



Clapham Allotments Terms and Conditions 2026



Please note: Copies of this document can be obtained from the CCAGA or found on the Clapham Parish Council website at <https://clapham-pc.gov.uk/allotments>

1 The Tenancy

- 1.1 On payment of Annual Rent, the Tenant(s) agrees to abide by the Terms and Conditions set out below. Failure to do so may result in the termination of the plot holding agreement between the Tenant(s) and the Parish Council.
- 1.2 The Tenant(s) acknowledges that Clapham Parish Council owns the Clapham Allotments Site which is managed by the Clapham Community and Garden Allotment Association (CCAGA) on its behalf.
- 1.3 The Tenant(s) acknowledges acceptance of any decision(s) made by the CCAGA and their decision is final. Any dispute is to be referred to the Parish Council.

2 Non Compliance

- 2.1 Failure to comply with any terms or conditions of this Agreement, will result in the following process being undertaken:
 - The Tenant(s) will receive a letter from the CCAGA aimed at resolving the cause of any issue arising (Stage1)
 - In the event of non-resolution or lack of contact or co-operation from the Tenant(s), a second letter will be issued by Clapham Parish Council or the CCAGA to the Tenant(s) after 28 days (Stage 2)
 - In the event no satisfactory outcome is reached after a further 28 days, an eviction order will be served on the Tenant(s) by Clapham Parish Council
 - 2.2 Where existing and long-standing arrangements do not meet the Terms and Conditions as set out here, CCAGA may use its discretion to allow such departures on a case-by-case basis. Tenants are expected to develop their plots in line with the latest Terms and Conditions with timescales agreed with the CCAGA.
- ## 3 Rent
- 3.1 Rent shall be paid according to the following schedule:
 - 1st April 2026 for a period of 12 months to 31st March 2027
 - On a pro rata basis for periods of less than 12 months
 - 3.2 Invoices are issued annually in April, and it is the responsibility of the tenant(s) to contact the Clerk of the Parish Council or the CCAGA if no invoice is received.

- 3.3 Rent must be paid within 30 days of invoice date. If the rent is unpaid at this time this will be treated in accordance with the process detailed in the non-compliance section of this agreement.
- 3.4 Tenants may not, under any circumstance sublet any or part of a plot to any other person.
- 3.5 A maximum of 6 standard (5 poles) plots per tenant is permitted
- 3.6 Tenants must notify the Parish Council and/or the CCAGA of any change of address, email or telephone number as soon as possible following the change.

4 Conduct

- 4.1 Tenants must treat all individuals on the Allotment Site including any members of the public with courtesy, respect and fairness. Aggressive or abusive behaviour will not be tolerated, including:
 - a) Threat or committing of physical harm.
 - b) Offensive behaviour or language (verbal or written) that may cause or constitute offence, fear, threat or abuse.
 - c) Insulting or derogatory language.
 - d) Intolerance or disrespect of CCAGA Committee Members or Parish Councillors.
 - e) Serious allegation(s) without evidence.
- 4.2 Any observed aggressive or abusive behaviour must be reported to CCAGA at the earliest opportunity and a record kept of the incident.
- 4.3 Such observed behaviours will be treated in accordance with the process as described in the non-compliance section of this agreement

5 Plot Management

- 5.1 Tenants must only use the Allotment site to grow produce for personal consumption. Tenants shall not grow, trade, or carry on any business on the Allotment site or on any part thereof.
- 5.2 Tenants must keep their Allotment clean, tidy, as free from weeds as possible and otherwise always maintain a good state of cultivation.
- 5.3 It is the responsibility of the Tenant to maintain pathways adjoining their plot.
- 5.4 Plots may include an area of lawn and flower growing. Grass areas must be kept mown and tidy and not exceed 50% of the total plot area (averaged over the total number of plots held by an individual tenant).
- 5.5 Trees bearing edible fruits may be planted but must not exceed a height of 2.4mts (8 foot). These trees must not cause nuisance to neighbouring allotments or obstruct pathways. No other types of trees may be planted.
- 5.7 Tenants must not obstruct or encroach on any path or roadway which provides access to plots.
- 5.8 Tenants must not cut or prune any timber or trees which do not form part of their plot(s).

