



# HILLINGDON

LONDON

## Allotment Garden Tenancy Terms and Conditions

The Allotment Service reserves the right to review, amend and reissue these Allotment Garden Terms and Conditions to all Allotment Garden Tenants at any time.

The Allotment Service appointed Allotment Officer, or a Council approved person will carry out regular site inspections to assess Allotment Garden plots against these Terms and Conditions.

The Allotment Service appointed Allotment Officer, or any Council approved person will have free unrestricted access to enter and inspect the Allotment Garden site, Allotment Garden plots and/or any building or structure erected thereon.

Failure to comply with any of the terms of the Allotment Garden Tenancy Agreement or additional Terms and Conditions herein and/or any requirements imposed by the Allotment Service may result in the termination process being activated and a Notice to Quit (NTQ) being issued without the right to appeal.

### **Self-Managed (fully devolved sites)**

***These Allotment Garden 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 point 7.18 - Reporting disputes and/or concerns).***

## 1. General

- 1.1 The primary purpose of an Allotment Garden is food production for the tenant. Secondary purposes include leisure or wildlife gardening, exercise and wellbeing.
- 1.2 New Allotment Garden tenants will be encouraged to seek mentoring from existing Allotment Garden holders to get some guidance and advice in the annual cycle of an allotment.
- 1.3 Existing Allotment Garden holders are encouraged to volunteer as mentors for new Allotment Garden holders.
- 1.4 Improved biodiversity is a key aim of the Allotment Service, and allotments already are a haven for wildlife. We encourage any wildlife friendly practices (alongside the criteria for cultivation of the plot) and any proven threat to protected species will result in immediate termination of the tenancy.

## 2. Tenancy

- 2.1 Applications for Allotment Garden plots will only be considered if the Allotment Waiting List process has been followed. *See Allotment Garden Waiting list/Allocation process Terms and Conditions on the [hillington.gov.uk/allotments](http://hillington.gov.uk/allotments) webpage.*
- 2.2 Allotment Garden Tenants must be resident within the London Borough of Hillingdon. Proof of address in the form of a recent Council Tax Bill will be required at the start of and throughout the duration of the tenancy and must be provided upon request from the Allotment Service.
  - Existing tenants who were resident outside of the borough at the start of their tenancy will be permitted to retain their Allotment Garden plot. However, if the out of borough tenant, then moves again during the term of their tenancy, then they must inform the Allotment Service immediately in writing by email to: [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk) and relinquish the Allotment Garden plot within one calendar month.
  - Allotment Garden Tenants who move out of the borough during the term of their tenancy must inform the Allotment Service immediately, in writing by email to: [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk). The tenancy will then end on the first 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 Terms and Conditions herein.
- 2.3 Allotment Garden Tenants must be over the age of 18 and proof of date of birth will be required.

2.4 The Allotment Service shall let the Allotment Garden plot to the tenant for a term of one year and periodically thereafter on an annual basis unless otherwise determined in accordance with the terms of the tenancy and these Terms and Conditions.

2.5 Probationary Period: for the first 6 months of a new Allotment Garden Tenancy (including secondary tenancies) a probationary period is in place. The Allotment Service reserves the right to immediately terminate an Allotment Garden tenancy during this period due to lack of cultivation and/or breach of any other Allotment Garden Terms and Conditions.

2.6 The rent, as set out in the Allotment Garden Tenancy Agreement must be paid within 14 days of the issued invoice. Payment of rent is the tenant's responsibility and non-payment of rent will result in a Notice to Quit being issued. *(see point 8.1 – non-payment of rent)*

*Note: should facilities on the Allotment Garden site be added, for example, if composting toilets or a car park is installed, then the Allotment Garden plot pricing band will change, and tenants will be advised in writing that the chargeable rents will increase accordingly at the start of the following financial year (1<sup>st</sup> April).*

2.7 Allotment Garden Tenants who are 60+ will have a 50% rent concession applied at the start of their tenancy as long as appropriate proof of date of birth has been submitted and verified by the Allotment Service. *(Note: this concession may be withdrawn or subject to change at any time).*

2.8 Allotment Garden Tenants who reach the age of 60+ during the term of their tenancy will **only** have the concession applied from the start of the following financial year (1<sup>st</sup> April).

2.9 Allotment Garden Tenants who are 65+ will be eligible to have their tenancy free of charge as long as appropriate proof of date of birth has been submitted and verified by the Allotment Service. *(Note: this concession may be withdrawn or subject to change at any time)*

2.10 Allotment Garden Tenants who reach the age of 65+ during the term of their tenancy will **only** be eligible to have their tenancy free of charge from the start of the following financial year (1<sup>st</sup> April).

*Note: Tenants aged 65+ will be required to confirm that they would like to continue their tenancy on an annual basis. Failure to do so may result in a Notice to Quit being issued.*

2.11 Allotment Garden Tenants who are in receipt of Universal Credit and/or Personal Independence Payment (PIP) will have a rent concession applied at the start of their tenancy if proof of receipt of benefits has been submitted and verified by the Allotment Service.

- These benefits are subject to change; therefore, proof of receipt of benefits will be required on an annual basis to satisfy the terms of the concession and must be provided upon request by the Allotment Service.
  - This concession may be withdrawn or subject to change at any time.
- 2.12 Allotment Garden Tenants who start to receive Universal Credit and/or Personal Independent Payment (PIP) during the term of their tenancy will **only** have the concession applied from the start of the following financial year (1<sup>st</sup> April).
- 2.13 **Concessions:** Only one concession may be applied at any given time (for example those tenants who reach the age of 60+ but are already receiving a concession based on the receipt of benefits will not be eligible for a further discount).
- 2.14 **Charities/Council managed services** – the allocation of an Allotment Garden plot to Charities and/or Council managed services is at the discretion of the Allotment Service and will only be considered if the applicants have applied via the Waiting List process: *See Allotment Garden Waiting list/Allocation process Terms and Conditions on the [hillington.gov.uk/allotments](http://hillington.gov.uk/allotments) webpage.*

The following criteria also applies.

- Charities must have registered premises based within the Hillingdon borough and proof of this will be required.
- Charities must have a registered Charity Number and proof of this will be required.
- Charities/Council managed services are not given preferential treatment for allocation of allotment garden plots or favourable rates/concessions.
- Charities/Council Managed services must demonstrate who will use the Allotment Garden plot and for what purpose.

**If agreed:**

- Produce grown must be used for the service users/client group that the Charity/Council Managed Service supports (and must not be distributed elsewhere or sold).
  - Service users/clients must be accompanied by Charity/Council Service staff at all times.
  - Numbers on site should be limited to 4 x Service users/clients at any one time.
  - Cultivation of the plot (s) must adhere to the cultivation criteria set out herein.
- 2.15 **Change of Contact details** - Allotment Garden Tenants must inform the Allotment Service in writing immediately of any change of address and/or

contact details (including phone numbers and email addresses). Changes should be sent by email to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk).

- *Important: Updating other Council services (i.e., the Council Tax service) will not automatically update details of the Allotment Tenancy and it is the Allotment Garden tenant's responsibility to ensure all details on the allotment tenancy register are correct.*

- 2.16 Allotment Garden tenants who wish to relinquish their tenancies must give one month's notice in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)

*Note: Personal items (tools etc) along with any rubbish must be removed by the tenant at the end of the tenancy. Failure to do so may result in the tenant being responsible for any clearance costs.*

- 2.17 The tenancy will cease on the 1<sup>st</sup> of January following a tenant's death. However, the Allotment Service will review each case independently and the tenancy may be ended in advance of the 1<sup>st</sup> January if deemed appropriate.  
*Note: The tenancy may only be transferred to another family member if there is a Family Co-Worker Agreement (see point 2.36 -Family Co-Worker Agreement) or an existing joint Tenancy Agreement in place and then, only if it satisfies the requirements of these Terms and Conditions.*

- 2.18 Allotment Garden Tenants **may only use the assigned plot area agreed and as indicated in the issued Tenancy Agreement.** Allotment Garden Tenants may not use or encroach on any area of the allocated plot outside of the agreed plot measurement including the required 1 metre path between plots, any other Allotment Garden plots or other areas of land on the allotment site.

*Note: Allotment Garden tenants should be aware that if they are found to be encroaching on any other Allotment Garden Plot and/or other areas of land on the Allotment site then they may be at risk of losing their tenancy without the right to appeal.*

- 2.19 Vacant and/or unassigned plots may not, under any circumstances, be cultivated and/or worked by any other tenant/person unless the vacant plot has been allocated to them and a tenancy agreement issued.

*Note: Allotment Garden tenants should be aware that if they are found to be cultivating/working a vacant/unassigned plot then they may be at risk of losing their tenancy without the right to appeal. Anyone suspected of cultivating/working a vacant or unassigned Allotment Garden should be reported to the Allotment Service on [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)*

- 2.20 Allotment Garden Tenants are responsible for **displaying a notice clearly showing their Allotment Garden plot number** at the front right-hand side of the Allotment Garden plot. The font size must be large enough to easily

identify the plot number and the notice must be maintained and kept in good condition at all times.

- 2.21 Allotment Garden Tenants must only use their Allotment Garden plot to grow produce for their own personal use and must not carry out any business, selling of produce that has been grown on site or the selling of any associated materials.
- 2.22 Allotment Garden tenants may bring a member of their family to the Allotment Garden site but only if they are accompanied and supervised at all times by the registered Allotment Garden tenant.
- 2.23 Allotment Garden Tenants, or any person connected with the Allotment Garden Tenant, are not permitted to reside on the allotment or stay for more than one hour after sunset.
- 2.24 Allotment Garden Tenants must abide by the Allotment Service's right to refuse admittance to any person, including members of their family at any time.
- 2.25 Allotment Garden Tenants must not ask or permit any person, including members of their family, to undertake any work or clearance of communal areas (including scrubland, grass, trees, and vegetation).
- 2.26 Allotment Garden Tenants must not bring or introduce any species of insect, reptile or amphibian to the allotment site (including but not limited to beetles, snakes, frogs or toads).
- 2.27 Allotment Garden Tenants must not bring or introduce any invasive or non-native plants to the allotment site.
- 2.28 Allotment Garden Tenants (or members of their family) must not go onto another tenant's Allotment Garden without that tenant's permission.
- 2.29 Children (under 18) must be properly supervised and accompanied at all times by the registered tenant. Children (under 18) are not permitted to go on any other Allotment Garden plots without permission from the registered tenant.
- 2.30 Activities such as gym sessions, workouts, yoga, skipping, lifting weights etc are not permitted on any Allotment site at any time.
- 2.31 Suppliers of food (including ice cream vans) are not permitted on any allotment site.
- 2.32 No advertisement or display (including business cards/fliers/posters) shall be erected on Allotment Garden plots, the allotment garden site, or on external gates or fencing.
- 2.33 The Allotment Garden plot or site must not be used for any illegal, unauthorised, or immoral purpose. If a tenant is found guilty of any criminal

offence committed on an allotment site, it will result in the immediate termination of the tenancy agreement without the right of appeal.

- 2.34 Tenants may not, under any circumstances, sub-let, assign or part with the possession of the Allotment Garden plot (in part or in whole) without written consent from the Allotment Service and then only if a Temporary Cover Agreement or a Family Co-Worker Agreement has been authorised (see *points 2.33 and 2.34 below*).
- 2.35 **Temporary Cover:** the person named on the Allotment Garden Tenancy Agreement must be the user of the Allotment Garden unless permission has been obtained from the Allotment Service for temporary cover (for example, to cover illness or injury).

Requests for temporary cover must be made in writing by the registered tenant to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) giving the reasons why temporary cover is required.

*Note: The Allotment Service has the right to agree or decline requests for temporary cover.*

If agreed, the length of cover (up to a maximum of 12 months) will be decided by the Allotment Service according to individual circumstances. Such authorisation does not confirm any rights of future tenancy to the person granted temporary cover and requires that the person undertaking the temporary cover must sign both a Temporary Cover Agreement and a copy of the Terms and Conditions in place at the time.

- 2.36 **Family Co-Worker Agreement:** Requests to register a co-worker, who must be a family member and a resident of the Borough of Hillingdon, should be made by the Allotment Garden tenant in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)

Details provided should include:

- Allotment Garden Tenant name
- Allotment Garden Tenant contact number
- Allotment Garden Tenant email
- Allotment Garden Tenant date of birth
- Allotment Garden Site
- Allotment Garden plot Number
- Relationship to the Family Co-Worker
- Family Co-Worker's Name
- Family Co-Worker's Address
- Family Co-Worker's Contact Telephone Number
- Family Co-Worker's Email Address
- Family Co-Worker's Date of Birth

If the request to register a co-worker is agreed by the Allotment Service, then:

- The Family Co-Worker will be required to provide valid and appropriate proof of address and proof of date of birth and once validated an addendum to the Tenancy Agreement will be completed and re-issued to the registered Allotment Garden tenant for signature.
- A copy of the Tenancy Agreement addendum and the Terms and Conditions will also be issued to the Family Co-Worker for signature.

#### **Rights of a Family Co-Worker (1) – in the event of the registered tenant wishing to relinquish the plot**

- The Family Co-Worker must have been working the designated Allotment Garden plot alongside, but not instead of, the registered Allotment Garden tenant for one year and one day before having any automatic right to have the Tenancy Agreement transferred to them. Requests to transfer the Allotment Garden plot to the Family Co-Worker after the required timeline has elapsed must be made in writing by the registered tenant to [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk)
- If an Allotment Garden tenant, who has a Family Co-Worker Agreement in place, decides to relinquish the Allotment Garden tenancy in advance of the one year and one day required timeline, there will be no automatic right by the Family Co-Worker to have the Tenancy Agreement transferred to them. However, this may still be requested by the registered Allotment Garden Tenant in writing to [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk) on the understanding that the decision of the Allotment Service will be final.

#### **Rights of a Family Co-Worker (2) – in the event of a registered tenant's death**

- The Family Co-worker must notify the Allotment Service of the tenants passing in writing to [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk) and advise whether they wish to apply to take over the Allotment Garden plot tenancy, or not. *Note: there will be no automatic right of plot transfer unless the required one year and one day timeline has elapsed. However, a request may still be made on the understanding that the decision of the Allotment Service will be final.*
- If the required one year and one day timeline has elapsed, then the Allotment Service will request appropriate documentation (i.e., proof of address etc) to enable a new Tenancy Agreement to be issued.
- Family Co-Workers should be aware that any concessions in place at the time will only be applied if the eligibility criteria are met.



- 2.37 Allotment Garden tenants may host small social gatherings with other tenants and members of their families, but only with advance written approval of the Allotment Service. Allotment Garden tenants should write to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) with at least 5 working days' notice to give details of the type of event (including date, times, how many people attending etc).

*Note: If agreed, Allotment Garden Tenants will be responsible for the behaviour and safety of their guests at all times.*

- 2.38 **Barbecues** are only permitted if no nuisance is caused to nearby Allotment Garden plot tenants and/or residents. Barbecues must not be left unattended at any time and Barbecue coals must be cooled, taken away from site and disposed of safely (not composted). Tenants must extinguish Barbecues immediately if requested to do so by the Allotment Officer or a designated officer
- 2.39 Allotment Garden tenants must not permit or organise any form of commercial/personal, news or documentary filming or photoshoots at the Allotment Garden site without having prior written permission from the Allotment Service in place: *Note: All enquiries in this regard need to be referred in the first instance to the Council's Film Office at [filmoffice@hillingdon.gov.uk](mailto:filmoffice@hillingdon.gov.uk) who will liaise with the Allotment Service accordingly.*

### 3. Cultivation

- 3.1 All Allotment Garden plots should be cleared and ready for planting by the first two weeks of April (initial tenancy start date will be taken into account).

All Allotment Garden plots must be in at least 75% of a proper state of cultivation at all times as follows:

- A *\*Cultivation Cycle\** is defined as ground preparation, planting of crops, tending, and harvesting fruit and vegetables on a continuous annual basis.
- A minimum of 3 crops must be grown per Allotment Garden plot and these need to be kept in a generally tidy condition.
- No single crop may cover more than 25% of the Allotment Garden plot at any time and any tenants found to be cultivating single crops will be asked to remove them.
- Outside of the growing season the plot(s) should be kept clear, neat and tidy and free from weeds.

Non-cultivation of an Allotment Garden to this standard will result in the Non-Cultivation process being initiated and a Notice to Quit being issued should no improvement be made. *(See point 8.2 – Non-Cultivation)*

3.2 Allotment Garden tenants should not plant any crops or fruit bushes needing more than twelve months to mature unless prepared to lose such crops in the event of termination of the tenancy.

3.3 **Only fruit trees** may be planted on Allotment Garden plots. They may only be of dwarf root stock and must only be planted near to the centre of the Allotment Garden.

*Note: The Allotment Service will, at any time, instruct an Allotment Garden tenant to remove any trees that are not fruit trees.*

3.4 Fruit trees on individual Allotment Garden plots may only be pruned providing the branches do not exceed 3 inches in diameter, no power tools are to be used, and the branches must be reached from the ground.

3.5 Fruit Trees, plants and shrubs, including fruit bushes, must be kept under control and must not cover more than 25% of the area of an Allotment Garden plot.

3.6 Fruit trees, plants and shrubs must not overshadow or overhang adjoining Allotment Garden plots, encroach on paths or be allowed to grow through fencing or other boundaries into residential or business properties.

3.7 No trees or shrubs growing on any communal areas, near the boundary of the site or any tree except orchard fruit trees growing on individual Allotment Garden plots, may be pruned by tenants. Any concerns or requests for tree work must be made to the Allotment Service in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)

3.8 Existing hedges forming part of an Allotment Garden plot must be properly cut and trimmed to a maximum height of 1.2 metres, they must not overhang paths, allotment garden boundaries or overshadow neighbouring Allotment Garden plots or residential or business properties.

*Note: The maximum height of any new permitted hedging will be no more than 1.2 metres. Requests to plant hedging must be put in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)*

3.9 If an Allotment Garden Tenant would like to leave an area of the Allotment Garden plot fallow, this must be requested in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk), setting out the dimensions of the area and period required. This will be considered by the Allotment Service and only agreed if felt appropriate.

