment is personal to the Tenant named in the Agreement.
- 1.2 The Tenant must not rent or give any part of their Plot to another person.
- 1.3 The Tenant may share cultivation but only by registering a co-worker with RBC.
- 1.4 The first three months of the tenancy is a probationary period. If the Tenant chooses to return the Plot to RBC during this period RBC will reimburse the Annual Rent less an administration fee. If the Tenant undertakes no significant work (less than 40% cultivation) to the Plot lot within this period, then the tenancy will be terminated and the Plot returned to RBC for re-letting and there will be no reimbursement of the Annual Rent.

2.0 Plot Use

- 2.1 The Tenant must use the Plot and any garden structure on it for his/her own personal use and must not carry out any business or sell any produce from the Plot to members of the public anywhere on Site. The Tenant may not use the Plot as a place of residence and/or to sleep overnight.
- 2.2 The Plot is rented to the Tenant for the purpose of cultivation of vegetable crops, fruit, herbs and flowers.
- 2.3 Only materials for use on the Plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. Any construction materials, paving and timber brought onto the Plot for infrastructure work must be used within 3 months. Excessive amounts of such materials will be regarded as unacceptable by RBC and the Tenant will be given written notice (or no notice in case of an emergency) to remove them. Failure to do so will result in the materials being removed by RBC and the cost of such removal recharged to the Tenant and notice of termination of this Agreement being given.
- 2.4 Storage of fuels, chemicals and hazardous materials on the Plot is prohibited.
- 2.5 The Tenant may not bring, use or allow the use of barbed or razor wire on the Plot or the Site.
- 2.6 On termination of this Agreement the Tenant shall remove all items brought onto the Plot or the Site including greenhouses, sheds, poly tunnels and any other structures including any structures abandoned on the Plot by a previous plotholder on or before the end of the tenancy, unless authorised by RBC.
- 2.7 The Tenant shall keep all grass paths tidy and maintained to a width of no less than half a metre and clear of all obstruction so that access can be made by other site users.

3.0 Cultivation

3.1 The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the Tenant to regularly dig or mulch, prune and weed not less than 75% of the Plot.

3.2 The Plot must be kept clean and maintained in a good state of cultivation (75% cultivated) and fertility throughout the year. Any area which remains unworked during the year will be considered as non-cultivated. The whole Plot must be kept tidy, safe, and free from weeds.

3.3 It is the Tenant's responsibility to keep the Plot free of weeds that spread to the adjoining tenants.

3.4 If on inspection or as a result of complaints, such weeds are identified on the Plot, the Tenant will be sent a non-cultivation letter requiring the Tenant to carry out specified works within a specified time. The Tenant shall inform either the Site Representative or RBC of any difficulties they are having tending their Plot. If the specified works are not carried out on the Plot by the Tenant within the specified time, further inspection will be carried out a month later, and if the specified works still remain to be carried out, a notice of termination will be given to the Tenant and the Plot vacated by the Tenant.

4.0 Rent

4.1 You must pay the Annual Rent in advance annually on 01 April each year. A proportion of the Annual Rent for any part of a year over which the tenancy may extend shall be payable on signing this Agreement.

4.2 A Tenant taking up a Plot within the rent year will be invoiced for the remainder of the year on a pro-rata basis.

4.3 A Tenant may voluntarily relinquish his/her Plot at any time.

4.4 The Annual Rent shall be reviewed annually by RBC and any new rent payable shall be notified to the Tenant not less than 12 months in advance. The new Annual Rent shall come into effect on 01 April in the following year.

5.0 Site Safety, Security and Duty of Care

5.1 The Tenant must not discriminate against, harass, bully or victimise any other person(s) on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability or disadvantage by any condition which cannot be shown to be justified.

5.2 Only the Tenant, or their co-worker or an authorised person or a person accompanied by the Tenant shall be allowed on Site.

5.3 No Tenant must cause another tenant harassment, alarm or distress or use violence or threats of violence or damage the property of others.

5.4 The Site, the Plot or any structures on the Plot may not be used for any illegal, immoral or anti-social purposes.

5.5 Any structure or any other item considered hazardous should be removed immediately by the Tenant after instruction from the Site Representative or RBC's Representative. Failure to remove the structure or item shall result in its removal by RBC and any costs of such removal charged to the Tenant.

5.6 The Tenant and all authorised persons must lock gates on entry and departure to prevent access by unauthorised persons. This applies even if the gate is found to be already unlocked on arrival/departure.

5.7 RBC is not liable for loss by accident, fire, theft or damage of any structure, tools, plants or any other items or contents kept on the Plot or the Site.

5.8 The Tenant should report incidents of theft and vandalism to the police and obtain a crime number. Please inform RBC and your Site Representative as well.

5.9 The Tenant must not erect any notice or advertisement anywhere on the Site except on the notice board for which RBC has given prior written permission.

6.0 Waste Materials and Pollutants

6.1 Green waste may not be deposited on any part of the site. It should be composted in an area on your plot.

6.2 Using glass bottles to form any construction on the Plot or the Site is prohibited.

7.0 Hedges, Ditches and Trees

7.1 The Tenant is responsible for maintaining any hedges that form part of the Plot. Hedges sides should be kept trimmed so as not to obstruct pedestrian or vehicular access.

7.2 Fruit trees are not permitted without the prior written permission of RBC. Permission will be given for certain tree varieties provided that these are bush, cordon or espalier trees that can be maintained to a reasonable size and are not likely to spread outside the boundaries of the Plot.

7.3 The cultivation of blackberries is not permitted unless these are trained on a fence. A blackberry bush must not be permitted to grow unchecked and should be kept to a maximum height of 2 metres and depth of one metre.

8.0 Structures

8.1 Prior written permission from RBC must be obtained before putting up a greenhouse, a shed, poly tunnels or any other structures on the Plot. The sizes permitted must not exceed 2.15m (7ft) in height and 1.85m (6ft) x 1.23m (4ft) in size.

9.0 Water, Bonfires and Other Restrictions

9.1 Sprinklers and hose pipes are prohibited. Any form of connection to the water tanks is strictly forbidden.

9.2 All water tanks will be considered as a common resource to be shared with surrounding tenants and the Tenant shall not use excessive quantities of water to the detriment of fellow tenants.

9.3 Bonfires are prohibited on the Plot and on the Site.

9.4 The Tenant may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without prior written permission from RBC's Representative.

10.0 Dogs, Livestock and Bees

10.1 A Tenant's dog is permitted on Site provided it is kept on a lead and under control at all times, and any fouling is immediately removed.

10.2 The Tenant shall not permit or allow their dog to persistently bark or to harass other allotment holders or other persons on the Site.

10.3 The burial of any pets or animals on the Plot or the Site is strictly forbidden.

10.4 Subject to the prior written permission of RBC's Representative, chickens can be kept on the Plot provided they are kept for Tenant's own use and not for business or profit and their care meets the standard guidelines set out in RBC's booklet "Ruling the Roost".

10.5 No Cockerels are permitted on the Plot or the Site.

10.6 Bee keeping is permitted on the Site, subject to the Tenant having the requisite skills and expertise in beekeeping and the Tenant entering into a Beekeeping Agreement with RBC.

10.7 No animals or livestock (other than bees and chickens) may be kept on the Plot or the Site.

11.0 Vehicles, Tents, Caravans and Car Parking

- 11.1 Motor vehicles may not be parked overnight or deposited on the Site or the Plot.
- 11.2 Caravans and live-in vehicles are not permitted on the Site or the Plot.
- 11.3 Overnight erection of tents, yurts and other temporary structures and any other form of overnight camping, is not permitted on the Plot or the Site.
- 11.4 Parking is only permitted on Site if a car park is provided.
- 11.5 Parking is not permitted on any plots. No vehicle shall be driven through the Site except along any vehicular track provided and then only with the sole purpose of loading and unloading materials, produce or tools associated with the cultivation of the Plot.

12.0 Change of Address

- 12.1 Tenants must immediately inform RBC, in writing of changes of address.

13.0 Observance of Rules

- 13.1 Tenants must observe and comply with current rules, regulations and policies, including by laws and those which RBC may make at any time in the future (e.g. statutory law changes or local restrictions).
- 13.2 The Tenant shall comply with all additions to or amendments of these rules that RBC from time to time consider necessary as though they were written into the rules at the time the tenancy began.
- 13.3 The Tenant must comply with any reasonable or legitimate directions given by an authorised officer of RBC in relation to the use of the Plot or the Site.
- 13.4 The Tenant shall pay compensation to RBC should the Plot they vacate be left in a poor non cultivated state and the amount of such compensation shall be assessed by RBC's Representative.
- 13.5 The Tenant shall permit any authorised Officer of RBC to enter their allotment plot at any time for any purpose.

14.0 Termination of Tenancy

This tenancy may be terminated in any of the following ways:

14.1 By Notice: We may end your tenancy of the Plot by giving you 12 months written notice to quit. This notice must end on any day on or before 6 April or any day on or after 29 September in any year. You may end your tenancy by giving us one month's written notice of the date you will hand back the tenancy.

14.2 On Default: We may end your tenancy if your rent is in arrears for more than 40 days, or if you cease to reside within the Borough of Runnymede or if you are bankrupt or have compounded with your creditors. In these circumstances your tenancy may be ended by us re-entering the Plot after giving you not less than one month's previous notice in writing.

14.3 On Appropriation: or to facilitate industrial development: We may require your Plot for the purpose (not being the use of the land for agriculture) for which the land was acquired by us or appropriated by us under any statutory provision. We may also require the Plot if the land is required for building, mining or any other industrial purposes or for roads or sewers in connection with any such building, mining or other industrial purposes. In either case, we can re-enter the Plot so long as we have given you 3 months previous written notice of the intended re-entry.

14.4 On Rent Increase: You may end this tenancy by giving us at least six months written notice prior to any rent increase taking effect.

14.5 On Death: This tenancy shall determine on the next quarterly rent day that falls after the death of the Tenant.

14.6 On Breach: If you breach any of these terms and conditions we can bring your tenancy to an end immediately. If we re-enter the Plot your tenancy will end and will cease and determine. RBC may still recover from you any monies due or arising from the breach.

14.7 Upon early termination of the tenancy by the Tenant RBC will refund any Annual Rent paid in advance on a pro-rata basis after having deducted the equivalent of three months' rent to cover administrative expenses.

15.0 Notices

We may give you any written notice under this agreement by delivering it to you personally or by posting it to your last known address, or by leaving it on the Plot. You may give RBC any such notice by delivering or posting/emailing it to the RBC's Allotments Department.

For all information contained within this document contact:

Runnymede Borough Council
The Civic Centre
Station Road
Addlestone
Surrey KT15 2AH

Tel 01932 838383

email: allotments@runnymede.gov.uk

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