

**GLEBE ROAD ALLOTMENT ASSOCIATIONS
TENANCY AGREEMENT 24.11.2017**

1. THIS AGREEMENT is made between Glebe Road Allotment Association and

First Tenant	(Second Tenant – if any)
Name:
Address:
Town: DARLINGTON	DARLINGTON
Post Code:.....

The named person(s) are referred to as throughout this agreement as "the Tenant" or "you".

IT IS AGREED as follows:

2. AGREEMENT TO LET, TERM AND RENT

2(a) YOU AGREE to take the allotment garden numbered (.....) on a yearly tenancy from

(Date) (01st January 2018) at the current yearly rental of £ (35.00) The yearly rent is payable in advance and subject to annual review; thereafter rent is due annually on 2nd January of each year. If the rent is in arrears for not less than 40 days the tenancy will be terminated.

2(b) RENT INCREASES: It is hereby agreed and declared that notice of the rent to apply for the next ensuing year shall be deemed to have been duly given if published within the Associations minutes.

2(c) NATIONAL ALLOTMENT SOCIETY MEMBERSHIP

You agree to pay an annual subscription to the National Allotment Society of £3.00 subject to annual review.

2(c) KEY DEPOSIT

You agree to pay a deposit of £10 for an entrance gate key. The Tenant is responsible for keeping the gate locked at all times (unless prior permission has been obtained from the Committee). On no account must the Tenant allow anyone to have his/her key, nor must they attempt to have keys cut. Any misuse will involve the Committee buying a new lock and all members will have to pay a further deposit to cover the costs. If a Tenant is for example going on holiday and wishes for someone else to look after their plot for this period, then permission may be obtained to do this from the Secretary or Plots Manager.

3. JOINT TENANCY

A person on the waiting list may become a joint tenant with an existing tenant but the original tenant must remain in the joint tenancy until the second tenant's name reaches the top of the waiting list. (This rule is designed to stop queue jumping).

4. DEFINITIONS

ALLOTMENT GARDEN: For the purposes of this Agreement the term "allotment garden" shall mean an allotment not exceeding one quarter of an acre in extent which is wholly or mainly cultivated by the Tenant for the production of vegetable or fruit crops for consumption by the Tenant or his/her family.

5. TENANT'S GENERAL RESPONSIBILITIES

5(a) ANNOYANCE: Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden nor to the owners or occupiers of any neighbouring property or obstruct any pathway on the allotment site of which the said allotment garden forms part of.

5(b) NOT TO SUB-LET: Not to assign, underlet or part with possession of the said allotment garden or any part thereof.

5(c) CONTROL OF DOGS: Not to bring or keep on the said allotment garden any dog unless the same is controlled by a leash and accompanied by the Tenant at all times. ***If a tenant fails to pick up their dog's dirt this will result in the dog being banned.***

5(d) FIRES: ***To follow the Association's policy regarding fires.***

5(e) HEALTH AND SAFETY: ***Comply with the Association's Health and Safety Policy. Any person using power tools on site must wear appropriate safety equipment i.e. long trousers, visor/eye shields, gloves and ear defenders.***

5(f) CHANGE OF ADDRESS: That the Tenant shall inform the Association forthwith of any change of his/her address or name.

- 5(g)** SPECIAL CONDITIONS: To observe and perform any special conditions which the Association consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant.
- 5(h)** COUNCIL COVENANTS: To observe and perform all conditions and covenants contained in the Conveyance on sale or in the Lease (if any) under which the Council hold the Allotment Site of which the allotment garden forms part of any adjoining land.

6. STRUCTURES AND TREES

- 6(a)** ASSOCIATION CONSENT REQUIRED: Not without the previous consent in writing of the Association, whatsoever erect or place upon the said allotment garden or any part thereof any building or structure of any kind (**including sheds, green houses, poly tunnels fences etc** . **The Association's policy on erection of sheds, green houses, fences and planting of trees must be followed.**
- 6(b)** MAINTENANCE/REMOVAL OF STRUCTURES: To maintain and keep any such building erected pursuant to a consent given under sub-paragraph (a) of this clause in good order to the satisfaction of the Association and if so required by the Association to remove the same at his/her own expense either before or upon the termination of his/her tenancy the Tenant nevertheless compensating the Association for all damage occasioned by such removal. **Any building or structure not removed on termination of the tenancy will become the property of the Association.**
- 6(c)** BARBED WIRE: Not to use barbed wire for a fence adjoining any pathway or cart track on the allotment site of which the said allotment garden hereby let forms part of.
- 6(d)** TREES AND BUSHES: Not without the written consent of the Association to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- 6(e)** NOICES AND ADVERTISEMENTS: Not to erect any notice, advertisement **or flag** on the allotment garden.

7. CULTIVATION AND MAINTENANCE OF THE PLOT

- 7(a)** PLOT TO BE KEPT IN GOOD CONDITION: To keep the said allotment garden clean free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and in good condition. **The bench mark for this this standard will be the condition of 80% of the plot.**
- 7(b)** USE OF ALLOTMENT: To use the allotment garden as an allotment garden as hereinafter defined and for no other purpose.
- 7(c)** NOT TO CUT TREES OR CARRY AWAY: Not without the previous consent in writing of the Association to cut or prune any timber or other trees or take or sell or carry away any mineral, gravel, sand, soil or clay.
- 7(d)** NO LIVESTOCK PERMITTED: The Tenant must not keep any animals or livestock of any kind on the allotment garden.
- 7(e)** NOT TO DEPOSIT REFUSE: Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure or compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes situated in the allotment site of which the said allotment garden forms part or in the adjoining land.
- 7(f)** CHEMICALS AND FERTILIZERS: When using sprays, **weed killers, pesticides** or fertilisers the Tenant must:
- i.** **Not to spray in windy weather and comply with manufacturer's instructions**
 - ii.** 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
 - iii.** 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 pest, and
 - iv.** comply at all times with current regulations.

8. RIGHTS OF THE ASSOCIATION

- 8(a)** RIGHT TO ENTER: That any officer, servant or agent of the Association shall be entitled at any time to enter the said allotment garden and any buildings erected thereon and inspect the state and condition thereof and to ensure the due observance of the terms of this Agreement.
- 8(b)** RIGHT TO REFUSE ACCESS: that the Association shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden unless accompanied by the tenant or a member of his/her family

9. TERMINATION OF TENANCY

- 9(a)** The tenancy may be determined by either part giving to the other 12 months previous notice in writing expiring on or before the 6th April or on or after the 29th September in any year. On the death of the Tenant the termination date will be the next quarter date.
- 9(b)** The tenancy may also be terminated by the Association by re-entry after one month's previous notice in writing, if

- i. the rent is in arrears for not less than 40 days (whether legally demanded or not), **or**
 - ii. it appears to the Association that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions affecting the cultivation of the allotment garden at least 3 months have elapsed since the commencement of the tenancy. **Any breaches of the conditions and agreements shall be dealt with in accordance to the Association's LETTING PROCEDURE.**
 - iii. the tenant shall become bankrupt or compound with his/her creditors.
 - iv. *Any theft or attempted theft by the tenant.*
 - v. *Any verbal, violent or threatening behaviour by the tenant (as decided by the Committee)*
- 9(c)** Without prejudice to the last preceding clause any notice required to be given by the Association to the Tenant may be signed on behalf of the Association for the time being and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by the registered letter or letter sent by the recorded delivery addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised herein. 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 pre-paid post letter to the Secretary of the association.
- 9(d)** On the termination of this tenancy the Tenant shall not be entitled to compensation in respect of any fruit trees or bushes, strawberry plants, asparagus, rhubarb or any other crops which have been or are planted in the allotment garden with the consent of the Association pursuant to Clause 6(d) hereof and which continue productive for 2 or more years or in respect of any building removed under the provisions of Clause 6 (b) hereof provided that if the Tenant shall have planted any such crops as aforesaid whether or not he/she has obtained the consent of the Association as hereinbefore provided he/she will nevertheless be permitted to remove the same at his/own expense.
- 9(e)** Notwithstanding anything in this Agreement this tenancy shall terminate whenever the tenancy or right of occupation of the Association terminates.
- 9(f)** To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the conditions herein contained.

10. DISPUTES

- 10(a)** ASSOCIATION ARBITRARION: That any case of dispute between the Tenant and any other occupier of an allotment garden in the allotment site shall be referred to the Association whose decision shall be final.
- 10(b)** COUNCIL MEDIATION: In exceptional circumstances, where a tenant feels they have been treated in an unfair and discriminatory manner over a period of time or where they have exhausted any committee policies and procedures to deal with such disputes will there be the offer of mediation by the Council in their capacity as landowner.
- 10(c)** **Any matters not provided for in this agreement will be decided by the committee.**

11. COUNCIL ACCESS

COUNCIL ACCESS: The Association shall allow the Council's employees or agents access to the allotment site, subject to reasonable notice, or immediately in the case of emergency, for the carrying out of inspection or repair work.

Signed on behalf of Glebe Road Allotment Association (Name)

..... Date

Signed by First Tenant

..... Date

Signed by Second Tenant

..... Date

(Council's Tenants Obligations normal font. **Glebe Road's 2003 additional clauses- in bold italic**)