

# **CITY OF ELY ALLOTMENTS AND GARDENS ASSOCIATION**

## **TENANCY AGREEMENT**

### **MEMBERS TERMS AND CONDITIONS OF TENANCY**

#### **ALLOTMENTS ACTS 1908 – 1950**

##### **Definitions**

'Allotment – Land rented out also referred to as an Allotment Plot or Plots under the Allotment Acts 1908 – 1950.

'Allotment' - Under the terms of the above Acts means 'Allotment Garden'.

'Association' – The City of Ely Allotments and Gardens Association

'Tenant' – A person renting an Allotment from the Association. Any reference to the male gender includes the female for the purposes of interpretation of this Agreement. An Allotment Tenant also acquires automatic membership of The City of Ely Allotments and Gardens Association.

'Common Areas' – Areas of land used by all members e.g. main pathway and tracks, turning points, car parks etc., where grass requires cutting but where no single Tenant is responsible for the area in question

##### **Undertakings**

A Tenant, having completed the relevant application forms and paid rents, deposits or fees as agreed therein, undertakes that he will:

1. Keep the Allotment clean, clear of detritus, well cultivated and fertile, and in good condition.
2. Observe and perform all conditions set out in the Schedule to this agreement.
3. Not cause nuisance, trespass or annoyance to the occupier of any other Allotment, or obstruct the paths set out by the Association on the Allotments.
4. Not interfere with or cause damage to fences, gates, water troughs or any other permanent installation on the site provided by the Association for the benefit of all Tenants.
5. Not sub-let, assign or part with possession of the Allotment or any part of it.
6. Maintain (i.e. strim or mow) the paths and boundaries of the Tenant's Allotment, including half width of any adjacent common area.
7. Not deposit or allow other persons to deposit any refuse on the Allotments, or place any matter in the hedges, ditches or dikes situated on the Allotments or on the adjoining land.
8. Observe and perform all conditions and covenants contained in any Lease under which the Association holds the land on which the Allotment is situated.
9. Observe and perform any other special condition the Association considers necessary to preserve the Allotment from deterioration of which notice is given to applicants for the Allotment in accordance with these rules.
10. Inform the Association of any change to contact details used for communications from the Association (i.e. email address, phone number, postal address).

**Rents**

- 11. Rent charges are determined by the Annual General Meeting of the Association. The Allotment rent is due annually on 30th September, and must be paid on or before 31st October that year. If no rent has been received by the latter date it will be assumed by the Association that the allotment is no longer required by the Tenant. The tenancy agreement will be immediately terminated and the plot will be re-let, unless the Tenant has previously notified a valid reason for non-payment to the Association.

**Termination**

- 12. The Tenant understands that the Association will not be liable for compensation upon repossession of the Allotment for any trees or other crops requiring more than twelve months to mature, or less than twelve months in the case of eviction.
- 13. The Tenant will make arrangements for disposal of sheds, greenhouses, tools and crops within 14 days of the termination of the tenancy agreement between the Association and the Tenant, whether by resignation or by termination for breach of this Agreement and Rules under it as set out in paragraph 14. below. If the items are not so removed the Association shall dispose of them, and any costs involved in their removal will be charged.
- 14. Any Tenant in breach of this Agreement agrees that he may be evicted from his plot. Eviction occurs after receiving two (2) written warnings. Temporary absence, illness and family matters may be considered adequate reasons for a period of poor cultivation, and this paragraph shall only be applied after due consideration of current equal opportunity, disability and other relevant legislation, and the rights of the Tenant.
  - a. The first written warning will be issued by the Association following a visual inspection. The proper cultivation or other work required, or agreed, in response to this warning (in the light of any reasons given) must be done or substantially commenced within the first four (4) weeks following its date of issue.
  - b. If, following another site inspection no proper cultivation or work has been undertaken a second written warning will be issued, giving the Tenant a further two (2) weeks to carry out such work.
  - c. After the aforementioned six (6) week period if no substantial work has been carried out then the Tenant will be issued with a Notice of Eviction.

**I have read and understood this Agreement as set out above and in the Schedule following.**

**SIGNED:..... NAME (please print).....**

**DATE:.....**

**SITE:..... PLOT No:.....**

# Schedule to Tenancy Agreement

## Code of Conduct and cultivation regulations

1. Keep the Allotment clean, clear of detritus, well cultivated and fertile, and in good condition. This means at least two-thirds of the plot must be under active cultivation (rough dug, green manure or planted out) and the remainder tidy.
  - a. Any compost heap sited on a plot should be managed correctly and not allowed to become a home for vermin.
2. Tenants should not enter another Tenant's plot without permission.
  - a. Children should be supervised at all times.
3. Not cut or prune timber. Not take, sell or carry away any mineral, gravel, sand or clay. *For resolution of dispute* Quickset and Underwood are not timber.
  - a. The Tenant may plant fruit trees and fruit bushes, providing they can prove the trees are on certified dwarfing stock, that is, they will grow no higher than 2 metres.
  - b. The planting of any other type of bush will be solely at the discretion of the Committee, their decision will be final and binding.
4. Keep any hedge bordering the Tenant's Allotment properly trimmed at least once a year; keeping all adjacent ditches open and properly cleaned.
5. Not erect any building or structure on the Allotment prior to consent of the Association, provided that consent will not be withheld for the erection of sheds or greenhouses with dimensions 10 feet by 8 feet (3 metres x 2.5 metres) or less.
6. Not construct a wildlife pond or install any children's play equipment.
7. Not used barbed or razor wire as a fence adjoining any path set out or by the Association on the Allotments (this restriction does not apply to boundary fences).
8. Not bring any dog, or cause any dog to be brought into the Allotments, unless the dog is held on a leash; to remove all faeces deposited by any dog brought onto the land by the Tenant or permitted by the Tenant. Should a dog attack or cause injury to any other Tenant, the Tenant bringing the dog or allowing the dog to be on the land understands that the dog will be banned from entry on to the Allotment field.
9. When using any sprays or fertilizers, to:
  - a. Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and make good or replant if necessary should any damage occur as a result of his negligence in this matter. (The decision of the Association shall be final in any dispute that arises from this section).
  - b. So far as possible select and use chemicals, whether spraying, seed dressing or 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.
  - c. Comply at all times with current statutory regulations. The decision of the Association (subject to law) shall be final in any dispute arising from any part of this agreement.
10. Not to light bonfires on the allotments when danger or inconvenience could be caused to other Tenants or nearby residents. Bonfires may NEVER BE LEFT UNATTENDED.
  - a. Bonfires on the Bridge Fen site must be in an incinerator and NEVER ON THE GROUND.
11. The Tenant will not cultivate genetically modified crops.
12. The Tenant will not keep any animals or bees on the land.