



Penrith Allotment Association



Penrithallotments.org.uk

THIS AGREEMENT is made the.....day of.....

BETWEEN

(1) Diana Yerkess (secretary)

of Penrith Allotment Association

("the Association") and

(2).....

of Address.....

Telephone.....

Email.....

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

2.1. The Association agrees to let and the Tenant agrees to take all that piece of land situate at

Site:.....("the Allotment Site") numbered.....on the Associations allotment plan.

3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from 1st January at an annual rent of £.....which is payable to the Association by the Tenant, yearly in advance, on or before the 28th of February each year ("the Rent Day").

A fee of £3.50 is also payable per person. This is paid by the Association to the National Allotment Society for affiliate membership.

- 3.2. Six month's notice of any rent increase will be given by the Association to the Tenant no later than June of the preceding year to take effect the following year.
- 3.3. The rent payable under this tenancy agreement shall be determined by an annual budget review by the treasurer, presented and approved by the officers and representatives of the Association.
- 3.4. The AGM to be advised in retrospect of the new fees. Any changes agreed by the AGM regarding fees to be implemented in the following year.
- 3.5. Fees will generally be based on the square yards of each plot and as agreed by the Hen Pen plot holders.
- 3.6. Water supply shall be included in the rental charge.
- 3.7. Where additional amenities are provided on the Allotment Site these will be considered when setting the following year's rent.
- 3.8. The Association has equipment on all sites. This is serviced as required and maintained throughout the growing season. A fee may be charged to cover the supply and servicing costs. This equipment may be borrowed by plot holders for use only on the Allotment Sites and should not be taken off site. The equipment is also used at the Tenants own risk.

4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an Allotment Garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter. New Tenants taking on poorly cultivated plots will be given a more appropriate length of time to get their plots up to the required standard and the Association recognises that this will be the case.

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part of it without the written consent of the Association (This shall not prohibit another person, authorised by the Tenant,

from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site Committee Members to be informed of the other person's name).

6. Conduct

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1. This Schedule forms part of this Tenancy agreement.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct themselves appropriately at all times.
- 6.4. The Tenant or anyone accompanying the Tenant to the Allotment Site must not use any abusive or threatening or aggressive behaviour on site, be it physical or verbal to members of the public, other plot holders or Committee Officers or Members. If this occurs, then the Tenant will face expulsion from the Allotment Association and be served with one months notice to quit.
- 6.5. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 6.6. The Tenant must comply at all times with the Rules and Constitution of the Association. A copy of the Rules and Constitution, current at the time of signing this agreement, can be found on the Associations webpage. A physical copy will be provided if the Tenant does not have access to this.
- 6.7. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.8. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of all others entering the Allotment Site with their permission.
- 6.9. The Tenant must not remove produce or property from any other plot without the express permission of the relevant plot holder.
- 6.10. The Tenant must not remove anything from a vacant plot including sheds, Greenhouses, plants, crops etc. unless permission is granted by the Association.
- 6.11 The Association shall have the right to refuse admittance to any person other than the plot holder or a member of their family to the Allotment Sites unless accompanied by the plot holder or a member of their family.
- 6.12 Any case of dispute between plot holders shall be referred to the elected Association Committee whose decision shall be final.

7. Lease Terms

7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Association hold the Allotment Site.

8. Termination of Tenancy

8.1. The tenancy of the Allotment Garden and membership of the Association shall terminate

8.1.1. automatically on the death of the Tenant. Succession of the plot may be passed to a member of the tenant's immediate family.

8.1.2. on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

8.1.4. by the Association giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

8.1.5. by the Tenant giving the Association 28 days notice in writing, or

8.1.6. if the Tenant fails to pay the rent by the rent day, one months notice to quit will be issued if the rent still remains unpaid after a period of no less than 40 days.

8.1.7. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

8.1.8. If following inspections by the Association the plot is unkept or poorly cultivated, and following two letters to the Tenant relating to such and insufficient action having been taken. One months notice to quit will then be issued to the Tenant.

8.1.9. If the Tenant fails to comply with Rules or Constitution or any conduct detrimental to the Association. A letter specifying the poor conduct will be sent to the Tenant at least one month prior to termination and no appeal is received by the Association.

8.1.10. If the Tenant or anyone accompanying the Tenant uses any abusive, threatening or aggressive behaviour on site, be it physical or verbal to members of the public, other plot holders or Committee Officers or Members. If this occurs the Tenant will be given one months notice to quit.

8.1.11. In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

9. Change of Circumstances

- 9.1. The Tenant must inform the Association of any change of circumstances within a reasonable amount of time, including address, telephone number, email address etc.

10. Hen Pens

- 10.1. All Hen Pens must be clean and tidy and not to store large amounts of wood or metal etc. No areas of the Hen Pen floor must have rubbish/timber or other materials deposited on them, such that makes it possible for vermin to nest under such materials. No compost heaps are to be kept within any Hen Pens which contain Livestock. However, a vermin proof compost bin can be allowed.
- 10.2. Sheds with wooden floors must be lifted 45cm(18") to 60cm(24") high. This is to prevent the nesting of vermin under said structures and to prevent vermin gaining access through the floors of said structures. If this occurs because of failure to comply with these rules then the Tenant must take full responsibility for this.
- 10.3. Tenants must provide their own vermin control. Since the change in the licensing of poisons it is impossible for the Association to provide it under the new laws. The association will, where possible, work with the tenants in the administration and control of vermin. However, the Association cannot be held responsible for this, and it remains the responsibility of the tenants to ultimately provide this.
- 10.4. Only hens, pigeons, fowl and bees are allowed in these pens.
- 10.5. Tenant's fences must be maintained in good stock-proof condition to prevent livestock escaping from their Hen Pens. If birds escaping by flying out of tenants Hen Pens becomes a problem, then those Tenants must either fully net their Hen Pens or ensure that they clip their birds wings to prevent this.
- 10.6. Any new fencing for Hen Pens to be a maximum of 1.8 metres high, wire mesh or similar timber fencing, constructed and maintained in a reasonable condition.
- 10.7. **All** foodstuff to be stored in sealed containers which are vermin proof and Tenants must **NOT FEED LIVESTOCK ON THE GROUND**. Tenants must use feeders and make sure they are lifted off the ground.
- 10.8. Hen Pen holders may dispose of dead birds in an incinerator at any time if this is in accordance with current government legislation regarding the disposal of livestock under the current Avian Influenza guidelines.
- 10.9. Hen Pen holders must comply with all legislation and guidance, relating to the keeping of the animals kept, including any changes introduced by the Government or their agencies, for example Avian Influenza.

11. Notices

- 11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 11.2. Any notice served on the Tenant should be delivered at or sent to their last known home address. Any notice served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.
- 11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.
Executed by the Association by signing by two Members of the Committee.
- 11.5. Notice of any rent increase will be given at the Association AGM and be published on the Associations website, Facebook page and Association Noticeboards. Where possible notice will be emailed to Tenants or given in writing.
- 11.6. The Association may, by giving twelve months written notice to the Tenant, make changes to the Terms & Conditions of this Tenancy Agreement, including but not limited to changes to site rules or Associations constitution. Such notice must be served between September 29th and April 6th and the changes will take effect on the date specified in the notice, which must be after the end of the twelve-month period.

In the presence of

Signed by the Tenant

In the presence of

Signed by Committee Representative

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.

1.2. The Tenant shall not plant any trees other than fruiting trees and or fruiting bushes without the written consent of the Association. Any new fruiting trees must be kept to a height of no more than two and a half metres

1.3. Any fruit trees must be on a dwarf rootstock under the terms of the Associations tenancy with the Penrith Town Council and each fruit trees rootstock defined as:

Apple Trees: M27, M9 or M26

Pear Trees: Quince C or Quince Eline

Cherry Trees: Gisela 5

Plums, Gages, Damsons or Mirabelles: Pixy, VVA1/Krymsk 1 or Plumina

NO ROOTSTOCKS MUST BE USED THAT PRODUCE A LARGER TREE THAN THE ABOVE.

