



# WEMBURY ALLOTMENT ASSOCIATION

*Affiliated to NSALG*

## Plot Tenancy Agreement - 2024 Season

An agreement made on 1st November 2023 between the Wembury Allotment Association (hereinafter called “the Association”) xxxxxxxx (hereinafter called “the Tenant”), of xxxxxxxxxx xxxxx, Wembury, PL9 xxx.

### Plot Rent

The Association agrees to let, and the Tenant agrees to take on a tenancy, commencing on 1st November 2023, of Plot Number xx, of ground area of approx. 150m<sup>2</sup> (a Full Plot) at the **current yearly rental of £60.00, due on the 1st November annually whether formally demanded or not.**

**Note:** *the yearly rental is subject to annual review.*

**Also Note:** *where the tenancy commences on or between 1<sup>st</sup> November and 31<sup>st</sup> July in any year, a full year’s rental will be payable for that year, ending 31<sup>st</sup> October. Where the tenancy commences on or between 1<sup>st</sup> August and 31<sup>st</sup> October in any year, one half of the year’s rental will be payable for that year, ending 31<sup>st</sup> October.*

### Joining Fee

A new member of the Wembury Allotment Association, **agrees to pay a one-off, non-refundable (Full-Plot) joining fee of £60.00, due on the 1st Nov 2023**, or on the date when the Plot tenancy commences.

### Fee for a space in the Polyunnel

A tenant who applies for, and is allocated a space in the Association’s polytunnel agrees to pay the current yearly rental for use of that space of **£10.00**. Tenants wanting a polytunnel space are recommended to **pay the £10 fee when they pay the rent for their Allotment plot**. Polytunnel spaces will be allocated by the Plot Steward on a 'first-come-first-served' basis. As soon as the polytunnel becomes fully rented, a circular email will be sent to notify Association members. Any £10 fees paid by tenants who have missed out on a space will then be refunded. However, no £10 refunds will be made to any tenant, allocated a polytunnel space, who later decides not to use it.

**THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:**

1. Where the expression “the Tenant” consists of more than one person, the obligations on such persons shall be joint and several.
2. The Tenant shall use the Plot as an Allotment Garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the Tenant and her/his family) and for no other purpose and to keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in good condition. **This means normally at least 75% of the Plot must be under active cultivation (rough dug, green manure or planted out) and the remainder tidy and free from air born weed seeds.**
3. Any duly authorised officer of the Wembury Allotment Association, or of The National Trust, shall be entitled at any time to enter and inspect the Plot.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Plot or to occupiers of neighbouring properties, or obstruct any path set out by the Association for the use of the occupiers of the Plots.
5. The Tenant shall not underlet, re-assign, or part with the possession of, the Plot, or any part thereof, without the written consent of the Association.
6. The Tenant shall not use the Plot for residential purposes.
7. Other than the Plot number, no notices or advertisement are to be erected on the Plot.
8. The Tenant shall not lock any access gate between plots.
9. The Tenant shall not, without the written consent of the Association, cut or prune any timber or other trees, or take, sell, or carry away, any mineral, sand or clay.
10. The Tenant shall not keep any livestock on the Plot unless previously agreed in writing with the landlord.
11. The Tenant shall not bring or cause to be brought into the allotment field any dog, **unless the dog is held on a leash**, and is to remove all faeces deposited by any dog brought onto the land by the Plot holder or permitted by the Plot holder.
12. The Tenant shall not deposit or allow other persons to deposit, on their Plot, any refuse or any decaying matter, in particular food waste (except manure and compost in such quantities as may be reasonably required for use in cultivation). Similarly, refuse or decaying matter may not be placed, or allowed to be placed, in the hedges, ditches, or elsewhere on the Wembury Allotment Association’s land, in which the Plot is located, or in any adjoining land. Only items and materials compatible with horticultural use may be brought onto the land of the Wembury Allotments and onto individual Plots, and any such items and materials may have to be removed on tenancy termination.
13. The Plot holder shall not cultivate genetically modified crops.
14. When using any sprays or fertilisers, the Tenant must:
  - (i) 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
  - (ii) 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 to ensure that all use of chemicals is strictly restricted to the

allotment and is not allowed to encroach on adjoining allotments or the surrounding area; noting that the aims of the Association are to be as *chemically free* as possible, and to be *environmentally friendly*.

15. The Tenant shall not use any barbed wire, glass, scrap carpeting, or any other material or item on or around the Plot which may be toxic and/or a hazard to other tenants or visitors.
16. The Tenant shall not, without the written consent of the Association, erect any building or structure on the Plot.
17. The Tenant shall not, for health and safety reasons, install any pond, or have any uncovered water containers, on their Plot unless secure perimeter fencing and a gate have been erected.
18. Bonfires may be lit, but normally only between October and March. At any other times, the Tenant **must** seek the prior permission of the Plot Steward. Care must always be taken to minimise any nuisance to fellow plot holders. Tenants are required to use an incinerator (if borrowed from the WAA's shed, the incinerator must be returned, empty and completely cold, after use). Only *dry* combustibles may be burnt and the bonfire must be attended until it is safely finished. Tenants must adhere to Devon & Somerset Fire & Rescue Service guidance, see: [www.dsfire.gov.uk/YourSafety/SafetyInTheHome/Bonfires](http://www.dsfire.gov.uk/YourSafety/SafetyInTheHome/Bonfires).
19. The perimeter hedges that form the boundary of the Allotment site are the responsibility of the Association as a whole and all Plot holders are expected to assist cooperatively in their maintenance as required. All communal grass areas, (other than those designated as re-wilding spaces) lying between the Tenant's Plot and any neighbouring Plots, shall be kept cut and clipped up to a 2-metre width by the Tenant. When making use of any large petrol mower that is owned by the Wembury Allotment Association, the Tenant shall clean the machine, after use, and refill with fuel, thereby returning it to the equipment store in a condition ready for the next user. Fences and gates, enclosing individual plots, must not exceed a height of 1 metre.
20. In cases where a space for a shed has been allocated at the perimeter of the Allotments site, the Tenant shall erect a wooden shed, 6 feet long by 4 feet wide, of the required specification, and the structure shall be stained brown. The Tenant's shed shall be maintained in good repair. If the Tenant vacates his/her allotment plot, they shall either remove the shed from the perimeter location, or arrange privately to sell it to another Wembury Allotments tenant.
21. The Tenant may store personal gardening tools in the communal shed in the bays provided. Any tenant doing so, is advised to label their ownership of such items that they store in the communal shed. No tenant may take any tools from the communal shed, for whatever purpose, without obtaining the prior permission of the owner of those tools. Note that the Wembury Allotment Association does not accept any liability for any tools, or other equipment, damaged lost or stolen from the communal shed.
22. All tenants are strongly encouraged to harvest rainwater into storage containers, water butts and barrels located on their individual plots and (where applicable) at the rear of plot holders' sheds. The Tenant is strongly recommended to have, as a *minimum*, two water butts or barrels on their individual plot.
23. The Tenant shall not be permitted individually to take any water that is stored as a supplementary supply in the large containers that harvest rainfall from the roof of the

communal shed. Instead, the Allotment Association's designated Water Steward, who is responsible for the communal water supply, will periodically release supplies into the galvanised metal troughs (dip-tanks) located around the site; water from these dip-tanks is then available for use by individual plot holders on the following basis:

- (i) During the period between October and March, when a supply has been made to the dip-tanks, the Tenant may take water to fill any water butts, barrels and containers located on their own Plot in readiness for watering their plants during the coming growing season.
  - (ii) During the period between April and September, when a supply has been made to the dip-tanks, the Tenant may take water, but only *sparingly* (in a watering can), for immediate use on growing plants/seedlings. During the growing season, the Tenant must not take large quantities of water from any dip-tank in order to replenish his/her own water-storage butts and barrels.
24. Rainwater collected from the 'roof' of the Polytunnel, in blue barrels, is reserved for use by the tenants who have rented, for the growing season, a space within the Polytunnel. It must not be taken by other WAA tenants.
  25. Tenants allocated a space in the Polytunnel shall be expected to help in the annual clean-up of the structure and, during the growing season, to keep their individual growing space tidy and clear of detritus.
  26. The tenancy of the Plot shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Association terminates. First refusal will be offered to the Tenant's previously nominated close relative, partner or friend (i.e. the person specifically named on the extant tenancy agreement). In all other cases, the Plot Steward has authority to arrange to re-let the Plot, which is normally by offering it to the next person on the WAA's waiting list.
  27. Tenancies may also be terminated by the Association, by re-entry, normally after a notice period of thirty days, on the following grounds:
    - i) *the rent is in arrears for not less than 40 days* OR
    - ii) *the Tenant is not duly and fully observing the conditions of his/her tenancy*
  28. In cases where the '*Tenant is not duly and fully observing the conditions of his/her tenancy*' agreement, an inspection of the Plot will be made (by the Plot Steward and at least one other elected WAA officer). Thereafter, in line with the NSALG's policy recommendations, the Tenant will be notified in writing that a breach of the tenancy agreement has occurred, and details of what is required to meet compliance will be specified. Normally, compliance must occur within thirty days of the date of the written notice. Should the Tenant take no remedial action within the time period specified, the tenancy will be deemed to have terminated.
  29. Should the Tenant wish voluntarily to terminate their tenancy then one month's written notice to the Association is required.
  30. Any notice required to be served under this agreement may be served on the Tenant personally, or by delivery of it to his/her last known address, or by affixing the notice to the Plot.

**Important:**

**Payment of the rent due (and, where applicable, the polytunnel rent and/or the joining fee)** is taken as your confirmation that, as the Tenant of a Wembury Allotment 2023-2024, you agree both to **all the terms and conditions outlined above**, and that you possess a copy of (and agree with) the **Wembury Allotment Association's *Data Protection Privacy Notice*** (which aligns with the current UK Data Protection Legislation).