

HAMPSTEAD - GARDEN - SUBURB - TRUST

ALLOTMENT AGREEMENT

THIS AGREEMENT is made on 20...

BETWEEN

THE HAMPSTEAD GARDEN SUBURB TRUST LTD incorporated and registered in England and Wales with company number 00928520 and a charity in England and Wales with number 1050098 whose registered office is at 862 Finchley Road London NW11 6AB

and ('the Plot Holder')

of

DEFINITIONS

Plot Allotment Plot number
on

Site The site known as
in the Hampstead Garden Suburb

Site Secretary The secretary, for the time being
at

Rent £

I ('The Plot Holder') confirm that I have read the following Allotment Agreement and Health & Safety Guidelines on pages 3-7, and I agree to abide by its terms and conditions.

SIGNED

On behalf of the Trust Date.....20....

SIGNED

By the Plot Holder..... Date.....20....

Plot Holder:.....

Email address:.....

Telephone Number:.....

HAMPSTEAD - GARDEN - SUBURB - TRUST

An introduction to the ALLOTMENT AGREEMENT

The following document is a contract to be signed by any new plot holder within those Hampstead Garden Suburb allotments owned by the Hampstead Garden Suburb Trust. The contract includes health and safety guidelines that need to be observed.

The history of allotments is steeped in the idea of community and collaboration. The Allotment Acts enshrine protection over these private/public spaces and these particular sites function as vital concentrations of greenspace within the overall environment of the Suburb. They are fundamental to the aesthetic and social values expressed by Henrietta Barnett's vision of what the Garden Suburb should represent, and they provide sanctuary for the Suburb's wildlife.

This agreement reflects the care and attention that is required when undertaking work on an allotment, and the responsibility of each plot holder or contributing actively to the overall health of the allotment environment. It is also intended to ensure that working an allotment is a pleasurable and rewarding activity that benefits all plot holders.

The HGST is committed to supporting an awareness and dedication to strong ecological principles. Where measures can be taken to enhance and protect the biodiversity within these sites, the Trust will be supportive. These allotments function critically within the ecosystem of the suburb and whilst cultivation is the primary focus of these allotments, the principles of sustainability and conservation ought to be seen as productive towards this goal.

The Hampstead Garden Suburb Trust is the freehold land owner and landlord under the agreement. Each allotment site is looked after on a day to day basis by a volunteer allotment secretary, themselves plot holders. You will be advised of the name and contact details of the allotment secretary for your site.

Please do speak to your site secretary in the first instance about any advice you need or concerns you have regarding your tenancy or working your plot. As experienced plot holders themselves they can help you get the best out of your plot and avoid losing out on what has proved to be a valuable and fulfilling hobby for many.

Also attached are links to the National Allotment Society Website as well as Gardeners World, both of which have a great wealth of information for the beginner and seasoned pro alike. Please read all of the documents thoroughly before signing the agreement and once you have, remember to respect this communal space and most importantly, enjoy the fruits of your labour.

Useful links

- National Allotment Society - <https://www.nsalg.org.uk/>
- Gardeners World - <https://www.gardenersworld.com/>

Note: this page is for information only and does not form part of the Agreement itself

HAMPSTEAD - GARDEN - SUBURB - TRUST

ALLOTMENT AGREEMENT Terms and conditions

IT IS AGREED as follows:

ALLOTMENT

The Trust agrees to let and the Plot Holder agrees to take Plot on a yearly tenancy for the dates and rents as set out in the signed form, subject to change as decided by the Trust and published on the Trust's website.

RENT AND OTHER COSTS

The Plot Holder shall pay the rent yearly in advance on 1 January each year into the Hampstead Garden Suburb Trust bank account **using the reference code** provided by the site secretary:

Account: 51014706
Sort code: 40-07-01 (HSBC)
Account name: The Hampstead Garden Suburb Trust Limited

Where water is provided and metered, the Plot Holder will be responsible for an equal share of the annual cost of such water.

ALIENATION

The Plot Holder must not sublet, assign or part with possession of any part of their Plot without first obtaining written permission from the Trust.

CULTIVATION AND USE

The Plot Holder shall at all times keep their plot properly cultivated (predominantly for vegetables and cultivated fruit), free from weeds and noxious plants and in good and tidy order, and shall so deliver it up at the end of the tenancy.

No trees shall be planted except those producing fruit and described as "dwarf" varieties.

The use of pesticides, fungicides and insecticides or any other applications containing poisons is only permitted if approved for home or amateur use. No such materials shall be stored on Site.

When using any sprays or fertilisers, the Plot Holder of an allotment must:

take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

comply at all times with current regulations.

The Plot Holder shall not use the Plot for any commercial purpose.

