

PLOT HOLDER TENANCY AGREEMENT

THIS AGREEMENT is made this..... day of..... Two Thousand and

BETWEEN the **GRANSDENS ALLOTMENT AND LEISURE GARDENERS' SOCIETY**,

hereinafter called "the Society") of the one part, and
(hereinafter called "the Tenant") of the other part.

WHEREBY the Society agrees to let and the Tenant agrees to take on a yearly tenancy from the day of..... Two Thousand and the Allotment plot(s) number(s) in the Register of Allotment Gardens provided by the Society and containingor thereabouts at the yearly rental of £.....(or such amended sum as the Society may decide and advise to the Tenant at subsequent times) payable yearly, and *pro rata* for any part of a year over which the tenancy may extend.

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. The rent shall be paid in advance on the first day of April each year.
2. The tenancy of the Allotment plot shall terminate on the yearly Rent Day after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the Society terminates. It may also be terminated by the Society by re-entry after one month's notice:
 - (i) If the rent is in arrears for not less than **21** days OR
 - (ii) If the Tenant becomes bankrupt or compounds with his creditors OR
 - (iii) If the Tenant is not duly observing tenancy conditions. On a second breach of the same tenancy condition within a 12 month period, termination of the tenancy will be immediate.

The tenancy may also be terminated by the Society by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year (see note 1).

3. The Tenant shall, as regards both his/her Allotment plot and the wider allotment site, observe and perform all conditions and covenants contained in the Lease under which the Society hold the land.
4. Any Officer of the Society shall be entitled at any time when directed by the Committee, to enter and inspect the Allotment plot.
5. On termination of the tenancy, the Tenant will leave the Allotment plot in a clean condition, including removing at his/her own expense all fencing, hedges or walls erected by him/her within the plot, and discussing with the Society whether sheds, greenhouses, polytunnels, fruit trees, bushes, and edge fencing or hedges need to be removed. The Society shall have the right to require the removal of some or all such items at the Tenant's expense.
6. The Tenant shall use the plot as an Allotment plot only (that is to say wholly or mainly for the production of vegetable, fruit crops or flowers for consumption by the tenant and his/her family) and for no other purpose.
7. The Tenant shall keep the plot clean and free from weeds and in a good state of cultivation and fertility.
8. The Tenant shall keep every hedge or fence that forms part of the boundary of his/her Allotment plot properly trimmed or repaired. Hedges must not exceed a height of 4ft (1.2 m).
9. The Tenant may plant fruit trees on his/her plot, but will be required to prove to the Society that they are on dwarf root stock
10. The Tenant shall be responsible for any structures on his/her Allotment plot and must ensure they are safe and in a good state of repair.
11. The Tenant may erect one shed and either one greenhouse or one polytunnel on his/her Allotment plot (unless one of these is already on the plot). The maximum size of any shed, greenhouse or polytunnel shall not exceed the following dimensions:

Length: 12 ft (3.7 m)	Height at eaves: 6ft 6ins (2m)
Width: 8ft (2.4 m)	Height at ridge: 8ft 6ins (2.6m)

Bases, if constructed, must be of paving slabs or brickwork loosely bedded. Floated concrete bases are not permitted.
12. The Tenant may bring waste plant material onto Allotment site provided he/she composts it within the confines of his/her plot. It is not permitted to import food waste, nor material for burning.

13. Bonfires are not permitted on the site.
14. Any material delivered to the site for the Tenant should if possible be unloaded directly on to the Tenant's plot. If this is not feasible, the material must not be placed on any paths and the Tenant must move the material to his/her plot within one week.
15. The Tenant shall behave at all times with due consideration for other plot holders, other Society members and visitors. The Tenant shall be responsible for the behaviour of any visitors, children or dogs he/she brings on to the site (this encompasses the entire field). Ball games are not permitted on the Allotment site. Dogs must be appropriately supervised at all times within the Allotment site, and owners must clear up after their dog.
16. The Tenant must not carry out any type of trade or business on the Allotment site, nor sell produce from his/her Allotment plot.
17. The Tenant shall not underlet, assign or part with the possession of the Allotment plot or any part thereof without the written consent of the Society.
18. The Tenant shall not without the written consent of the Society, cut or prune any trees on the Allotment site (other than on their own plot), or take, sell or carry away any mineral, sand or clay.
19. The Tenant must not allow any noxious, dangerous or carcinogenic materials to be present on his/her Allotment plot and must not allow unsightly materials to accumulate on the plot.
20. The Tenant shall not use any barbed wire.
21. The Tenant shall not keep any livestock, or bees on the allotment plot.
22. All tenants and visitors must abide by any additional conditions or endorsements on the Society's insurance policy. Any such additions will be notified to members and posted on the noticeboard.
23. Security of the site and all facilities on it are the responsibility of all users. The codes to the gates and other key safes will be provided on a 'need to know' basis. The Tenant shall not give codes to any person who is not a member of the Society without the advance agreement of the Management Committee.
24. No glass is now allowed to be brought on site. Reinforcing tape must be applied to any existing glass panels
25. No further used vehicle tyres are to be brought on site.
26. No children UNDER 16 permitted on site without adult supervision.
27. The tenant shall empty or turn contents of all compost bins at least once per year.
28. Tenants must maintain plot housekeeping and safety awareness. All materials and plants to be kept well within the plot boundary. Plants overhanging the boundary are not permitted.
29. The tenant must ensure that all water tanks remain closely covered.
30. All chemicals and poisons must be kept securely out of reach in line with manufacturer's recommendations.
31. Tenants have a duty of care to contractors brought on site.

Signed on behalf of the Society by: Name:

Signature

Signed by the Tenant:

Signature

ANY SPECIAL CONDITIONS AFFECTING THE ALLOTMENT PLOT ARE TO BE ENDORSED ON THIS AGREEMENT.

Note 1: This date must not be between the 6th April and the 29th September. (Allotment Act 1922. Section 1(1)(e).

Note 2: The wording of this agreement was approved at the Society's AGM on 9th March 2018