

Streatley Allotments Society

Tenancy Agreement for letting an allotment plot

An introduction to Streatley Allotments

Streatley Parish Council (SPC) has entered into a Lease agreement with Thames Water for the use of land, which is located between the Streatley Playing Fields and Streatley church, as a communal Allotment Site. Streatley Allotments Society (SAS) manages the Allotment Site at Church Lane, Streatley on behalf of SPC in accordance with the requirements of the Allotments Act 1950 and the Memorandum of Understanding between SPC and SAS.

SAS is formed of its members and operates within a written constitution. The overall and day to day management of the Allotment Site is run by a small committee elected by SAS members. Individual plot holders are responsible for the maintenance and upkeep of their own allocated plots to the standards set out in the SAS Plot Holders Guide.

Access to the Allotment Site is maintained by others and is used at a plot holders' own risk. Limited car parking is available outside the Allotment Site by the site entrance from Church Lane and is used at a plot holders' own risk.

It is the responsibility of the individual plot holder to fence their individual plots as they think fit (for example, plot fencing to prevent ingress by rabbits; clearance of litter, etc.) and within the rules.

All tenants are encouraged to contribute to the general routine management required to keep the whole Allotment Site both safe and tidy.

The Committee will agree a fee reduction for tenants who take on the responsibility for the maintenance of specific communal areas, and will appoint external contractors when required .

The Committee will attempt to ensure that the plot allocated is clear of hazards at the time of leasing to a new tenant. Alternatively, a new tenant may be advised of any specific ongoing health and safety risks or hazards on the allotment plot or Allotment Site, which the Committee is aware of, at the time of taking on the plot. Tenants should report concerns about health and safety on their plot, or the Allotment Site, to the Committee.

This Tenancy Agreement should be read in conjunction with the 'Constitution of the Streatley Allotments Society' and 'Streatley Allotments Society: A Plot Holders' Guide' the latter of which contains a Glossary of terms used in this agreement. Both of these

documents are available on SAS's web page which can be found at:

http://streatley.org/sas_page.htm.

An agreement made the ___ day of _____ 20__ between Streatley Allotments Society (hereinafter called SAS) of the one part and _____ of _____ (hereinafter called the tenant and being a single member of SAS) of the other part. Whereby SAS agrees to let and the tenant agrees to take on an annual tenancy of the allotment plot numbered _____ in the register kept by the SAS committee until the following 31st March.

The Membership Secretary will invite the tenant to renew this agreement annually, dependant on the stewardship of the plot.

A The Tenant Agrees with SAS as follows:

1. Upon initially taking up an allotment plot the tenant shall place a Deposit Bond of £[.] with SAS. This shall be returned to the tenant upon release of the allotment plot, if agreed to be in good order, and return the access key to a committee member. If the plot is not left in an adequately clear and tidy condition SAS will carry out any work needed to bring it into a reasonable state and then recover the costs from the tenant's Deposit Bond held by SAS. This could include the cost of removing debris, repairing structures, or rotovating the land. SAS reserves the right to seek full financial redress should expenditure in excess of the Deposit Bond be required to return a plot to a good condition, as determined by SAS and whose decision shall be final, when left in a poor condition by the tenant.
2. To pay to SAS the Annual Plot Rental Membership Fee due for their allotment plot as decided at the SAS AGM each year within 30 days of being requested to do so by SAS and to pay all outgoings that arise as a result of the use of the allotment plot or any part thereof.
3. If SAS is charged for the use of water within the Allotment Site the cost thereof shall divided amongst all tenants pro-rata the nominal plot size.
4. To observe all rules and regulations contained in the Streatley Allotments Society: A Plot Holder's Guide relating to allotment plots that have been or may at any time hereinafter be made by SAS and of which the tenant shall have been notified.

5. To permit any committee member, officer or agent of SAS, SPC, or Thames Water at any time to enter upon and inspect the plot.
6. Not to assign, underlet or part with possession of the plot or any part thereof. Not to use the allotment plot for anything other than personal use in the growing of produce (inc. flowers) for the benefit of the tenant or their family. Not to carry out any type of trade or business on the Allotment Site.
7. To maintain the plot at all times within the prescribed boundaries and not to extend the area of the plot beyond those boundaries by either acts or omissions, and to use the allotment plot as an allotment plot and for no other use.
8. To keep the entire plot tidy, litter free, properly cultivated and reasonably productive using best endeavours to ensure that the plot is kept free of weeds and that the plot and crops thereon are kept free of pests and disease.
9. To keep the common pathways adjacent to the plot in good condition, free from holes and other hazards and to ensure that the standard path width of not less than 1 metre is maintained free of any obstruction or restriction.
10. To ensure that the access road is kept free of obstruction and hazards at all times.
11. Not to plant any fruit trees or any crops that require more than 12 months to mature without prior written consent of the SAS committee. Trees must not take light from neighbouring plots or be allowed to exceed 9' in height.
12. To neither plant any plant nor allow any plant to develop such that it overhangs or obstructs adjacent plots or common areas.
13. When using pegs, stakes or similar items, to set them in such places and in such ways that they do not overhang or obstruct adjacent plots or common areas.
14. No livestock shall be kept on the Allotment Site without prior written consent of SAS committee. If granted the tenant will be responsible for ensuring that the livestock are securely contained in a humane structure and cared for to the entire satisfaction of SAS committee. The tenant will also be held entirely responsible for all costs associated with the control of vermin entirely due to the keeping of livestock.
15. The tenant shall carry out necessary repairs to structures erected (with SAS committee's permission) on the allotment plot as required and requested by the Committee at any time

