

Western Wards Allotment Association Tenancy Agreement (2012)

THIS AGREEMENT is made theBETWEEN

- (1) *R Bastow* and *V Flynn* the present trustees of the Western Wards Allotment Association
and
(2) ('the Tenant')

NOW IT IS AGREED as follows:

1 Agreement to let

The Association agrees to let and the Tenant agrees to take the allotment garden numbered..... plot size(approx) on the Allotments site ('the Allotment') on a yearly tenancy from the 1st October subject to the exceptions and reservations contained in the lease under which the Association holds the land at the yearly rent of £.....payable annually in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

2 Tenant's agreements

The Tenant agrees with the Association to observe and perform the conditions and obligations set out below.

2.1 Rent

The Tenant must pay the rent in full and in advance to the Honorary Treasurer of the Association on the first day of October in each year along with any association membership fees. The rent is subject to an annual adjustment as approved by the Association and Fareham Borough Council.

2.2 Use

The Tenant must use the Allotment as an allotment garden only and for no other purpose and must clearly display upon the allotment the plot number at all times.

2.3 Cultivation

The Tenant must keep the Allotment clean, free of pernicious weeds and in a good condition, with at least four fifths of the overall plot in cultivation, and must maintain, including keeping reasonably cut, any pathway and trim any hedges bordering the Allotment.

2.4 New Tenancies

The tenant must make reasonable efforts to put the Allotment into cultivation within the first 3 (three) months after the granting of the tenancy to him and acknowledges that the Association will make an inspection after that probationary period to establish that this has been done.

2.5 Nuisance

The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or member of the public, or obstruct or encroach on any path or roadway set out by the Association for the use of the occupiers of the allotment gardens.

2.6 Legal obligations

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, including the provisions of the Allotments Acts 1908-1950, which Acts are available for inspection through the Association.

2.7 Alienation

The Tenant must not sublet, assign or part with possession of the Allotment or any part of it without the written consent of the Association.

2.8 Waste

The Tenant must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Association.

2.9 Boundary structures

The Tenant must keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, and maintain and keep in repair any fences on the Allotment and preserve a one metre minimum clearance space between any boundary fence or hedge and the Allotment and use his best endeavours to protect any other hedges, fences or gates in the allotment field of which the Allotment forms part or in adjoining land.

2.10 Buildings

The Tenant must not erect any building, to include sheds and greenhouses, nor any fences on or adjacent to the Allotment without the written consent of the Association, and the base dimensions of any permitted building shall not exceed eight feet by six feet (except at the Red Barn Site where sheds are not permitted).

2.11 Barbed wire

The Tenant must not bring onto the allotment field or the Allotment barbed wire or any similar sharp deterrents.

2.12 Refuse

The Tenant must not deposit, or allow other persons to deposit, on the Allotment any refuse, unwanted waste or hard materials including, but not limited to, glass, metal, carpets or timber, or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the Allotment forms part or in adjoining land.

2.13 Livestock

The Tenant must not keep any animals or livestock of any kind on the Allotment, except hens or bees where written permission has been given in advance by the Association, and then must do so only in accordance with the Fareham Borough Council's Guidelines.

2.14 Sprays

When using any sprays or fertilisers, the Tenant must:

- 2.14.1 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, and
- 2.14.2 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, and
- 2.14.3 comply at all times with current regulations.

2.15 Bonfires

The tenant must make every effort to recycle as much waste from the Allotment as possible and in particular bonfires must only be considered as a last resort in the disposal of waste; where essential for such items as diseased crops. When a bonfire is lit:-

- 2.15.1 The material must be thoroughly dry
- 2.15.2 The bonfire only lit up to two hours before sunset and when the wind is blowing away from neighbouring properties
- 2.15.3 No bonfires are permitted during the day
- 2.15.4 No material may be brought onto the allotment for the purpose of burning

2.16 Water

The tenant may use water from the water tanks located upon the Allotment site but must only do so sparingly. Hoses may only be used for the filling of water butts and spot watering where absolutely necessary. No sprinklers or attachments with unattended hoses are permitted in any circumstances.

2.17 Disputes

The Tenant agrees that any case of dispute between himself and any other occupier of an allotment garden in the allotment field shall be referred to the Association whose decision shall be final.

2.18 Change of address

The Tenant agrees to inform the Association immediately of any change of his address or telephone number.

2.19 Handing Back the Allotment

The Tenant must hand the Allotment back to the Association at the end of the tenancy in a good and clean condition with any buildings or greenhouses including any areas of hard standing or paving erected by the Tenant removed from the Allotment and the Allotments site and in compliance with the obligations contained in this agreement.

2.20 Inspection

The Tenant agrees that any officer or agent of the Association or of Fareham Borough Council may enter and inspect the Allotment at any time in pursuance of their duties.

2.21 Special conditions

The Tenant must observe and perform any special condition the Association considers necessary to preserve the Allotment from deterioration of which notice is given to the Tenant in accordance with clause 4 below.

2.22 Lease terms

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

3. Ending of the tenancy

3.1 Ending on death

This tenancy shall end on the rent day next after the death of the Tenant.

3.2 Ending on termination of the Association's interest

This tenancy shall end on the day on which the tenancy or the right of occupation of the Association determines.

3.3 Ending by notice

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year.

3.4 Ending by re-entry on default

This tenancy may be ended by re-entry by the Association at any time after giving twenty-eight days previous notice in writing ("Notice to Quit") to the Tenant:

- 3.4.1 if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;

3.4.2 if it appears to the Association that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment at least 3 months have elapsed since the commencement of the tenancy

3.4.3 Informal Rectification Notice Procedure

In order to try and resolve difficulties by agreement the Association agrees that prior to the service of any Notice to determine the Tenancy by re-entry or the service of any statutory notices associated with this procedure the Association will first serve upon the Tenant a written Rectification Notice setting out the breach and giving a twenty-eight (28) day period for the problems to be rectified and for the Tenant to discuss with the Association any difficulties he may be experiencing UNLESS the Association by the reasonable decision of its Chairman for the time being whose decision shall be final determines that the breach is of a serious nature in which case there shall not be any requirement for a Rectification Notice to be served.

4. Notices

4.1 Any notice required to be given by the Association to the Tenant may be signed on behalf of the Association by the Site Manager appointed by the Association or by any of the trustees and may be served on the Tenant either personally or by leaving it at his last known place of abode or by letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

4.2 Any notice required to be given by the Tenant to the Association shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Chairman for the time being of the Association.
AS WITNESS the hands of the parties on the date here before written:-

SIGNED and DELIVERED by the said

Address:

Postcode:

Telephone:

In the presence of:-

SIGNED and DELIVERED by the said (On Behalf of Western Wards Allotment Association)

In the presence of:-