3.10 Allotment Garden Tenants must not sell or remove soil, topsoil, mineral, gravel, sand, or clay from the allotment site.

3.11 **Manure** – whilst manure is generally a valuable source of nutrients for the soil, it can also contain many contaminants and pathogens if not sourced

appropriately. Manure may therefore only be delivered to allotment sites if permission has been sought from and given by the Allotment Service.

Requests should be made to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) with full details of where the manure will be sourced from along with details of amounts and how often deliveries will be made.

If agreed, all manure (and composting materials) must be located well away from residential properties in well-maintained heaps, on paving slabs and in properly constructed shuttered areas.

- 3.12 Allotment Garden Tenants are not permitted to bring or to allow others (including family members) to bring to or store on the Allotment Garden site any refuse, mulching or composting material (including wood chip) or tree off-cuts or logs.

#### 4. Prohibited:

4.1 **Hosepipes, sprinklers, and the use of alternative watering systems are strictly prohibited at all Allotment Garden Sites**

- No connections or alterations may be made to any aspect of any water supply.
- Alternative means of water supply (i.e., rivers or streams) must not be used.

***Note: Any Allotment Garden Tenant found to be using prohibited watering systems will have their Allotment Garden Tenancy immediately terminated without right to appeal.***

4.2 **Bonfires (contained or otherwise) are strictly prohibited at all Allotment Garden Sites**

- Following good horticultural practice, all green waste should be composted.
- Any waste that is not compostable must be removed from site and/or Allotment Garden plot by the Allotment Garden Tenant and disposed of appropriately.

***Note: Any Allotment Garden Tenant found to be using bonfires (contained or otherwise) will have their Allotment Garden Tenancy immediately terminated without right to appeal.***

- 4.3 **Carpets/underlay/lino/plastic/polythene** may not be used to suppress weeds or to cover Allotment Garden plots and paths (in whole or in part) at any time. Only suitable permeable allotment grade materials may be used and only if agreed by the Allotment Service in advance.

- 4.4 **Tyres:** the use of tyres on Allotment Garden plots or communal areas is not permitted. Any tyres being utilised on Allotment Garden Plots following receipt of these Terms and Conditions must be removed from site immediately.

- 4.5 **Rubbish** including household items, for example but not limited to baths, window frames, waste (or materials not directly related to the cultivation of an allotment garden) must not be brought onto the Allotment Garden plot or any part of the site.

Any/all waste created on site by the tenant must be removed from the site and/or plot in its entirety. If clearance has to be undertaken by the Allotment Service, then the cost will be recharged to the tenant.

- 4.6 **Children's activity structures/Play Equipment**, for example but not limited to, trampolines, playhouses, bouncy castles, slides, swings, pools etc are not permitted on any Council allotment site or on any individual Allotment Garden plot.

- *Note: Existing Allotment Garden plot tenants are asked to note that any children's activity structures installed on allotment garden plots following issue of these Terms and Conditions will need to be dismantled and removed from site immediately.*

- 4.7 **Storage of unrelated items.** Storage of personal or other items unrelated to the cultivation of an Allotment Garden Plot is not permitted on any Allotment Garden site whether in a built structure or otherwise.

## 5. **Animals and Livestock**

- 5.1 Dogs will only be permitted on Allotment Garden sites if they are always kept under proper control. Proper control is defined as a dog being on a lead, muzzled if the dog requires it, and close enough to the person in charge that it can be restrained if necessary or respond immediately to voice commands.

Following investigation, sanctions for breaches to 'proper control' include a 3-month probationary period during which any further dog-related incidents may result in the dog being permanently excluded from the Allotment Garden site and/or the termination of the Allotment Garden Tenancy.

- 5.2 Allotment Garden Tenants must not bring or allow to be brought onto the site any livestock (wild or domesticated) except as provided for by law and then, **only with the prior written consent of the Allotment Service.**

Allotment Garden Tenants wishing to keep **bees** or any kind of **poultry** on their Allotment Garden plot must, in the first instance, contact [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) and make a request in writing so that a Poultry or Bee Keeping Agreement can be provided, and the request considered.

**IMPORTANT:** *Allotment Garden tenants who currently keep bees or any kind of poultry but who do not have an agreement in place must contact the allotment service immediately upon receipt of these terms and conditions and make a retrospective request in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)*

*Note: the keeping of poultry, ducks and/or Bees on Allotment Garden plots is at the discretion of the Allotment Service and can be declined or revoked without notice.*

**Please note:**

- Bees may only be kept on Allotment Garden plots by an Allotment Garden plot tenant who is a registered beekeeper (proof will be required) and, only then, if there is agreement by the Allotment Service to do so.
- If agreed, poultry (of any number) must be registered with DEFRA immediately following delivery.
- Cockerels (of any age) are not permitted on any Allotment Garden plot and/or site at any time.
- Any instruction given by officers of the Council (from the Allotment Service or otherwise) in regard to Poultry or Bee-Keeping either as part of the agreement or on an ad-hoc basis must be adhered to.
- Any existing tenants with poultry, ducks, bees etc who do not have a signed agreement in place will need to apply retrospectively to the Allotment Service following the receipt of these Terms and Conditions by writing to [allotments@hillington.gov.uk](mailto:allotments@hillington.gov.uk)

**6. Infrastructure – *the following does not include existing structures as long as permission in writing from the Allotment Service has been previously received by the tenant (and can be produced when requested) and if said structures are within the dimensions set out in the Tenancy Agreement’s Terms and Conditions***

- 6.1 The Allotment Garden Tenant must not erect any structure (temporary or otherwise), including fencing, over 750mm (2ft 5in) without first obtaining the written consent of the Allotment Service.

*Note: Only sheds, greenhouses, fruit cages, polytunnels and poultry housing (including runs) without permanent bases will, if agreed, be permitted on an Allotment Garden site and the total infrastructure must not exceed 25% of the total Allotment Garden plot.*

*The maximum height of any structure must not exceed 6ft 5in (2 metres) in height at the eaves.*

If agreed:

- Sheds must not exceed 6ft x 10in (1.8 metres x 3.0 metres)
- Greenhouses must not exceed 6ft x 10in (1.8 metres x 3.0 metres)
- Polytunnels must not exceed 8ft x 10in (2.4 metres x 3.0 metres)
- Poultry Housing - The minimum size of plot on any allotment land that birds may be kept on is 125 square metres and there must be a minimum internal floor area of 2 square feet per bird. The optimum size for an

outdoor run is 1.9 metres (6 feet) x 2.8 metres (9 feet). *Note: If agreed, the poultry housing must be fully enclosed, including the roof and the mesh should have apertures no larger than 2.5cm.*

- 6.2 Poultry Housing and/or Beehives (if agreed) may only be kept on a tenanted Allotment Garden plot which is being cultivated in accordance with the Allotment Garden Terms and Conditions. Allotment Garden plots may not be used as individual stand-alone areas for Poultry and/or Bees.
- 6.3 Any structure (new or existing) that overshadows or restricts access to neighbouring Allotment Garden plots and/or residential properties will have to be removed by the tenant.
- 6.4 Vehicle roadways on Allotment Garden sites must not be damaged and/or disturbed by Allotment Garden Tenants. Any noted damage should be immediately reported to the Allotment Service on [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)
- 6.5 All communal paths must be kept clear of obstructions at all times and must not be encroached upon.
- 6.6 All Allotment Garden plots (irrespective of size) must have a clear path of at least 1 metre between them and tenants will have a shared responsibility for ensuring that these paths are maintained to a high standard and kept clear, and safe.
  - Tenants are asked to note that failure to keep within the boundary of the plot area (determined in the issued Tenancy Agreement) and/or encroachment or obstruction of the required 1 metre path between plots may result in Tenancy Agreements being terminated with no right to appeal.
  - Where a larger single Allotment Garden plot is divided to make two Allotment Garden plots, each area will subsequently be subject to separate Tenancy Agreements (even if held by the same tenant) and the Allotment Garden Tenant(s) will be responsible for installing a clear path of at least 1 metre between each plot (i.e., 0.5 of a metre from each). Note: Once a larger single Allotment Garden has been divided it will not revert to a single plot.
- 6.7 Parking within the boundary of allotment sites is only permitted if a designated parking area has been agreed and created by the Allotment Service.
  - Allotment Sites that have been registered as having a car park will have the facility reflected in chargeable fees.
  - Those wishing to bring anything heavy (tools, equipment) etc on site may drive on to the site as long as there is a vehicle access route, but vehicles should be removed from site as soon as they are unloaded.

- Those with disabilities and who are registered blue badge holders may make a request to the Allotment Service to take their vehicle on site by contacting [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) However, this will only be considered if it is determined that the health and safety on site will not be compromised and that there will be no obstructions to other Allotment Garden plot tenants.

*Note:* During periods of poor ground conditions, the Allotment Service may, at its discretion, restrict vehicles to all or part of the Allotment site including designated car parking areas.

## 7. Security and Safety

7.1 Access to the site must only be gained by an authorised entrance; Allotment Garden tenants must not make or use any other means of entrance or exit from their own private gardens or otherwise.

