

Plot number

## Hotwells and District Allotments Association Ltd

Registered under the Co-operative and Community Benefit Societies Act 2014  
Registered No: 6359R

Registered address: 2 Kennel Lodge Road, Bower Ashton, Bristol BS3 2JT

### TENANCY AGREEMENT

This Agreement is hereby made between Hotwells and District Allotments Association Ltd (hereinafter called 'the Association') of 2 Kennel Lodge Road, Bower Ashton, Bristol BS3 2JT by their duly authorised officer on the one part, and

Tenant's name	
Address	
Post code	
email address	
Landline number	
Mobile number	

- hereinafter called 'the Tenant'.

*Witnesseth as follows:*

1. The Association agrees to let, and the Tenant agrees to take (subject as hereinafter provided), the allotment garden (also referred to as the plot) described in the First Schedule hereto (subject to any reservation and provisions contained in any deed or document under which the Association hold or derive title to the land) for the term and at the rent specified in the said Schedule.
2. The Tenant hereby agrees to the Association's Terms and Conditions for allotment holders which are contained in the Second Schedule attached hereto.
3. The Tenancy may be terminated under any of the following circumstances:
  - i. By the Tenant giving one or more month's notice.

- ii. By the death of the Tenant. Please note that the tenancy cannot be transferred to any other person whomsoever, but priority may be afforded to a wife/husband or other partner who has actively worked the plot in question. A new tenancy agreement will be necessary in such circumstances.
  - iii. By the Association giving a minimum of one month's notice in writing to the Tenant if (a) the rent or any part thereof be in arrears for 40 days or more whether or not legally demanded; or (b) the Tenant is in breach of the relevant terms\*\* of the Second Schedule; or (c) the Tenant shall become bankrupt or compound with his/her creditors.
  - iv. By the Association giving the Tenant a minimum of three months written notice: (a) on account of the allotment garden being required for building, mining or other industrial purpose, or for roads or sewers necessary in connection with any of these purposes; or (b) on account of the allotment garden being required by the Council for any purpose (not being the use of the allotment garden for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision; or (c) on account of the allotment garden having been required by the Council for a purpose (not being the use of the allotment garden for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provisions. (In the case of the allotment gardens being acquired by the Council under the Housing Acts 1890 to 1921 prior to the passing of the Allotment Act 1922).
  - v. By the Association giving the Tenant not less than twelve months previous written notice expiring on or before the 6th day of April or on or after the 29th day of September in any year.
4. Any notice given by the Association under or in respect of this agreement shall, in addition to any other means of service authorised by law, be sufficiently served upon the Tenant either by handing it to the Tenant in person; or by leaving it at, or sending it by post addressed to the Tenant at the last known address of the Tenant; or by fixing it in some conspicuous manner on the allotment garden in question or shed thereon.
  5. Except in the case of paragraphs 2 and 4 above, no reimbursement of rents will be made in whole or in part. Other annual fees will be retained in full by the Association.

## THE FIRST SCHEDULE

The following charges attach to the allotment garden plot number

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in the register of allotment gardens situated at the allotment site known as ..... having an area which defines it as a ..... plot, subject to a yearly tenancy from the 1st October:

1. **Rent:** the Tenant shall pay a yearly plot rent of £..... in respect of the allotment garden. This amount is payable in advance yearly on the 1st October every year and proportionately for any part of the year over which the Tenancy may be extended provided that the Association may alter the amount of yearly rent by giving notice to the Tenant in accordance with clause 4 of the Agreement of the new rent and the date from which the new rent is payable by the tenant which date shall not be less than 12 months from the date of the said notice.

Such notice shall also apply to subsidiary annual payments such as annual association subscriptions and membership of The National Society of Allotment and Leisure Gardens to which all Tenants must subscribe (see below).

2. **Annual subscription:** In addition to the plot rent, an annual subscription to the Association may be payable at the same time and under the same conditions as the Plot Rent: £
3. **The National Society of Allotment and Leisure Gardeners** – known as the National Allotment Society: £
4. **Other subscriptions:** £

**THE TOTAL ANNUAL CHARGE IS** £

NB Only plot rents are pro-rated where applicable. Other annual fees are paid in full.

### WHAT YOU NEED TO PAY NOW

	£
Rent for a ..... plot (..... 2014 to the end of September 2015)	
Shed (one-off payment) NB shed shared with plot ..... (where applicable)	
Subscriptions	

<b>TOTAL PAYABLE</b>	

## SECOND SCHEDULE

### TERMS and CONDITIONS for TENANTS (ALLOTMENT HOLDERS)

\*\* indicates the relevant items (see paragraph 3 of the Agreement)

\*\*1. To pay the rent and subscriptions hereby reserved without deduction in the manner heretofore mentioned. Where rents remain unpaid by the 14th November in the year of issue, a termination notice will be automatically issued.

\*\*2. To use the allotment garden for the sole purpose of growing vegetables, fruit and flowers and in particular not to use it for any trade or business whatsoever.

\*\*3. To keep the allotment garden clean and free from weeds, well-manured and otherwise maintain it in a good and proper state of cultivation and condition. As a guide, at least two thirds of the plot shall be under cultivation at any one time.

\*\*4. Not to cause or permit to be caused or to arise any nuisance or annoyance to the occupiers of adjoining or neighbouring allotment garden/s or property; or cause any obstruction or encroachment on any path or haulingway; or use barbed wire for a fence adjoining any such path or haulingway.

\*\* 5. Not to assign, underlet, or part with the possession of the allotment garden or any part thereof. The plot will be subject to a tenancy agreement with only one person. That person is the Tenant who is responsible for the conduct of any other person/s who may assist or visit the plot. Adverse behaviour of anyone on the plot could lead to the Tenancy being terminated.

\*\* 6. If proven, theft from another plot will result in instant termination of a Tenancy Under no circumstances may a Tenant enter onto another plot without the express permission of that plot holder. Anyone suspecting theft must report the matter to a member of the Committee as soon as possible.

7. One standard shed per Tenant may be erected in a suitable position, usually towards the back of the plot as seen from the hauling way. The Tenant shall be responsible for the maintenance of the shed, its security and structural integrity. It must be kept in sound order, whether or not it is the property of the Association. Any additional constructions (eg greenhouses, polytunnels, permanent cages for fruit or other crops) must not be erected without the written permission of the Association and must only be used for purposes connected with the cultivation of the plot.

Anyone requiring such permission must apply to the Secretary in writing with details of the construction and its location within the plot area.

Standard wooden sheds may not be removed from the Allotment Site, but Tenants who leave may be required to remove all additional constructions at their own cost. If not removed within 30 days of the completion of the notice period, the Association reserves the right to appropriate the constructions for other tenants or to have the constructions removed.

8. Under no circumstances must non-degradable materials such as glass, iron, plastics, carpet, or rubber tyres be deposited or buried anywhere on the site. Carpeting and tyres are banned from use.

Materials other than for cultivation purposes must not be brought onto an allotment site. Tenants are forbidden to deposit or suffer to be deposited any such items on adjacent plots, whether vacant or otherwise.

9. Bonfires must not cause a nuisance to other Tenants, or to adjacent householders, or users of public highways and nearby paths. They must never be left unattended and must be totally extinguished by dusk. The Association will determine and notify should there be periods of the year when all fires are forbidden.

10. A clear and unobstructed path of at least 18" (450mm) width must be provided either side of a plot from the hauling way. The Tenant shall keep the right-hand path (as viewed from the hauling way) straight, clean and with grass clipped. The verge to the front of the plot must likewise be kept clear and tidy.

11. Paths, haulingways and other roadways must be kept clear. Motor vehicles must be un/loaded promptly and then moved to a parking area. There is a 5 mph speed limit on all haulingways to help prevent accidents.

12. Small quantities of bush fruit, strawberry plants, asparagus or rhubarb may be grown. Apple, plum, pear or similar fruit trees on dwarf root stock may be grown, but care must be exercised to ensure the growth does not overhang adjacent plots, paths or roadways. Such trees should not take up more than 15% of the plot.

13. Tenants must display a board or other device which clearly shows the number of the plot in a conspicuous position so that it can be easily read from the hauling way.

14. Children must be kept under control and remain on the plot. The Association will not accept responsibility if children are hurt through non-compliance with this rule.

15. Dogs are only permitted on the Site if kept on a lead or leash.

16. No firearms, air guns or other weapons may be brought on to the site.

17. Not to trespass onto other people's allotment gardens unless permission has been granted.

18. Not to stay overnight on your allotment garden.

19. Not to keep cockerels, sheep, pigs, horses on allotment gardens. Hens, bees and rabbits may be kept if written permission is granted by the Association.

20. Not to play radios or other devices so loudly as to interfere with other tenants.
21. The use of hosepipes and sprinklers to directly water crops is forbidden. A hosepipe may, in exceptional circumstances (eg a disabling medical condition), be used to fill water butts during quiet periods for other users, provided the person concerned has written permission from the Association.
22. Entrance gates must be locked after entering or leaving the site.
23. Only tenants and those accompanying them are permitted onto allotment sites. Members wishing to conduct school or other parties around the site must seek prior approval from the Secretary.
24. Only registered Tenants or Associate Members may purchase from the Association' Stores.
25. Complaints or suggestions should be reported to the Site Rep. If of a serious nature they should be directed to the Secretary or the Chairman.
26. Changes of home and/or email address must be advised to the Plots Secretary as soon as possible.
27. Tenants shall allow any committee member of the Association, or officer or member of Bristol City Council (or any such a person as authorised by them) to enter and inspect the allotment garden and sheds at any time.
28. To yield up the allotment garden and the standard shed on the termination of this tenancy in such condition as shall be in compliance with the Agreement and the terms and conditions.
29. The Association, through its committee, may, as necessary, promulgate additional Terms and Conditions after giving due notice of at least three months to members and provided they are acceptable to Bristol City Council.

## TENANCY AGREEMENT

Signed on behalf of Hotwells & District Allotments Association	(authorised officer)
Print name	
Received the sum of	£
Signed (Tenant)	
Date	

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**Please note:** Two copies are to be signed: one to be retained by the Tenant - the other to be returned to the Plots Secretary (thence to the Secretary for filing).

Revised 08/14 JH/PT

EXAMPLE