

## Allotment Tenancy - Terms and Conditions

*In these Terms and Conditions, 'the owner' shall mean [INSERT LANDLORD DETAIL], 'the Association' shall mean Stonehaven Allotment Association (SAA) which manages the allotment site as lessees of the estate and 'the allotment garden' shall mean the allotment garden let by the Association to the tenant.*

### 1) TENANT'S RESPONSIBILITIES

- a) The tenant shall undertake to:
- i) pay the rent reserved in the tenancy agreement, to such person as shall be appointed by the Association to collect rents, in advance and without deduction within 4 weeks of the Annual General Meeting (AGM) each year.
  - ii) inform the Secretary of the Association without delay of any change of the tenant's address and contact details.
  - iii) accept membership of the Association and to remain a member during his/her occupation of the allotment garden and to observe at all times the rules of the Association.
  - iv) use the allotment garden for lawfully growing plants on a not for profit basis or as leisure gardens and for no other purpose.
  - v) use all reasonable endeavours to keep the allotment garden free from weeds or any plant, which interferes with the cultivation of other parts of the site. To keep the allotment garden clean and otherwise maintained in a suitable condition for an allotment or leisure garden.
  - vi) keep in a safe condition and good appearance one half in width of any path adjoining the allotment garden (all such paths to be of a minimum width of 1 metre). To ensure that no more than  $\frac{1}{4}$  of the site is uncultivated at any time, unless at the discretion of the Committee. To clearly and legibly display the plot number and any other marker posts.
  - vii) observe and perform any other special condition which the Association considers necessary to preserve the allotment garden from deterioration or to preserve the amenities of the allotment site and of which notice shall be given to the tenant in accordance with clause 5 (c) of this agreement.
  - viii) lock the gates after entering and leaving the site and not to enter or attempt to enter the site other than by means of the gates.
  - ix) give up the allotment garden at the termination of the tenancy in such condition compliant with this agreement. The Association may dispose of any building structure or other items left on the allotment garden after one month from the date of termination.

The Association shall be entitled on termination of the tenancy to recover compensation from the tenant in respect of any failure of the tenant to comply with the conditions herein contained.

b) The tenant will undertake not to:

- i) (without the written consent of the Association) to erect any building or structure on the allotment garden, other than in accordance with the Planning and Development Brief. The tenant shall keep any building or structure on the allotment garden in good and safe repair and shall not use it, or permit it to be used, for overnight accommodation.
- ii) use barbed wire for a fence adjoining any path set out for use of the occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof.
- iii) erect any notice or advertisement on the allotment garden except the plot number as required by clause 1 (vi), and not to plant or allow to grow on the allotment garden any tree the base of which exceeds 5cm in diameter (with the exception of fruit trees). All trees must not exceed 2 metres and must be positioned so as not to overhang/interfere with other neighbouring plots.
- iv) cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any local resident. Not to obstruct or encroach on or over any path or roadway set out for the use of the occupiers of the allotment gardens.
- v) light bonfires other than expressly agreed by the Association or the estate and subject to such requirements and restrictions as the Association or the estate may impose. The burning of non-compostable garden waste must be done in approved containers and in such a manner as not to cause annoyance to occupiers of any other allotment garden or local resident.
- vi) cut or prune any timber or other trees, excluding those trees (e.g. fruit) planted on individual plots, without the written consent of the Association.
- vii) take sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Association.
- viii) deposit or allow persons to deposit on the allotment garden any rubbish or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) and not to deposit matter of any sort on any other part of the allotment site (except matter removed from the allotment garden which may be placed in the area or container which may be provided by the Association for that purpose).

- ix) bring or cause to be brought on to the allotment site any dog unless properly kept under control and on a lead at all times. Should the dog foul within the site then the person in charge of the dog shall be responsible for immediately clearing same.
- x) the keeping of livestock is prohibited.
- xi) assign sublet or otherwise part with possession of the allotment garden or any part thereof without the written consent of the Association.
- xii) communicate directly with the owner on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Association.

## **2) THE ASSOCIATION'S RESPONSIBILITIES**

- a) The tenancy is subject to the exceptions, reservations, stipulations and conditions contained in the lease or tenancy under which the Association holds the land.
- b) The Association may at any time upon giving the tenant notice in writing before *[INSERT DATE]* in any year increase or decrease the rental of the allotment garden with effect from the said *[INSERT DATE]*.
- c) The Association is to be indemnified against any claim howsoever arising out of the tenant's use or occupation of the allotment garden and site

## **3) GENERAL PROVISIONS**

- a) The Association shall have the right to refuse admittance to any person other than the tenant or a member of his or her family to the allotment site unless accompanied by the tenant or a member of his or her family. The tenant shall ensure that anyone so admitted does not enter onto any other tenant's allotment or cause alarm or annoyance to other tenants. The tenant will also ensure that anyone so admitted abides by the terms and conditions as contained herein.
- b) Children under the age of 16 must be accompanied by a responsible adult. The tenant or member shall be responsible for ensuring that any child entering the site abides by the terms and conditions of this agreement.
- c) In the case of a dispute between the tenant and any other occupier of an allotment garden or between the tenant and the Association the matter shall be referred first to the Association Committee (excluding any Committee member who is party to the dispute) whose decision shall be binding subject only to the member's right to appeal to the Annual General Meeting of the Association whereupon the matter shall be determined by secret ballot.