BOUNDARIES

The Plot Holder shall not erect any boundary to the perimeter of any Plot.

HAMPSTEAD - GARDEN - SUBURB - TRUST

Raised beds defining a boundary must not present a hazard to other users of the Site. The Trust reserves the right to remove any boundary or unsuitable materials and reclaim any costs incurred from the Plot Holder.

The Plot Holder must keep any hedge forming part of it properly cut and trimmed and every path adjoining the Plot neat, tidy and free of obstruction.

The Plot Holder shall keep any ditch on or adjacent to the Plot properly scoured and clean.

STRUCTURES

The Plot Holder must not erect any building or other structure without the written consent of the Trust.

NUISANCE

The Plot Holder must not cause any nuisance or annoyance to any plot holder at the Site of an or obstruct the paths set out by Trust.

The Plot Holder must not enter onto any other Plot at any time without the express consent of the Plot holder, nor allow the obstruction of or encroachment onto any land outside the area of their own Plot.

The Plot Holder must not obstruct or delay any contractor employed by the Trust to undertake works on the Site.

WASTE

The Plot Holder must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay, without the written consent of the Trust.

Where communal composting facilities are not provided, green waste may be composted within the area of the Plot Holder's own plot in a suitable container.

Non-compostable waste, sheeting, pots and any other materials no longer in active use must be removed from site by the Plot Holder within two months.

DOGS

The Plot Holder must not bring any dog or cause any dog to be brought into the Site unless the dog is necessary to assist with accessibility for the Plot Holder and such dog must be kept on a lead at all times.

WATER

Where water is not otherwise provided, the Plot Holder may place a covered water butt on their Plot for personal use.

Ornamental ponds and holes intended for drainage or collection of rainwater are not permitted.

BONFIRES

Bonfires are only permitted between 1st November and 30th April inclusive subject to the Plot Holder obtaining consent of the Site Secretary in advance of lighting any bonfire.

HAMPSTEAD - GARDEN - SUBURB - TRUST

HEALTH AND SAFETY

The Plot Holder must observe and perform all guidelines set out the Health and Safety Guidelines appended to this agreement and subject to such changes as the Trust shall make and notify the Plot Holder of via the Allotment Secretary and on the Trust's website from time to time.

If the Plot Holder becomes aware of any breach this agreement by another Plot holder they must inform the Trust or Site Secretary immediately.

Tools and equipment may not be stored on Site unless storage facilities are provided. The Trust reserves the right to remove and dispose of any personal property or materials at any time if in the Trust's opinion they are dangerous, could cause damage to others, or otherwise breach the terms of this agreement. The Trust reserves the right to reclaim any costs incurred from the Plot Holder.

INSPECTION

The Trust or Site Secretary may enter and inspect the plot at any time and advise the Plot Holder of any action required to meet the terms of this agreement.

In the event that an inspection or other information determines that the terms of the agreement have been breached and not otherwise addressed, the Trust will notify the Plot Holder of the breach in writing and request confirmation that the breach will be rectified within a period not exceeding 28 days.

The Trust or Site Secretary may then inspect the Plot and confirm in writing to the Plot Holder whether the terms of the agreement have been met.

DISPUTES

In the event of any dispute, the Plot Holder must raise the matter with the Site Secretary in the first instance. If the matter cannot be resolved it will then be referred to the Trust, whose decision will be final.

TERMINATION

The Agreement will terminate automatically on the date of the Plot Holder's death but the Trust will give sympathetic consideration to transferring the Agreement to a family member in advance of other applicants.

Any applications made by a family member must be made within two months of the Plot Holder's death.

The Agreement may be determined by the Plot Holder giving notice in writing to expire at any time no later than six months from the date of the notice and by the Trust giving no less than six months' notice in writing expiring on 31st December.

The Trust may determine the Agreement by re-entry at any time after giving one month's notice in writing to the Plot Holder or by affixing a notice to the Site on which the Plot is situated for a period of two months:

- a) if the rent is in arrears for more than ninety days from the beginning of the annual contract year (1st January), whether it has been demanded or not

or

- b) if the Plot Holder is not duly observing the rules affecting the Plot or any other term in this agreement or in Schedule 1

HAMPSTEAD - GARDEN - SUBURB - TRUST

ALLOTMENT HEALTH AND SAFETY GUIDELINES

Introduction

There are some important health and safety issues on the allotments. Many hazards exist on allotments and it is the duty of users to understand these, be prepared in the event of an accident and know what to do if an accident occurs. If a Plot Holder becomes aware of any breach of these guidelines by another Plot Holder any hazardous practices or hazardous part of the allotments, please inform the Trust through the Site Secretary immediately.

