

# XXXXXXXXX ALLOTMENT SOCIETY

## Tenancy Agreement

This agreement made the .....(date) day of.....(month) Two thousand and ..... between the **xxxxxxxx Allotment Society** (hereinafter called the "Society") of the one part and ..... (Name) (Hereinafter called the "tenant) of the second part.

Witnesseth as follows.-

- 1 The Society agrees to let and the tenant agrees to take all that piece of land (hereinafter called the "plot") at the **xxxxxxx Allotment site** shown on the plan of the said Allotment Area and thereon numbered ..... subject to the conditions hereinafter mentioned.
- 2 The Tenant hereby agrees with the Society as follows. -
  - (a) To be a paid-up member of the Society and to pay any membership and management charges payable to the Society as and when they become due and to ensure that all people who may work on the plot are also members. If the tenant wishes to transfer the tenancy to any other person(s), then the(se) persons(s) must have been in membership for 2 years and have actively worked the plot alongside the relinquishing tenant.
  - (b) To keep the Society indemnified against all actions, claims, costs and damage whatsoever which the Society may incur, sustain or be put to by reason of this Agreement.
  - (c) To pay the annual rent as determined by the Society when required.
  - (d) To use the plot as an allotment garden (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and his/her family) and for no other purpose whatsoever.
  - (e) To keep the plot clean, free from weeds pests and disease and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and keep any pathway included therein or abutting on the plot free from weeds.

The Committee will determine if this condition is met by undertaking a monthly inspection of the plot between March and October. If the condition has not been met the tenant will receive a 1<sup>st</sup> letter outlining the problems. From this date and within an 18 month period a 2<sup>nd</sup> letter and a 3<sup>rd</sup> and final letter can be sent. The final letter will terminate the tenancy
  - (f) Where appropriate, to keep covered any manure or compost on the plot
  - (g) Not to erect walls of turf or earth on the plot.
  - (h) Not to assign underlet or part with the possession of the said plot or any part thereof, without the permission of the Society.

- (i) To keep any pets brought on site under strict control.
- (o) Not to neither carry on nor permit to be carried on any trade or business on the plot.
- (k) To only plant trees with written consent on the committee.
- (l) Not without the written consent of the Society to erect any structure whatsoever on the plot. The Society shall have the right to remove any structure erected (i) without such consent; or (ii) not erected in accordance with the plans approved.
- (m) To permit at all reasonable times any member, officer, workman or authorised agent of the Council, or officer of the Society, to enter on the plot for the purpose of inspecting the same or of carrying out work thereon on behalf of the Council or Society.
- (n) Not to encroach or trespass on the plot of any other allotment tenant nor to damage any property of the Council or Society, or the property or crops of any other tenant.
- (o) To use his best endeavours to protect the fences enclosing the said land.
- (p) Not to keep fowl, livestock nor other birds or animals on the plot, without permission of the committee.
- (q) On termination of the tenancy to remove all growing crops, fruit bushes and buildings or other property of the tenant and level and restore the land Within 14 days of such termination. If the tenant shall fail to comply with this clause the Society shall become owner of all the property as aforesaid and shall have the right to dispose of it as the Society shall determine.
- (r) The Council or Society shall not be liable for any loss of or damage to any growing crops or any other property of the Tenant on the Allotment area whether caused by trespass, theft, or any other cause whatsoever.
- (s) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council.
- (t) No mineral, gravel, sand or clay be taken sold or carried away.
- (u) Any hedges on or bounding the plot shall be kept properly or trimmed and all ditches properly cleansed and any damage done to any fences or gate on the said land shall be repaired.
- (v) No glasshouses or glass cold frames to be erected on the said land unless the glass is laminated or covered in such away to ensure no fragments of glass will enter the soil.
- (w) To ensure that all garden frames and compost bins to be constructed and positioned in accordance with and after receiving approval of the Society.
- (x) To pay the rent as and when determined annually by the Society. To observe and perform all rules and regulations relating to Allotment gardens and any other special conditions which the Society shall from time to time consider necessary for the good

management of the Allotment and of which reasonable notice shall have been given to the tenant.

- (y) At all times to secure and lock the entrance gate to the allotment site and at all times to secure and lock the container(s)
- (z) The tenant shall notify the secretary of the Society of any change of his address within 14 days after such change.
- (aa) Not to park any vehicle on the track of the Allotment area except for the purpose of loading or unloading.
- (bb) No children to be allowed on the plot unless accompanied by an adult.
- (cc) All new members to complete a 3 month probation

3 The Tenancy hereby created shall continue until determined in any of the following manners:

- (a) The tenant by not less than six (6) months notice to quit given in writing.
- (b) The Society by not less than twenty-eight (28) days notice to quit, given in writing.
- (c) If the plot is not worked in the judgement of the committee.
- (d) If the rent or any part thereof is in arrears for no less than twenty-eight (28) days, whether legally or not.
- (e) If it appears to the Society that the tenant within three (3) calendar months of commencement of tenancy has not observed all conditions of tenancy.
- (f) If the Society is disbanded, wound up or otherwise liquidated.
- (g) If the tenant ceases to be a member of the Society.
- (h) If there shall be any breach of all or any of the terms of this Agreement.
- (i) Any illegal activity.

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**This Tenancy to subject to the Allotment Acts 1908 to 1950 and to the regulations endorsed in this agreement and to the additional Site Rules as agreed by the Membership.**

As witness the hands of the parties the day and year first before written

- Signed on behalf of the Society \_\_\_\_\_
  - Signed by the said \_\_\_\_\_
  - In the presence of \_\_\_\_\_
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