

Tarporley Allotment Holders Limited

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

BETWEEN

Tarporley Allotment Holders Limited of 37 Oathills Drive, Tarporley, Cheshire CW60DB

("the Association") and

(2)

of

("the Tenant")

The Tenant shall become a member of the Registered Society known as Tarporley Allotment Holders Limited and agree to their rules and membership fee.

On termination of the lease the Tenant shall no longer be a member of the Registered Society. His one share is non-transferable and non-redeemable.

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 See site plan with areas

2.1 The Association agrees to let and the Tenant agrees to take all that piece of land situated at Tarporley Parish Council Allotments, High Street, Tarporley, Cheshire CW6 0AR containing approximately..... square metres or thereabouts and numberedon the Association's allotment plan.

(the "Allotment Garden")

3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from 1st October at an annual rent to be agreed at each Annual General Meeting which is payable to the Association by the Tenant on the 1st of October each year ("the Rent Day").

3.2. Water supply shall be included in the rental charge.

3.3. 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

4.3 The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops 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%.

5. Prohibition on Underletting

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 when the Tenant is incapacitated by illness or is on holiday, a committee member to be informed of the other person's name.)

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 Rules of the Association. A copy of the Rules current at the time of signing this agreement is attached to this agreement. A copy of the current Rules can be found on the notice board of the Association.

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 by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or
- 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 40 days, or
- 8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 8.1.8. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

9. 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). Greenhouses, sheds, cold frames or any other structures must be removed within one month of the Tenant vacating the plot unless an amicable arrangement is reached with the new Tenant.

10. Change of Address

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

11. Notices

- 11.1. 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 fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 11.2. 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.
- 11.3. 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.
- 11.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or 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.

Executed by the Association by signing by two Members of the Committee

In the presence of

Signed by the Tenant

In the presence of

SCHEDULE 1

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, Paths and Site Maintenance

- 2.1. 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.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence on the Allotment Site.
- 2.3. Public paths and access tracks must be kept clear and free from obstacles at all times.
- 2.4. All paths between allotment gardens must be kept a minimum of 45 centimetres wide.
- 2.5. The Tenant is responsible for maintaining and cutting the grass on the access tracks and shared paths adjacent to his allotment garden.
- 2.6. The Tenant is expected to take part in working parties organized by the Association. Two weeks notice will be given and these will occur if and when needed.

3. Security

- 3.1. The Tenant shall 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. The main access gate shall be closed and locked at all times.
- 3.4. In case of emergency the Tenant is advised to carry a mobile phone whilst on the Allotment Site.
- 3.5. All sheds on the Allotment Gardens must be securely locked.

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 and polytunnels and 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 cost of water use is included in the rent.
- 5.2. The Tenant shall practice 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. Drip irrigation is permitted.
- 5.4. Fires are allowed on non-school days 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, between the hours of 15.00 and 19.00 and in winter between 15.00 and dusk. 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. Livestock must not be kept on the Allotment Garden.

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 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. No permanent footings are permitted.

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 in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.4 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 deposit or allow other persons to deposit on the Allotment Garden 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, 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.

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

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, game birds 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 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 The Tenant will endeavour to maintain the plot number provided by the Association in good order and ensure it is visible at all times.

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 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.

13. Shared Equipment,

13.1 The Tenant has the use of shared equipment stored in the communal sheds. The cost of fuel for the use of this equipment will be reimbursed by the Treasurer on production of a receipt. The Tenant is responsible for replenishing the fuel use. Any problems should be reported to the Secretary.

13.2 No shared equipment should be removed from the site.

13.3 The Tenant should lock the communal shed after using the equipment.

13.4 The Tenant takes full responsibility for his own safety when using shared equipment.

14. Insurance.

The Association has third party insurance for the Allotment Site. Details of cover can be obtained from the Treasurer on application.

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