7.2 Allotment Garden Tenants are responsible for locking the site gate (s) on entry and exit on every occasion.

7.3 Allotment Garden site keys are the responsibility of the Allotment Garden Tenant and must not be copied, given or lent to others.

*Note:* Replacement keys, if lost, may be purchased from the Allotment at the cost of £5. Please contact [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) if you lose your key.

7.4 Site keys must be returned to the Allotment Service (or the Allotment Service's authorised agent) by the tenant on termination of the Allotment Garden Tenancy.

7.5 Barbed wire or other possible hazards (e.g., protruding metal upward or outward in sheet or rod form) must not be used on any Allotment Garden Plot and/or on any part of the Allotment Garden site.

7.6 Allotment Garden Tenants must not store or use any hazardous or poisonous materials on their Allotment Garden.

7.7 Allotment Garden Tenants must not use any chemical substances other than in accordance with the 'Control of Substance Hazardous to Health Regulations 2004'. Please visit [www.hse.gov.uk](http://www.hse.gov.uk) for more information.

7.8 Neighbouring Allotment Gardens, residential gardens and watercourses must not be affected by the application of pesticides. A 'pesticide' is any agent exerting biological control over living organisms and, as such, includes herbicides, pesticides, fungicides, algacides, moss killers and all such products or materials.

- Pesticides must be fit for the purpose for which they are intended. All pesticides must be used in strict accordance with the safety regulations and manufacturer's recommended instructions.

- Spraying pesticides must be confined to still days and must not affect neighbouring Allotment Gardens, paths or residential gardens.
- 7.9 The Allotment Service should be notified immediately, in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk), of any rodent or other similar pest infestation.
- 7.10 Allotment Garden Tenants must not cause or permit nuisance or annoyance to other tenants, neighbouring residents or businesses or anyone visiting or carrying-out lawful activity such as contractors.
- 7.11 The Allotment Service is not liable for the loss of or damage to any produce or personal belongings by wildlife.
- 7.12 The Allotment Service will not be liable for injury to any tenant, or to any authorised (or unauthorised) person accompanying the tenant whilst on site. However, the Allotment Service will show due care and attention in the management of the allotment site in this regard.
- 7.13 The Allotment Service is not liable for the loss (including by accident, fire, theft, flooding or damage) of any produce, personal items/belongings, tools or contents of sheds and greenhouses). However, the Allotment Service will show due care and attention in the management of the allotment site in this regard.
- 7.14 Any incident of theft or criminal damage on site should be immediately reported by the Allotment Garden tenant to the Police. Any report of theft or criminal damage made to the police should also be informed to the Allotment Service via [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) to be kept on record.
- 7.15 Any assault, threats or aggressive behaviour on site should be immediately reported by the Allotment Garden tenant to the Police. Any report of assault, threats or aggressive behaviour on site made to the police should also be informed to the Allotment Service via [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) to be kept on record.
- 7.16 If the Allotment Service has clear evidence to support an allegation of theft, criminal damage, assault, threat, or aggressive behaviour being committed by a tenant (or family member) this will result in the immediate termination of the tenancy agreement without the right of appeal.
- 7.17 CCTV - applications to install CCTV cameras (including dummy cameras) on individual allotment plots may be considered if it is felt that there is an appropriate reason to do so but only on the understanding that no other area of the site and/or tenants are recorded/monitored. Requests to install CCTV should be made in writing to [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)

Note: any decision made by the Allotment Service in regard to CCTV installation on any of its Allotment sites will be final.



## 7.18 Reporting disputes and/or concerns:

- **Council Managed (and part managed) Allotment Sites** – disputes and/or concerns on any council managed or part managed sites should be reported in the first instance to the Allotment Service on [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)
- **Self-Managed (Fully Devolved sites)** – whilst the land is council owned, the elected committee of each self-managed (fully devolved) site is responsible for the day-to-day management and therefore any disputes and/or concerns identified by tenants should be raised with the Committee in writing in the first instance.

The Council's Allotment Service has limited involvement with the self-managed (fully devolved) sites however, in the case of disputes between the elected committee and a tenant, the Allotment Service may be contacted by the committee chair and/or the tenant on [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) to request mediation. Note: mediation will only be considered if there is clear evidence that due process regarding non-cultivation notices and notices to quit (i.e., eviction from site) has not been followed by the Allotment Association/Committee.

