*Rush Green Allotments Terms & Conditions of Tenancy Agreement – UPDATED 2020*



**Rush Green Allotments and Gardens Association Terms & Conditions of Tenancy**

An agreement made on this date between Rush Green Allotments & Gardens Association (hereinafter called “RGAAGA”) and

**(Full Name) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

Of

**(Address) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

**\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ (Post Code) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

**Email address (If no personal email please supply a close relations)**

**--------------------------------------------------------------------------------**

**Contact Telephone Number**

**HOME \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ MOBILE \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

(Hereinafter called the “Tenant”)

The RGAAGA agree to let and the Tenant agrees to take on a yearly tenancy

**From (Date) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ to (Date) \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

**(The allotment full year will run from 1st March to the end of February the following year)**

**The** **allotment plot numbered \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_**

At Rush Green Allotments and Gardens Association site **consisting \_ \_ \_ \_ \_ \_ \_ Full/Half or Qrt plot.**

As recorded in the register of allotment gardens kept by the RGAAGA

**At an annual rent of £ \_ \_ \_ \_ \_ \_ \_ \_**

Including water charge and insurance payable yearly in advance.

**AGREEMENT FOR LETTING OF AN ALLOTMENT GARDEN PLOT**

**The terms of this agreement reflect the agreement between The Rush Green Regeneration Group (hereinafter called “Association”) and The Rush Green Allotments and Gardens Association (hereinafter called “RGAAGA”)

A. THE TENANT AGREES WITH THE RGAAGA TO THE FOLLOWING CONDITIONS:**

**Any infringement of points 1-38 will incur a penalty of £50 for each offence.**1. To pay the basic rent due and as additional rent the water charge shown or any additional charges as the

RGAAGA may from time to time by notice to the Tenant specify, and/or proportionate rates for any part of the year over which the tenancy may extend without deduction otherwise than allowed by statute on the 1st day of March of each year.

2. To use the Allotment Plot only as an allotment plot for spare time, non-commercial cultivation and not for any other purpose.

3. To allow any authorised Officer or Agent of the Landlord which shall include any authorised Officer of Agent of the Association or RGAAGA, to enter and inspect the Allotment Plot, providing a copy of any key/access necessary for this purpose.

4. Not to sub-let, share, assign or part with any part of the Allotment Plot.

5. Not to damage or interfere, by his or her acts or omissions, nor to allow any others to do so, any fences, gates, signs, taps or other property of the  RGAAGA or other Allotment Plot holders on or neighbouring the site of which the allotment is part.

6. To ensure any access roads and all paths between allotments are kept free of obstructions and hazards at all times. This includes – no overhanging plants or vegetation, No discarded wood, debris, fruit, vegetables, seed containers or trays, plants, tools, soil and plastic.
7. To allow where the Allotment Plot joins another clear an uncultivated strip of at least 900mm – 1000mm. Which allotment holders are expected to support in maintaining and keeping clear at all times. It is a requirement of the tenancy that each plot holder must maintain the pathways between the adjacent plot and surrounding their own plot on all sides. They should be maintained and cultivated free from weeds and obstructions and hazards at all times.

8. Not to erect any **Sheds**, **Shelters**, **Fencing**, **Storage Box** or **Container**, **Enclosed Area**, **Greenhouse**, **Metal** or **Timber** framework on the Allotment Plot, other than to protect, cultivate crops, without prior consent from the RGAAGA. Consent will only be considered for safe permitted materials for example **not glass** and should be no higher than 1.2 metres / 4ft in overall height. Maintaining the fence or framework remains the responsibility of the tenant and must be removed if needed at the RGAAGA's request. Under no circumstances must barbed or razor wire be used.

9. Not to erect any notices or advertisements on the Allotment Plot, or around the Allotment Site, except an Allotment Plot number.

10. Not to bring or keep on to the Allotment Plot any corrugated sheeting, ironwork, tins, drums, barrels or other such items, excepting where a proper tank is being used as water storage.

11. Not to deposit, or allow deposit of, anywhere on the Allotment Site refuse, spoil or other materials, excepting only manure or compost in such quantities as is reasonably required for cultivation.in a suitable container. Each Plot holder is expected to remove from site any rubbish or material that is not considered compostable.

12. To ensure tools and equipment are not left unattended in such a way as to cause harm or injury and when not in use are stored safe and secure. The RGAAGA accepts no responsibility for loss or damage to such items nor any resulting injury however caused.

13. Not to allow or permit admittance of children under the age of 16 unless accompanied by an adult or any person other than a member of the Tenants family on to the Allotment Site unless accompanied by the Tenant or a member of their family.

14. Not to allow dogs on to the Allotment Site unleashed unless contained within the owners Allotment Plot and to clear away from the Allotment Plot any faeces which may arise.

15. To maintain the Allotment Plot in a proper state of cultivation, reasonably weed free, tidy and with the soil kept in a fertile condition. The RGAAGA will make periodic inspections of the site and individual Plots. A Tenant whose allotment is not in a satisfactory state of cultivation will receive a ‘**first written improvement warning’** to improve the standard within 14 days from receipt of the letter. Failure to comply with this will result in the issuing ‘**final written warning’** giving a further and final 14 days to improve.

Failure to comply with either of these notices and with no reasonable written response to the committee in relation to resolving the improvements required, will result in a termination notice being issued. Should the Tenant’s plot show substantial improvement within the 28 day period, the notices may be withdrawn at the discretion of the executive committee, if the Plot is again considered unsatisfactory within a six month period, commencing from the date of the original warning letter, the Tenant will be asked to vacate the plot with one months’ notice. There will be no rent refund. When a Tenancy is terminated the Plot must be returned in good condition. If you are struggling with maintaining your plot or would like to reduce the size of your plot, please put your concerns and or requests in writing to the secretary who will raise this with the committee. We cannot guarantee that any requests to reduce the size of any plot will be agreed due to the location and or availability.

16. To minimise pests and diseases and rodent infestation by organic methods. Where infestation becomes a threat to crops to use only chemicals approved by RGAAGA and to inform the RGAAGA of such use. Utmost care must be taken to ensure such chemicals do not drift outside the Allotment Plot and are stored in a secure location in the original packaging.

17. Not to plant any fruit trees or bushes which take more than 12 months to mature, not to grow to a height of more than 2.1 metres (7 ft.), or to fill more than ¼ of the Allotment Plot without written consent from the RGAAGA, nor allow any plant to overhang, overshadow or obstruct adjacent Allotment Plots or paths nor grow to such a size so as to require professional pruning. Not to plant flowers on more than ¼ of the Allotment Plot.

18. Not to bring nor keep livestock on the Allotment Plot.

19. Not to keep bees or hives on the plot.

20. To conserve and use water wisely on the Allotment Plot, storing it only in plastic, covered containers (2no.containers per full size Allotment Plot and 1no. per disabled / small Allotment Plot). No hose’s / hosepipe’s or irrigation systems are to be used to water the Allotment Plot. The water will be turned off from 01 November each year and will be restored only when conditions are suitable in the spring. To comply with any restrictions which the RGAAGA or Utilities may impose. Anyone seen to be using a hosepipe or irrigation system will be subject to a penalty charge on each use as per section B. below “Determination of Tenancy” point 7.An irrigation system is defined as: watering by means of artificial channels, ditches or pipes dug or otherwise in order to supply water to the plot and crops in question. Hose pipes may only be used to fill the water storage container..

21. Not to permit or allow the burning of rubbish, or to have a bar-b-q anywhere on the allotment site..

22. Not to leave any hole uncovered or unprotected whether as a pond or during any cultivation or construction so as to constitute a hazard.

