

Tenancy Agreement for Stamford Street Allotments

Tenancy Agreement for use between Stamford Street Allotment Society and tenants of the allotment plots. (Amended March 2024)

First Name	Surname
Address	Postcode
Mobile Number	Email Address

I understand that all information will be disseminated through the WhatsApp, Facebook Groups and the notice board I understand that not being part of the WhatsApp group may mean I may miss some information (you may ask a member of your family to join and keep you updated) but this is not a compulsory requirement.

I understand that signing this new contract will render the previous contract terminated but the period of tenancy remains valid when Dirty Plot Notices are issued.

You are advised that electronic surveillance equipment of various types is in operation Allotment. Data and information from this equipment is monitored and gathered by the Trustees only in the interests of safety and security. This may include information about tenant and non-tenant activities to ensure that rules on this contract are abided by. You are further advised that such information can, and will, be used as evidence in relation to suspected disciplinary matters that may involve you. Data and information may be obtained from the use of CCTV cameras and will be used to ensure that the use of such evidence will be fair, proportionate and specific to the disciplinary issue under investigation/formal action and will be within the confines of the law protecting such information. The information captured will be shared with the relevant law enforcement where necessary. Please note, the recorded footage may be held away from the device as some devices will be Wi-Fi enabled. Signatories of this contract are accepting the usage of CCTV.

AN AGREEMENT made on (date)..... between Stamford Street Allotment Society and (name of Tenant/s).....

WHEREBY the Society agree to let, and the Tenant agrees to take on a yearly tenancy from 1st April. The plot number in the Register of plots provided by the Society at a yearly rental payable annually from the 1st April.

THE TENANCY is subject to the Allotments Act 1908-1950, to the regulations endorsed in this Agreement, and to the rules of the Association and to the following conditions:

1. The rent shall be paid from the 1st of April each year.
2. The tenancy of the plot is personal to the tenant. In the case of Group tenancies, the tenant is the group itself and all group members are to be named as tenants in the section above or added to an attached list to this agreement.
3. The tenant shall use the Plot for allotment gardening (i.e., wholly or mainly for the production of vegetable or fruit crops for consumption by the tenant and the tenants' family/ friends, livestock husbandry and no other purposes (i.e., wholly or in any part as a business/profit making enterprise)
4. The Tenants shall abide by the ALLOTMENT SITE RULES of Stamford Street Allotment Society within this document.

5. Any Trustee shall be entitled when directed by the Society to enter and inspect the Plot as advised by the Association Rules.
6. The Tenancy of the Plot, or any of its parts should more than one plot number be allocated and noted above, may be terminated as follows:
 - a. The tenant may terminate the tenancy at any time by giving 14 days' notice in writing to the Society. If a tenant decides to stop cultivating an allotment part way through the year, they must notify the Society immediately so that the allotment can be allocated to a new tenant without delay.
 - b. The Society may terminate plot tenancies in line with the agreed notice periods in any of the following ways:
 - i. If the tenant is in breach of Society rules or this tenancy agreement (following the Breach and Dispute Resolution procedure and Notice to Quit procedures set out in the rules of the Society).
 - ii. If under their agreement, the lease for the land is terminated.
 - c. The society may terminate plot tenancies by giving one months' notice to quit observing the Notice to Quit Procedures set out in the rules of the Society if rent is in arrears for 40 days namely 10th May. (Whether formally demanded or not)
 - d. The Association may terminate plot tenancies with immediate effect:
 - i. On the death of the named tenant (it is up to the discretion of the trustees if they wish to offer the plot/s in question to the deceased tenant's family before reverting to the waiting list)
 - ii. The Association believes the tenant to have committed an illegal, violent or dangerous act within or outside the plot which brings the Society into potential dispute of jeopardy.
7. Once a Tenant vacates their plot whether by their own choice or as a result of an eviction notice they will be expected to leave it in a reasonable state i.e, not cluttered up with rubbish. If this is not the case and the plot must be cleared before it can be given to a new tenant, then the tenant vacating the plot will be liable for the cost of the clearance up to a maximum of £500.00. This cost can be pursued through a small claims court if required.

Allotment Site Rules

1. The tenant hereby agrees with Stamford Street Society Rules as follows.
 - a. To be a paid-up member of the society and to pay any membership and management charges payable to the society as and when due.
 - b. To pay the annual rent as determined by the society when required (fees reviewed annually)
 - c. To use the plot as an allotment garden wholly or mainly, used to produce fruits and vegetables, livestock husbandry and no other purpose.
 - d. All tenants are requested to be a member of the WhatsApp or Facebook Group for information dissemination. You may ask your family member to join the group if you do not have access to this.
2. Conditions
 - a. To keep the plot clean, free from weeds, pests and diseases. To maintain the plot in a good state of cultivation and fertility and in good condition. To be kept tidy and rubbish free.
 - b. Any rubbish generated (i.e., non-compostable) is the responsibility of the plot holder and should be removed as soon as possible to avoid any potential issues.
 - c. To keep pathways included within your tenancy free from weeds, in good condition and easily accessible. Please note, you are responsible for the left hand path as you face the front of the allotment and for plots 1 to 12, the verge on the Stamford Street side of the tarmac road.
 - d. Not to assign, underlet or part with possession of the said plot or any part thereof without the permission of the Committee. This includes any buildings/structures etc. that were present when the tenancy began.
 - e. Not to use the plot as a profit-making enterprise nor to use the plot as a part of a business in any way.

- f. To keep any pet brought onto the plot under strict control.
- g. Not without written or electronic consent of the committee to erect any structures whatsoever on the plot. The committee shall have the right to remove any structure erected (a) without such consent and (b) not erected within the plans approved.
- h. Not to encroach or enter the plot of any other allotment tenant, not to damage any property or crops of any other tenant.
- i. Not to harass, intimidate, or abuse anyone on site. Harassment includes offensive behaviour directed at people because of age, gender, disability, racial group, sexual orientation, religion or beliefs. This will result in termination of the tenancy. This will not preclude prosecution in the law courts should the management committee and the offended tenant wish to do so.
- j. The tenant is responsible for the behaviour of other people they allow onto the plot, and they should always accompany them where possible.
- k. The trustees take serious view regarding stealing of any crops, materials or any personal belongings from other people's plots. Any person found guilty of such an offence will suffer immediate termination of tenancy without the right of appeal. This will not preclude prosecution in the law courts should the management committee and the offended tenant wish to do so.
- l. No children are to be allowed on site unless accompanied by an adult.
- m. No cockerels are to be kept on the plot, if cockerels are purchased in error, you are to remove them as soon as possible.
- n. Not to dump anything on any vacant plot.
- o. No materials such as soil, gravel, sand or clay from the allotment are to be removed from site or sold.
- p. To secure the allotment gates and all buildings /containers.
- q. To notify the Secretary of any change of contact details as soon as possible (within 14 days).
- r. All new members to be subjected to a 3-month probationary period.
- s. All sheds and structures to be well maintained and kept in a reasonable safe condition.
- t. Tenants should be aware that they are only to use such weedkillers/insecticides as are available "over the counter" in the UK. They are not to use any "high strength" or commercial grade products at all. Should they wish to use any weedkillers they are to liaise with their immediate neighbours on site to plan their use and to offset any potential issues.
- u. Tenants are to be aware of their own duty of care and report to committee members any health and safety concerns.
- v. Parking is to be in the designated areas only.
- w. No tenant is to keep any livestock on their plot without the express consent of the Committee. Any livestock kept by the tenant on the plot must be kept to current RSPCA standards and comply with any specific rules set out by DEFRA i.e. poultry registration. It is the responsibility of the tenant to ensure they are aware of these.

3. Bonfires

Allotment fires are the cause of many complaints, we need the co-operation of all tenants to avoid such problems. Repeated complaints will result in termination of the contract. The Environmental Protection Act 1990 states that to cause a statutory nuisance as a result of smoke or fumes is an offence and the local authorities can act to secure abatement of such nuisance. Therefore, all tenants should adhere to the following guidelines.

- a. Keep bonfires to a minimum, burning should be the last resort, compost where possible or dispose of through the household waste system.
- b. Do **NOT** bring additional materials from off-site onto the plot to burn.
- c. Site the fire sensibly, well away from any structures or potentially combustible material.
- d. Produce quick and hot fires by using dry materials.
- e. Accelerants such as petrol should **NOT** be used.
- f. Bonfires are **NOT** to be left unattended and must be fully extinguished using water before they are left.

- g. No inorganic materials to be burnt (plastic etc).
- h. If a complaint is received from other tenants or locals, the tenant is expected to extinguish the fire immediately.
- i. Bonfires should **NOT** be lit within an hour of sunset and must be extinguished by last light.

4. Inspection procedures

- a. To permit at all reasonable times any committee member or persons delegated by them to enter the plot for the purpose of inspecting the plot in general, carrying out risk assessment for health and safety purposes or inspecting livestock in respect to its welfare.
- b. The trustees shall inspect and monitor plots on a regular basis and shall contact the tenant if the plot is being neglected or approaching an unsatisfactory condition.
- c. The trustees will establish if the tenant is experiencing difficulties and if any help can be given. If help is needed, it is the tenant's responsibility to contact a trustee prior to a dirty plot notice being given.
- d. If a dirty plot notice is issued, the tenant has 4 weeks' notice to bring the plot up to an acceptable standard. If this is not achieved, the tenant shall be given notice to quit within 28 days. The 28 days are given to allow the tenant to remove all crops or equipment. If the tenant does not remove their crops and equipment within the 28 days, the committee shall become the owner of the property and shall have the right to dispose, disseminate as felt appropriate by the trustees.

5. The Tenancy hereby created shall continue until determined in any of the following manners.

- a. The tenant by not less than 14 days' notice to quit, given in writing or electronically.
- b. The society, by not less than 28 days' notice to quit, given in writing.
- c. If the plot is not worked sufficiently in the judgment of the trustees.
- d. If the rent is in arrears for no less than 40 days (10th May).
- e. If it appears to the committee members that the tenant within the 3 calendar months of commencement of tenancy has not observed the conditions of the tenancy set out in this document.
- f. If the society is disbanded, wound up or liquidated.
- g. If there shall be any breach to all or any of the terms of this agreement.
- h. Any illegal activity.
- i. If the tenant fails to comply with actions necessary to improve health and safety on allotment plots and/or the site for both signatory of this tenancy and other plot holders.

6. The management committee is responsible for

- a. Ensuring the allotment sites are not allowed to deteriorate through neglect or lack of prompt action.
- b. Provide a waiting list for the site.
- c. Review the tenancy agreement when required.
- d. Encourage environmentally friendly allotment gardening where possible.
- e. Providing such facilities where possible that are considered reasonable as defined by the disability act to give people with disabilities access to the allotment site and to actively participate in allotment gardening.
- f. Ensuring that plots are being properly maintained. Issuing Dirty Plot Notices where necessary and terminating tenancies if required.
- g. Authorising tenancy agreements and any other revisions and additions to rules which the society may make and display on the WhatsApp/Facebook pages and/or notice boards.
- h. Issue site keys to copy for new tenants and/or give out access codes for locks.
- i. Hold the decision to change the keys/access codes when required.
- j. Liaising with the council departments and other organisations who may be able to assist in the development of the allotment site.
- k. Retaining a record of tenants and their plots

- l. Maintaining contact with all tenants and passing on relevant information through the WhatsApp/ Facebook group or notice boards, as well as acting as a point of contact for tenants who may need advice.
- m. Monitoring structures to ensure they are safe and within the rules.
- n. Taking swift action to re-let plots when they become vacant.
- o. Meeting and showing potential tenants around the site as soon as plots become vacant. Explaining how to rent the plots and ensuring all tenants are familiar with the rules.
- p. Carrying out safety inspections on a regular basis.
- q. Payment of Water Rates based on usage.
- r. Monitoring any livestock in respect to its general welfare and ensuring it is properly housed and correctly registered.

7. Amendments to the rules

The society may, if required, update and revise the rules within this contract. These changes will be displayed on social media and the notice boards.

8. Rules of cultivation

- a. If a plot has been tenanted for **12 months** or more, **50%** of the area should be cultivated.
- b. If a plot has been tenanted for **18 months** or more, **75%** of the plot should be cultivated.
- c. Covering a plot with carpets, sheets and or mulches (i.e. woodchip) is **NOT** cultivation.
- d. If you feel that you are struggling to commit to these rules for whatever reason, it is **YOUR** responsibility to contact a trustee and discuss alternative arrangements. If an arrangement can be agreed upon it will be written up electronically and sent to you.
- e. If a tenant is issued a notice to quit, they cannot be issued a plot in the future.

9. New plot holders

- a. Your plot will be inspected within 3 months of signing the tenancy agreement.
- b. You are expected to have cultivated at least 25% of your plot within the first 3 months of the tenancy being signed.
- c. Should the plot be deemed sufficiently “dirty” by the committee, your fee for that year may be waived, otherwise you will be required to pay an amount based on what time of year you sign.
- d. No new plot holder will be permitted to keep any livestock until they have passed through their 3 month probationary period.

10. Container

- a. An additional fee is collectable from those who wish to place any equipment into the storage container.
- b. A key to this storage unit will be held by those who pay the fee.
- c. The fee for the storage unit will be collectable on the 1st April along with the fee for the plot or when a tenant wants a key.
- d. Tenants are advised that anything secured is at the owner’s risk, the Association accept no responsibility for any damage or loss incurred.
- e. Non-payment of the fee will require the keys to be returned to the Trustees as soon as possible.
- f. Tenants who choose to use the storage facility are expected to lock the storage container after themselves.
- g. Once a tenant elects to leave or is evicted they have 28 days to remove any items from the secure store, any items left beyond this period will pass to the stewardship of the Committee to be disposed of as they see fit.

Name of Trustee
Signed by Trustee
Date

Name of Tenant/s
Signed by Tenant/s
Date

Name of Witness
Signed by Witness
Date

List of Members in the Group Tenancy: