



HILLINGDON

LONDON

Allotment Garden Plot Tenancy Agreement

This agreement is made the day of 20 between: The London Borough of Hillingdon of Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW (herein referred to as 'the Council'), and;
of (address)
(herein referred to as 'the tenant'),

Whereby: IT IS AGREED that:

1. The Council agrees to let, and the tenant agrees to take, the Allotment Garden Plot No: , being of approximately square metres in area, on the Allotment Site in the Council's Allotment Register.
2. The tenant agrees to observe and perform the terms and conditions and obligations set out in this Tenancy Agreement as well as any additional terms and conditions, which form part of this agreement. The tenant also agrees to observe, perform, and comply any with additional rules and conditions that the Council may make or revise, as well as comply with any enactments, statutory instruments, orders or regulations affecting the Allotment Garden.
3. The Council shall let the Allotment Garden to the tenant for a term of one year (with the first six months being probationary for both new tenants and existing tenants being allocated a secondary plot) commencing on day of 20 and thereafter periodically from year to year unless determined in accordance with the terms of this tenancy and the additional terms and conditions.
4. The tenant shall pay a yearly rent, whether legally demanded or not, of £ which is subject to variation on notice by the Council and at proportionate rent for any part of a year over which the tenancy may extend.

5. Termination of the Tenancy

The Tenancy Agreement shall terminate:

- (i) On the 1st day of January following the tenants death. However, the Allotment Service will review each case independently and the tenancy may be ended in advance of the 1st January if deemed appropriate.
- (ii) On the 1st day of January following the tenant moving outside of the Borough or before if during the interim period the tenant is not able to fulfil the requirements of the tenancy agreement and/or the appended Terms and Conditions.
- (iii) If the tenant fails to notify the Allotment Service/Council of a change of their address within one month of moving.
- (iv) If the tenant is in arrears of rent for not less than 40 days (whether legally demanded or not).
- (v) If the tenant is non-compliant with the Allotment Garden Tenancy Terms and Conditions.

6. Services of notice:

- (i) Any notice required to be given by the Council to the tenant may be served on the Tenant personally or by leaving it at this last known address or by sending it by post or by placing it in a conspicuous place on the allotment garden plot or site.
- (ii) Any notice required to be given by the tenant to the Council shall be sent by post to the London Borough of Hillingdon, Allotment Service (Green Spaces), Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW or by email to allotments@hillingdon.gov.uk

Self-Managed (fully devolved sites) - This Allotment Garden Plot Tenancy Agreement and the appended Allotment Garden Tenancy Terms and Conditions also apply to those tenants of self-managed Allotment Gardens (also known as fully devolved sites).

- Tenants of self-managed (fully devolved) sites may also be subject to additional site-specific terms and conditions which are accepted as long as they have been agreed in advance with the Council's Allotment Service.
- The initial point of contact for tenants of self-managed (fully devolved) sites will be their Allotment Site, Committee Representative (*see "Reporting disputes and/or concerns" in the Terms and Condition's*).

Data Collection

The London Borough of Hillingdon, in its capacity of Data Controller, holds certain information about you ("personal data") which it needs to process for the purpose of providing the service of administering an Allotment Garden Tenancy Agreement.

The London Borough of Hillingdon will hold and process personal data that includes your contact details, including name, address, postcode, telephone number (mobile) and (home), email address, date of birth, registration of disability and some, or all, of this information may be shared with other Council services, Data Processors acting on the Council's behalf (including site secretaries) and other partner organisations to prevent and detect fraud.

The London Borough of Hillingdon will only keep personal data for as long as it needs to, in order to fulfil the purpose for which it is collected and for so long afterwards as it considers it may be required to deal with any questions or complaints about the service, which is provided to you, unless it elects to retain your data for a longer period to comply with legal and regulatory obligations.

Declaration:

1. By signing this document, I am consenting to the collection and processing of my personal data for the purposes set out and, in accordance with the Data Collection statement above. I understand that I have the right to withdraw consent for data collection at any time by contacting allotments@hillingdon.gov.uk
2. By signing this document, I also agree that I have read and agree to the issued Allotment Garden Plot Tenancy Agreement and the associated Terms and Conditions.

Signature (tenant): **Printed Name:**

Date:

In the presence of:

Signature (Witness): **Printed Name:**

Of (address):

Date:

Signature (Landlord on behalf of London Borough of Hillingdon):

Printed Name:

Date: