

Whitemoor Garden Holders Association

Tenancy Agreement 2015-16 (revised 25/9/12)

Please read these rules carefully. By signing the Tenancy Agreement you are agreeing to be bound by all the rules of the Association. Failure to observe any rule could result in your eviction. Our rules have been put together for the benefit of all tenants, and it is in their interests that these rules are adhered to.

1. The tenant agrees to respect and obey the constitution and rules of Whitemoor Allotment Holders Association.
2. The rent shall be paid by 31st October in every year. Rent includes rates, water charges and any other payments which result from the tenant's occupation of their allotment garden.
3. The tenant shall ensure that their allotment is cultivated in a husband-like and tidy manner and is not used for any purpose other than an allotment garden, and no trade or business carried out, in accordance with the provision of the Smallholdings and Allotments Act or any amending legislation.
4. The tenant shall comply with the rules and regulations made from time to time by the Association's landlords (Nottingham City Council) under the allotments act or any statutory amendment or modification thereof.
5. The landlord reserves to themselves, their officers or persons authorised by them the right to enter at all reasonable times upon the said premises to examine the state and condition thereof to attend an emergency situation or any other reasonable cause. No allotments may be sold, as they remain the property of Nottingham City Council. Only the contents of the garden may be sold; i.e. garden tools, produce etc.
6. The tenant shall not assign, underlet or part with possession of the said premises or part thereof without first signing a memorandum of transfer and obtaining the agreement of the Association. No tenant may join two allotments together, or remove any boundary, without prior approval of the committee.
7. When the tenancy is determined as having ended by either party, the tenant must restore possession of the holding in good condition in accordance with the landlords' agreement.
8. Tenants must notify the secretary in writing of their intention to vacate their allotment.
9. If any of the following occur, the Association may, upon giving 28 days' notice in writing, bring the lease to an end by re-entering the allotment:
 - If the rent, or part of the rent is in arrears for 14 days or more, whether or not the Association has made a formal demand for it;
 - If it appears to the Association that the tenant has breached the tenancy agreement;
 - If the Association is dissolved;
10. Tenants desirous of assigning their tenancy must attend the site with the proposed new tenant, and produce the completed transfer form and the transfer fee. No transfer may be effected without prior approval of the committee and payment of any transfer fee as may be in force at the time.
11. Dogs may be taken onto the avenues but must be under close control. No fouling of the avenues will be tolerated. Dogs may run loose on the tenant's allotment but may not cause nuisance to other tenants or neighbours. Any dog causing nuisance may be required to be kept on a lead or barred from the site.
12. Chickens (hens) and bees may be kept on allotments with the prior approval of the committee. No cockerels may be kept. Allotment holders wishing to keep chickens or bees must supply the Secretary with a duplicate key to their allotment so that the relevant authorities may gain access in case of outbreak of infectious disease. Chickens must be kept in appropriate protective pens, and must be treated humanely, following RSPCA guidelines (available in the shop).

