

Environmental Services  
North London Business Park  
Oakleigh Road South  
London N11 1NP

*file  
allotments*

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Tel: 020 8359 7823  
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Fax:: 0870 8896806  
Date: March 2005  
Our Ref: ES/MM/mrt/allotments

Dear Sir/Madam

**Allotments- Lease and Rules**

Please find enclosed the Rules for Allotments and two copies of the Lease for your allotment. Please sign one copy of the Lease and return it to Mary Turp, Greenspaces Section at the above address. The second copy is for your records.

Yours faithfully

*Steve Presland*

Steve Presland  
Head of Environmental Services

ALLOTMENT ACTS 1908 TO 1950  
RULES AS TO ALLOTMENT GARDENS

Made by the London Borough of Barnet with respect to allotment gardens in the said  
London Borough

INTERPRETATION OF TERMS

1. (a) Throughout these rules the expression "the Council" means the London Borough of Barnet and includes any person body or committee appointed by the Council under the Allotments Acts 1908 to 1950.

DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE  
ALLOTMENT GARDENS

2. Preference shall be given to any man or woman who at the time of application to the Council for an allotment garden is resident in the London Borough of Barnet and shall be eligible to become a tenant of an allotment garden subject to the statutory provision that one person shall not hold allotments exceeding the amount under the above-mentioned Acts.

DIVISION OF THE LAND INTO ALLOTMENT GARDENS

3. The Council will maintain records showing each allotment garden and distinguishing it by a separate number

RULES AS TO THE LETTING OF THE ALLOTMENT GARDENS AND FOR  
PREVENTING ANY UNDUE PREFERENCE IN SUCH LETTING

4. Every application for an allotment garden shall be in the form required by the Council from time to time, and shall be sent or delivered to the Council's stated representative who shall enter particulars of the application in a register to be provided for that purpose, and preference shall be given to the earliest applicant when a vacancy arises.

## AGREEMENTS FOR LETTING ALLOTMENT GARDENS

5. An agreement to let an allotment garden to an applicant may be signed on behalf of the Council in accordance with its Constitution and may be in the form set out in the schedule to these rules PROVIDED ALWAYS that where the Council enter into a Lease with an Allotment Association in respect of an Allotment Site and any conflict arises between the terms of the Lease and these Regulations, then the terms of the Lease shall prevail

## GENERAL CONDITIONS UNDER WHICH THE ALLOTMENT GARDENS ARE TO BE CULTIVATED

6. The tenant of an allotment garden shall comply with the following conditions:
  - (a) To keep the whole of the allotment clean and weed free and in a good state of cultivation and fertility and in good condition to the satisfaction of the Council
  - (b) Not to cause or permit any nuisance or annoyance to the Council or the owners or occupiers of adjoining property or the occupier of any other allotment or obstruct or encroach on any path or road set out by the Council nor to park or cause to park any motor vehicle or any wheeled vehicle on any part of any allotments or the site except in designated parking areas and only when in attendance on the site.
  - (c) Not to cultivate the allotment within nine inches of any of the boundaries thereof as shown on the relevant layout plans prepared by the Council thus enabling joint side paths to be not less than eighteen inches wide and jointly with adjoining tenants to maintain the said paths to the satisfaction of the Council

- (d) Personally to cultivate the allotment and not to use it for any purpose other than as an allotment garden and not to underlet assign or part with the possession of it or any part thereof or of any interest therein
- (e) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the allotment garden unless accompanied by the Tenant or a member of his family
- (f) Not to cut or prune any timber or other trees owned by the Council or take or sell or carry away any soil mineral gravel sand or clay nor move or in any way interfere with any plant equipment or installation belonging to the Council nor dig or permit to be dug any pit shafts wells or ditches
- (g) Subject to sub-clause (f) above to keep fruit trees and bushes planted after 2002 on the allotment pruned to a reasonable size and height but not in any event to exceed twelve feet in height PROVIDED THAT no trees or bushes other than fruit trees or bushes may be planted and to keep every hedge or shrub that adjoins the allotment properly cut and trimmed
- (h) Not to erect any shed greenhouse polytunnel building structure fence wall hedge notice or advertisement on the allotment except in accordance with current guidance notes determined for the time being by the Council
- (i) To keep in a proper state of repair to the satisfaction of the Council any shed greenhouse building structure fence wall or hedge on the allotment erected in accordance with Clause 6(h) hereof
- (j) Not to use barbed razor or similar wire on any part of the allotment or allotment site
- (k) To indemnify and keep indemnified the Council its officers and servants from and against all costs claims demands proceedings expenses and payments

whatsoever that may be made or instituted against them or any of them in relation to the use by the Tenant or the tenant's employees visitors or contractors either directly or indirectly of the allotment and which would not have arisen but for the granting of this tenancy

- (l) Not to take on or allow others to take on to the allotment any materials or equipment not directly used thereon nor place nor deposit on any part of the Site or its environs any material equipment refuse rubbish or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) except that allotment generated rubbish other than green waste may be disposed of in the skip when available and green waste should be composted or disposed of in a container provided for that purpose when available.
- (m) Not to enter or leave the Site without locking the gates thereto where such are provided
- (n)
  - (i) To use only a watering can or hand held hose where permitted but not to use on the allotment garden any sprinkler system
  - (ii) To use any troughs only for the filling of watering cans
- (o) Not to keep any animals or livestock upon the allotment garden except to the extent permitted by Section 12 of the Allotment Act 1950 PROVIDED THAT dogs will be permitted on the site but remain the responsibility of the Tenant and must remain under control at all times
- (p) Not to burn bonfires anywhere on the Site unless expressly authorised by notice on individual allotment sites in accordance with any restriction which will be posted at entrance or access gates. Where permitted bonfires must be kept under control and not left unattended.

- (q) As regards the allotment garden, observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land or to which the Council's title to the land is subject
- (r) To observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration, and of which notice to the applicants for the allotment garden is given in accordance with these rules

#### PAYMENT OF RENT

- 7. The rent of an allotment garden shall be paid as provided in the Agreement signed between the parties

#### POWER TO INSPECT ALLOTMENT GARDENS

- 8. Any member or officer of the Council or any duly authorised agent or contractor shall be entitled at any time to enter and inspect the allotment or undertake any necessary works thereon or on the site PROVIDED THAT except in case of emergency reasonable prior notice will be given to the Site Representative

#### TERMINATION OF A TENANCY OF AN ALLOTMENT GARDEN

- 9. This tenancy shall terminate on the happening of any of the following events:
  - (a) In the event of the death of the Tenant the tenancy shall terminate six months after the date of death or sooner by agreement with the Council
  - (b) Forthwith whenever any tenancy or right of occupation of the Council shall terminate
  - (c) (i) If the rent and/or water charge is in arrear for not less than 40 days whether legally demanded or not; or

- (ii) If the Tenant is not duly observing the conditions of his tenancy or shall abandon the allotment

then and in any such case the tenancy shall terminate upon the expiration of one calendar months' written notice in that behalf given by the Council to the Tenant

- (d) If either the Council or the Tenant shall give to the other one year's previous notice in writing to determine the tenancy hereby created at any time on or before the sixth day of April or on or after the twenty-ninth day of September in any year then and in such event the tenancy hereby created shall determine at the end of such year's notice Provided Always that the Council may at its discretion accept a lesser period of notice from the Tenant expiring at any time

- (e) If the Site or any part thereof that includes the allotment shall be required by the Council for a purpose for which it was acquired or to which it has been appropriated by the Council in which event the tenancy may be determined by the Council by three calendar months' notice in writing

- (1) The Tenant shall on entering into possession of the allotment pay to the outgoing tenant of the allotment any statutory compensation payable for crops or improvements as defined by the Allotment Acts
- (2) The General Rates in respect of the allotment shall be paid by the Council
- (3) The Council shall be entitled to recover from the Tenant on his vacating the allotment on the termination of the tenancy hereby created statutory compensation in respect of any deterioration of the allotment caused by failure of the Tenant to maintain it as required by Clause 6(a) hereof

## SERVICE OF NOTICES

10. Any notice required to be served hereunder may be served
  - (a) on the Tenant either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or by fixing the same in some conspicuous manner on the allotment; or
  - (b) On the Council by addressing it to the Chief Executive for the time being of the Council and leaving it at or sending it by prepaid post to the Council's offices for the time being
11. Any future changes to these rules will be notified to allotment holders and posted in a prominent position on each allotment site

## FORM OF APPLICATION FOR ALLOTMENT GARDENS

### SCHEDULE

#### Agreement to let an allotment garden



This Agreement is made the 18<sup>th</sup> day of April 2005

BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of Town Hall The Burroughs Hendon London NW4 4BG acting by the Council of the said Borough by Jeffrey Eric Lustig Borough Solicitor (hereinafter called "the Council") of the one part and I

Cricklewood London NW2 3SL (hereinafter called "the Tenant") of the other part whereby the Council agrees to let and the Tenant agrees to take the allotment situate at Hospital Fields (hereinafter called "the Site") comprising Plot No 90 in the Register of Allotment Gardens maintained by the Council and containing 10 poles or thereabouts (hereinafter called "the allotment") from the first day of April for one year and thereafter from year to year until the same shall be determined in manner hereinafter appearing at a yearly rent of £100 and by way of further rent a yearly water charge of £8.50 which said sums shall be paid by annual payment in advance on the first day of April in each year or from such date as the Council may determine and so in proportion in respect of any period less than a year over which the tenancy may extend PROVIDED ALWAYS that any such rents and water charges aforesaid may in the future be increased or decreased by the Council after giving to the Tenant twelve months' notice in writing of its intention so to do and upon expiration of such notice the increase or decrease therein specified shall forthwith take effect

This tenancy is subject to the Allotment Garden Rules made from time to time by the Council and to the Allotments Acts 1908 to 1950

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the said

.....

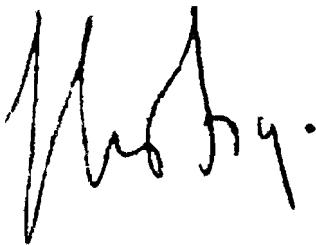
In the presence of:

Witness .....

Address .....

.....

Occupation .....

A handwritten signature in black ink, appearing to read "JEFFREY ERIC LUSTIG". The signature is stylized and cursive.

SIGNED on behalf of the Council by  
JEFFREY ERIC LUSTIG