URCHFONT ALLOTMENT ASSOCIATION
TENANCY AGREEMENT (FROM 1st JANUARY 2014)

An agreement made the ….day of ……. 20….. between the URCHFONT ALLOTMENT ASSOCIATION

(Hereinafter called the Association), on behalf of Urchfont Parish Council as landlords, of the one part, and

(Full Name)……of
(Hereinafter called the tenant) of the other part.

(Address)……

Contact Telephone Number …….

Email Address …….

WHEREBY:

The Association agrees to let, and the tenant agrees to take, on a 364 day tenancy from the 1st day of January 20….. (with effect 2014), the allotment garden numbered ..... in the register of allotment gardens kept by the Association (subject to the Terms of Reference under which the Allotment Association manages the land for the Parish Council) and at a yearly rent initially of £20 per plot or £10 per half plot (as at 1st January 2014), payable in advance by 1st January each year, with a proportionate rent for any part of a year over which the tenancy may extend. This fee includes membership of the South West Counties Allotment Association (SWCAA) and also includes third party insurance cover for the tenant for any accidents that may occur to a third party while the tenant is working on the allotment garden.

The tenant hereby agrees with the Association as follows:

1. To pay the rent determined by the Parish Council, in consultation with the Allotment Association, in advance and without deduction otherwise than allowed by statute, by 1st January in each year (with effect 2014).

2. To use the allotment garden as an allotment for the production of fruit, flowers and vegetables for personal consumption or use, and for no other purpose.

3. To keep the allotment garden clean, reasonably free from weeds, well manured and otherwise in a good state of cultivation and fertility and in good condition; and to keep any pathway included therein or abutting thereon clean and tidy (in the case of any pathway between this and any other allotment garden, the half-width of the pathway).

4. a. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or neighbouring property, or obstruct or encroach on any path or roadway set out by the Association for the use of the occupiers of the allotment gardens.
   b. Not to allow smoke from a bonfire to go over the public highway or to cause annoyance to any neighbouring property.

5. Not to sublet, assign or part with the possession of the allotment garden or any part of it without the written consent of the Association.

6. Allotment holders may erect sheds on their plot subject to the following rules:

- Prior written approval must be gained from the Parish Council before the shed is purchased or erected.
- The cost of purchase, maintenance and removal of the shed will be borne by the allotment holder who will remain the owner of the shed.
- The shed must be kept in a safe and good condition at all times.
- Insurance is the responsibility of the allotment holder.
- There may only be one shed on each plot, or half plot if rented separately.

- The shed may be no bigger than 6ft x 4ft, with a standard pitched or sloping roof.
- The shed must be of a wood colour. Windows must not be made of glass.
- The base must be of non-permanent construction, e.g. slabs or sleepers.
- The shed and base must be completely removed at the end of the tenure of the plot unless the shed is taken over by the incoming allotment holder.
- The shed must be positioned on the south side of the plot, with the door not causing an obstruction to any path or other plot.
- The shed should be kept unlocked at all times.
- No inflammables or dangerous chemicals may be stored in the shed.

7. Not to use barbed wire (or any other material likely to cause injury) for a fence adjoining any path set out by the Association for the use of occupiers of the allotment gardens.

8. Not to plant any trees.

9. Not to deposit or allow other persons to deposit on the allotment any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter or objects in the hedges, ditches or dykes in the allotment field or in the adjoining land.

10. Not to bring or cause to be brought into the allotment field any dog unless it is held on a leash and kept under strict control at all times. Dog faeces are to be cleared up, removed from the allotments and disposed of appropriately.

11. Not to erect any notice or advertisement on the allotment garden, except on the communal shed notice board.

12. Not to use any tools or equipment in such a way as to cause an unacceptable risk of damage to other tenants or their allotments.

13. That the Association shall have the right to refuse admittance to any person other than the tenant or a member of his/her family, unless accompanied by the tenant or a member of his/her family.

14. That any case of dispute between the tenant and any other occupier of an allotment garden shall be referred to the Association whose decision shall be final.

15. That the tenant shall inform the Association forthwith of any change of address.

16. At the termination of the tenancy hereby created the tenant shall yield up the allotment garden in a condition as described in Clause 3 above.

17. That any member of the Association or of the Parish Council shall be entitled to enter and inspect the allotment garden at any time.

18. That the tenant shall observe and perform any other condition which the Association considers necessary to preserve the allotment garden from deterioration, or to minimise risk to allotment holders, of which notice shall be given to the tenant.

19. Termination provisions: the tenancy of an allotment garden can be terminated by:
    a. The Association, on behalf of the landlord, giving the tenant a notice to quit of at least 12 months expiring on or before 1 January or on or after 31st July in any year.
    b. The tenant giving the Association, on behalf of the landlord, notice to quit of at least three months.
    c. The Association, on behalf of the landlord, giving one month's notice to quit if the rent is in arrears for at least 40 days or the tenant is not observing the terms of this agreement.

Signed ....(Tenant(s)) Date .....

Signed ……..... (For Urchfont Allotment Association) Date ……..

Signed ……..... (For Urchfont Parish Council) Date ……