

## Appendix

### **WATFORD BOROUGH COUNCIL ALLOTMENT TENANTS TERMS AND CONDITIONS**

In July 2013, the Council outsourced its Parks and Open Spaces Service to Veolia Environmental Services as part of a 7 year Environmental Services Contract. As part of this process, this included the management, maintenance and administration of allotments in Watford. The former FAQ's have been updated to reflect these changes and are now Terms and Conditions for all allotment tenants.

#### **1. Renting a plot**

It costs £4.40 per 25 square metres (approximately equal to 1 'pole') per year from 1 April 2013 to 31 March 2014, and an inflationary increase (based on the RPI each September) will be applied annually thereafter. Invoices will be issued by the Council's Partner, Veolia Environmental Services and made payable to them.

#### **2. Paying for your plot**

Invoices are sent out once a year in October. Payment is for 6 months in advance and 6 months in arrears; from 1 April to 31 March. Failure to pay promptly (Veolia payment terms are within 30 days) will result in the termination of your tenancy agreement. Allotments let within the year will be charged at the full annual rate.

#### **3. Allotment concessions**

50% discount is available to plot holders on the following means tested benefits **only**:

- Housing Benefit, in the form of Rent Allowance or Local Housing Allowance for people living in rented accommodation
- Council Tax Benefit
- Income Support
- Job Seekers Allowance (income based)
- Working Tax Credit
- Child Tax Credit
- Guaranteed Pension Credit (not 'Savings Pension Credit')
- Employment and Support Allowance (Income based)

The list of means tested benefits will be updated annually to reflect changes in welfare reform regulations

#### **4. Plot cultivation**

"Under cultivation" means at least 75% of your plot is cultivated or managed appropriately.

- Plots covered in short or long grass or weeds, or covered by other material for more than 6 months are classed as not cultivated.
- New tenants must start cultivating within 2 months of taking on a plot.
- If you do not cultivate your plot according to these rules, your tenancy will be ended unless you can satisfy the Council that your personal circumstances (see examples in 5 below) are such that you had good reason why you could not cultivate your plot.
- Tenants who receive 2 consecutive annual non-cultivation letters (valid from January 1<sup>st</sup> 2014) will have their tenancies terminated regardless of the reason..

(Please note - You must inform your site supervisor immediately if you are having difficulties or the Veolia Environmental Services Service Support Team on 0203 567 6900).

**5. Adverse weather conditions and plot cultivation**

As above, 75% of your plot must be cultivated or managed appropriately. However, the Council or its Partner will assess individual circumstances in relation to weather and “personal circumstances” such as ill health, bereavement. The Council’s or Veolia’s decision shall however be final.

**6. Covering plots**

As long as you maintain the cultivation levels as shown in point 4, you can cover unused areas of your plot with suitable weed suppressant material. Carpet **must not** be used as residues in carpets are harmful to soils when they break down.

**7. Numbers on allotment plots**

You should have a clear sign at the front of your plot. It is one of the rules on your tenancy agreement. These have been provided by the Council and must be on display at all times.

**8. Rubbish on plots**

In most cases, you take the plot “as seen” when you choose it. However, if you find any potential hazardous waste, please contact your site supervisor and Veolia and they will assess accordingly. In some cases, if the plot is in very poor condition, they will remove and clear the plot for you. However, in general, any rubbish you find, you will need to take to a refuse site. Please also see T&C 15.

**9. Structures on allotments (sheds / greenhouses / polytunnels)**

You must write to Veolia for permission to put up **any** structure on your plot, and it cannot be any larger than 2.5m long x 2.0m wide x 2m high for a shed or greenhouse. If you wish to erect a polytunnel, the maximum size is 5m long x 3m wide x 2m high. You must not use concrete, corrugated metal, bricks or asbestos. No more than **15%** of the plot is to be taken up by structures. If this is exceeded, your tenancy will be terminated. If you vacate your plot or have your tenancy terminated, you will be expected to remove any structures you have erected. If not Veolia will remove and recharge you for the costs of doing so. This T&C is valid from January 1<sup>st</sup> 2014.

**Please note:** Watford Borough Council and Veolia can take no responsibility for your shed / greenhouse or any personal belongings left on your plot / in your shed / greenhouse. We advise you to look at the possibility of insuring any such items against theft / damage.

**10. Fences and gates on plots**

All allotment plots should have a pleasant, open aspect and be divided by a path of a width between 45cm to 60cm (18” to 24”), which is for the use of you and your neighbour. Do not cultivate or obstruct the path, and do not put up a fence. There are some exceptions to this condition at Paddock Road allotments due to its open nature.

**11. Maintenance of paths between plots**

You and your neighbour are responsible for the maintenance of paths between plots. This is a rule of your tenancy agreement. Usually, you are responsible for the path on

your *left*, (facing your plot from an access road). Paths must be kept clear at all times with no rubbish dumped on them. If you are not sure which path you are responsible for, please contact Veolia direct.

## **12. Bonfires and Incinerator bins on allotments**

Bonfires are **not** allowed at any time on any site. However the use of incinerator bins is permitted on all sites but only during the following period:-

- 1<sup>st</sup> September to 31<sup>st</sup> March on any Tuesday after 12 noon or the first weekend of the month after 12 noon. Incinerators must not be started before 12 noon and must be extinguished by dusk.

If you have an incinerator bin please ensure that you only use it with the lid on. Keep the incinerator bin as far away from residential properties as you can to minimise any nuisance that the smoke may cause. The following conditions also apply:-

- No material other than that produced on your plot is to be burnt in the incinerator bin.
- Only burn when suitable weather conditions permit to avoid causing a nuisance to local residents (wind drift etc.)
- Only organic matter such as wood, prunings and dry vegetable matter to be burnt.
- Do not set fire to massive piles of material, it is better to start your incinerator with a small amount and then add more material when it is very hot.
- Non-vegetable matter such as plastic, rubber, roofing felt or bitumen, carpet, etc. shall not be burnt. Flammable liquids such as old sump oil shall not be burnt or used to light incinerators.
- Extinguish the incinerator before leaving the site - do not let it smoulder after you have gone.
- Only burn on your own plot, do not light fires for others.
- In the event of a complaint to the plothead from another tenant, or a member of the public, with regard to a nuisance being caused the incinerator must be extinguished immediately.

Any violation of times or conditions will lead to automatic termination of tenancy. Veolia also provides green waste bins to all Watford households, and unwanted green waste not being composted on your plot, including diseased plants, can also be put in this bin.

**NOTE:** This is for a trial period for 12 months only dating from January 1<sup>st</sup> 2014 to December 31<sup>st</sup> 2014 after which this will be reviewed.

## **13. Trees on plots**

You may be allowed to plant fruit trees on your plot, but please contact Veolia first. You do not need permission for fruit canes e.g. blackcurrants. You need permission to cut or remove trees, including hedges, from an allotment.

## **14. Fixtures and Fittings on plots**

You must not make any changes to any permanent fixtures, such as fences or water tanks.

## **15. Storage of household items on plots**

Only garden tools may be kept on an allotment plot. You may not bring any rubbish onto the allotments. If you do, your tenancy agreement will be terminated, and you may

be taken to court for fly tipping.

**16. Green waste on plots**

You should try to compost all your green waste on your own plot and not others. If you dump any green waste on another plot, whether cultivated or not, your tenancy agreement will be ended, and you may be taken to court for fly tipping.

**17. Grass cutting on allotment plots**

You must keep your own plot cultivated and keep the left-hand path between your plot and your neighbour's neat and tidy. Vacant plots are cut if the Council or Veolia decide it is needed.

