ROEHAMPTON GARDEN SOCIETY

ALLOTMENT LETTING AGREEMENT and RULES

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.

Until further notice, Enable Leisure & Culture manages the allotments service on behalf of Wandsworth Council.

The Roehampton Garden Society (RGS) manages the allotment site plots in Dover House Road and The Pleasance on behalf of the Council. RGS manages the plots in line with the Council's management policies on other sites. Tenancies at these sites are also governed by the lease between RGS and Wandsworth Council, as well as under the rules of RGS. Specific exceptions are noted in the text.

Roehampton Garden Society
Email: rgs.sw15@gmail.com
Website: www.roehamptonallotments.co.uk

RGS is governed by its CONSTITUTION (Nov 2012)
(Constitution available on website.)

Section 1: RGS 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. Plot Holder Partners (PHP) may take over the plot from the Plot Holder. For detail see Definition of Plot Holder Partner (PHP) and Plot Holder Assistant (PHA). Allotments are allocated in chronological order of application.
- When a plot holder dies or quits the plot and there is no PHP the tenancy ceases and the land returns to Wandsworth Council. It is the responsibility of the RGS to re-let it as soon as practical.
- When a plot becomes vacant it will be re-measured and if it is a suitable size to split it will be divided 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 5 rods in total per household. (see "RGS Offering Plots to Let – Objectives and Procedure")
- The RGS keeps its own waiting lists but an eligible applicant may apply for an allotment at any number of sites In Wandsworth. Once allocated an allotment all other applications for an allotment in the Borough from the Tenant will be voided.

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 Roehampton Garden Society or look in the **ALLOTMENTS** section of our website.

1. RGS Offering Plots to Let - Objectives and Procedure
2. RGS Structures Policy
   - i Permission for erecting a shed or storage structure on allotments (includes form)
   - ii Permission for erecting a greenhouse/polytunnel on allotments (includes form)
3. RGS Planting fruit trees on allotments
4. RGS Plot Inspections - Objectives and Procedure
5. RGS Behaviour Policy
6. RGS Complaints Procedure (to be read in conjunction with RGS Behaviour Policy)
7. RGS Procedure for dealing with Breach of Allotment Rules
8. RGS Appeals and Hearing Procedure
9. RGS Definition of Plot Holder Partner (PHP) and Plot Holder Assistant (PHA)
10. RGS Keeping Bees on allotments
11. RGS Keeping Poultry on allotments
12. RGS Privacy Policy

Glossary of terms

i. Tenant. Any plot holder is a Tenant and vice versa. This is the Main Plot Holder (PH)

ii. Plot Holder Partner. (PHP) A named person who shares a residence with the plot holder and may take over the plot if the PH quits. A named PHP may inherit the plot if they have assisted with the plot for the preceding 3 years or more, are a member of the RGS and are resident in Wandsworth. (See above).

iii. Plot Holder Assistant: (PHA) A named person who does not share a residence with the plot holder but helps with the upkeep of the plot. A PHA has no right to inherit the plot.

iv. Site Secretary. The volunteer plot holder who liaises with the RGS Committee on the day to day management of the site.

v. Site manager. The volunteer RGS member who liaises with the Allotments Service (presently Enable). The site manager is appointed with the approval of the Allotments Service and sits on the RGS committee in a non-voting capacity.

vi. Reasonable state of cultivation. The plot shall be maintained by the Tenant with the rules as expressed in Section 3 being observed.

vii. 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.

viii. Rods. A rod is the unit measurement used to charge the allotment rent. 1 rod = 25.29 metres squared.

ix. Local rules. RGS own rules apply in conjunction with the rules of the Council and its allotment service.

x. Enable is the team within Enable which currently provides the allotments management service.

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:
   Payment of rent.
   the plot being in a reasonable state of cultivation and the rules as expressed in Section 3 being observed.
   the Tenant not having received a caution for any sort of anti-social behaviour.

3. **Residence of The Tenant:** The tenant must be resident within the Borough of Wandsworth. The Tenant must ensure that their current contact details are available to Roehampton Garden Society.

4. **Allotment rent.**
   The term of the annual rent is 1st April to 31st March.—The rent is set by Wandsworth Council.

i. Allotment rent is due by 1 April each year. Payment methods are explained on the invoice. If the rent remains unpaid after 30 days (i.e. 30 April) the tenancy will be terminated on grounds of non-payment and any property left on the plot will become the property of the RGS and may be removed.
ii. A concessionary rate is available to Tenants aged 65 before 1 April and to Tenants who are on disability benefits, on provision of evidence. (See RGS "Privacy Policy")
iii. All plot holders must be Members of the RGS and, at the time of rental payment, pay their annual subscription, as determined by the Committee.
iv. Any named plot holder partner (PHP) must also be a Member or Associate member of the RGS and the annual subscription is the responsibility of the Tenant (Plot Holder).
v. All Tenants will also be required to pay for water, the fee per rod for which will determined by the Committee and calculated according to plot size.
vi. All Tenants will be required to pay a charge, determined by the committee, as a contribution to the cost of insurance.
vii. At least one month's notice must be given of intention to quit, otherwise the Tenant will be charged until the last day of the month in which the plot is formally vacated.
viii. 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 which will be calculated according to full months left in the rental year.
ix. New Tenants taking on a tenancy mid rental year are charged according to the months left in the rental year.

5. **Calculation of rent:** The allotment rent is charged at the rate per rod per year (1 rod = 25.29 square metres). Measurement of the plot extends to include half the width of surrounding common pathways and up to the fence at the rear of the plot, if applicable.

6. **Antisocial behaviour:** Antisocial behaviour towards other Tenants, RGS committee members and/or occupants of any premises adjoining the sites, and/or their property is not tolerated. Examples of such

behaviour are listed in the RGS "Behaviour Policy". An incident of antisocial behaviour may be reported to the Police and may result in the termination of the Tenancy or the non-renewal of the Tenancy of the perpetrator. (see "Behaviour Policy")

7. Complaints Procedure:

All complaints are to be made in writing to the Chair of RGS at rgs.sw15@gmail.com or to RGS, The Pleasance, SW15 5HF. (See "RGS Complaints Procedure" to be read in conjunction with "RGS Behaviour Policy")

8. The Tenancy hereby created shall continue until determined in any one of the following manners:

i By either party giving one month's notice.

ii Death of the Plot Holder.

iii 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.

iv By re-entry by the Council or RGS 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 30 days whether legally demanded or not, or

b) if it appears to the Council or the RGS 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. (See "RGS Procedure for dealing with Breach of Allotment Rules")

9. APPEALS PROCEDURE: Any Tenant may appeal in writing to the Chair of the RGS Committee against a decision made against them by their Site Secretary or the Site Manager. For detail see the **Appeals and Hearing Procedure** document.

If the RGS committee decides against the Appeal then the Tenant may appeal to the Head of Parks at Enable. This must be done in writing, again with full details, within three weeks of the RGS Committee's decision. Decisions made by the Head of Parks are binding.

10. Any notice given by the Council or RGS may be signed by the Site Manager on behalf of Wandsworth Council, for the time being and shall be sufficiently served if sent to the Tenant by email. If no email address has been given, then the notice will be posted to the address the Tenant has advised as being his or her correct postal address.

11. 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 RGS 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 maintain a good standard of cultivation. A further aim is to ensure that they may cultivate their plot without causing or receiving offence between neighbours. The lack of observance of any of these Rules may be grounds for termination or non-renewal of the letting agreement. In addition to these Rules, Policies are available from the Roehampton Garden Society and can be found on www.roehamptonallotments.co.uk.

The Tenant undertakes:

1. 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.

2. To observe all current rules and regulations relating to allotment plots available on the website. Any Tenant who declines to accept the rules will have their tenancy terminated or not renewed.

3. To notify the RGS of change of address, change of contact details, or the intention to quit the allotment.

4. To acknowledge, permit and not to obstruct the role of the Site Secretary and Site Manager.

5. To permit any committee member, officer or agent of the Council or RGS to enter upon and inspect the plot at any time.

6. 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. (See “RGS Behaviour Policy”)

7. Not to enter other allotment plots; not to use, borrow or take crops, tools or belongings of other Tenants. (See “RGS Behaviour Policy”)

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 their registered Plot Holder Partner (PHP) or Plot Holder Assistant (PHA). Sub-letting is not permitted.

9. To inform the Site Secretary, giving reasons and time scales, of periods when the plot is being cultivated temporarily by a person who is not the Tenant or the PHP or PHA.

10. To apply for the Secondary Waiting List when a temporary absence from cultivation is likely to be longer than three months. (See “RGS Offering Plots to Let: Secondary Waiting List”)

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. A path dividing 2 plots should be not less than 300mm / 12 inches and agreed by both Tenants. (See “RGS Plot Inspections - Objectives and Procedure”.)

12. To ensure that path edges are maintained in good condition and clearly visible, that paths are free of obstacles or other hazards. (See "RGS Plot Inspections - Objectives and Procedure".)

13. Where the edge of a plot adjoins residences, the boundary fence belongs to the house owner and must not be used to fix plants or other items and a clear space of 450 mm/18 inches must be left between the edge of a plot and the fence, so that, with permission, a householder may maintain the fence. (See "RGS Plot Inspections Objectives and Procedures".)

14. To maintain a satisfactory level of cultivation and appropriate use of the plot. The expectation is that at least 60% will be cultivated. During the growing season to keep the plot planted with crops and at all times reasonably free of weeds; to deal appropriately with plant disease or infestation. (See "RGS Plot Inspections Objectives and Procedures".)

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. (See "RGS Plot Inspections Objectives and Procedures".)

16. To leave a clear space of at least 300mm / 12 inches between any structure and the common pathway. (See "RGS Plot Inspections - Objectives and Procedure".)

17. To ensure that any perennial crop or plant persisting more than one year is pruned annually and maintained in good condition. (See "RGS Plot Inspections - Objectives and Procedure".)

18. To seek permission from RGS before planting any fruit tree (only fruit trees are allowed). See "RGS Planting Fruit Trees on Allotments" and "RGS Plot Inspections - Objectives and Procedure".)

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 kind of fire or burn material in an incinerator at any time.

22. To conserve water as far as possible: not to use sprinkler attachments for watering; not to leave unattended hoses attached to a water tap; to observe hose pipe bans when in force; wherever possible to use watering cans (or similar) when watering. To notify the Site Secretary as soon as possible if any leaks or problems with the water system occur.

23. To seek written permission before purchasing and /or constructing and /or erecting any structure on the allotment and to maintain any such structure in good state of repair and secure at all times. Where permission is granted the structure must be situated well within the boundaries of the allotment, must not impede traffic on the common pathways, must not cause shade for an extended period to a neighbouring plot. The Council or the RGS will expect the Tenant to remove unauthorised structures and materials upon request or they may and reclaim the cost of removal and disposal from the Tenant. (See "RGS Structures Policy" for all conditions and "RGS Procedure for dealing with Breach of Allotment Rules").

24. No concrete bases are to be laid for any structure or path.

25. To clear away from the site rubbish and other waste generated by the Tenant and not to hoard such waste matter on the plot or any part of the site at any time. The dumping of unwanted items and material on the common paths and areas of the site is not allowed. (See "RGS Plot Inspections -Objectives and Procedure".)

26. 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, tyres for example. (See "RGS Plot Inspections - Objectives and Procedure".)

27. Not to damage site fixtures belonging to the Council or the RGS or fences belonging to neighbours to the allotments site.

28. 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

29. 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 and that the dog is not permitted to enter any other plot; and to clear up dog faeces and remove from the site. Dog Control Orders apply on allotment sites.

30. To request permission, to follow the specific procedures and sign the appropriate agreements for the keeping bees or poultry on the allotment site in accordance with the policies "RGS Keeping Bees on Allotments" and "RGS Keeping Poultry on Allotments".

31. Allotments are not to be used for the display of commercial advertisements, political or religious slogans or symbols.

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

Site security and safety:

Tenants are responsible for their personal safety and security and for that of their belongings. In case of incidents concerning personal safety or safety of personal belongings the Tenant is advised to report any crime to the Metropolitan Police.

Gates MUST be locked at all times. Leaving them unlocked will be viewed as a breach of the rules.

Tenants must refuse access onto the site of any persons not known to them. All legitimate Tenants have their own site keys. Keys remain the property of the RGS and must be returned to the society at the end of a tenancy. Anyone on official work should have the appropriate means of identification and / or be able to demonstrate that they have the necessary approval of the Site Secretary or the Chair of the RGS.

If an accident or serious injury has occurred the Tenant must report the matter as soon as possible to the Site Secretary email: rgs.sw15@gmail.com and / or to the Parks and Events Police Service on 020 8871 7532 email: parkspolice@wandsworth.gov.uk and to the Enable allotments service 020 3959 0063 email: allotments@enablelc.org .

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