13. Deliveries may be made to the avenues but any manure/aggregates etc must be removed from the avenues within 24 hours unless dispensation has been given by the Association. Any delivery not cleared in a timely fashion may be removed.
14. No rubbish may be deposited anywhere on the site. Any tenant found bringing rubbish onto the site may be expelled without notice or recourse to appeal.
15. Should any fence be erected adjacent to the avenue, it must be maintained in good order by the tenant. No separation fence between allotments may be removed. A gate may be fitted where a tenant holds adjoining allotments, but permission must first be obtained from the committee. No other wooden or barbed wire fence may be erected without the permission of the Association.
16. All hedges shall be maintained by the tenant, and may not be allowed to grow above 5ft 6in in height. Two weeks' notice shall be given where a hedge is not kept satisfactorily, thereafter notice of eviction may be sent. If a hedge is trimmed by the Association, a charge shall be levied on the tenant and added to the annual fee.
17. All hedge bottoms shall be kept tidy and weed free.
18. All allotments shall be kept in a tidy state and properly cultivated. The allotment shall be cultivated wholly or mainly for the production of crops for consumption by the plot holders or their family. Lack of significant cultivation will lead to the tenant being firstly given a written warning, and then, should there be no improvement, being given 28 days' notice to quit. "Significant cultivation" means the cultivation of crops over a minimum of 50% of the allotment. It is not sufficient merely to maintain the plot. If the plot is being reclaimed it must show progress. Buildings must be kept in good, safe condition. No building may be erected without prior permission from the committee, and any new building must not shade a neighbouring plot. No building may be used as a dwelling, garage, workshop or any purpose not related to the cultivation of the allotment.
19. No vehicles may be stored on the site without prior consent of the committee.
20. Vehicles may use the avenues to access the allotments, but may only park to load or unload for a maximum of 20 minutes, except where prior agreement has been made with the committee. Motorists must move their vehicles to allow free passage to other tenants. Tenants bringing vehicles onto the site must obey a 5 mph speed limit. Breaking these rules may result in permission to bring vehicles onto the site being withdrawn.
21. Bonfires may be allowed, on the allotments only, of dry vegetative matter and must not cause black smoke or nuisance to others. They should be lit only at times when the wind is blowing away from neighbouring properties. If a bonfire is lit at night, the Fire Brigade must be informed in advance. Any stove must burn only smokeless fuels. Repeatedly breaking these provisions may result in permission to have bonfires withdrawn.
22. Anyone assaulting another person, either verbally or physically, or causing deliberate damage to another's property, may be expelled immediately, without notice or recourse to appeal.
23. Tenants not complying with these rules may be given notice in writing to quit within twenty eight days (except where rules 14, 22 and 33 apply). Except where rules 14, 22 and 33 apply, tenants may appeal against eviction within 14 days of receiving the eviction notice. The committee (or sub-committee) will then meet with the tenant on their plot and hear their appeal. The subsequent decision of the committee will be final.
24. On termination of a tenancy, whether voluntarily or by eviction, any buildings and contents will remain the property of the Association, apart from tools, which will be stored for 14 days before being disposed of. The vacating tenant shall be notified of such property as may be stored and informed of when the property shall be disposed unless collected.
25. Hosepipes shall not be attached to any standpipe apart from to fill water butts or water the allotment. Hoses must be attended when in use (i.e. hand held) and sprinklers may not be used. No interference will be permitted with the mains water system. Tenants must show due consideration for others wishing to use the standpipes. Tenants found to be abusing the water system may have permission to use the water system withdrawn. If said permission is withdrawn, no rebate of water charges will apply.
26. Tenants shall not allow any earth, gravel or minerals to be removed from their allotment.
27. Tenants may not, without permission, cut down or prune any trees except fruit trees. No tree may be planted that will overshadow a neighbouring allotment.

28. All allotments shall have a gate with a lock, which shall be kept in good repair, and the plot number must be visible. All gates must be inward opening and kept locked when the tenant is not in attendance. Double/widened gates may only be installed with prior permission of the committee.
29. Tenants shall maintain the security of the site. The site gates shall be kept locked at all times unless otherwise directed by notice. The gate keys shall be kept only by tenants and must, under, no circumstances, be copied or given to any non-tenant without prior permission. No breaches may be made in the boundaries of the site, which should be kept as secure as possible.
30. Any allotment holder who shows prejudice towards another allotment holder regarding gender, religion or race may be given 28 days' notice to quit their allotment.
31. Anyone found trespassing in or removing anything without prior permission from a vacant allotment may be evicted.
32. No tenant may enter another allotment without permission from the tenant of that allotment.
33. Any tenant who deliberately damages Association property, or the property of the landlord, will be immediately evicted, without recourse to appeal.
34. Tenants should consider the wellbeing of their neighbours, both tenants and residents, at all times. Tenants who cause repeated nuisance of any kind to their neighbours will be warned and if the nuisance re-occurs, will be given 28 days' notice to quit.
35. From time to time the Association will require access for large delivery vehicles. At these times the car park may be coned to facilitate access. Tenants should respect temporary no parking requests.
36. Only chemicals permitted by law may be used on allotments.
37. Members giving up their membership must hand all keys pertaining to the plot site to a member of the committee.
38. Members will be requested to pay a refundable deposit, at a rate set by the committee, for all keys pertaining to the site.
39. Children must be made aware of the dangers on the site. Children must be supervised at all times. Members must not allow their children to disturb other members. The Association will not accept responsibility if children are hurt through non-compliance with any of these rules.
40. Tenants must be aware that allotments are potentially dangerous places and that the Association does not accept responsibility for any accidents to tenants and any visitors they might bring onto the site.
41. If a tenant is consistently failing inspections then the management committee reserve the right to refuse renewal of the tenancy when rents become due (without recourse to appeal). (Rule 41 was passed in the September 2012 committee meeting.)
-
-

I acknowledge receipt of the Tenancy Agreement and agree to abide by the rules and regulations set out within it.

Signature: Name:

Date:.....

Garden No:

Number of gate keys held: No. of years garden held

Tenant's address:

.....

.....

Phone Number:

email address:

Signed For and on behalf of Whitemoor Garden Holders Association: