

# Allotment Terms and Conditions

Parks

(September 2022)

## 1. GENERAL

The main purpose of your allotment is to produce food. Secondary purposes include using your plot for leisure, preserving wildlife and biodiversity, exercise, wellbeing and lifelong learning.

An allotment is a community and fellow plot holders can be a good source of advice and fellowship. We expect you to have your own compost area on your plot (to compost any green waste) as a matter of good practice.

- 1.1 You must not use your allotment for any illegal, unauthorised or immoral purpose. If you are proven to be in breach of any of the above or other unseemly behaviour, your tenancy will be terminated immediately. If you are found guilty of any criminal offence committed on an allotment site this will result in the immediate termination of your tenancy without the right of appeal.
- 1.2 All children should be properly supervised at all times while on the allotment site. They are not allowed on other plots without that plot holder's permission.
- 1.3 You must use your allotment for your own personal use and must not carry out any business or sell produce from your allotment for personal gain, except for official fund-raising purposes.
- 1.4 You must not erect any advertisement or display for commercial gain on or near the allotment.
- 1.5 Neither you, nor any person connected with you, are allowed to reside on your allotment or stay more than one hour after sunset. This includes staying overnight in motor vehicles/caravans/campervans.
- 1.6 Only you, or person(s) authorised by you, are allowed on the site. You must have permission to go onto another plot holder's allotment.
- 1.7 You (the person(s) named on the tenancy agreement) must be the main user of your allotment unless you have obtained permission from the Council for temporary cover. The length of any temporary cover will be decided by the Council, with advice from your Site Committee or Site Representative. According to individual circumstances a maximum of 12 months temporary cover is allowed. Granting temporary cover does not give the people helping you any rights to take over your plot should you decide to terminate your tenancy.
- 1.8 You should report any incident of theft, criminal damage or illegal activity to the Police, Council and Site committee. Photographs of the incident can be helpful (if they can be obtained safely). However it is not the responsibility of the Council or Site Committee to investigate such issues.
- 1.9 Any assault, threats or aggressive behaviour on site should be reported to the Police. You should email details to the Council and Site Committee so they are aware of the issue. Please also send the details of any Police report.

- 1.10 If the Council have clear evidence (such as a Police report which determines culpability) to support an allegation of crime committed by a tenant on any allotment site the Council will start the termination of tenancy process.
- 1.11 If you are involved in a dispute with another plot holder both you and they should contact the Council for mediation. The Council will not be able to act on disputes between you unless appropriate evidence is provided such as a written summary and – if they can be safely obtained – photographs. The decision of the authorised Council Officer (supported with local knowledge from the Site Committee) is final.
- 1.12 Access to individual plots should be unrestricted, for example, your plot should not have a locked gate. Any officer of the Council or any person appointed by the Council (that can include a member of the Site Committee) must be permitted to enter any allotment plot for inspection purposes or to investigate complaints.
- 1.13 The Council is not liable for any loss (including by accident, fire, theft, flooding or damage of any tools or contents of sheds and greenhouses). The Council must show due care and attention in the management of the allotment site in this regard.
- 1.14 If your site has First Aid provision you should make sure you know the location of First Aid equipment and site procedures that allow emergency services immediate access. **The Council Out of Hours Emergency Number is 020 8744 2442.**

Both you, as a plot holder, and the Council have liability under the *Occupiers Liability Act*.

Health and safety on allotments is everyone's responsibility. You need to make sure your plot is as safe as possible for everyone. You have a duty of care for anyone on your plot regardless of whether they have permission to be there. What this means is that you must minimize hazards and risks (for example always use tools safely, beware of sharp edges on materials etc).

An injury to yourself, or authorised people accompanying you to the site must be sent as a written report, if relevant, to the Council. The Council must show due care and attention in the management of the allotment site in this regard.

The Site Committee can assist the Council by providing signage for First Aid equipment (if provided on your site) and appropriate contacts. Where a Site Committee has provided such First Aid equipment it should ensure that it is regularly re-stocked where necessary and the materials remain in-date.

- 1.15 Any special condition which the Council consider necessary to preserve the allotment from deterioration must be observed and carried out.
- 1.16 The Council Allotment Officer (or Site Committees on their behalf) will carry out regular site inspections usually in the Spring and Autumn to assess the plot against the Allotment Terms and Conditions. If any plot is found to be in breach of the Terms and Conditions, then the termination procedure will be activated.

- 1.17 New plot holders are encouraged to seek mentors from existing plot holders to get guidance and advice in the annual cycle of an allotment. Existing plot holders are also encouraged to volunteer as mentors for new plot holders.
- 1.18 The first 6 months of your tenancy are a probationary period. We may terminate your tenancy during this period if you do not cultivate your plot or if you breach the Allotment Terms and Conditions. We will always issue a warning letter setting out our concerns and give you a calendar month to make improvements. If improvements are unsatisfactory after this time then we will issue a Termination of Tenancy notice. During the probationary period there is no right of appeal. Site Committees will be informed when any probationary tenancies are issued.
- 1.19 Improved biodiversity is a key aim of the Council, and allotments already are a haven for wildlife. We encourage any wildlife friendly practices as long as these do not disadvantage surrounding plot holders. Any proven threat to protected species will result in immediate termination of your tenancy
- 1.20 It is your responsibility to tell both the Council and Site Committee of any change in your contact details.

## **2 TERMINATION AND APPEALS PROCESS IN RESPECT OF THE CONDITIONS OF CULTIVATION ON THE PLOT OR BREACH OF TERMS AND CONDITIONS**

- 2.1 Failure to comply with the Allotment Terms and Conditions will result in the Termination Process being activated.
- 2.2 You should expect the Allotment Officer or other Council representatives and the Site Committee to regularly visit your plot. When you pay for the use of your plot, you agree to the Council's Terms & Conditions.

If the cultivation standard at any time on a plot is below the 75% required by the T&Cs in 3.1 this could trigger the termination process.

A preliminary site inspection will be made early in the year to identify any plot considered below the average cultivation standard on that site.

We may send enquiry letters, e-mails and/or make a phone call to ask about your intentions for your plot. If necessary, you may be asked to contact the Allotment Officer or Site Committee within 2 weeks. If you do not reply within this period a first warning letter will be issued. This is the start of the formal process that could end with the - termination of your tenancy.

### **2.3 Written Warning**

This warning will be sent to the email address you provided OR posted to your home address if we do not have an email address for you.

It will give you one calendar month from the date of the email/letter to return your plot to an acceptable condition. It is very important that you acknowledge receipt of the warning letter either by e-mailing [allotments@richmondandwandsworth.gov.uk](mailto:allotments@richmondandwandsworth.gov.uk) or by writing to the Allotment Officer and/or Site Committee. As appropriate.

Your plot will be re-assessed at the end of the calendar month and there are three possible outcomes:

1. If you have made the improvements requested in the warning letter this will be acknowledged and no further action taken
2. If you have made significant improvements but not achieved all improvements requested in the warning letter you will be put on probation for 6 months and your plot re-assessed at the end of this period.
3. If you have not made the improvements requested in the warning letter the Council will issue a Termination of Tenancy Notice.

#### **2.4 Termination Notice**

A Termination of Tenancy Notice will be issued by the Allotment Officer if the conditions set out in the warning letter have not been met (or if you have been terminated for breach of another area of the T&Cs). Plot holders who have their tenancy terminated will be removed/excluded from waiting lists.

You will be given 2 weeks to clear your personal items (such as tools, poly tunnels, children's toys) from the date of the termination notice. If you do not clear your personal items the Council reserves the right to charge you any costs for clearing your plot.

If you receive a warning letter following two consecutive annual inspections during your ongoing tenancy and on the following third occasion your plot is found to be non-compliant with the T&Cs, your tenancy will be terminated with no right of appeal.

- 2.5 In most cases you will have the right to appeal a termination notice. Your appeal must be submitted in writing within 14 days of the date of the termination letter. The appeal should be addressed with proof of posting to the Parks Service Manager, 44 York Street Civic Centre, Twickenham, TW1 3BZ or emailed to: [allotments@richmondandwandsworth.gov.uk](mailto:allotments@richmondandwandsworth.gov.uk)

#### **2.6 Appeal Process**

An appeal hearing will be called where you will have an opportunity to present your case. The hearing will comprise a panel of two allotment Chairs (or Site Committee representatives) from other sites and will be Chaired by the Head of Culture, Environment and Community Services. The panel may have to visit your plot before the appeal hearing. The decision of this panel is final. There are four options available to the panel as follows:

1. Uphold the termination
2. Re-instate you with a probationary period of 6 months, where any further breach of the Allotment Terms and Conditions will result in immediate termination with no right to appeal.
3. Re-instate you with no probation

4. Re-instate you on a subdivided plot

The Appeal Hearing will be minuted and the minutes sent to both you and the panel to make sure there is a record of the process.

There will be the opportunity for everyone present at the Appeal Hearing to ask you, the Allotment Officer and any witnesses (you may call two witnesses) relevant questions. At the end of the hearing both you and the Allotment Officer can sum up their case.

**Appeal hearing – step by step**

1. Case presented by the Allotment Officer or Council Representative
2. Both you and the Appeal Panel can ask the Allotment Officer/Council Representative any questions
3. You present your case
4. The Allotment Officer/Council Representative and the Appeal Panel can ask you questions
5. The Allotment Officer/Council Representative sums up their case
6. You sum up your case

If the Appeals Panel decides on a probationary period it will, after 6 months, make a review. Following the review, the Appeals Panel will decide whether the conditions of the probationary period have been met. If there are no issues, you will remain on your plot. If there are breaches of the probationary conditions, or of the Allotment T&Cs, the Panel have a right to immediately terminate your tenancy with no further right of appeal.

**3. CULTIVATION**

- 3.1 Your plot is provided on an annual tenancy agreement. This agreement says that a minimum of three quarters of your plot should be in a cultivation cycle\*, with a minimum of three different crops being grown and that your plot should be generally kept in a tidy condition. Up to one quarter of your plot can be used to grow flowers.

\*A cultivation cycle is defined as ground preparation, planting of crops, tending and harvesting fruit and vegetables on a continuous annual basis.

Many plot holders have standing crops over the winter and also have fruit trees and bushes that should be maintained. All allotment plots should be tidied, prepared and made ready for planting in April.

- 3.2 No single crop may cover more than one quarter (25%) of your plot.
- 3.3 You may only plant fruit trees or bushes on your plot (you must not plant ornamental trees and bushes). Any new fruit trees you plant must be on dwarf root stock which will

grow up to a maximum of 3m (10ft) in height. New trees must be planted as near to the centre of your plot as possible.

- 3.4 Fruit bushes and fruit trees must be pruned and not cover more than one quarter (25%) of your plot. The plants must not overshadow adjoining allotment plots, or overhang boundaries or encroach on pathways. We may tell you to remove any trees that are, or are becoming, a nuisance to others, such as exceeding 3m (10ft) in height.
- 3.5 Mature fruit trees on your plot (trees that have been growing on the allotment for over 10 years) may be a hazard to you and your neighbours. Mature trees may be over 3m (10ft) in height and overhang more than one plot. If you have such a tree on your plot you can get advice about pruning it from our website.

You should not prune any branches over 75mm (3 inches) in diameter and you must not use power tools for pruning. Tree branches and roots which exceed 75mm (3 inches) in diameter may need specialist tools and the help of professional tree surgeons which must be paid for by the plot holder.

- 3.6 Hedges must be properly cut and trimmed, and must not overhang paths, plot boundaries or overshadow neighbouring plots. The maximum height of any hedges or boundary fencing must not exceed 1.2m (4ft) or be used to restrict access.
- 3.7 You must not plant ornamental trees or bushes whether conifers (spruce, fir, pine) or deciduous (eucalyptus, oak, ash) on your plot. Lawns, large play areas and equipment associated with a domestic garden are not suitable for an allotment.
- 3.8 There may be trees and shrubs surrounding the allotment site which the Council maintains as part of its Biodiversity Strategy for the borough. These trees will be identified and their locations recorded by the Council. These trees can only be pruned with permission from the Council's Tree Section. Advice on tree health and contact information for the Council is on our website.
- 3.9 There are many different cultivation methods and methods such as No Dig and permaculture are increasing in popularity. You can ask to leave a maximum of 25% of your plot fallow/uncultivated (for rotational purposes), but you must request this in writing, setting out the dimensions of the area and period of time required. This will be considered by the Site Committee or Allotment Officer and agreed if appropriate.

3.10 Non-cultivation of a plot to these standards will result in termination of your tenancy. (3.2)

3.11 You must not remove soil, topsoil, gravel, sand or clay from the allotment site.

#### **4. WATER SUPPLY, HOSES, BONFIRES, BARBECUES, CARPETS AND RUBBISH**

- 4.1 You must not make any connections or alterations to any aspect of the water supply unless express permission has been given by the Council. Water supplies will be turned off during the winter and on again in spring. Water points/taps are for the use of all plot holders no matter which plot they are on or adjacent to.

- 4.2 You may only use hand held hoses when they are being actively supervised to ensure that water is not wasted. You must turn off and disconnect your hose from the standpipe once you have finished watering and store your hose pipe on your plot (not leaving it lying on the path where it may be a trip hazard). You must not use a hose when a hosepipe ban is in force. Sprinklers or irrigation systems are not permitted.
- 4.3 Bonfires and the use of personal incinerators are banned. Any plot holder contravening these conditions will be dealt with via the termination policy.
- 4.4 You can only have a barbecue or gathering on your plot if no nuisance is caused to nearby plot holders and residents. You must never leave a barbecue unattended.
- 4.5 You must not use carpets or underlay to cover your plot.
- 4.6 You must store any maturing composting materials in properly constructed containers or in well-maintained heaps. You should dispose of any non-compostable materials or woody waste by taking it home or to the Council recycling facility at Kew. (See [https://richmond.gov.uk/townmead\\_road](https://richmond.gov.uk/townmead_road))

If you have woody waste that cannot be composted you should discuss this with your Site Committee/Site Representative. The Council may provide a woody waste collection in spring and/or autumn.

- 4.7 You must not bring rubbish and household waste onto your plot or any part of the site. You must remove all rubbish you create on site, ideally at least once per year and at the end of your tenancy.

If your plot is untidy and you are storing rubbish there (especially household goods and toys) this is a breach of the Terms and Conditions and may result in a warning letter and/or Notice of Termination if your plot is not tidied within a set timescale.

Where provision is made for rubbish collection you must adhere to the council or site guidelines. Failure to do so may result in termination of your tenancy.

## **5. ANIMALS AND LIVESTOCK**

- 5.1 You can only bring dogs onto your plot or allotment site if they are kept on a lead and under proper control at all times. If you or a visitor to your plot brings a dog onto the site you must clear up any dog poo and dispose of this at home and not at the site.

Dogs are only allowed in common areas and on the plot of the person in charge of the dog. You need permission to take your dog onto anyone else's plot. Proper control means that the dog must be on a lead and muzzled if the dog requires it. You must keep any dog close enough to the person in charge that it can be restrained (if necessary) or that it responds immediately to voice commands.

If your dog misbehaves and the Council investigates and finds you have breached the above conditions you will be placed on a 6-month probationary period.



If there are further dog related incidents during the probationary period the Council may terminate your tenancy or exclude the dog from the allotments; and you may be charged a penalty under the Council's Public Spaces Protection Order (Dog Control).

**You must not leave a dog unattended or overnight on your plot.**

- 5.2 You must not keep livestock on the site without the express and prior permission of the Council and Site Committee.

This permission will be reviewed at least annually.

Livestock cannot be brought onto the site until permission has been granted.

Permission will include inspection of the proposed facilities and consideration of the potential to attract vermin such as rats.

Housing for poultry including runs must not exceed one quarter of your total plot size.

You must comply with the Council Code of Practice for rules on keeping poultry which is available on the allotment webpage at [www.richmond.gov.uk/allotments](http://www.richmond.gov.uk/allotments)

- 5.3 You will be responsible for providing adequate welfare for all livestock. Any concerns will be investigated and reported by the Council to the RSPCA, if appropriate. If you have livestock you must provide a clearly visible sign which shows a contact phone number where you may be reached in the event of concerns about livestock management.
- 5.4 Beehives are only allowed on the site if permission has been expressly granted by the Council in consultation with the Site Committee. If you want to have a beehive you must already have received recognised training from an approved beekeeping society. If permission is granted for a hive you will be required to be members of a local bee-keeping society. Any plot holder with a hive should provide a visible sign where you can be contacted in the event of management concerns.

## **6. BUILDINGS, PATHS AND PONDS**

- 6.1 You must not erect any new buildings or structures, including fencing, on your plot other than sheds, greenhouses, fruit cages and polytunnels (without permanent bases). Buildings must not cover more than one quarter of your total plot. All structures should be temporary and removed at end of tenancy unless agreed with Council and committee. Cost of removal to be met by outgoing tenant.
- 6.2 You must speak to the Site Committee (or Allotment Officer if there is no committee) before you erect a new shed, greenhouse or polytunnel. Structures must not exceed the following sizes: sheds a maximum of 6 feet x 10 feet or 1.8m x 3m; greenhouses and polytunnels a maximum of 8 feet x 10 feet or 2.4m x 3m (provided these are within reason for the size of your plot). The maximum height of any structure must not exceed 6 feet or 2m in height at the eaves. Any new structure that overshadows or restricts access to neighbouring plots will have to be removed, for this reason it is advisable to consult anyone who may be affected before construction begins.

- 6.3 **Ponds:** You are allowed to put a small wildlife pond on your plot. Any pond structure must be temporary and must not be formed using concrete or other hard landscaping material.

Ponds must be situated at least 1.8m (6 feet) from any communal path, and should not exceed the maximum surface area of 1.5 square metres (16 square feet). Ponds must be no deeper than 60cm (approx. 2ft) at the deepest part.

Ponds must have shallow sloping sides and you must ensure that the edges of the pond remain clearly visible. Ponds must not be allowed to stagnate. We recommend ponds are surrounded by a fence or barrier. It is your responsibility to carry out a risk assessment to avoid any risk to other site users including children.

Ponds should have suitable planting around the boundary and you must include oxygenators and other plants in your pond.

Ponds should be self-sustaining and not need to be topped up from the main water supply. We encourage people who want to install ponds to ensure they have suitable water harvesting/collection on their plots.

- 6.4 All paths including main paths must be kept clear of obstructions at all times and must not be encroached upon.
- 6.5 Neighbouring plot holders will have a shared responsibility for keeping any path between their plots well maintained. Paths must be kept clear and free of any trip hazards. Plot holders should also keep within the set boundaries of their plot and not encroach upon any neighbouring plot.
- 6.6 Barbed wire must not be used on any part of on the allotment site.
- 6.7 You are responsible for clearly marking and maintaining the plot number on your plot.

## **7. SECURITY AND SAFETY**

- 7.1 You are responsible for locking the site gate on entry and exit at all times.
- 7.2 You must return your site keys on termination of your tenancy. The postal address is: Allotments Team, Civic Centre, 44 York Street, Twickenham, TW1 3BZ
- 7.3 You can only access the site via an authorised entrance; you must not make any other means of entrance or exit.
- 7.4 You must not store or use any hazardous or poisonous materials on your allotment plot.
- 7.5 The Council has a responsibility to deal with vermin but does not employ a Pest Control Officer. Rats, squirrels and pigeons may often be found on allotment sites, especially if there is inadequate maintenance of plots.

Insect pests such as wasps may also be a problem. Advice can be obtained from our

website. The Allotment Officer should be notified and their advice sought to deal with rodent or other pest infestation.

7.6 Foxes are not and have never legally been classed as vermin and are protected by a variety of legal acts. Information on humane ways to deter foxes can be found on our website. Foxes should not be fed or encouraged by plot holders.

7.7 Pesticides include: herbicides, pesticides, fungicides, algacides, moss killers and all such products or materials.

All pesticides must be in date and stored, used and disposed of in strict accordance with the manufacturer's instructions. They must be approved products that comply with all current national, regional and local regulations and Council guidelines.

Spraying pesticides must be confined to still days and in the early morning to protect bees and cause the least possible damage to wildlife.

Neighbouring plots, gardens and watercourses must not be affected by the application of pesticides.

The Council recommends that chemicals are used as a last resort when cultural and biological controls have not been sufficient.

7.8 You must comply with Richmond Council's Code of Practice *Challenging and Preventing Discrimination, Harassment & Bullying*.

[https://www.richmond.gov.uk/media/5593/code\\_of\\_practice\\_on\\_challenging\\_incidents\\_of\\_harassment\\_and\\_discrimination\\_2011.pdf#](https://www.richmond.gov.uk/media/5593/code_of_practice_on_challenging_incidents_of_harassment_and_discrimination_2011.pdf#) .

Plot Holders may find useful information about Allotment Site policies and issues on the Site Noticeboard as well as through e-media.

7.9 We reserve the right to revise, delete, or add to the Allotment Terms and Conditions at any time following discussions with BRAG (Borough of Richmond Allotment Group). You will be informed at least four weeks before the new Terms and Conditions are implemented by email. The Site Committee may provide information about updated Terms and Conditions using appropriate means. Site Noticeboards may also have updated information

END OF T&C