

THE TRUSTEES OF HARLOW HILL ALLOTMENT ASSOCIATION
TENANCY AGREEMENT

An Agreement made on the between the Trustees of Harlow Hill Allotment Association (hereafter called the Trustees) and:

Name :

Address :

Post code :

Tel :

Email :

(hereafter called the Tenant) whereby the Trustees agree to let and the Tenant agrees to take the plot(s) of ground [hereafter called the Allotment(s)] situated at:

Plot(s) no at HARLOW HILL ALLOTMENTS

Subject to the following terms and conditions:

- 1 The term of the Tenancy will be from theto 31st January 20....., but the Tenancy will be renewed annually subject to the terms and conditions below being met.
- 2 The Tenant shall pay to the Trustees in advance on the 1st day of February the rent of £.....the first payment being made on the signing of this agreement by the Tenant, this Rent being inclusive of Water Rate. (At the Trustees discretion, part or all of the rent may be waived when the tenancy starts later in the year)
- 3 The Tenant shall keep all hedges, ditches, fences and gates as well as all the paths alongside his/her own plot (except the main grass ride and boundary fence or hedge) in good order and repair. The Allotment shall be properly manured with the majority of the plot under cultivation. Weeds shall be kept under control and not be allowed to spread their seed onto neighbouring plots. Crops shall be harvested when mature and not left to rot. He/she shall not plant trees or shrubs which will impact adversely on the adjacent Allotments. The Tenant shall not cause any nuisance to annoy other tenants or neighbouring householders.
- 4 The Tenant shall not use any guns on the allotments (including air rifles and shotguns)
- 5 The Tenant shall not use barbed wire, razor wire or any other sharp or dangerous object by means of a deterrent on the allotments. The Tenant shall not use any material containing asbestos anywhere on the Allotments site. Where the Tenant uses any article of glass, plastic, metal, or stone or other similar material on his/her Allotment, he/she is responsible for removing it from the Allotments site as soon as it is broken or no longer needed. The Tenant shall remove from the Allotments site any stones that he/she removes from his/her plot. Stones must be kept off the grass paths.
- 6 The Tenant shall compost or remove all refuse arising from the cultivation of the plot.
- 7 No animals or birds may be kept on the plot. Dogs must be on a lead at all times.
- 8 The Tenant shall not erect any building or structure without first applying in writing to the Committee Member responsible for their plot and obtaining signed written consent.
- 9 The Tenant shall not buy or sell any Allotment produce in the said building or structure, nor carry on any trade or business there from, nor use the same building for any storage of any article not usually used in the husbandry of the Allotment.
- 10 The Tenant shall not at the termination of his/her Tenancy nor at any other time be entitled to claim for compensation except such as shall be allowed under the provisions of the Allotments Act 1950, or any statutory modification thereof.
- 11 In the event of the rent being in arrears for thirty days or in the event of any breach by the Tenant of these conditions after his/her default in remedying the same when called upon to do so, The Trustees shall be at liberty to re-enter and repossess the said plot of ground in all respects as if this agreement had not been entered into, and without giving any notice to quit to the Tenant, but without any prejudice to the rights of the Trustees in respect of any antecedent breach of any of the Tenants agreements hereinbefore contained.
- 12 Any notice may be served on a Tenant either personally or by leaving it at his/her last known address or by letter addressed to him/her there or by fixing the same in a conspicuous manner on the Allotment Garden.
- 13 The Tenant is required to observe the additional conditions printed overleaf.

Signed:for and on behalf of the Trustees of HARLOW HILL ASSOCIATION

Signed by the Tenant :.....on

FURTHER INFORMATION AND CONDITIONS FOR TENANTS OF PLOTS

1. **Initial Deposit.** A deposit of £25.00 is required to be paid upon accepting a plot. This will be fully refunded when the plot vacated provided it is left in a good and tidy condition.
2. **Health & Safety Guidelines.** Plot holders are required to follow the Associations 'Health & Safety Guidelines' (copy attached)
3. **Sub-letting.** Plot holders are not permitted to sub-let any part of their plot. They may cultivate the plot in cooperation with a friend, but in all cases the registered plot holder must be the main cultivator and he/she is absolutely responsible for ensuring that the terms of the tenancy agreement are adhered to.
4. **Site Boundary.** To avoid impeding access for maintenance of the hedges and fences, no structure or heap should be made within one metre of the site boundary.
5. **Water Use.** The plot rent is inclusive of water rate (our water is metered and we have to pay for it). The water supply is turned on during the cultivation season. Plot holders may water their plot with a watering can, and may use a hosepipe to fill a butt on their plot. On payment of an additional fee for a water licence, plot holders may use a hand held hosepipe on their plot during the current season. Sprinklers and unattended hosepipes are never allowed.
6. **Manure.** Plot holders may arrange deliveries of manure, but should first check with a member of the committee that the rides are firm enough..
7. **Shop.** Plot holders are asked to support the allotment shop, which is open from 10:30 to 12:00 on Saturdays and Sundays from February to end September, Saturdays only in October and November; closed December and January
8. **Seeds.** The Association participates in a Seed Scheme, with orders placed in October/November each year. Please support it.
9. **Mowing Machines.** The association has two small mowers in the shed beside the shop. Plot holders can use these mowers to cut the paths between adjacent plots. Please keep these paths at least 50 cm wide to accommodate this mower. The larger, self-propelled, mowers are for cutting the rides, and should only be used by authorised members. If you would like to help with cutting the rides, please contact a member of the committee.
10. **Fires.** We are required to have a stated policy on fires. The current policy is: All herbaceous plant material should be composted. As far as possible avoid having fires at any time, though, if unavoidable, you may burn *dry, woody material* on your plot as follows: **Winter** (October to March) on the first Saturday in each month fire to be out before 12 noon; **Summer** (April to September) on the first Saturday in each month fire to be out before 8:00am For more information please see the notice attached to the inside of the shop door.
11. **Locks on Gates.** Please close the gate behind you when you enter or leave the site. Please also lock the gates when you leave the site or when you enter if you are one of only a few people on site and unable to watch the gate. Please make sure the locks are never left with the code showing – otherwise we may have to change the code! If the wheels on the lock are stiff, manoeuvre the hasp in or out to reduce pressure on the mechanism. We try to keep the locks well lubricated.
12. **Theft.** This has not been a major problem to date, though there are occasional instances. Please help by keeping the gates locked, and by not leaving tools lying around.
13. **Wind.** Harlow Hill is subject to high winds. Please ensure that any structures or articles on your plot are robust and firmly secured to the ground.
14. **Harvest.** Please harvest all your crops. Do not leave them to rot on your plot. This is a condition of the tenancy – paragraph 3 overleaf.
15. **Insurance** It is the responsibility of the Tenant to arrange any contents insurance which may be required.
16. **Data Protection** The contact details you provide will be held by the Secretary, the Treasurer and the Lettings' Manager of the Association. They will only be used to communicate with you to keep you informed of matters relating to the allotment site. They will not be shared with a third party or any other organisation. Your details will be deleted once you cease to be a member of the association. A copy of our Data Protection Policy is available in the Allotment Shop and on our website or you can request a copy from the Secretary or the Treasurer.