



## Your Tenancy Agreement Explained

The first part (the initial section plus conditions 1- 5) of your Tenancy Agreement tells you about the financial and legal aspects of your tenancy, and sets out the rules governing its duration and termination:

1. When your rent must be paid in future years.

2. **How the tenancy may be terminated**

You must give twelve months notice in writing of your intention to give up your allotment garden. Likewise, if your plot is in good order the Society must give you twelve months notice of its intention to terminate your tenancy.

However, the Society will only give you one month's notice of its intention to repossess your allotment garden if you have fallen in arrears with your annual rent or if you have been declared bankrupt.

If you do not keep the plot in good condition, or do not observe conditions of the tenancy, you will receive a warning letter, and the Society may repossess your allotment plot if you have not taken steps to remedy matters within one month of the date of this letter. If you breach the same tenancy condition again within a 12 month period, then the Society may repossess your plot immediately.

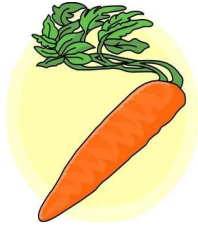
3. How your tenancy relates to the way in which the Society tenants the lands

4. How the Society checks on how you are using your plot

The Society has the right to direct an officer to enter your plot at any time for the purposes of inspection.

5. **What you must do at the end of your tenancy**

When you give up your allotment, you must leave the plot empty for the next tenant. You should discuss this well ahead of time with an officer of the Society. You will probably be required to remove all structures you may have erected, and may also be required to remove trees and large bushes that you have planted.



The other conditions are meant to help you make good use of your allotment garden, and to ensure the safety and well-being of all plot holders.

**The second part (conditions 6- 15) of your Tenancy Agreement tells you what you are required to do as the tenant of an allotment plot, and what choices are open to you.**

The main points are:

6. The main purpose of your allotment plot is to grow fruit, vegetables, and possibly some flowers for cutting, all for your own use. You may wish to have a small lawn or a small play area for your children on your allotment plot, or a small pond for wildlife, and these are permitted provided they do not occupy too much of the plot.
7. You are expected to care for all of your allotment garden, not just part of it. If there are parts you are temporarily not using, you must not let them become overgrown or weedy. You can cover these parts with black polythene as a temporary measure to suppress weed growth.
8. If you erect any fencing or plant any hedges, you must maintain these in good order. Hedges must not be allowed to grow beyond the height stipulated in your Tenancy Agreement.
9. You may if you wish plant fruit trees (apples, pears, etc), but you must be able to produce evidence that these are grafted onto dwarf root stock. The size of trees grown on individual plots is limited in this way for two reasons: to avoid casting shade onto neighbouring plots, and to facilitate their removal at the end of the tenancy agreement. Remember you may be required to dig up any trees when you relinquish the tenancy, so it is not in your interest to grow an enormous one! If you are in doubt about what root stocks are permitted, consult an officer of the Society
10. You are responsible for any structures on your plot (including but not limited to sheds, greenhouses, polytunnels, fruit cages, supports for climbing plants) and must ensure that they are well maintained. In particular they must be able to withstand wind and weather safely.
11. You may erect one shed on your plot. You may also erect either a greenhouse or a small polytunnel. All buildings are subject to the maximum size restrictions stipulated in your Tenancy Agreement, and concrete bases are not permitted because of the difficulties of their subsequent removal. You are responsible for any structure that you erect on your allotment plot. You must remove it when you give up the tenancy, unless you formally agree with the Society that it will be handed on to the next tenant.

12. You are allowed to bring on to your own plot material that you add to your own compost heap (e.g. vegetable peelings, hedge trimmings, grass clippings). Other types of food waste that are permitted in Council 'green bins' are not allowed, since small compost heaps do not generate enough heat to break them down and they attract vermin, especially rats. You must not bring material on to the site for burning.
13. Bonfires are not allowed on the allotment site.
14. You may want to have items (e.g. a greenhouse or a load of wood chippings) delivered to the site. If possible you should arrange for this to be unloaded directly onto your own plot. If this is not feasible because of the size or weight of the delivery lorry then items can be unloaded onto an area near the entrance where they will not obstruct other users of the site, but you must move them onto your own plot within one week. You must not unload material onto any of the service paths or tracks.
15. All members of the Society are equally entitled to enjoy their experience as part of the allotments community, and as a tenant you are expected to show care and consideration for plot holders and other users of the wider allotment site, and to impose the same condition on any visitors or children you bring to the site. You should therefore be thoughtful about what might upset people around you in terms of noise (radios turned up so they can be clearly heard by others, children becoming too noisy, a barking dog, etc.). You must not obstruct access for other users of the site, nor leave anything on the service paths. You should never enter any allotment plot without the express invitation of the plot holder. Ball games are not allowed on any part of the site, because of the risk that balls may end up on allotment plots or damage the trees in the community orchard. Dogs (however well-behaved) must be kept on a lead at all times on all parts of the site and owners are required to clear up after their dogs.

**The third part of your Tenancy Agreement tells you what you are not permitted to do as the tenant of an allotment plot. The first three of these conditions (16-18) ensure that you use the plot only for its intended purposes. The remaining conditions (19-21) are set so as to keep the land in good order for growing food crops, encourage responsible gardening, and ensure your own safety and that of other users of the site.**

16. Your allotment plot is mainly intended as a place for you to grow vegetables and fruit for consumption by you and your family. You are not permitted to use it as a 'market garden' or to sell produce for your own profit. If you have a surplus, you may give it away to friends and family, or maybe swap some of it with other plots holders for something that you have not grown. The Society may from time to time suggest that produce is sold locally, with the proceeds going to the Society itself.
17. You must use your allotment plot yourself and not pass it on to any other person.
18. You may not remove anything from the allotment plot or the allotment site, other than items you have brought to, or grown on, your own plot.

19. You are required to keep the soil free from harmful things such as banned chemicals, glass, and asbestos. You must not import any of these materials onto the site, and must clear up and dispose of any broken glass. You must not import onto the site any other materials that will not rot away, such as builder's rubble, plastic waste, or synthetic carpets.
20. For safety reasons, the use of barbed wire is not allowed.
21. You are not allowed to keep any form of livestock on your Allotment plot. Owing to the distance of the Allotment site from the village, it is not considered practical to provide the kind of care that poultry or other small livestock require. You are not allowed to keep bees on the Allotment site, in view of the risk that other plot holders, and especially children, might be stung.



## Happy Allotment Gardening!

**The final part of your Tenancy Agreement (22 and 23) tells what you are required to do in order to comply with safety conditions and to keep the site as secure as possible.**

22. Any changes or additions to the conditions of tenancy required by the insurers will be notified to all plot-holders and also posted on the noticeboard, and you will be expected to abide by such conditions in the interests of your own and other people's safety.
23. All users of the site must play a part in keeping the allotment site secure. The site is entered via a lockable gate, with the key kept in a key safe. The code is changed regularly. All members of the Society will be informed of the current code. The last person leaving the site in a vehicle is responsible for locking the gate. You must not give the code to any person who is not a member of the Society, unless you have the prior agreement of the Management Committee. This means that if you are having something delivered to your plot, you must be on hand to open and close the gate.