- 5.9 The Tenant(s) must not erect any notice or advertisement on the Allotment without the written permission of the CCAGA.
- 5.10 If a tenant intends to use a contractor on site, CCAGA must be informed in advance. The tenant should advise what works are to be undertaken, and complete and submit a safety risk assessment before any works commence. CCAGA can provide advice and appropriate risk assessment forms.
- 5.11 Tenants shall use the water supply only for the purpose of allotment cultivation. Hosepipes and sprinklers must not be used at any time. Rainwater should be and used for irrigation wherever possible. Clapham Parish Council reserves the right to turn the main water supply on and off at its discretion.

6 Structures

- 6.1 The following structures may be erected on a plot:
- A shed or greenhouse non exceeding 10ft (3.048m) x 8ft (2.43m) x 7ft 6in (2.31m) high with guttering and water collection and properly maintained.
 - A polytunnel not exceeding 6m x 3m
 - Containers to collect rainwater for irrigation purposes.
- 6.2 All structures will be considered as temporary. Structures must not be erected on a solid concrete base and must be maintained and placed in accordance with environmental aesthetic. The use of glass is not permitted at any time.

7 Waste

- 7.1 Fly tipping of household or industrial waste, decaying matter or refuse is not permitted anywhere on the allotment site (including under hedges, in ditches or on paths). Tenants are allowed reasonable quantities of compost bins and manure storage areas within the confines of their plot.
- 7.2 All garden waste should be disposed of in a compost bin or an enclosed compost area that should be turned regularly to discourage vermin or removed from site.
- 7.3 Non-compostable waste may be burned preferably using a galvanized bin, preferably with a lid and/or chimney to control smoke emission. Fires may only be lit after 18:00hrs from 1st April to 31st October. During the period November to March fires may only be lit after 2.00pm.
- 7.4 Noxious, explosive, inflammable or volatile substances must not be kept on any area of the allotments at any time. Commonly used weed killers, sprays or fertilisers available from a shop, nursery or garden centre and stored in proper containers may be used by the plot holder. All chemicals must be disposed of safely to avoid contamination of the allotment site and water courses.
- 7.5 Tenants must not leave a bonfire unattended or unsupervised and must check the fire has been extinguished before leaving site. Any remaining embers should be doused with water.

8 Dogs

- 8.1 Only plot holder's dogs are allowed on allotment plots. Dogs must be always kept within the confines of the dog owners plot and in an enclosed area or on a lead. Dogs walking on paths at the Allotment site must be kept under close control and not be allowed to stray onto adjacent plots.

Any dogs deemed to be aggressive by CCAGA will not be allowed on site and must be removed immediately.

- 8.2 Dogs must not be allowed to drink from communal water supply containers.

9 Livestock

- 9.1 Tenants are allowed to keep a maximum of 6 hens on their allotment subject to receiving written consent from the Parish Council. No other livestock or animals including cockerels are permitted. Hens must be kept in a safe and healthy condition and kept secured at all times.
- 9.2 CCAGA will undertake a visual inspection twice a year checking on the health and safety of the hens. The results of the inspection will be shared with the tenant. In the event of any concerns the tenant will be required to rectify any shortcomings within a specified time agreed with the tenant. If those shortcomings are not addressed the Allotment Association will notify the Parish Council who will take appropriate action. The decision of the Parish Council will be final.
- 9.3 A registration form IRA82, copied to the CCAGA must be completed by tenants keeping hens and the tenant(s) must comply with any legislation relating to the safekeeping of Animals. This includes adherence to the provisions of the Animal Welfare Act 2006 with responsibility for animal and livestock welfare in the event of an emergency including fire or flood.
- 9.4. Tenants will be notified by the Allotment Association of any infectious disease outbreak. In the event of an outbreak, tenants must follow specified DEFRA legislation and any direction from the Parish Council or the CCAGA.

