

DATED

2020

**PINE STREET ALLOTMENTS ASSOCIATION
TENANCY AGREEMENT**

NAME

TENANCY AGREEMENT

2020

1. Details

Landlord

- The Pine Street Allotments Association (The Association) managing the Allotment Site based at Pine Street, Harrogate as leasees of The Harrogate Borough Council and acting by the Committee (The Committee).

Tenant:

(Insert Full name/
address)

Allotment: Plot Number (s) _____

Allotment Site: The Allotment Site at Pine Street of which the Allotment forms part.

Start Date: 21st February 20_____

Period: For a period of one year from the start date and thereafter by agreement.

Rent: £_____ Payable in advance on or Before 21st February for the Period and thereafter at a rent determined by The Committee.

Deposit: Payable in advance upon the signing of this Agreement 1 Years rent.

2. Definitions.

2.1 The Tenant means the person named in the above Details and if the Tenant are two or more persons obligations expressed or implied to be made are deemed to be made by or with such persons jointly and severally.

2.2 Words importing the singular include the plural and vice versa

3. The Tenant's Obligations.

The Tenant agrees with the Landlord to observe and perform the conditions and obligations set out below -

3.1 To read and observe the Health and safety Guidelines

3.2 To pay the Deposit upon the signing of this Agreement. The deposit shall be retained by the Landlord until the termination of this Agreement when it will be refunded to the Tenant provided he/she complied with the terms and conditions of this Agreement but in breach the Deposit can be used to offset any expenses or costs incurred by the Committee to clean that particular plot.

3.3 To Pay rent without deduction to The Committee Treasurer in advance on or before 21 February in each year. In the treasurers absence then the Site Secretary.

3.4 To use the Allotment as an allotment garden only and for no other purpose.

3.5 To keep all hedges, fences, footpaths and areas around the Allotment in good repair and clean and tidy. Footpaths are to be two (2) feet in width (This does not include the main footpaths and boundary fences).

3.6 To keep the Allotment properly cultivated and not allow the Allotment to become overgrown and untidy and to manure at least once every two (2) years.

3.7 Not to plant trees or shrubs that may cause injury to adjoining tenants or visitors.

3.8 Not in any circumstances to use barbed wire for fencing or in a position which may cause harm or injury to adjoining tenants or visitors.

3.9 Not to cause any nuisance or annoyance to any adjoining tenants or visitors or adjoining properties nor use or allow the Allotment to be used for any activities which are dangerous, offensive, noisy, noxious, illegal or immoral reasons.

3.10 Not to use any water butt provided under the mains water taps on the allotment site for the washing of vegetables or tools.

3.11 Not to obstruct or encroach on any footpath or roadway for the use of occupiers of the allotment site.

3.12 Not to sublet or allow anyone else into occupation of the whole or any part of the allotment.

3.13 Not to burn materials, unless they are completely dry and the burning takes place between the hours of 10.00 and 16.00 (10am - 4pm) on Tuesday of each week during the period beginning 31st October and ending 31 March in any year provided always that the smoke from any fire shall not become a nuisance or inconvenience to any other tenant or adjoining householder and provided further that all fires must be fully extinguished by 1600 (4pm) before the Tenant leaves the Allotment.

3.14 All refuse arising from cultivation must be composted or removed from the Allotment by the Tenant at the Tenants' expense.

3.15 Not to dump or allow other persons to dump any refuse or decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation and or any rubbish, glass, metal, plastic on the allotment site or the allotment and any such items should be removed by the Tenant at the Tenants' expense to ensure the allotment is kept clean and presentable.

3.16 Not erect any building or addition to the allotment nor allow anyone else to do so without making prior application to the Harrogate Borough Council's Planning Departments for permission to do so and obtaining such permission. Forms for this purpose are available from the Committee Secretary.

3.17 Not to take any dog onto the allotment site at anytime without it being on a lead.

3.18 Not to bring any motor vehicles of any description onto the two main tracks serving the allotment site during the winter period beginning on 31 October and ending 31 March in any year or any variation to this period as directed in writing by the Committee (if you have extreme circumstances requiring vehicular access application may be made to the Committee Secretary for permission for such access).

3.19. The Tenant must at all times during the tenancy observe and comply with all the rules affecting the allotment.

3.20 Not to keep any animals or livestock of any kind on the allotment.

3.21 When using any fertilisers the Tenant must -

- Take all reasonable care to ensure that the adjoining hedges, trees and crops are not adversely and must make good or replant as necessary should any damage occur by using such methods.
- So far as possible select and use chemicals whether for spraying, seeds dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and wildlife other than vermin or pests.
- Comply at all times with current regulations.

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

3.23 Not without the consent in writing of the Committee to use Any water sprinkler or irrigation system.

3.24 The General Committee shall have the right for good and sufficient reason, which includes conduct discreditable and annoying to other members on the Allotment to terminate membership of any member provided that the member shall be informed of the reason and have the right to respond. Should the member be contacted 3 times within the same year regarding the same issue then a final notice will be sent to the member informing them to vacate the Allotment Site and remove all tools, crops and belongings by a stated

date. No refund of subscription or deposit will be given unless extenuating circumstances agreed by the Committee.

4. Declarations.

- 4.1** The Tenant shall not on termination of their nor at any other time be entitled to claim any compensation except such as shall be allowed by the provisions of the Allotments Act 1950 or any statutory modification thereof.
- 4.2** In the event the rent shall be in arrears for more than 21 Days whether legally demanded or not and the Landlord having given the Tenant 21 days written notice of intention to re enter the allotment or if the Tenant shall at any time fail or neglect to perform or observe any of the obligations and conditions on the part of the Tenant herein contained after the tenant's default in remedying the same when called upon to do so by 14 days written notice it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into and upon the Allotment to repossess the same peaceably thenceforth as if this Tenancy Agreement had not been made without a notice to quit but without prejudice to any right of action in respect of any previous breaches in the tenants' obligations herein contained.
- 4.3** The Tenant shall be allowed to draw water from the mains outlets on the allotment site between 1 April and 31 October in each year. The water mains will be turned off from 31 October to 31 March or if the weather dictates. These dates maybe subject to change at the discretion of the Committee.
- 4.4** The Committee shall have the right to refuse admittance to any person other than the Tenant or a member of his family to the allotment site unless accompanied by the Tenant or a member of his or her family.

- 4.5** The Tenant agrees to inform the Committee Secretary immediately of any change of address.
- 4.6** The Tenant agrees that any officer or agent of the Harrogate Borough Council may enter and inspect the allotment at any time.
- 4.7** The Tenancy shall determine immediately on the death of the Tenant although a new tenancy may be granted to the Tenant's next of kin at the Committees discretion.
- 4.8** Where the Tenant has any grievance it must be submitted to the Committee in writing.
- 4.9** This Tenancy agreement and any notice required to be given by the Landlord to the Tenant may be signed on behalf of the Landlord by the Committee Secretary and any Notice may be served on the Tenant either personally or by leaving it at the last known address or ordinarily by post there or by fixing the same in conspicuous manner on the Allotment. Any notice to be given by the Tenant to the Landlord shall be sufficiently given if signed by the Tenant and sent by prepaid post letter to the Committee Secretary at (Address) or personally handed to the Committee Secretary and posted through the letterbox of the site office at plot No 38b.
- 4.10** Association sheds/Greenhouses, if the Tenant has the privilege of being granted use of one of these on the site, the said Tenant is responsible for the repair and upkeep of said Shed/Greenhouse, this shed to be painted every 2 years.
- 4.11** All Firearms, Crossbows, Catapults and Air Rifles are totally banned from allotments.

SIGNED BY _____

Secretary and duly authorised signatory on behalf
Of the Committee of The Pine Street Allotments
Associations.

This Tenancy agreement duly witnessed by the Allotment Secretary and
signed by the said Tenant on the Date: _____

SIGNED BY TENANT _____

SIGNED WITNESS/Committee: _____

TENANTS NAME: _____

ADDRESS: _____

POST CODE: _____

TELEPHONE: _____

EMAIL: _____

SECRETARY: Irene Meredith
38 Butler Road
Harrogate
HG1 4PF

Telephone: 01423 567938
Email: irene38uk@aol.com

Tenant Name: _____

Address :

_____ Post Code: _____

Tel No _____

Email: _____

