

# Witney Allotment Association (WAA) Tenancy Agreement Terms and Conditions\*

FAILURE TO COMPLY WITH THE TERMS OF THE TENANCY WILL TERMINATE THE TENANCY.

This is a legal document - By signing the WAA tenancy Agreement FORM you will be bound by the terms and conditions herein and such subsequent revisions as agreed by the association at an Annual General Meeting of the Witney Allotment Association.

*\*Agreed by the association at the WAA AGM – 3rd April 2019*

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. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. No more than two persons may hold the tenancy of a plot.
- 1.4. 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 stipulated in the letter of allocation issued at the commencement of the tenancy.

## 3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from 1 April at an annual rent as specified for the Plot site and Plot size/division,
- 3.2. The annual rent is payable to the Association by the Tenant on the 1 April of each year (“the Rent Day”).
- 3.3. Tenancies may be held jointly with relatives of the first degree – husband/ wife/ partner/ brother/ sister/ son/ daughter/ parent – but this shall entitle them to only a single vote per tenancy at meetings. Joint tenancies may only be dissolved and the tenancy passed on to one party when the tenancy has been held jointly for a minimum of 3 years.
- 3.4. The rent may be revised by the Association in any year and notice of the new rent will be sent to the tenants in writing by 1 March in that year; should the Tenant not accept the revised rent, he shall advise the Association in writing by the 6 April, following which the tenancy will continue for twelve months at the original rent, expiring on 1 April of the subsequent year.
- 3.5. Water supply shall be included if known in the rental charge one year in arrears. (If not included see Schedule 1 condition 5.1)
- 3.6. Where additional amenities are provided on the Allotment Site 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 Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his 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 Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least  $\frac{1}{4}$  of the cultivable area of the Allotment Garden worked or under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment Garden under cultivation of crops during the growing season after 12 months and thereafter.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%. Excluding designated parking spaces.

## 5. Prohibition on Underletting or Transfer

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time for example, when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)
- 5.2. The tenant shall not transfer the tenancy to a family member or any other person except in accordance with rule 3.2.

## 6. Conduct

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment Garden 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.
- 6.5. The Tenant must comply at all times with the current Constitution of the Witney Allotment Association (a copy of the current Constitution can be found on the Association's website <http://witneyallotments.co.uk/formal-documents/>.)
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 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 plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## 7. Lease Terms

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

## 8. Termination of Tenancy

- 8.1. The tenancy of the Allotment Garden shall terminate
  - 8.1.1. automatically on the Rent 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, or
  - 8.1.3. 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
  - 8.1.4. by the Tenant giving the Association 28 days notice in writing, or
  - 8.1.5. by re-entry if the rent is in arrears for not less than 40 days, save that a tenant in arrears for between 41 and 50 days may regain the tenancy by paying a late payment fee of £10 or
  - 8.1.6. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
  - 8.1.7. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.
- 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). Following the termination of a tenancy, no balance of rent will be refunded.

## 9. Change of personal details

- 9.1. The Tenant must immediately inform the Association of any change of name, address, email or contact details.

## 10. Notices

- 10.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. 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 notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.
- 10.3. 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. 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.

## SCHEDULE - Conditions of Use

### 1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 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 hedges and fencing that form the boundary of the allotment site remain the responsibility of the Witney Town Council.
- 2.2. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways 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 his Allotment Garden. Where a plot borders a road, it must be kept weed free or trimmed up to the road edge.
- 2.3. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.4. Public paths and haulage ways (roads) must be kept clear at all times. 2.5. All paths must be kept a minimum of 45 centimetres wide.

### 3. Security

- 3.1. The Tenant shall (where applicable) be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. Where applicable the main access gate should be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

### 4. Inspection

- 4.1. An officer of the Association, if so directed by the committee, may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, and poly tunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time. Inspections will take place at the end of May, July and September.

### 5. Water/Hoses /Fires

- 5.1. The Tenant shall within 21 days of demand pay an equal share of the cost of water.
- 5.2. The Tenant shall practise sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.3. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time except when connected to a non mains supply eg: water

but unless specific dispensation has been given by the Committee to tenants with chronic medical conditions.

- 5.4. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue. Fires are permitted in accordance to the local bylaws. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

## 6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to 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 save rabbits and chickens (no 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 and in accordance with RSPCA standards.

## 8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Association erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or chickens 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, any such building or structure shall not exceed 2.5 metres by 2 metres. The Tenant may also require permission from the relevant planning authority. Applications for permission to erect buildings and structures should be made to the secretary of the Witney Allotment Association.
- 8.2. Where ever possible glass substitutes such as polycarbonate, perspex or other alternatives should be used in any permitted structures. If glass is used the tenant is responsible for the removal of any broken glass at the tenants expense.
- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association and one metre from the boundary.
- 8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5. The Association will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

## 9. General

- 9.1. The Tenant shall not store or deposit or allow other persons to store or deposit on the Allotment Garden any firewood, 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, ditches or dykes in or surrounding the Allotment Site.

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

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

## 10. Chemicals, Pests, Diseases and Vermin

10.1. Only 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 take all reasonable care to ensure that adjoining hedges, trees and crops are not affected and must make good or replant as necessary should any damage occur, and

10.2.1.1. 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, game birds and other wildlife, other than vermin or pests, and

10.2.1.2. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

## 11. Notices

11.1. In order for identification, the Tenant will ensure that the plot number is clearly visible from the path at all times. A charge will be added to your rent if the Association have to replace the plot marker.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site 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 site (where parking is permitted on site) and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.