**18. Livestock on plots**

You may be able to keep chickens or bees on your plot, but you need to check with Veolia first. There are strict guidelines on looking after livestock on allotments and you must comply with the RSPCA guidance that will be issued with every request to keep livestock. Failure to comply with this guidance **will result in termination** of your tenancy agreement. Structures for livestock must not cover more than 15% of your plot – see No. 9.

**19. Car parking on allotment plots**

You can only park your car in the car parks or on spaces set aside for car parking. You can park your car on the allotment roadway to load or unload it, but please be ready to move your car at any time.

**20. Additional plot requests**

You may have a second plot, but not on sites where there is currently a waiting list. You will need to complete an allotment application form for a second plot. The site supervisor will also check your current plot to make sure it is in good condition before the Council and Veolia let you have a second plot and we would only allow a further plot if you have been cultivating your existing plot satisfactorily for 12 months.

**21. Extra / replacement keys**

The Council will soon (early 2014) be upgrading all the locks at all sites with more substantial and secure locks. **A £15 deposit will be required from you for the new key and will be returned when your the tenancy finishes and the key is returned.** In relation to replacement keys you can only have a new key if the old one is worn or lost. If lost, your deposit will be lost and a further £15 deposit required. Please call the Support team on 0203 567 6900 as you will need to fill out a form.

**22. Dogs on allotments**

Only guide or assistance dogs are allowed on allotment sites.

**23. Transfer of plots to the next of kin when a tenant passes away**

Upon the death of the tenant, if it can be shown that the plot was cultivated by any member of the tenant's immediate family (spouse, partner or child), then subject to the Council's or Partner's discretion and agreement, the plot can be transferred to the immediate family member who must apply to take over the tenancy in their own right.

**24. Allotment plots for residents living outside Watford**

You have to pay your Council Tax to Watford Borough Council to have one of our plots. This rule has been in place since 1 December 2010. If you live outside of Watford and had your plot before this date you may keep it. You must notify Veolia in writing within

28 days if you move and provide your new address. If you have moved out of Watford, you will be given 12 months notice to terminate your tenancy..

**25. Previous terminations of tenancies**

You have to wait three years from the date your previous tenancy was ended before you can re-apply to go on the allotments waiting list or be given another plot.

**26. Cultivation of allotments for commercial purposes**

The allotment is to be used wholly or mainly for the cultivation of vegetables, flowers and crops for consumption by the tenant or tenant's family. It is not to be used for any commercial use or operation.

**27. Disputes with a fellow allotment tenants**

Any cases of dispute between tenants and others shall be dealt with by the site supervisor initially. If this cannot be resolved, this should be referred to Veolia who will discuss with the Council who will make a final decision.

## **Further Notes**

### **Bonfires**

It is always preferable to compost as much allotment waste as possible; it is better for the environment and will provide you with free compost for your allotment. We appreciate that you may have allotment waste which is non-compostable but we ask that you remove this from site or burn in an incinerator bin as per these Terms and Conditions. Bonfires are not permitted as a smoky bonfire will cause a nuisance to local residents and may be in contravention of the Environmental Protection Act 1990. This act prohibits a statutory nuisance being caused by smoke, fumes, gases or odour. To be a nuisance the smoke must either be a cause of material harm or must substantially interfere with the enjoyment of land.

### **Size of plots**

The average size of a plot is 125 square metres (5 poles). There are also smaller and larger plots on most sites.

### **Problems on site**

The volunteer site supervisor is there to help you with any questions, or phone the Veolia Environmental Services Service Support Team on 0203 567 6900 or email [Enquiries.watford@veolia.co.uk](mailto:Enquiries.watford@veolia.co.uk)

### **Supply of manure**

The Council and Veolia do not provide manure. However, speak to your site supervisor, as they may have a contact.

### **Revisions**

These Terms and Conditions can be updated at any time by Watford Borough Council.

**Updated 11<sup>th</sup> November 2013**