

Trumpington Allotment Society

Trumpington Allotment & Garden Society Ltd. Reg. No. 13184R

TENANCY AGREEMENT

THIS AGREEMENT is made the day of 20.....

BETWEEN

(1) Trumpington Allotment & Garden Society Ltd

of 72 Foster Road, Cambridge

("the Association") and

(2) [Name].....

of [Address].....

[Post Code]

[Home phone].....

[Mobile phone].....

[Email].....

("the Tenant")

Executed by the Association by signing by a member of the committee

Signed by the Tenant:.....

Print name:.....

Signed by committee member:.....

Print name:.....

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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 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2 Definitions

- 2.1 Allotment Land: land situate at Foster Road, Trumpington and managed by the Association.
- 2.2 Allotment Garden Plot: all that piece of the Allotment Land specified in the attached Schedule 2 by a plot number corresponding to the Association's allotment plan.
- 2.3 Chicken Plot: an Allotment Garden Plot inside the fenced chicken area, specified by plot numbers C01, C02 etc.
- 2.4 Polytunnel Plot: an Allotment Garden Plot inside the community polytunnel, specified by plot numbers P01, P02 etc.
- 2.5 Rent Due Day: the 1st of October each year.

3 Allotment

- 3.1 The Association agrees to let and the Tenant agrees to take the Allotment Garden Plot.

4 Tenancy and Rent

- 4.1 The Allotment Garden Plot shall be held on a yearly tenancy from the 1st of October at an annual rent together with an annual water charge and membership fee, all of which are as specified in Schedule 2. These are payable to the Association by the Tenant on the Rent Due Day.
- 4.2 Schedule 2 may be amended from time to time in writing by both the Association and the Tenant, and should be attached to this Agreement. Where a Chicken Plot or a Polytunnel Plot or a Beehive is let, a copy of Schedule C or Schedule P or Schedule B should also be attached to this Agreement, as appropriate.
- 4.3 At least 3 months notice of any general increase in rent, water charge and or membership fee will be given by the Association to the Tenant to take effect the following Rent Due Day.
- 4.4 Where additional amenities are provided on the Allotment Land these will be taken into account when setting the following year's rent.

5 Cultivation and Use

- 5.1 The Tenant shall use the plot as an allotment garden only as defined by the Allotments Acts 1922 and 1950 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment and the keeping of permitted livestock as defined in Schedule 1, Clause 7 by the Tenant and her 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.
- 5.2 The Tenant may not carry on any trade or business from the Allotment Land.
- 5.3 The Tenant may not store on the Allotment Land any item other than garden equipment for use on the Allotment Garden Plot.
- 5.4 The Tenant shall have at least $\frac{1}{4}$ of the area available for cultivation on the Allotment Garden Plot under cultivation of crops after 3 months and at least $\frac{3}{4}$ of that area of the Allotment Garden Plot under cultivation of crops after 12 months and thereafter.

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5.5 The maximum proportion of the Allotment Garden Plot allowed for internal paths and hard landscaping e.g. shed, internal paths, composting area is 30%.

6 Prohibition on Underletting

6.1 The Tenant shall not underlet, assign, share or part with possession of the Allotment Garden Plot or any part of it.

7 Conduct

7.1 **The Tenant must comply with the general conditions of use attached as Schedule 1.**

7.2 Where the Tenant has a Chicken Plot **she must comply with the CHICKEN PLOT RULES attached as Schedule C.**

7.3 Where the Tenant has a Polytunnel Plot **she must comply with the HOUSE RULES AND MANAGEMENT OF THE POLYTUNNEL attached as Schedule P.**

7.4 Where the Tenant has a beehive on the Allotment Land **she must comply with the BEE RULES attached as Schedule B.**

7.5 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment Land.

7.6 The Tenant must not cause or permit any nuisance, annoyance, disturbance, inconvenience, injury or damage to any other tenant or any owner and/or occupier of adjoining or neighbouring land and must conduct himself appropriately at all times.

7.7 Polite and respectful communications are required between the Tenant and the management committee.

7.8 The Tenant must not cause or permit any obstruction or encroachment on any path track or roadway on or providing access to the Allotment Land.

7.9 The Allotment Garden Plot 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 Plot.

7.10 The Tenant must be a member of the Association for the entire period of his tenancy and must comply at all times with the rules of the Association. The rules are available on request from the Secretary.

7.11 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant tenant.

7.12 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 tenant. Any such person attending regularly should be a member of the Association. The Tenant is responsible for the actions of children and others entering the Allotment Land with her permission.

7.13 The Tenant must not remove produce from any other plot without the express permission of the relevant tenant.

8 Lease Terms

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

9 Termination of Tenancy

9.1 The tenancy of the Allotment Garden Plot shall terminate

9.1.1 automatically on the Rent Due Day next after the death of the Tenant, or

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- 9.1.2 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
 - 9.1.3 by repossession after 3 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
 - 9.1.4 by the Association giving the Tenant at least 12 months notice in writing expiring on or before 6 April or on or after 29 September in any year, or
 - 9.1.5 by the Tenant giving the Association 28 days notice in writing, or
 - 9.1.6 by repossession after 1 month notice to quit if the rent is in arrears for not less than 40 days, or
 - 9.1.7 by repossession after 1 month notice to quit if the Tenant is not duly observing the conditions of this tenancy.
- 9.2 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).