23. To be a good neighbour at all times. Not to cause any nuisance or annoyance to other users nor demonstrate any abusive, threatening or aggressive conduct or behaviour towards another member or member of the committee in a way, including the use of inappropriate language. This includes to contractors or officers on behalf of the RGAAGA and not to allow any visitor to your Allotment Plot to demonstrate the above same behaviours by swearing, using inappropriate language, behaviour or actions verbally and physically. Any breach of section 23 will be deemed as a serious breach of misconduct, trust and confidence and will be forwarded on to the Disciplinary Process, in which you may receive an immediate final written warning and / or may result in the termination of the contract between you and RGAAGA, resulting in the loss and termination of the allotment with immediate effect.

24. Where vehicular access is permitted not to leave any vehicle unattended unless working on the Allotment Plot nor parked overnight.

25. To remain responsible and liable for any acts or omissions by the Tenant or any person under the control of the Tenant leading to a personal injury claim.

27. To observe and fully comply with all enactment’s statutory instruments local parochial or other byelaws orders or regulations affecting the Allotment Plot.

28. On determination of the Tenancy to clear the Allotment Plot of all fixtures and fittings belonging to the Tenant unless agreed in writing with the RGAAGA not to do so or be liable for any costs incurred.

28. To inform the RGAAGA of any change of address, email and telephone and provide emergency contact details.

29. Not to take or allow to be taken, sell or carry away any mineral, gravel, sand earth or clay.

30. To preserve all trees and hedgerows on the Allotment Site, and shall not prune branches and roots unnecessarily, without written permission of the RGAAGA or unless directed during general maintenance of the site through working party events which allotment holders are expected to support throughout the year to keep the general allotment site tidy and not overgrown.

30a. It is a requirement of the tenancy that plot holders or associates to the plot holder, **attend a minimum of 3 working parties per year and a record will be kept of attendees at each working party**. Any plot holder not participating in the minimum attendance requirement will be subject to a fine of **£20 per absence**. This will be advised in writing and invoiced with payment required by the close of the allotment tenancy year as stated above (March to February).

 All working party dates are notified through the website and on allotment notices. Working parties will be held on Sundays with additional dates when required to give plot holders the flexibility to attend. As many plots have additional family members working on the plots, if the main plot holder is unable to attend, an acceptable family member can attend and this will be classified as a credited attendance if they were to attend any working party or supporting at themed events. We would ask that any attendance to any working party is for a minimum of 2 hours to ensure work allocated can be completed.

31.Not to permit or allow any fence lines and boundaries, defined or otherwise, to be used as a depository for arising’s, compost, hardcore, or other materials of any description. All structures, containers and similar articles shall be positioned a minimum of 2 feet away from the boundaries of the Allotment Site.

32 To indemnify and keep indemnified the Landlord and the Association its officers and servants from and against all claims, demands, proceedings, costs and expenses whatsoever that may be made or instituted against the Landlord or the Association its officers and servants arising in any way directly or indirectly out of the use by the Tenant of the Allotment Plot.

33. When unlocking the main gate and entering the Allotment Site, please ensure that any chains and padlocks are locked together around the horizontal frame of the whole surround in the gate to which the locks are attached. Ensure the locks are hanging within the gate. The gate is to be locked by the last person leaving the Allotment Site. It is recommended that anyone alone on the Allotment Site very early or very late locks the gate. Each member, upon payment of a refundable deposit, receives a key. Do not give keys to any non-members.

34. Should any dispute arise between tenants, they should make every attempt to resolve the issue. Failing resolution both parties shall refer the issue to a mutually acceptable member of the allotment committee or allotment chairman act as arbiter. Should resolution still fail, the arbiter shall refer the issue to the whole allotment committee, in which case disputes between tenants, grievances against another plot holder or the actions of the Association, must be referred in the first instance to the committee in writing. The decisions made on all such issues raised to the whole allotment committee shall be recorded in the minutes of the allotment committee meeting. In all cases that are referred to the whole allotment committee, the decision shall be final and binding on all parties.

35. To observe and follow any legitimate instructions given by the committee and officers on behalf of the Rush Green Allotments Association.

**B. DETERMINATION OF TENANCY**
**The tenancy shall determine in any one of the following ways:**

1.On the yearly rent day next, after the death of the Tenant.

2. By the Tenant giving one months’ notice to quit in writing expiring at any time.

3. By the RGAAGA giving not less than twelve months’ notice to quit expiring on or before 6 April or on or after 29 September in any year.

4 By re-entry by the RGAAGA at any time after giving 3 months’ notice on account of the plot being required for any of the purposes set out in paragraph (b), (c), or (d) of sub-section 1 of section 1 of the Allotments Act 1922.

5 By re-entry by the RGAAGA at any time after giving 28 days’ notice in writing to the Tenant:

5.1. If the rents or any part of them are in arrears for not less than 30 days whether legally demanded or not.

5.2 If it appears to the RGAAGA that there has been any breach of the conditions and agreements on the part of the Tenant herein contained having given 28 days to rectify the breach and where conditions relating to the cultivation of the Allotment Plot a minimum of 3 months has elapsed since the start of the Tenancy.

5.3 If the Tenant shall become bankrupt or compound with their creditors.

5.5 If the committee of Rush Green Allotments determine that the tenant has been guilty of repeated acts of misconduct for which warnings have been issued on behalf of Rush Green Allotments and or refusing to pay fees or fines levied under clause 7 of determination of tenancy, or hereof any item under section A of this agreement.

5.7 If the committee of Rush Green Allotments determine that the tenant has been guilty of gross misconduct (e.g. behaving in a racist, sexist, aggressive, inappropriate or harassing manner towards a fellow allotment holder or their guests or a member of the RGAAGA committee

6. In the event of this agreement being determined under clause B2 and any of the provisions in clause B5 no part of the rent paid in advance will be refunded.

7. **Any infringement of points 1-38 will incur a penalty of £50.00 for each offence.**

 **C. NOTICES**Any consent or notice required to be given by the Landlord, the Association or  RGAAGA to the Tenant may be signed on behalf of the Landlord, the Association or RGAAGA, by the Solicitor to the Landlord for the time being, and may be served on the Tenant either in person or by leaving it at his or her last known place of abode, or by registered letter sent by the recorded delivery service, addressed to him or her there, or by fixing the same to the Allotment Plot as recorded in this agreement in a conspicuous manner. Any notice required to be given by the Tenant to the RGAAGA shall be sufficiently given if in writing and signed by the Tenant and sent or handed in person o RGAAGA or to a member of the committee or secretary of the RGAAGA.

**C. DISCIPLINARY PROCESS**

Whilst it is hoped there will be no need to instigate the disciplinary process and subsequent action, it is important that plot holders are aware that there is a process for doing so if the need arises. Any breach of the above terms and conditions may result in action being taken.

* The committee will appoint a sub-committee to hear and investigate matters on its behalf.
* Plot holders may be required to attend a meeting in front of the sub-committee to answer questions and to ascertain the facts.
* Any outcome as a result of the disciplinary process may receive the following sanctions.
* No further action, matter was resolved.
* First Written Warning – Will stay on file for a period of 12 months
* Final Written Warning – If an offence is considered of a more serious nature this will be issued and will supersede any First Written Warning – Will stay on file for a period of 12 months.
* Termination of Tenancy
* At any stage any tenant issued with a warning or termination of tenancy notice has the right to appeal within 10 days of receiving the warning. This should be done in writing to the committee. The Chair will gather the facts and make a decision within 14 days receipt of the appeal letter. This decision will be final.

I, the Tenant hereby agree to the terms and conditions: -

Signed …….…………………………………………

Date ………………………………………………….

**Emergency Contact**

Name........................................................

​Contact Number......................................

​Please return to Rush Green Allotments and Gardens Association)

Signed by RGAAGA in accordance with its constitution: -

​Signed ………………………………………………

Date ………………………………………………….

We will keep any information you give us secure and do not pass on to any other third parties