For any other Types of fruit tree then please ask the Association for guidance

2. Hedges and Paths

2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained, must not dig up or obstruct any pathways and keep in repair any other fences and any other gates or sheds on his Allotment Garden.

2.2. The Tenant shall not use any barbed or razor wire or other sharp pointed or jagged materials for a fence adjoining any path or road set out by the Association for the use of occupiers on the Allotment Site.

2.3. Public paths and haulage ways (roads), whether they may have public or permissive access, must be kept clear at all times.

3. Security

3.1. Please ensure that site gates are closed whenever you may be the last Tenant to leave the Allotment Site.

4. Inspection

4.1. An Officer or Committee Member of the Association shall be entitled, at any time, when in accordance with their duties, to enter and inspect an Allotment Plot or Hen Pen. For inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant.

5. Water/Hoses /Fires

- 5.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used when other Tenants are also watering their plots.
- 5.3. Watering sprinklers can be used on the Allotment Garden only when the Tenant is present. Sprinklers are not to be left unattended. The above point 5.2 also applies.
- 5.4. No fires are permitted on the Allotment Site. The lease and tenancy agreement from the landlord does not permit fires to be lit on any of the four Allotment Sites. Barbeques are permitted for your family providing they are kept under control and due consideration is given to other Tenants and you dispose of ashes safely. Tenants should look at using compost bins to dispose of vegetational rubbish. Hen Pen holders may dispose of dead birds in an incinerator at any time as long as this is in accordance with current government legislation regarding the disposal of livestock under the current Avian Influenza guidelines.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is always held on a lead and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.

7. Livestock

- 7.1. Animals or livestock of any kind shall not be kept on the Allotment Garden. The only exception to this is the Hen Pens where hens, pigeons, fowl and bees may be kept.
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

8. Buildings and Structures

- 8.1. Tenants shall not, without the written consent of the Association, add any building or greenhouse on the Allotment Site subject to a size limit of 8 square metres (e.g 4mx2m) with a maximum height of 3 metres. Poly tunnel maximum size 8 metres long and 4.5 metres wide at the base and 3 metres high. Any non-compliant buildings will be ordered to be removed. If after a period of one month the tenant does not comply with this rule, then the Association holds the right to remove such building/s and charge the Tenant with the cost of removing such building/s.
- 8.2. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.

- 8.3. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.4. The Association will not be held responsible for loss by accident, fire, theft or damage from the Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotments any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes on the Allotment Site or adjoining land.
- 9.2. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.3. The Tenant shall not take, sell or carry away any mineral, gravel, sand, earth or clay from the Allotment Site.
- 9.4. Any Committee Officer, Committee Member or Tenant carrying out any work for the Association, which is likely to incur a cost, must have approval from a Committee Officer before the work is commenced. Receipt(s) and/or invoice(s) must be submitted for payment within 28 days of the work being completed.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. When using any sprays or fertilisers the Tenant must
 - 10.1.1. take all reasonable care to ensure that adjoining hedges, trees, crops and fellow Tenants plots are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.1.2. so far as possible select and use chemicals, whether for spraying 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 pests, and
 - 10.1.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.2. The use and storage of chemicals must be in compliance with all the relevant legislation.
- 10.3. Any incidence of vermin on the Allotment Site must be reported to the Association.
- 10.4. In the event of Late Blight or any other airborne/spreadable disease, the plot holder must immediately take measures to dispose of infected plant material

and not to cause any suffering to neighbouring plot holders or their crops. In the case of any disputes arising from this, then the Allotment Association shall have full determination on this matter and their decision be final.

11. Notices

11.1. The Tenant must erect a clear visible number on their plot.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Association.

12. Car Parking

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time. No parking is allowed at any time on any Allotment Garden or any grass verges.