10 Change of Address or Phone Number

- 10.1 The Tenant must immediately inform the Association of any change of postal or email address or phone number.

11 Notices

- 11.1 Any notice given under Clause 9 (Termination of Tenancy) of this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. Such 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 such notice served on the Tenant should be delivered at or sent to his last known home address and email address if appropriate. Any address served on the Association should be sent to the address given in this agreement or any address specified in such a notice given by the Association to the Tenant.
- 11.3 Such 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 Such 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 the hour of 16:00 or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

SCHEDULE 1

Conditions of Use

1 Trees

- 1.1 The Tenant shall not without the written consent of the Association cut down, cut or prune any timber or other trees on the Allotment Land, apart from carrying out recognised pruning practices.
- 1.2 The Tenant shall not plant any trees the Allotment Land other than dwarf fruiting or nut bearing or nitrogen-fixing trees without the prior consent of the Association.

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2 Hedges and Paths

- 2.1 The Tenant shall keep every hedge that forms part of the boundary of her Allotment Garden Plot properly cut and trimmed, all paths of 1 metre width or less between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on her Allotment Garden Plot.
- 2.2 The Tenant shall not use barbed wire or razor wire on the Allotment Land or its adjoining boundaries.
- 2.3 All paths and tracks must be kept clear of refuse and other materials including stones, rope, string, wire and sticks at all times.
- 2.4 All paths between plots must be kept a minimum of 60 centimetres wide.

3 Security

- 3.1 If necessary the Tenant shall be issued with a gate padlock key to access the Allotment Land either by car or on foot.
- 3.2 The Tenant must not make or cause to be made any new copy of the gate padlock key. Replacement or additional keys should be obtained from the Plots Secretary. Any additional key holder must be a member of the Association.
- 3.3 A returnable Key Deposit of £10 or other amount as the Committee may determine is payable for each gate key.
- 3.4 The main access gate shall be closed and locked at all times when the fenced part of the Allotment Land is unoccupied. The Tenant must ensure that the gates are locked after he leaves, either by locking it himself or ensuring that another Tenant does so.

4 Inspection

- 4.1 An officer of the Association if so directed may enter Allotment Garden Plots for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock.
- 4.2 Where access to an Allotment Garden Plot is restricted by fencing and a locked gate full access must be given by the Tenant to the officer at a mutually agreed time and in any case no more than 1 week after the officer requests access.

5 Water, water conservation, rainwater harvesting, hoses and fires

- 5.1 The Tenant shall practise sensible water conservation and consider mulching for water conservation.
- 5.2 The Tenant must install, maintain and use rainwater collection on each and every shed, greenhouse, chicken hut, building or other roofed structure on her Allotment Garden Plot with floor area 2.23 square metres (24 square feet) or greater. The Tenant shall consider rainwater collection on any smaller structures. Butts and other rainwater containers must be covered.
- 5.3 The Tenant must inform the Association immediately of any leak from the supply to the water troughs (dip tanks) on site. The Tenant must not attempt to modify any part of the mains water supply on site.
- 5.4 The Tenant shall always have consideration for other tenants when extracting water from water points. The Tenant may not pump water from a water trough. The Tenant may not siphon water from a water trough unless he is present while the siphoning takes place.
- 5.5 The Tenant must not make a fire on a Chicken Plot or a Polytunnel Plot. Otherwise, fires are allowed on the Allotment Garden Plot for the burning of materials from the Allotment Garden Plot only i.e. diseased plants and dried-out organic material that will burn with a minimum of smoke and no hazardous residue, after the hours of 15:00 in summer and 14:00 in winter. All fires must be attended at all times and not

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cause a nuisance to neighbours or other tenants. The Tenant must have a container capable of carrying water available for immediate use. All fires and flames must be extinguished and a thorough fire safety check undertaken at least 1 hour prior to the Tenant leaving the Allotment Land. The Tenant shall not bring or allow to be brought on to the Allotment Land any materials for the purpose of burning them.

- 5.6 All fires must be at least 10 metres away from any building outside the Allotment Land and from any polytunnel, including the community polytunnel. All fires must also be a reasonable and safe distance away from any structure, including but not limited to other tenants' sheds and greenhouses and the Association's Trading Hut.
- 5.7 The Tenant shall not dig wells in any part of the Allotment Land.
- 5.8 The Tenant shall not dig any ponds on the Allotment Land without prior written consent of the Association.

6 Dogs

- 6.1 The Tenant shall not bring or cause to be brought onto the Allotment Land a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden Plot only. Any faeces must be removed and disposed of off site by the Tenant.

7 Livestock and bees

- 7.1 Except with the prior written consent of the Association the Tenant shall not keep any animals or livestock on the Allotment Garden Plot save rabbits and hens (not cockerels) to the extent permitted by section 12 of the Allotments Act 1950, and ducks. Such animals are not to be kept for trade or business purposes and accordingly are to be limited in number as the Association may provide in writing.
- 7.2 Food for livestock must not be left out such that it attracts vermin.
- 7.3 If the Tenant keeps livestock he should live locally and must visit daily in order to ensure animal welfare. He must only delegate this responsibility to an adult.
- 7.4 Livestock must be kept
 - 7.4.1 in strict accordance at all times with DEFRA requirements for disease prevention and so that they are not prejudicial to health, and
 - 7.4.2 so that they do not cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to any other tenant or any owner and/or occupier of adjoining or neighbouring land, and
 - 7.4.3 so as not to cause unnecessary suffering to the livestock.
- 7.5 The Tenant should consider vaccinating any self-reared birds.
- 7.6 If the Tenant becomes unable to care properly for his livestock he must inform the Association immediately.
- 7.7 Beehives may be permitted on the Allotment Land. To keep bees a Tenant **must comply with the Bee Rules attached as Schedule B.**

8 Buildings and Structures

- 8.1 The Tenant shall not without the written consent of the Association erect any building shed or other structure on the Allotment Garden Plot, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits, hens or ducks or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Association.
- 8.2 The Tenant shall not erect any building shed or other structure on the Allotment Land without first obtaining any planning permission and/or Building Regulation consent which may be required and to comply with all conditions of such planning permissions and consents to the reasonable satisfaction of the relevant authority.

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- 8.3 No newly erected shed or greenhouse shall be larger than 2.44 metres (8 feet) long by 1.83 metres (6 feet) wide by 2.13 metres (7 feet) high. No newly erected polytunnel shall be larger than 10 metres long by 3 metres wide by 3 metres high.
- 8.4 No newly erected building shall be within 1 metre of any fence.
- 8.5 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.
- 8.6 Oil, fuel, lubricants or other inflammable liquids shall not be stored anywhere on the Allotment Land, including in sheds, except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.7 The Association will not be held responsible for loss by accident, fire, theft from or damage to the Allotment Garden Plot.

9 General

- 9.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden Plot 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 other than hedge prunings in the hedges in or surrounding the Allotment Land.
- 9.2 The Tenant must not make any neighbouring property or any other land roads or pavement untidy or dirty and in particular must not deposit refuse or other materials on them.
- 9.3 All non-compostable waste shall be removed from the Allotment Land by the Tenant.
- 9.4 The Tenant shall not utilise carpets or underlay on the Allotment Garden Plot.
- 9.5 The Tenant must not take, sell or carry away any mineral gravel, sand, earth or clay from the Allotment Land.

10 Chemicals, Pests, Diseases and Vermin

- 10.1 No chemical controls other than currently commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2 When using any sprays or fertilisers the Tenant must
 - 10.2.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, birds, bees and other wildlife, other than vermin or pests, and
 - 10.2.3 comply at all times with current regulations on the use of such sprays and fertilisers.
- 10.3 The use and storage of chemicals must be in compliance with all relevant legislation.
- 10.4 Any incidence of rats on the Allotment Land must be reported to the Association.
- 10.5 The Tenant must comply promptly with instructions for control of plant or livestock diseases as may be issued by the Association from time to time.

11 Notices

- 11.1 The Tenant shall display the plot number clearly on his Allotment Garden Plot.
- 11.2 The Tenant shall not erect any notice or advertisement on the Allotment Land 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 Allotment Land and the cars must not obstruct the paths and tracks at any time.

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SCHEDULE 2: INVOICE AND PARTICULARS OF AGREEMENT WITH TENANT

Note: this version of Schedule 2 supersedes any previous versions of Schedule 2.

1. List of outdoor plot number(s)

Total outdoor area (poles).....

Polytunnel plot number.....

2. Rent

Outdoor plot(s) rent (£).....

Polytunnel plot rent (£).....

Water charge (£).....

Bee Fee (£).....

Membership fee (£).....4.00.....

SUBTOTAL (£).....

3. Other purchases

Kings Seeds (£).....

Seed potatoes (£).....

Key Deposit (£)

GRAND TOTAL (£).....

PAID BY BACS or CASH or CHEQUE? [Please indicate]

[Cheques payable to Trumpington Allotment Society]

4. DATA PROTECTION AND CONSENTS

Trumpington Allotment Society takes your privacy seriously and will not share your personal information with any third party. Your personal information will be used only to administer your membership of the Society; your details may be shared amongst committee members for this purpose. Your details may also be shared as explicitly consented by you below.

PLEASE ANSWER: Would you like your contact details to be shared amongst the committee for the purpose of informing you about allotment-related issues and events? **Yes / No**

Chicken Plot tenants only: Would you like your contact details to be shared amongst other Chicken Plot tenants? **Yes / No**

Polytunnel Plot tenants only: Would you like your contact details to be shared amongst other Polytunnel Plot tenants? **Yes / No**

Signed by the
Tenant:.....

Signed by committee
member:.....

Print
name:.....

Print
name:.....

Date:

Please attach this sheet to the Tenancy Agreement

Tenancy Agreement: TAGS to Tenant

September 2022