

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. Allotment

- 2.1. The Association agrees to let and the Tenant agrees to take all that piece of land situate at Foster Road, Trumpington ("the Allotment Land") as specified in the attached Schedule 2, paragraph 1 by plot numbers corresponding to the Association's Allotment Plan. All that piece of land is hereinafter referred to as "the Allotment Garden Plot".

3. Tenancy and Rent

- 3.1. 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, paragraph 2. These are payable to the Association by the Tenant on the 1st of October each year ("the Rent Due Day").
- 3.2. 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.
- 3.3. 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.
- 3.4. Where additional amenities are provided on the Allotment Land these will be taken into account when setting the following year's rent.

4. Cultivation and Use

- 4.1. 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 livestock as defined in Schedule 1, paragraph 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.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Land.
- 4.3. 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.
- 4.4. The maximum amount of the Allotment Garden Plot allowed for internal paths and hard landscaping e.g. shed, internal paths, composting area is 30%.

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5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden Plot or any part thereof.

6. Conduct

- 6.1. **The Tenant must comply with the conditions of use attached as Schedule 1.**
- 6.2. 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.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other tenant or neighbouring resident of the Allotment Land and must conduct himself appropriately at all times.
- 6.4. 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.
- 6.5. 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.
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant tenant.
- 6.7. 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. The Tenant is responsible for the actions of children and others entering the Allotment Land with her permission.
- 6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant tenant.

7. Lease Terms

- 7.1. 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. This is currently covered by the Association lease with Cambridge City Council, in particular the schedule (Schedule 3 of the council lease) attached herewith.
- 7.2. In the event of discrepancy between this agreement and Schedule 3 of the council lease the latter shall prevail.

8. Termination of Tenancy

- 8.1. The tenancy of the Allotment Garden Plot shall terminate
 - 8.1.1. automatically on the Rent Due Day next after the death of the Tenant, or
 - 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

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- 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. by re-entry if the rent is in arrears for not less than 28 days, or
- 8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy.

8.2. 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).

9. Change of Address

9.1. The Tenant must immediately inform the Association of any change of postal or email address.

10. Notices

- 10.1. Any notice given under Clause 8 (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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

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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 trees, apart from carrying out recognised pruning practices.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Association.

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 pathways of 1 m 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 key to access the Allotment Land either by car or on foot.
- 3.2. 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 she 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 gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock. Where access is restricted full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses/Fires

- 5.1. The Tenant shall practise sensible water conservation, consider utilising covered water butts on sheds and other buildings, and consider mulching as a water conservation practice. Water butts must be covered.
- 5.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. The Tenant may not siphon water from a water tank unless he is present while the siphoning takes place.
- 5.3. Fires are allowed 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 cause a nuisance to neighbouring residents or other tenants. The Tenant must have a container capable of carrying water available for immediate use.

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All fires and flames must be extinguished and a thorough fire safety check undertaken at least one 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 such waste.

- 5.4. All fires must be at least 10 metres away from any building outside the Allotment Land and from the Association's 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.
- 5.5. The Tenant shall not dig wells in any part of the Allotment Land.
- 5.6. 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

- 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, hens and ducks (not cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Association may provide in writing.)
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.
- 7.3. Beehives may be permitted on the Allotment Land. To keep bees a member must obtain prior written consent from the Association, and must be a member of the Cambridgeshire Beekeepers' Association, and must be appropriately insured. Bees must be kept in accordance with guidelines issued by the Cambridgeshire Beekeepers' Association.
- 7.4. Livestock must be kept so as not to cause unnecessary suffering to the livestock.

8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Association erect any building 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. The Tenant may also require permission from the relevant planning authority.
- 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 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.

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8.4. 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 in the hedges or ditches in or surrounding the Allotment Land.

9.2. All non compostable waste shall be removed from the Allotment Land by the Tenant.

9.3. The Tenant shall not utilise carpets or underlay on the Allotment Garden Plot.

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 his 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 3 from Cambridge City Council's tenancy agreement with Trumpington Allotment and Garden Society Ltd

Note that the Tenant referred to in this Schedule is the Association, not individual plot holders.

PROVISIONS TO BE INCLUDED IN ALL SUBLEASES

1. Not to use the Allotment Garden Plot otherwise than as an allotment garden
2. Not to assign underlet or otherwise part with or share possession or occupation of the Allotment Garden Plot or any part of it
3. To keep the Allotment Garden Plot clean and free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and in good condition
4. When using sprays or fertilisers, to 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 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 and other wildlife, other than vermin or pests, and to comply at all times with current regulations
5. To keep in good and substantial repair all fences gates buildings and structures that form part of the Allotment Garden Plot (excluding any structural repairs to any building erected by the Council)
6. To keep every hedge that forms part of the Allotment Garden Plot properly cut and trimmed and all ditches forming part of the Allotment Garden Plot properly cleansed
7. Not to use any barbed wire or razor wire for a fence within or on the boundary of the Allotment Land
8. Not without the previous written consent of the Tenant to erect any building shed or other structure on the Allotment Land or to erect thereon any notice or advertisement provided that consent to the erection of any building reasonably necessary for the keeping of hens or rabbits may not be refused
9. Not to erect any building shed or other structure on the Allotment Land without first obtaining any planning permission and/or Building Regulation consent(s) which may be required and to comply with all conditions of such planning permissions and consents to the reasonable satisfaction of the Council
10. Not without the previous written consent of the Tenant to cut or prune any timber or other trees on the Allotment Land or take sell or carry away any mineral gravel sand earth or clay from the Allotment Land
11. Not to deposit or permit or suffer to be deposited on the Allotment Land any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter in the

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hedges or ditches situate upon the Allotment Land or any adjoining land and not to make any neighbouring property or any other land roads or pavement untidy or dirty and in particular not to deposit refuse or other materials on them

12. Not to contravene the Water Resources Act 1991

13. Not to cause permit or suffer to be brought onto the Allotment Land any dog unless the dog is held securely on a leash

14. Not to keep any animal or livestock of any kind upon the Allotment Land except:

14.1. hens and/or rabbits to the extent permitted by Section 12 of the Allotments Act 1950 and/or ducks PROVIDED THAT any hens rabbits or ducks are kept in such a places on the Allotment land and in such a manner as to not be or cause a nuisance annoyance disturbance inconvenience injury or damage to any Member occupying the Allotment Garden Plots or any owner and/or occupier of adjoining or neighbouring land and PROVIDED FURTHER THAT any hens rabbits or ducks are kept in such places and in such a manner as to not cause unnecessary suffering to those animals

14.2. bees PROVIDED THAT any Member wishing to keep bees must:

14.2.1. obtain the prior written consent of the Tenant

14.2.2. be a member of the Cambridgeshire Beekeepers' Association and be appropriately insured for beekeeping

14.2.3. keep all of its beehives on such parts of the Allotment Land as shall be previously approved by the Tenant and in such a manner as to not be or cause a nuisance annoyance disturbance inconvenience injury or damage to any Members occupying the Allotment Land or any owners and/or occupiers of adjoining or neighbouring land and in this respect must have particular regard to the proximity of any school and/or residential premises

14.2.4. observe and comply fully with the Cambridgeshire Beekeepers' Association Guidance Notes (available on request) and all other appropriate written recommendations and guidelines produced by the British Beekeepers' Association and Cambridgeshire Beekeepers' Association

15. Not cause or permit any nuisance annoyance disturbance inconvenience injury or damage to the occupiers of any other land belonging to the Council or the occupiers of adjoining or neighbouring land and not to cause or permit any obstruction or encroachment on any path or roadway set out by the Council for the use of the occupiers of the Allotment Land.

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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 charge (£).....
Membership fee (£).....4.00.....
SUBTOTAL (£).....

3. Other purchases
Kings Seeds (£).....
Seed potatoes (£).....
Key deposit (£)
GRAND TOTAL (£).....
PAIDCASH or CHEQUE? [To 'Trumpington Allotment Society']

4. DATA PROTECTION – PLEASE ANSWER THESE QUESTIONS
The society will not normally give your personal details to any third party. However, we may be asked for them for statutory reasons concerning your tenancy. In this case, do you want your details to be passed on? **Yes / No**

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**

Signed by the Tenant:.....

Print name:.....

Signed by committee member:.....

Print name:.....

Date:

Please attach this sheet to the Tenancy Agreement