# **ANNUAL ALLOTMENT TENANCY AGREEMENT**

## An Agreement made this day between the Wolston and Brandon Allotment and Gardens Association (hereinafter called “**the Association**”) of the one part and of ………………………………… ………………………………..(hereinafter called **“the Tenant”)** of the other part. Whereby the Association agrees to let, and the Tenant agrees to take on a Tenancy Agreement from the ………………...........day of ……………………………………… for the Allotment Plot(s) numbered………………in the register of Allotment Plots maintained by the Association, at the initial rental of £…………… payable on this day.

## The allotment rent thereafter will be due annually on 31st March and collected during March on the dates and at the times specified and published by the Management Committee.

## The Tenancy is subject to the following terms and conditions and will be subject to termination defined in section 10 (Tenancy Termination Procedure).

## The TENANCY is subject to the requirements detailed in the Associations’ Constitution and the Associations’ Rules and Regulations as detailed in the Members Handbook, which will be updated and revised, as appropriate and relevant from time to time by the Management Committee.

## A copy of the current Members Handbook has been made available to the tenant along with this Tenancy Agreement. However specific requirements of this Tenancy Agreement are detailed below:

# **USE**

## The Allotment shall be used as an allotment ground and for no other purpose and it shall not be used for any trade or business whatsoever;

## The Tenant shall use the Allotment for growing vegetables, fruits and/or flowers and shall not permit the Allotment to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with allotment gardening.

## The Tenant shall not sublet, assign or part with the possession of the Allotment Plot(s) or any part thereof without written agreement from the Association. (This includes structures and items listed on the attached Inherited Property Schedule).

## The Tenant shall, as regards the Allotment Plot and Allotment Site, observe and perform all conditions and covenants contained in any Lease under which the Association holds the land. The Associations’ Constitution and Members Handbook more fully describe how these requirements shall be met.

## The Tenant may on application to and at the discretion and agreement of the Committee, keep chickens on the allotment plot, providing the requirements and provisions of “The Policy for Keeping Hens” is fully understood and the Plot Holder has signed and agreed “The Hen Keepers Tenancy Agreement”.

## Bees may not be kept by the Tenant on the allotment plot. However, an area on the allotment site (Apiary Area) has been allocated for beehives and on application to and at the discretion and agreement of the Committee, beekeepers will be allowed to place a beehive(s) in the allocated area.

### The requirements of “The Beekeepers Tenancy Agreement” shall be fully understood, agreed and subsequently signed prior to the placement of any beehive in the Apiary area.

# **Access**

## The Tenant shall enter the Allotment by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates or fences.

## Access to the Site is via combination padlocked gates, which must always be kept closed and locked, no matter how long or short the visit to the site is.

# **Cultivation**

## The tenant shall cultivate the allotment plot in such a manner as to preserve its fertility, keep it tidy, free from weeds and rubbish and well mulched and/or manured and maintain it as such to the satisfaction of the Committee. The Committee reserves the right to inspect the plot at any time to ensure that the tenant is cultivating in accordance with the terms of the tenancy.

## The Committee will undertake inspections of all allotment plots twice every year to ensure the terms of this Tenancy Agreement are being complied with and specifically ensure that the allotment plot is being satisfactorily cultivated and managed.

## As a guide the Association considers that 25% of the plot should be properly cultivated within the first 6 months of the tenancy, 50% of the plot should be properly cultivated within the first year of the tenancy and that 75% should be cultivated by the end of the second year and thereafter, with the remainder of the plot being well managed and weed free

## “Cultivation” shall mean:

### weed vegetation cleared and under control, and soil dug over, with the growing of fruits, flowers and vegetables, and/or growing of green manure crops.

### no less than 75% of the plot shall be under Cultivation.

### the Tenant may only plant 1 fruit tree per pole (25m2) and must ask permission from the Committee if they wish to grow more than 1 per pole.

