

LITTLE CHESTER ALLOTMENT ASSOCIATION
Old Mansfield Road, Derby

THIS AGREEMENT is made the day of

BETWEEN:

(1)

of Little Chester Allotment Association ('the Association') and

(2)

('the Tenant')

NOW 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 all that piece of land situate at Little Chester Allotment, Old Mansfield Road, Derby numbered _____ on the Association's allotment plan and containing approximately _____ square metres ('the Allotment Garden').

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from October to October at an annual rent of £ _____ which is payable to the Association by the Tenant in October or November of each year ('the Rent Day').
- 3.2. 12 months' notice of any rent increase will be given by the Association to the Tenant in September or October of the preceding year to take effect the following year.
- 3.3. Water supply shall be included in the rental charge. There is a £20.00 charge for taps on plots.
- 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 shall pay a site key deposit of £20.00. Additional keys are available at a cost of £20.00 per key. The key(s) remain the property of the Association and must be returned at the cessation of the Tenancy.

4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden 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.

- 4.2. 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.)
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.
- 4.5. Periodically the plots will be inspected. Anyone found not keeping their plot in a reasonable state will be informed in writing.

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden 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.)

6. Conduct

- 6.1. 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.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct themselves appropriately at all times.
- 6.4. The Allotment Garden 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 Garden.
- 6.5. The Tenant must comply at all times with the Constitution of the Association. (A copy of the Constitution current at the time of signing this agreement is attached to this agreement. A copy of the current constitution can also be found on the notice board of the Association.)
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder. The tenant shall not take photographs or videos of any other plots without the express permission of the relevant plot holder.
- 6.7. 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.
- 6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- 6.9. Any Tenant who brings children onto the site must keep them under close supervision.

7 Lease Terms

7.1 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

8 Termination of Tenancy

8.1 The tenancy of the Allotment Garden shall **terminate**:

8.1.1 automatically on the Rent Day next after the death of the Tenant, or

8.1.2 on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

8.1.3 by re-entry after three months 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

8.1.4 by the Association giving the Tenant at least twelve months' notice in writing expiring on or before 6 April or on or after 29 September in any year, or

8.1.5 by the Tenant giving the Association 28 days' notice in writing, or

8.1.6 by re-entry if the rent is in arrears for not less than 40 days, or

8.1.7 by re-entry if the Tenant is not duly observing the conditions of this tenancy, after being given 28 days' notice in writing. Continuing tenancy may be considered if an action plan for improvement, or an acceptable reason for noncompliance, is received in writing within 14 days of the date of the notice by the Tenant to the Association, or

8.1.8 by re-entry if the Tenant becomes bankrupt or compounds with their creditors, or

8.1.9 if a tenant receives several improvement notices in a 12-month period at the discretion of the Committee.

8.2 in the event of the termination of the tenancy the Tenant shall return to the Association any property within 14 days, (keys, etc.) made available to him 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).

9 Change of Contact details

9.1 The Tenant must immediately inform the Association of any change of their contact details.

10 Notices

10.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

10.2 Any notice served on the Tenant should be delivered at or sent to their last known home address. Any address served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.

10.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

10.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

10.5 Given prior consent by the Tenant to receive notices via email, a notice will be considered served with immediate effect.

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SCHEDULE 1

Conditions of Use

1. Trees

1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised 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 their Allotment Garden 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 cleansed and maintained and keep in repair any other fences and any other gates or sheds on their Allotment Garden. Hedges and fences on plots must be no higher than 1.2 metres.

2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

2.3. Public paths and haulage ways (roads) must be kept clear at all times.

2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

3.1. The Tenant shall be issued with a key to access the Allotment Site either by car or on foot. No replicas are to be made. No keys shall be passed to anyone other than the person authorised by the Tenant to work on their Allotment Garden under paragraph 5 of the Agreement.

3.2. The key is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided

with keys). 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 may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels, open or fenced ponds and water storage tanks and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient 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. Hosepipes may be used inside poly tunnels and greenhouses but can only be used by registered disabled tenants on the outside plot. Non-disabled members will also be considered depending on individual circumstance and dispensation may be granted by special permission of the committee.
- 5.3. Open bonfires on Tenants' plots are not allowed. Contained fires (in an incinerator or similar), for the burning of materials from the Allotment Garden only, i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, are allowed between 1st November and the last day of February. 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. The maintenance team will occasionally hold a carefully controlled communal bonfire.

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 and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of offsite by the Tenant.

7. Livestock

- 7.1. No livestock is allowed to be kept on site.

8. Buildings and Structures

- 8.1. Structures are allowed on plots but will be inspected by members of the committee upon completion.
- 8.2. Only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.
- 8.3. The Tenant shall keep all sheds, greenhouses, poly tunnels and other structures in good repair to the satisfaction of the Association.
- 8.4. Oil, fuel, lubricants, or other inflammable liquids including gas canisters shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5. The Association will not be held responsible for loss by accident, fire, theft, or damage from the Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden 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. The Tenant must cover any manure on the Allotment Garden which has not been dug in.

9.3. All non-compostable waste shall be removed from the Allotment Site by the Tenant.

9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

10.1. Only commercially available products from garden 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:

10.2.1 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.

10.2.2 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

10.2.3 comply at all times with current regulations on the use of such sprays and fertilizer.

10.3. The use and storage of chemicals must be in compliance with all relevant legislation.

10.4. 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 a plot number 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 prior consent of the Association.

12. Car Parking

12.1. 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 plan and not obstruct the haulage ways at any time.

12.2. The speed limit on site is 5 miles per hour and should be adhered to at all times.

Executed by the Association by signing by two members of the committee.

Signed by the Tenant:

Signed for the Association: