



# GRETTY STREET COMMUNITY ALLOTMENTS ASSOCIATION

## TENANCY AGREEMENT

Gresty Street Community Allotments Association (the Association) agrees to let allotment Plots on an annual basis to prospective tenants who agree to abide by the below rules set out by the Management Committee of the Association.

These rules and regulations below are intended to provide a safe and pleasant environment for tenants to enjoy their allotment Plot.

Any tenant failing to comply with the rules set out below may, after due consideration by the Committee, be given notice of termination.

IT IS AGREED as follows:

### **1. Interpretation**

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

### **2. Allotment**

- 2.1. The Association agrees to let and the Tenant agrees to take on the management of all that piece of land to situate at Gresty Street Community Allotment Association, Plot number: (see Annual Registration Form and Invoice)

### **3. Tenancy and Rent**

- 3.1. The Allotment Plot shall be held on a yearly tenancy from January to January at an annual rent of £50, payable to the Association by the Tenant on the 20<sup>th</sup> of January, each year.
- 3.2. One month's notice of any rent increase will be given by the Association to the Tenant in writing of the preceding year to take effect the following year.
- 3.3. Water supply shall be included in the rental charge.
- 3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.



- 3.5. The tenant must ensure that their current contact details are up to date and provided to the association

## **Cultivation and Use**

- 3.6. The Tenant shall use the Plot as an allotment Plot only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and their family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 3.7. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 3.8. The Tenant shall have at least  $\frac{1}{4}$  of the Allotment Plot under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment Plot under cultivation of crops after 12 months and thereafter.
- 3.9. The maximum amount of the Allotment Plot allowed to be hard landscaped e.g., patio, internal paths etc., is 20%.

## **4. Prohibition on Underletting**

- 4.1. The Tenant shall not underlet, assign or part with possession of the Allotment Plot or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the Plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

## **Conduct**

- 4.2. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 4.3. The Tenant must comply with the conditions of use in Schedule 1, attached.
- 4.4. The Tenant must not cause, permit or suffer any nuisance or annoyance to other tenant or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 4.5. The Allotment Plot may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Plot.
- 4.6. The Tenant must comply at all times with the Constitution and Rules of the Association (provided with this agreement). A copy of the current constitution can be found on the Association notice board and website.
- 4.7. The Tenant shall not enter onto any other Plot at any time without the express permission of the relevant Plot holder.



- 4.8. Any person who accompanies the Tenant to cultivate or harvest may not, at any time, enter onto another Plot without the express permission of the relevant Plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 4.9. The Tenant must not remove produce from any other Plot without the express permission of the relevant Plot holder.

## 5. Lease Terms

- 5.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Association hold the Allotment Site.

## 6. Termination of Tenancy

- 6.1. The tenancy of the Allotment Plot shall terminate:

- 6.1.1. automatically on the next Rent Day after the death of the Tenant, or
- 6.1.2. the day on which the right of the Association to occupy determined by reason of notices served on the Association in compliance with the Allotments Act 1922.
- 6.1.3. by re-entry after six weeks previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- 6.1.4. by the Association giving the Tenant at least six weeks' notice in writing
- 6.1.5. by the Tenant giving the Association 28 days' notice in writing, or
- 6.1.6. by re-entry, if the rent is in arrears for not more than 40 days, or
- 6.1.7. by re-entry, if the Tenant is not duly observing the conditions of this tenancy.
- 6.1.8. In the event of the termination of the tenancy, the Tenant shall return to the Association any property (keys, etc.) made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association, the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

7. In the event of the termination of the tenancy, the Tenant shall return to the Association any property (keys, etc.) made available during the Tenancy and shall leave the Plot in a clean and tidy condition.

## 8. Notices

- 8.1. Any notice given under this agreement must be in writing, and to ensure safe receipt, should be delivered to the onsite post box located in the communal area by hand or sent by email to the generic email address.



- 8.2. Any notice served on the Tenant should be sent to the last known email or home address. should be delivered to the onsite post box located in the communal area by hand or sent by email to the generic email address.
- 8.3. A notice sent by email registered post or recorded delivery is to be treated as having been served on the third working day after posting, whether it is acknowledged or not.

## SCHEDULE 1

### CONDITIONS OF USE

#### 1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any tree, apart from carrying out the recognized pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Association.

#### 2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Plot properly cut and trimmed, all pathways between Plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleaned and maintained, and keep in repair any other fences, and gates or sheds on their Allotment Plot.
- 2.2. The Tenant shall not use any barbed or razor wire.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times, except for receiving deliveries.
- 2.4. Only grass or paved paths are permitted on all plots.

#### 3. Security

- 3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on their Allotment Plot.
- 3.2. The key/code/card is to be used by the Tenant or family



**3.3.** The gates shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### **4. Inspection**

4.1. An officer of the Association, if so directed, by the management committee may enter allotment Plots for inspection of the state of cultivation and general condition of the Plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at an agreed time.

#### **5. Water/Hoses/Fires**

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings, and consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses to be left on unattended.
- 5.3. Small, contained fires are allowed for the burning of materials from the Allotment Plots only, e.g., diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15:00 and 19:00 from 1<sup>st</sup> of November to the 1<sup>st</sup> of March. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other Plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.
- 5.4. No bonfires are permitted on the Allotment Site.

#### **6. Dogs**

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash in communal areas and remains on the Tenant's Allotment Plots only. Any faeces are to be removed and disposed of offsite by the Tenant.

#### **7. Livestock**

- 7.1. Except with the prior written consent of the Association, the Tenant shall not keep any animals or livestock on the Allotment Plots such animals must not be kept for trade or business purposes and accordingly, to be limited in number as the Association Management Committee may provide in writing.
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.



## 8. Buildings and Structures

- 8.1. The Tenant shall not, without the written consent of the Association Management Committee erect any building or pond on the Allotment Plot, provided that consent is given to the plot holder, the erection of any building must be safe and of sound construction. The shed, greenhouse or polytunnel's maximum size and positioning should be agreed upon with the Association Management Committee.
- 8.2. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association Management Committee.
- 8.3. Oil, fuel, lubricants, or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with Plot equipment only.
- 8.4. No hedges should be allowed to grow over 5ft

The Association will not be held responsible for loss by accident, fire, theft, or damage from Allotment Plot.

## 9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Plot any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches, or dykes in or surrounding the Allotment Site.
- 9.2. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.3. The Tenant shall not utilise carpets or underlay on the Allotment Plot.
- 9.4. No hardcore, asbestos, rubble, personal waste or aggregate is to be brought onto the site or members plots under any circumstance.

## 10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from Plot or horticultural suppliers shall be used for the control of pests, diseases, or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must:
  - a. 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



- b. 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 at all times with current regulations on the use of such sprays and fertiliser.
- c. The use and storage of chemicals must be in compliance with all relevant legislation.
- d. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

## 11. Notices

- 11.1. The Tenant will endeavour to maintain the Plot number provided by the Association Management Committee. in good order and ensure it is visible at all times
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without the prior consent of the Association Management Committee.

## 12. Car Parking

Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment and not obstruct the haulage ways at any time unless for delivery.

## 13. Biodiversity and sustainability

- 13.1. Hedges should be cut only between September and the end of February to protect nesting birds.
- 13.2. Composting on your Plot should be the first choice for all green waste.
- 13.3 Avoid using glyphosate weed killer unless permission has been granted from the committee

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Executed by the Association by signing the Annual Registration Form and Invoice.

Last amended: 06/12/2023

To be reviewed: 06/12/2024