*Any incident of theft or criminal damage on a self-managed (fully devolved) site should be immediately reported by the Allotment Garden tenant to the Police. Any report of theft or criminal damage made to the police should also be informed with the relevant CAD number to the elected committee and to the Allotment Service via [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) to be kept on record.*

*Any assault, threats, or aggressive behaviour on a self-managed (fully devolved) site should be immediately reported by the Allotment Garden tenant to the Police. Any report of assault, threats or aggressive behaviour on site made to the police should also be informed with the relevant CAD number to the elected committee and to the Allotment Service via [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk) to be kept on record.*

## 8. Notice to Quit (NTQ) Process in respect of:

- a. non-payment of rent
- b. the condition of cultivation on the Allotment Garden plot
- c. breach of Terms and Conditions

8.1 **Non-payment of Rent:** It is the Allotment Garden tenant's responsibility to ensure that the rent for the Allotment Garden is paid within 14 days of the date of initial invoice (sent on the 1<sup>st</sup> April each year). Where 40 days have passed following non-payment of rent, the Tenant will be deemed to have breached the relevant clause of the Allotment Garden Tenancy Agreement, and a Notice to Quit (NTQ) will be issued by the Allotment Service to the Tenant giving one calendar months' notice to quit. The Allotment Garden will then revert to the Allotment Service following expiry of the one month's calendar notice. Once a NTQ has been issued there is no option to make payment of outstanding arrears.

8.2 **Non-Cultivation:** regular site inspections will be made by the Allotment Officer and/or council appointed persons to identify any Allotment Garden plot which is below the average cultivation standard of Allotment Gardens on site. *(see point 3 - Cultivation)*

If an Allotment Garden is deemed to be below the average cultivation standard, then:

- a Notice of Non-Cultivation (NNC) will be issued by the Allotment Service or an appointed person from a self-managed (fully Devolved) site asking the Allotment Garden tenant to make contact within 7 days of the date of the Notice to discuss and agree a way forward. *Note: if the NNC is issued from a self-managed (fully Devolved) site then a copy of such and a record of any subsequent meeting/discussion notes will be forwarded to the Allotment Services to be held on record.*
- if there is no reply to the NNC within the 7-day timeline, a written warning will be issued by the Allotment Service or, in the case of self-managed (fully Devolved) sites, by the relevant Committee member.
- if contact is made within the 7-day timeline, the tenant will be required to agree to reinstate the Allotment Garden to an acceptable level of cultivation within one calendar month of the meeting/discussion.
- if, following an agreement to reinstate the Allotment Garden to an acceptable level there is no significant improvement made within the agreed timeline, a written warning will be issued by the Allotment Service or, in the case of self-managed (fully devolved sites), by the Committee Member.

- **Written Warning**: the written warning will give the Allotment Garden tenant a further one month from the date of the letter/notice to return the Allotment Garden to an acceptable condition. *Note: An acceptable condition is defined as being in full compliance with these Allotment Garden Terms and Conditions.*
- **Notice to Quit (NTQ)**: Will be issued by the Allotment Service to the Allotment Garden Tenant if the conditions set out in the written warning letter have not been complied with.

8.3 **Allotment Garden Terms and Conditions**: Failure to comply with any of the terms of the Allotment Garden Tenancy Agreement or additional Terms and Conditions herein and/or any requirements imposed by the Allotment Service may result in the termination process being activated and a Notice to Quit (NTQ) being issued without the right to appeal.

## 9. Complaints Process:

9.1 If an Allotment Garden tenant disagrees with or wishes to dispute a Notice to Quit issued by the Allotment Service, then they may contact the Council's complaint's department by:

- **Email to:** [complaintsmailbox@hillingdon.gov.uk](mailto:complaintsmailbox@hillingdon.gov.uk).
- **By post to:** Complaints and Enquiries Team, 3E/07 Civic Centre, High Street, Uxbridge, UB8 1UW.

Or, if you would like advice or guidance on submitting a complaint, please call 01895 277800 during our office hours (Monday to Friday, 9am to 5pm).

## 10. Allotment Service Contact Details:

- [allotments@hillingdon.gov.uk](mailto:allotments@hillingdon.gov.uk)
- Allotment Service, Civic Centre, Hillingdon Council, High Street, Uxbridge, UB8 1UW

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### ***End of Terms & Conditions***

*Having read and understood the Terms & Conditions please now complete the information on the next page and return it (page 20 only) to the Allotment Service along with your completed updated Tenancy Agreement for final signature.*

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**Allotment Garden Terms and Conditions (January 2023):  
Hereby Noted and Agreed.**

*To be completed by the Tenant:*

**Plot Number:** \_\_\_\_\_

**Allotment Site:** \_\_\_\_\_

**Signature (tenant):** \_\_\_\_\_

**Printed Name (tenant):** \_\_\_\_\_

**Address (tenant):** \_\_\_\_\_

**Date:** \_\_\_\_\_

*To be completed by the Landlord (London Borough of Hillingdon):*

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

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_