The Trust reserves the right to remove and dispose of any personal property on the allotments at any time, if in the Trust's opinion damage could be caused to others.

Disclaimer

Anyone entering or using the allotments does so at their own risk and the Trust cannot accept responsibility for injuries or damages arising to anyone entering the allotments.

Anyone entering any allotment site managed by Hampstead Garden Suburb Trust for any reason agrees to abide by these Guidelines.

Guidelines to be observed by all plot holders and any other persons on a Hampstead Garden Suburb Trust managed allotment site

Site safety

1. Children under the age of 16 are not permitted to use or visit any allotment site without the supervision of an adult who shall take fully responsibility for the actions of the child(ren) whilst they are on the site.
2. If you have an open water butt on your site, always keep an eye on any children. Children find these fascinating and can easily topple in by accident. Report any pond, open water butt or other expanse of water to the Trust. If they cannot be removed they will be fenced off.
3. Whilst using allotment sites, tools and equipment must be kept in a tidy manner. Never leave tools where someone may trip over them and never leave pronged tools with their prongs pointing upwards.
4. It may on occasion be necessary for the Trust to employ contractors to maintain the allotments. Exercise due care and attention on these occasions, stay well away from the works and cause no obstruction or delay to the contractor.
5. Do not use ladders.
6. Do not interfere with any fencing installed by the Trust on the allotments or access paths and report to the Trust immediately any interference or damage.
7. Do not interfere with the water supply to any allotment except to turn off a stopcock during winter (with the permission of the Trust or Site Secretary) or in an emergency.
8. Hosepipes are not to be used on the allotments.

Personal safety

9. Before you start a potentially dangerous job (e.g. carrying heavy items or using a tool), stop and think about how you might hurt yourself or others on the site. If there is a safer way to undertake the work, do so. All risk cannot be eliminated, but take any action to reduce the risks such as wearing appropriate safety equipment and warning other users in advance of what you are doing and to stay clear.
10. Ensure that your tools are in good condition and suitable for the task you are undertaking.
11. Wear gardening gloves to protect your hands, although remember never to wear a glove on your hand which is holding a swinging tool. This will help prevent the tool from accidentally slipping out of your grasp.

HAMPSTEAD - GARDEN - SUBURB - TRUST

12. There may be broken glass or rubble on some of the allotments, so wear appropriate gardening footwear, ideally with a thick sole and hardened toe to prevent injury from standing on anything sharp or dropping something heavy on your toes.
13. Keep paths clear of algae as these can become slippery when wet. Some paths are uneven, so please take care when accessing sites and plots. Report any slippery or uneven paths to the site secretary or the Trust.
14. Keep any site gates closed and report any gate defects to the Site Secretary or Trust office.
15. Do not undertake dangerous work on your own or when neighbouring gardeners are not about (but make sure they are a safe distance away).
16. Do not do too much work in one go, have regular rests, and never carry out dangerous jobs when you are tired, as this is often when accidents can happen.
17. Wash your hands after any gardening activity and before eating or handling food.
18. Clean and protect all cuts and grazes with waterproof plasters as soon as possible.
19. Let a friend or family member know when you are going to be working on the allotments and for roughly how long.
20. If you have a mobile phone, keep it with you. Make sure you know how to describe where your site is. For the emergency services, anyone in trouble can be very hard to find amongst the maze of Suburb gardens and twittens.
21. Know some basic first aid and have a first aid kit with you; make sure it is kept clean and up to date.
22. Ensure that you stay hydrated whilst you are on the Site. Bring water with you to drink whilst you are working on your plot, especially when the weather is warm.

In an emergency

23. If you find yourself in trouble shout for help. If you are in serious trouble and no one is there to help, use your mobile phone if you have one and call 999. You will need to be able to direct the emergency services to where you are on the allotments site. If you are unsure of directions call the Hampstead Garden Suburb Trust (0208 455 1066) and tell them what has happened and where you are. They can then help and direct the emergency services to you. (Please note that this telephone number will only be useful during normal weekday working hours).
24. If someone is with you and they can get help, arrange for someone to meet the emergency services at the entrance to the site. They can then unlock any gates and direct the emergency services to you much more quickly once they have arrived at the site.
25. If you are able to talk to the emergency services tell them as much as possible about what has happened, as this can save time when they arrive at the scene. Keep yourself warm. Do not panic and try to keep calm.
26. We would encourage anyone using the allotment sites to download the app 'what3words'. This app can locate your precise location down to a 3 metre square. It then generates a unique reference for the emergency services to assist in finding anyone who is injured in a remote or difficult to find location.
27. Let your GP know that you will be working an allotment and take their advice in respect of any suitable safety measures (e.g. Tetanus or other relevant vaccinations).