10 Ponds

- 10.1 Tenants may create and maintain a wildlife pond on their plot (maximum of one pond per 5 pole plot). The pond must not be greater than 1.5 square meters in area, be at least 1 metre from communal paths, and no more than 30 cm deep in the centre.
- 10.2 Any pond should be temporary in nature and not constructed from concrete or hard landscape matter. The tenant must ensure the pond does not cause waterlogging or erosion to adjacent plots and if located in an openly accessible area suitably fenced.

11 Vehicles

- 11.1 All vehicles are subject to a 5mph speed limit across the whole allotment site.
- 11.2 Vehicles are brought on to the allotment site at the owner/Tenant(s) own risk. The Parish Council or CCAGA will not accept any responsibility for damage to or theft from any vehicle.
- 11.3 Wherever possible plot holders should always park their vehicles on their plot and must not at any time park on neighbouring allotments or on the road. Vehicles may be parked in any designated parking area.

12 Site Inspections

- 12.1 The Parish Council and/or the CCAGA may inspect Allotments at any time.

12.2 Plot inspections will be conducted at least twice a year. If plots appear unsafe, uncultivated and/or unattended when inspected, the process as detailed in the Noncompliance section of this agreement will be followed.

12.3 Family and friends are welcome to assist tenants in the management of their allotment plot.

12.4 Any change in circumstance which may affect the standard of cultivation of an Allotment plot must be notified by the Tenant(s) to the CCAGA as soon as possible

13. Cameras -Closed circuit Television Cameras (CCTV) and wildlife cameras

13.1 Use of CCTV is permitted by individual plot holders if usage is confined only to their plot. There must be no surveillance of other plots, communal paths, tracks, roadways or perimeter areas.

13.2 There must be a clear reason for the use of CCTV cameras e.g. pilfering or vandalism and use should be for a limited period only

13.3 Prior permission to install the camera must be obtained from the CAAC, the installation may be inspected by the CAAC and/or the CPC to ensure compliance. A warning sign is to be displayed showing a CCTV camera is in use

13.5 Footage from the camera must be stored securely and not broadcast (including social platforms) Footage access requests from the CPC and police must be responded to by the camera owner.

13.6 Motion detection wildlife cameras are permitted on plots but should be of the type that does not record audio, be aimed to collect wildlife activity only and angled to avoid coverage of persons. A simple warning sign is advised but it is not obligatory

14 Termination/Bereavement

14.1 On termination of the Tenancy Agreement, the Tenant(s) is responsible for the removal of any structures, equipment or any other item from the plot and is expected to leave the site in a neat and tidy condition. The plot holder will have 28 days to vacate their plot(s). Any rent paid will not be reimbursed

14.2 Any tenant(s) vacating a plot in poor condition will forfeit any deposit paid to the CCAGA. The sum of the deposit paid will be used towards plot restoration costs. Poor condition means not in a fit state of cultivation and/or not clear of rubbish/debris. The level of condition will be to the discretion of the Allotment Association, and its decision will be final.

14.3. In the event of death of a plot holder and the plot is rented in joint names, the tenancy of the plot will pass to the surviving plot holder(s).

14.4 Where a plot is in the name of the deceased only, the tenancy will be available to their direct next of kin if they live in Clapham or a surrounding area. An expression of interest to keep the plot must be made within 30 days of the death of the plot holder. Should no application be received, the plot will be passed to the CCAGA to be re-let.

14.5 On notification of the bereavement, the Allotment Association will contact the next of kin to discuss their wishes. If the plot is to be re-let, the family may access the plot for an agreed time to remove any personal belongings.