### all fruit trees must be on dwarf rootstock which may be grown to a maximum height of 3 metres with all tree branches to remain within the boundary of the Allotment and should not obstruct any pathways, cause shading or root spread to neighbouring plots.

### the Tenant shall not cut or prune any timber or other trees or take sell or carry away any mineral gravel sand or clay or permit other persons to do so.

## Failure to meet these cultivation requirements may risk the tenancy being terminated. See Tenancy Termination Procedure at section 10.

# **Paths**

## The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other Allotments on the Site

## The Tenant is responsible for maintaining in an accessible and good condition any pathway or hedge included in their Allotment and any pathway or hedge around their Allotment, in conjunction with neighbouring allotment plot holders as relevant

# **Infrastructure and Security**

## The Tenant shall report any damage to the infrastructure to the Committee This includes the hard-surfaces, grassed paths, water supplies, fences and gates.

## The Tenant shall always shut and lock the gates. See also 3.2.

## The Tenant may have non-permanent fruit cages and “Wonder Walls Netting Tunnels” providing they do not obstruct paths or block light to neighbouring plots.

## Poly-tunnels are not allowed

## The Tenant shall not construct and place on the allotment plot any sheds, greenhouses or any other similar structures without the Committee’s prior written consent. Failure to obtain the Committee’s prior written consent may result in the structure being removed at the Tenant’s own expense.

## The maximum size of a shed, or similar structure should not exceed 1.8 metres (6ft) x 2.5 metres (8ft) x approximately 2 metres (6ft 7 inches) in height Maximum size of greenhouse should not exceed 1.8 metres (6ft) x 2.5 metres (8ft) unless otherwise agreed.

## All sheds, fences, plant supports, and structures shall not obstruct paths or cause undue shade to neighbouring Allotments.

## The Tenant shall not use the shed, greenhouses or any other structures otherwise than for purposes in connection with the Cultivation of the Allotment, and for the avoidance of doubt the Tenant shall not be allowed to use the shed, greenhouses or any other structure for overnight accommodation.

## The Tenant acknowledges that the Committee shall accept no liability in respect of any damage to the Allotment and/or theft of any item or structure placed on the Allotment.

## The Tenant shall keep their shed, greenhouse and/or other structure in proper state of repair to the satisfaction of the Committee, failure to do so may require the Tenant to remove such structure from the Allotment at the Tenant’s own cost.

# **Waste and the Environment**

## Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat.

## Materials brought onto the Site must be kept within the confines of the Tenant’s own Allotment plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in cultivation.

## The Tenant must not bring onto the Site or allow other persons to bring onto site, any refuse, commercial or household waste including carpets.

## The Tenant shall remove any waste or refuse on the Allotment during the tenancy or on the termination of the tenancy. Failure to do so may result in the Association seeking to recover the costs of removal from the Tenant.

## The Tenant shall avoid burning where reasonable and may only burn dry, organic material, and only when this does not cause a nuisance to others and may not burn material that gives off noxious fumes or pollutes the soil.

### If the Tenant decides to have a Bonfire, it may only be lit when the wind is blowing the smoke away from Warwick Road and Stretton Road towards the field that runs along the rear of the site. We must be considerate to our neighbours and not allow smoke to drift into their houses.

### The Tenant must not leave the fire unattended, must extinguish the fire if a nuisance arises or at the request of another tenant and must make it safe before leaving the Allotment site.

## The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces need for chemical pest control.

## If the Tenant uses chemicals, they shall not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer’s instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the host Allotment plot and will not cause harm to members of the public, water supplies, animals including bees, cats and wildlife, other than vermin or pests.

## The Tenant shall store any chemicals safely and securely and in accordance with the manufacturer’s guidelines and shall dispose of them properly and not on Site.

# **Conservation of Water**

## The Tenant shall assist in the conservation of water by exercising economy by:

### Using a watering can when watering

### Not using hoses or sprinklers

### Complying with water restriction notices when imposed

### Reporting any leaks to the Committee as soon as possible

### Collecting and storing rainwater in water buts, i.e. rainwater runoff from sheds

### Ensuring the lids on the water troughs are always replaced when not in use

### Not washing tools or hands in the troughs to ensure there is no contamination of the water in the troughs and that the troughs only contain clean water

# **Allotment Code of Conduct**

## The Tenant shall:

### treat others with respect and understand all views are important even if they are not the same as their own.

### respect individuals’ rights to manage their plot and grow the produce they wish providing it is within the rules of the established Tenancy Agreement.

### not to use any form of violence on the Site whether physical and/or verbal.

### not cause or permit any nuisance or annoyance to the occupier of any other allotment on the Site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action.

### not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable

### not trespass or cause damage to other Tenants’ Allotments or crops or take other Tenant’s crops without that Tenant’s prior permission.

### not photograph or film other people on the Site without that Tenant’s prior permission.

### agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the Site which cannot be resolved shall be referred to the Committee, whose decision shall be final and binding on all parties involved in the dispute.

### agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to the Committee and the Police. The Committee and/or Police would have the final say in any disagreements.

## The Committee reserves the right to amend the Code of Conduct from time to time and any amended Code of Conduct shall be binding upon the Tenant following the issue of a copy of the amended Code of Conduct.

# **Tenancy Termination Procedure**

## The Tenancy shall terminate:

### on the next due rent day after the death of the Tenant, or earlier if the family/executors wish;

### If the Rent is in arrears for more than 40 days;

### If the Tenant is not duly observing the conditions of this Tenancy (e.g. caused by serious, deliberate or continuing actions which breach the Constitution or the Allotment Rules and hence the terms of this Tenancy);

### if, in the view of the Committee, the plot has not been cultivated to a satisfactory standard, as described in section 4.

## The Association will first write to the tenant giving 28 days’ notice to improve it or risk the tenancy being terminated, inviting the tenant to offer reasons for the condition of the plot.

### The tenant may appeal in writing to the Association Secretary within 14 days of the date of the warning letter. In exceptional circumstances the period allowed for the plot to be brought up to standard may be extended;

### At the end of the notice period if, in the opinion of the Committee, the plot is not of a reasonable standard the tenancy will be terminated.

## By the Associations’ Landlord by giving six months’ notice in writing.

## At any time by the Tenant in writing with immediate effect without penalty.

# **Inherited Property Schedule**

## The following is a list of items that form an inherent part of the Allotment Plot, may be used by the tenant without extra charge and are subject to the following conditions:

## The listed items shall remain the property of the Association and as such may not be sold, destroyed or neglected (where applicable) by the tenant.

## In the case of Permanent structures, the Tenant must maintain and keep them in good order but may have full use of them for the duration of the tenancy (i.e. shed, greenhouse, etc.)

## In the event of the Permanent structures becoming unusable, due to aging or damage by weather, they may be removed from the plot but only with the permission of the Management Committee.

## Semi-permanent items e.g. fruit trees must be maintained by the tenant but must not be removed from the plot without the permission of the Management Committee.

## Temporary items such as current growing season’s produce, manure heaps, etc. may be used by the tenant and will not form part of this schedule.

|  |  |  |  |
| --- | --- | --- | --- |
| **Plot No.** | **Permanent Structures** | **Approximate Dimensions** | **Condition** |
|  | **Shed**  **Greenhouse**  **Other** |  |  |
|  | **Semi-permanent items** |  |  |
|  | **Fruit Trees** |  |  |

I HAVE READ THE ABOVE AGREEMENT AND CLAUSES AND AGREE TO ABIDE BY THE TERMS

(signed)…………………………………………………… on behalf of the Association

(signed)…………………………………………………… Tenant

(signed)…………………………………………………… Witness

**PRINT**

**NAME: - …………………………………………………..**

**ADDRESS: - …………………………………………………..**

**TELEPHONE No: - …………………………………………………..**

**MOBILE No: - …………………………………………………..**

**EMAIL: - …………………………………………………..**

Date……………………………………………………