(for example, to prevent the spread of broken plastic sheeting, etc.).

16. The tenant acknowledges that SAS has no responsibility for the loss of or damage to any buildings, tools, vehicles or other equipment brought to the Allotment Site by the tenant or guests invited onto the Allotment Site by the tenant however caused, nor does SAS accept any responsibility for any injury caused by such items however caused.

17. Not to cause or permit any nuisance or annoyance to the tenant of any other plot and to be a good neighbour. Not to light bonfires anywhere on the Allotment Site.

18. Not to damage, by his or her acts or omissions, nor to allow others so to damage any fences, gates, signs, water troughs, taps or other fixtures of SAS or SPC or Thames Water and fences and gates which are the property of other plots and properties.

19. Not to deposit nor allow to deposit upon the plot nor any part of the Allotment Site any spoil, road sweepings, refuse and other materials, excepting only compost or manure in quantities such as may be required for immediate use in cultivation of the plot.

20. Not to dispose of any pesticides, herbicide or fertilisers within the Allotment Site.

21. Not to allow children under the age of 16 on to the Allotment Site unless accompanied and supervised by the tenant or other responsible adult.

22. Not to allow dogs on to the Allotment Site unless supervised and controlled by the tenant (in common areas dogs must be kept on a lead) and to clear away from the site all dog faeces that may arise.

23. To clear away from the plot and the Allotment Site all rubbish and other waste generated by the tenant (with the exception of compostable waste) and not to leave such waste matter on the plot or any part of the Allotment Site.

25. To use only watering cans for watering, and to report to SAS committee any malfunction/water leakage from the water supply system.

26. That any case of dispute between the tenant and any other occupier of an allotment plot shall be referred to the Committee whose decision shall be final.

27. The tenant shall inform the Membership Secretary forthwith of any change of postal or email address. A tenant who moves out of the villages of Goring and Streatley must consult the Committee regarding the viability of retaining the tenancy.

28. A tenant's motor vehicle may be parked in the area adjacent to, and without obstructing, the entrance to the Allotment Site whilst working on their allotment plot. No over-night parking is allowed. All vehicles and other materials or equipment are so placed entirely at the tenant's own risk and their responsibility.

29. The tenant shall carry out any actions deemed necessary by the SAS committee to preserve the plot and site from deterioration. Any actions so required will be specified in Action Notices served after routine site inspections. See Plot Holders Guide and Appendix 2.

Failure to respond to Action Notices and Final Formal Warnings is likely to result in termination of the tenancy.

30. A tenant found taking produce or other items from another tenant's plot without the consent of the plot holder, SAS, SPC, or Thames Water will have their tenancy agreement terminated and may also face prosecution.

B Termination of Tenancy

1. This tenancy can be terminated in any of the following manners:

- a) if the rental fee has not been paid within 30 days of the final reminder.
- b) on account of the allotment plot being required:
 - i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or
 - ii) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of the above purposes.
- c) if the Tenant gives notice .
- d) if the tenant fails to respond to a final Formal Warning.
- e) upon the death of the tenant.
- f) if the tenant moves out of the area and is no longer eligible to hold a plot.

2. 3-months notice will be given in the event of action to be taken under 1b) or 1f).

3. In the event of action to be taken under 1a), d) or f) the plot holder may appeal to the SAS Committee, in person. The committee will give due regard to mitigating circumstances in considering an appeal.

C Notices

Any notice required to be given by SAS to the tenant may be signed by the Membership Secretary or Chair of SAS for the time being and may be served on the tenant: at the last postal address notified by the tenant either personally or by leaving it at said address, or

by registered letter sent by recorded delivery service to said address; or by email to the last email address notified by the tenant; or by fixing the same in some conspicuous manner on the allotment plot referred to herein. Any notice required to be given by the tenant to SAS shall be sufficiently given if signed by the tenant and sent in a prepaid letter to the Membership Secretary of SAS or by email to SAS's email address.

Signed _____

On behalf of SAS

Signed _____