- d) Tenants shall be entitled to draw water from any mains outlets on the allotment site (except if the water supply has to be disconnected for repairs) for cultivation of the allotment garden but for no other purpose. The use of hoses for any purpose, including the filling of auxiliary containers, shall be only as permitted by the Association. The Association reserves the right to charge the tenant, in addition to the annual rent, a sum equal to a proper proportion of any water charges paid by the Association in respect of the previous year.
- e) Any authorised officer or agent of the Association or estate shall be entitled at any reasonable time to enter and inspect the allotment garden.
- f) Barbeques are permitted within the communal area. However, they must be within commercially manufactured barbeques. To prevent damage to the ground, disposable barbeques are only permitted if used with commercially manufactured stands.
- g) Smoking is not permitted in any part of the allotments.

#### **4) HEALTH AND SAFETY**

- a) All reasonable steps must be taken to make safe any area where dangerous practises or equipment are observed. In circumstances where this cannot be reasonably or practicably done, then to take such measures as to ensure the safety of others and to immediately advise a member of the Association Committee in order that the situation can be rectified without delay.
- b) It is the responsibility of all members and tenants to consider the health and safety of themselves and others using the site. In particular:
  - i) Not to bring any firearm or other weapon capable of firing projectiles onto the allotment garden.
  - ii) Not to keep or use hazardous substances including asbestos, rat poison and slug pellets on the allotment garden without the express permission of the Association Committee.
  - iii) Any proprietary gardening substances brought onto the site must be kept in the manufacturers containers.
  - iv) Not to use substances banned by the Association.
  - v) Not to possess or keep illegal substances on site.
  - vi) Not to be under the influence of illegal or other noxious substances, nor to be drunk and incapable of looking after ones self while on site.

## 5) TERMINATION OF TENANCY

- a) The tenancy shall terminate immediately on the death of the tenant. The allotment garden may be cultivated until the end of the growing season by the next of kin/partner, if desired.
- b) The tenancy may also be terminated in any of the following manners:
  - i) By either party giving to the other twelve month's notice in writing to expire on or before the 1st April or on or after 31st September in any year. Any such notice given by the tenant shall be served to the Secretary of the Association.
  - ii) By re-entry by the Association at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for any purpose permitted by the lease or the tenancy under which the Association holds the land.
  - iii) By re-entry by the Association at any time after giving one month's previous notice in writing to the tenant (1) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or; (2) if it appears to the Association that there has been breach of the conditions or rules affecting the cultivation of the allotment gardens and at least three months have elapsed since the commencement of the tenancy or; (3) if the tenant shall cease for any reason to be a member of the Association or; (4) if the tenant is proven to have maliciously interfered with another tenant's plot.
- c) Any notice required to be given by the Association to the tenant may be signed on behalf of the Association by the Secretary or other Officer of the Association for the time being and may be served on the tenant either personally or by leaving it at his last known place of abode or by ordinary post or by registered post or by letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised herein.
- d) Any notice or application for consent required to be given by the tenant to the Association shall be sufficiently given if signed by the tenant and sent by recorded delivery post or handed to the Secretary or other Officer of the Association.

**ALLOTMENT TENANCY AGREEMENT**

An agreement made on the ..... (day) of ..... (month) ..... (year) between Stonehaven Allotment Association (hereinafter called "the Association") for the one part and

NAME:

ADDRESS:

(hereinafter called "the Tenant") of the other part

WHEREBY the Association lets and the tenant takes a tenancy of one or more allotment gardens, at annual rents, service charges and membership subscriptions approved by the Association and notified to the tenant in accordance with the constitution and the Terms and Conditions of Tenancy annexed hereto, this agreement superseding all previous tenancy agreements for allotment gardens managed by the Association.

AND SUBJECT TO the said Terms and Conditions of Tenancy which have been read and understood by the tenant who undertakes to abide by them.

AS WITNESS the hands of the parties the day and the year first above written.

SIGNED by the tenant

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In the presence of: .....(Signature of Witness)

Address of witness: .....

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Signed on behalf of the Association

..... (Secretary)

In the presence of: .....(Signature of Witness)

Address of witness: .....

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