

KEYNSHAM ALLOTMENT ASSOCIATION
TENANCY AGREEMENT AND CONDITIONS OF TENURE (REVISED JUNE 2021)

This is an agreement dated...../...../..... between the tenant and the association for the use of plot number..... at the rent of £.....per year (*). The tenant's details are as follows:

Name.....Signature.....

Address.....

Post Code.....Vehicle Registration No.....Tel. No.....

Email Address.....

In signing this agreement the allotment tenant agrees to the Conditions of Tenure as listed below.

Failure to comply with any of these conditions can result in termination of the lease.

1. The rental period is from the 1st February to the 31st January and rent is to be paid in advance. Reminders will be notified to the tenant along with an invitation to the AGM. Refunds are not permitted in any circumstances and non payment of the rent by the due date may result in termination of the lease. (*Rental fees can be adjusted by the Allotment Committee and subsequently notified at the AGM. Adjustments will apply for the following year.)
2. Tenants must live in the parish of Keynsham. Tenants that subsequently move from the parish of Keynsham must inform the association as they will no longer be able to retain their allotment.
3. The plot must be used as an allotment garden and for no other purpose. Produce grown must not be disposed of for financial gain.
4. The plot must be kept free from weeds and maintained in a proper state of cultivation. (See notes on plot inspections below).
5. Trees or shrubs must not be planted so as to be injurious to any adjacent plot/plotholder. Trees or fruit bushes or any crops which require more than 12 months to mature must not be planted without previous consent of the association.
6. Nuisance or any annoyance must not be caused to the occupier of any other plot, nor any obstruction to paths set out by the association for the use of the occupiers of other plots. Barbed wire must not be used as a fence adjoining any such path.
7. No part of the plot can be assigned or underlet to another person without the written consent of the association.
8. The consent of the association is required to cut or prune any timber or trees (with the exception of hedges as per point 10), or to take, sell or carry away, or suffer to be taken, sold or carried away any mineral, gravel, sand, clay, turf or soil.
9. **No** building or structure other than those outlined below is to be erected on the plot without previous written consent of the association. Greenhouses are not allowed, but a poly tunnel measuring up to a maximum base area of 3m by 2m is permitted at extra charge (a poly tunnel

agreement is available upon request) and/or a shed measuring up to a maximum base area of 6ft by 4ft are permitted.

10. All hedges that form part of the plot must be kept properly cut and trimmed to a maximum height of 5ft and all perimeter access paths kept clear, trimmed and well maintained. Paths must be kept at a minimum width of 18 inches between plots for access and safety reasons and plots adjacent to the perimeter fence/hedge must leave a 2ft clear path. (See notes below on plot inspections). If necessary the committee will charge the tenant for work carried out to any plot failing to meet this requirement. Failure to pay the charge will result in termination of the lease.
11. Plots adjoining the access track must not encroach towards the track. Deliveries of manure / compost to a plot must be removed as soon as possible so as to maintain access on the track.
12. The depositing of any earth, road sweepings, refuse or other material on plots is not permitted, with the exception of manure/compost in quantities such as may reasonably be required for use in cultivation.
13. The number plate bearing the number of the allotment is to be maintained at the tenant's own expense and placed in a conspicuous position in the front of the tenant's allotment.
14. **Hosepipes must NOT be used for watering allotments, but can be used to fill water butts located on the plot.**
15. Motorised vehicles are limited to a speed of 5 miles per hour for safety reasons. Motorists are required to park their cars in such a manner that other users are given free access, preferably in the car parks provided, especially if ground conditions are wet.
16. The entrance gates must be left closed at all times. The large gate must be locked by the last person leaving the site at any time of day or night. The combination lock must be jumbled after use both on entering and exiting the site.
17. Bonfires are not allowed. Disposal of rubbish is to be done by either composting or removal to the local recycling centre.
18. Chemical weed killers, insecticides or pesticides may be used but they must not inconvenience any other plot holders, or kill other plants. Do not spray on a windy day or when your neighbours are present.
19. All dogs must be kept under control for the duration of stay on the allotment site and must not stray on to adjoining plots. Dog mess must be picked up by the dog's owner and removed from the site.
20. Children must be kept under strict control, not allowed to wander from their own plot for safety reasons and restrained from playing with the water taps. Children must be accompanied when using the allotment toilet.
21. The use of powered trimmers is restricted to between 8am and 6pm. Battery operated trimmers may be used up until 8pm on weekdays.
22. The tenancy agreement can be terminated by either party but must be done so in writing. Where feasible, tenants are requested not to wait until the tenancy renewal date to relinquish their plot as early notification enables the plot to be taken over in optimum condition by the new tenant.

23. At the end of the tenancy any sheds, compost bins, fruit bushes, plants, crops and any other belongings must be removed, sold or given away by the tenant before the termination date. In the absence of any arrangement, any items remaining after this date will become the property of the association to dispose of as they choose.
24. New tenants are expected to start cultivating their plot within 1 month of signing the agreement.
25. If an email address has been provided by a member or prospective member, the committee will assume that anything sent to that address has been received and read and will therefore (where relevant) be acted upon.
26. The Association has Public Liability Insurance, but responsibility and liability for all other matters lies with the individual tenant.
27. Any complaints must be submitted in writing to the Secretary.

Plot Inspections

Periodically the committee will carry out inspections of the allotment site. Any plots that are not cultivated to an acceptable standard will be notified in writing. For the purpose of clarity in this instance cultivation means that at least 50% of the plot is dug and /or planted and on the remainder weed growth must be kept under control. It is equally important that paths and hedges around the plot are cut and maintained so that the plot boundary is clearly identifiable. The plot boundary path includes all four sides of the plot whether that is up to the fence, hedge, track or adjoining plot. New tenants will be allowed time to work on their plots but need to have the whole plot cultivated as defined above within 2 months from the start of their tenancy. In the first instance where a plot is not cultivated as defined above the tenant will be given a warning letter. On receipt of this letter the tenant is expected to provide evidence of cultivation before the next inspection. If this does not occur the association can terminate the tenancy, in writing, stating the termination date.

It is understood that there will be instances where ill health or family problems prevent the tenant from cultivating their plot. Tenants in this situation should inform the committee so that this can be taken into account when inspections are carried out. In these instances the tenant will be given more time.

Signed:

Site Manager/Committee Member (on behalf of Keynsham Allotment Association).