

AGREEMENT BETWEEN

FREE LANE COMMUNITY ALLOTMENT SOCIETY

and

dated this day of 20

In respect of Allotment Garden Number at

**Free Lane Allotment Site
Free Lane
Helmshore
Lancashire BB4 4LT**

Please return both of these signed agreements undated to the Secretary of Free Lane Community Allotment Society. One agreement signed on behalf of Free Lane Community Allotment Society will be returned to you for your records.

AN AGREEMENT made on this day _____ of _____ 20____

BETWEEN Free Lane Community Allotment Society (hereinafter called "the Society") of the one part and _____ (Name)

Of _____ and _____ (Name)

of _____

(hereinafter called the tenant(s)) of the other part, **WHEREBY** The Society agrees to let and the tenant(s) agrees to take on a yearly tenancy from the date shown above,

the allotment garden Number _____ shown edged in red on the plan of the Free Lane Allotment Site (hereinafter called "the Allotment Site") annexed to this agreement containing

_____ square metres or thereabouts at the initial yearly rate of £ _____ per square metre p.a. payable annually and at a proportionate rent for any part of the year over which the tenancy may extend.

THE TENANCY is subject to the regulations endorsed on this agreement and also to the following conditions

- 1) The rent shall be paid annually in full on the first day of April in each year.
- 2) The Society may give one month's notice in writing expiring on the 31st March in any year to the tenant(s) to alter the yearly rental as previously agreed without the necessity of terminating the tenancy. **HOWEVER** on receipt of such notice the tenant(s) may thereupon terminate this agreement by one month's notice in writing to the Society by paying the rent reserved until the termination of such notice and subject as hereinafter mentioned.
- 3) The tenant(s) shall keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
- 4) The tenant(s) shall not take, sell or carry away from the Allotment Site any mineral, clay or sand.
- 5) The tenant(s) shall not cause any nuisance or annoyance to the occupier of any adjoining land, or obstruct any path set out by the Society for the use of the occupiers of the allotment gardens.
- 6) The tenant(s) shall not underlet, assign or part with the possession of the allotment garden or any part thereof without the written consent of the Society. This shall not prohibit another person authorised by the tenant from cultivating the allotment garden for short periods of time when the tenant is incapacitated by illness or is on holiday.
- 7) The tenant(s) shall not bring used vehicle tyres or asbestos containing materials onto the a Allotment Site for use on the allotment garden or for disposal in any other part of the Allotment Site.
- 8) The tenant(s) must not keep any animals or livestock of any kind on the allotment garden except hens or rabbits to the extent permitted by the Allotment Act 1950 Section 12 or any amendment thereto.
- 9) The tenant(s) shall as regards to the allotment garden observe and perform all conditions and covenants contained in the deed under which the Society holds the land.

10) The tenant(s) is responsible for the actions of children and others entering the Allotment Site with the tenant's permission. Any children under the age of 15 years have to be supervised at all times and accompanied by an adult.

11) Allotment gardens are not to be used for commercial gain.

12) Any officer of the Society shall be entitled at any time when directed by the Executive Committee of the Society to enter and inspect the allotment garden.

13) The tenancy of the allotment garden may be terminated by the tenant(s) giving the Executive Committee of the Society one month's previous notice in writing. Any rent paid in that year will be refunded on a pro rata basis from the date of termination.

14) The tenancy shall terminate on the death of the survivor of a joint tenancy or the death of the tenant.

15) The tenancy shall be terminated by the Society by re-entry after one month's notice

1) If the rent is in arrears for more than 40 days.

OR

2) If the state of cultivation and general care of the allotment garden is not in accord with Section 1 of the **Allotment Rules** given in Appendix 1 of this Agreement.

OR

3) If the tenant(s) is not duly observing the conditions of the tenancy.

16) The tenancy agreement shall be terminated by the Society by **immediate** re-entry if the tenant(s) is found to be involved in criminal activity such as the storage of stolen goods, the growing of illegal substances or the use of illegal drugs. These activities will be reported immediately to the police.

17) The tenancy shall also terminate whenever the Lease or right of the occupation of the Society terminates.

18) In the event of the termination of the tenancy the tenant(s) shall have 30 days to remove crops and/or portable buildings. These rights will not be permitted in the event of termination due to criminal activities. The tenant(s) shall leave the allotment garden in a clean and tidy condition. If in the opinion of the Executive Committee of the Society the allotment garden has not been left in a satisfactory condition, any work carried out by the Society to return the allotment garden to a satisfactory condition shall be charged to the tenant(s). (Section 4 Allotment Act 1950).

19) Any notice of termination may be served on a tenant(s) either personally or leaving at the last known place of abode.

OR

By registered letter or recorded delivery addressed to the tenant(s) at the last known place of abode. A notice sent by registered letter or by recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

20) The tenancy is subject to the Allotment Acts 1908 to 1950 and to the attached Allotment Rules. It is the responsibility of the tenant(s) to be aware of all current regulations, rules and guidelines.

21) The tenant(s) shall inform the Secretary of the Society immediately of any change of address and/or any other changes in contact details.

22) The tenant(s) shall not enter onto any other allotment garden at any time without express permission of the tenant(s) of that allotment garden. In addition any person who accompanies the tenant(s) to cultivate or harvest may not enter onto another allotment garden without the express permission of the tenant(s) of that allotment garden.

23) The tenant(s) must not remove equipment, produce or any other material from any other allotment garden without the express permission of the tenant(s) of that allotment garden.

SIGNED

For and on behalf of **Free Lane Community Allotment Society**

SIGNED

by the tenant(s)

In the presence of

Witness Signature

Witness Name

Address

APPENDIX 1

Allotment Garden Rules

These rules form part of the allotment tenancy agreement. Breach of these rules will be enforced under the terms of the tenancy agreement.

1) Cultivation

The tenant(s) shall have at least one quarter of the allotment garden under cultivation within three months from the start of the tenancy agreement. The tenant shall have at least three quarters of the allotment garden under cultivation within twelve months and thereafter.

The tenant(s) shall keep the allotment garden in a good state of cultivation and fertility and in a way that does not interfere in a material way with the enjoyment of neighbouring tenants.

Key elements include

- Removal of hazardous materials such as metals, glass and plastics.
- Removal of weed seed-heads before seeds have set.
- Control of pernicious weeds such as couch grass, ground elder, bind weed, mares tail, and brambles.
- Removal of long grass or detritus that is likely to harbour slugs and snails.
- Removal of potatoes or other plants which show evidence of blight.

The tenant(s) should notify an officer of the Society in writing should any extenuating circumstances arise to prevent the tenant(s) from complying with these cultivation requirements.

2) Trees

The tenant(s) shall not without the written consent of the Society cut or prune any timber or other trees, apart from carrying out recognised pruning practices on fruit trees. The tenant(s) shall not plant any tree other than dwarf fruit trees and fruiting bushes without the prior consent of the Society. Any currently planted tree must not be left to grow more than 180 cm in height.

3) Hedges, Paths and Fences.

The tenant(s) shall keep every hedge or tree that forms part of the boundary of the allotment garden properly trimmed and to a maximum height of 180 cm.

The tenant(s) shall keep all ditches properly cleansed and maintain and keep in repair any other fences and gates on the allotment garden.

Responsibility for minor pathways within an allotment garden lies with the tenant(s). Where minor pathways cross an allotment garden they shall be jointly maintained by all tenants using that minor pathway.

The tenant(s) shall not use any barbed or razor wire (or similar) on any part of the allotment garden.

3) Hedges, paths and fences (continued)

All public pathways and shared minor pathways must be kept clear of obstructions at all times.

All persons entering the Allotment Site are expected to take extra care when using any pathway. This is especially important if there is presence of ice or snow, as the Society does not grit iced allotment pathways.

The Society will not be liable for any injury as a result of any person not taking adequate precautions when using the pathways.

4) Mains Water Supply

Mains water is available for the use by tenants at designated points. It is not recommended that this water is used for drinking without first boiling it. The taps at the designated points are of a concussive type and are specially designed to conserve and maintain water quality. Neither these taps nor any other part of the water distribution system may be altered in any way without the written permission from the Society.

The tenant(s) shall have consideration at all times to other tenants when extracting water from water points. The tenant(s) is expected to practice sensible water conservation by utilising covered water butts by sheds and other buildings, and by mulching wherever practicable. Black plastic or cardboard is permitted for mulching but carpet or carpet underlay is not permitted on any allotment garden.

No hoses and/or sprinklers are to be used at any time.

The Society may turn off the water supply at any time without notice for repair of or modification to the water mains. The water will also be turned off for a period during the winter months to prevent frost damage to pipes and taps. The dates for the winter turn-off will be decided by the Society Committee

5) Fires

Fires are allowed for the burning of materials generated on the allotment garden e.g.. diseased plants and dried out organic materials that will burn without thick smoke or hazardous residue. Paper or cardboard must be composted and not burned.

The following procedures **MUST ALWAYS** be followed

- Observe the simple courtesy of letting you neighbours know when you intend to light a fire.
- Check the stack intended for burning for hibernating hedgehogs and other animals.
- Smoke hangs in the air on damp days and in the evening, so avoid lighting fires under such conditions.
- Avoid burning on windy days as the prevailing wind direction may blow smoke or sparks directly into neighbouring properties.
- Only burn dry materials and **NEVER** burn domestic waste or anything containing plastic, foam or paint.
- Do not bring anything to the Allotment Site to burn.
- Never use an accelerator (e.g. petrol, paraffin) to start or whip up a fire.
- Never leave fires unattended. Before leaving the allotment garden always wait until everything has burned down then cover the ashes with soil or sand. Never use water to douse a fire . Water can superheat the ashes and they could re-ignite later.

6) Buildings, Structures and Ponds.

The tenant(s) is permitted to erect timber, plastic or metal garden sheds, polytunnels and glass or plastic greenhouses of height no greater than 2.4 meters from ground to apex as supplied by a commercial supplier of such buildings. The tenant(s) shall not without the written consent of the Society erect any other building on the allotment garden. The tenant(s) is responsible for the maintenance and for keeping in a good state of repair any buildings or structures on the allotment garden.

A tenant(s) wishing to construct a pond should inform the Society of its intended whereabouts on the allotment garden. It is **STRONGLY RECOMMENDED** that any existing or newly constructed pond on any allotment garden should be covered or netted by the tenant(s) to guard against injury to small children.

The Society will not be held responsible for loss by accident, fire, theft or damage to any building or structure or the contents of any building or structure on any allotment garden. It is the responsibility of the tenant(s) for insuring against such hazards.

Tenants are not permitted to store oil, fuel, lubricants, gas bottles or other inflammable liquids in any building or structure on any allotment garden. This excludes fuel in tanks attached to garden equipment e.g. strimmers and cultivators or small gas canisters (no more than two) for small gas burners, all of which must be stored in a well ventilated area.

7) Chemicals, Fertilisers, Pesticides and Herbicides.

Tenants shall use only commercially available products from garden or horticultural suppliers. It is the responsibility of the tenant(s) to ensure that the use and storage of these materials on the allotment garden is in compliance with all relevant legislation. So far as is possible these materials should be selected and used so as to cause the least harm to members of the public, birds and other wildlife (other than vermin or pests).

Before using chemicals or chemical sprays, it is the responsibility of the tenant(s) to read and comply with all current regulations on the use of such products. It is also the responsibility of the tenant(s) when using chemical sprays to take all reasonable care that adjoining hedges, trees and crops are not adversely affected and to make good or replant as necessary should any damage occur. Sprays, chemicals and fertilisers should never be allowed to enter or contaminate water courses.

The storage and use of farmyard manure is permitted on the allotment garden. Stored manure should be covered to deter odour, flies and vermin and this will also speed up the rotting process.

8) Waste Disposal

The tenant(s) shall not deposit any compostable or non- compostable materials in the hedges, ditches and open areas on or surrounding the Allotment Site. Nothing can be put in or taken from rivers/streams bordering the Allotment Site. Tenants are not allowed to enter the river.

Compostable waste may be deposited in areas specially designated for such materials. When using these areas the tenant(s) should have consideration at all times for other tenants and deposit the waste in a safe and orderly manner.

8) Waste Disposal (continued)

Non-compostable waste e.g. glass, metal, plastic, chemicals, must not be allowed to accumulate on the allotment garden and must be regularly removed from the Allotment Site by the tenant(s). There are strict Government Laws and guidelines from the Health & Safety Directorate for the safe disposal of old or unwanted chemicals. The tenant(s) must follow these guidelines and act in accordance with their instructions. Under no circumstances should the tenant(s) empty sprayers and /or containers of concentrated or mixed chemicals directly onto the soil, as this could contaminate ditches, drains and watercourses.

9) Animals and Bees

The tenant(s) is allowed to keep only hens and/or rabbits on the allotment garden to the extent permitted by the Allotments Act 1950 Section 12 or any amendments thereto.

The tenant(s) may bring a dog (or dogs) onto the Allotment Site. Dogs must be held on a leash at all times on any public or shared minor pathway and must reside on the tenant's allotment garden and not be allowed to roam freely over the Allotment Site. **Any faeces must be removed and disposed of off- site by the tenant(s).**

Requests by tenants to keep bees on the Allotment Site must be put in writing to the Society. These will be assessed on an individual basis and should permission be granted a separate legal agreement will be entered into between the tenant and the Society.

10) Vermin and Wasps.

Tenants must keep rats and mice under control and keep their allotment garden in a condition that does not encourage the proliferation of vermin. Tenants are responsible for the control of wasps on their allotment garden. Wasp nests should also be reported to the Society so that other tenants can be made aware of the hazard.

11) Invasive and Dangerous Plants.

Tenants must not allow the growth or spread of invasive or dangerous plants e.g. Japanese Knotweed, Giant Hogweed, Himalayan Balsam on their allotment garden. Any invasive or dangerous plants found on any allotment garden or in any other place on the Allotment Site must be reported immediately and in writing to the Society. **Under no circumstance should roots, stalks or seeds of invasive plants be removed from the affected area and taken away or deposited as waste in any other part of the Allotment Site.**

12) Anti-social Behaviour

The tenant(s) must not carry out actions which bring the Allotment Site into disrepute or harm relations with the local community or other allotment tenants.

Tenants who are drunk or under the influence of illegal substances must not enter the Allotment Site.

13) Disputes and Complaints

Disputes or complaints about other tenants or about the management or running of the Allotment Site will be investigated by the Committee of the Society where the complaint is submitted in writing to the Society. Anonymous complaints will not be received. The tenant(s) must always specify the expected outcome. The Society will do its best to resolve any dispute or complaint. **If any disputes or complaints cannot be resolved it will be referred to Rossendale Borough Council whose decision will be final.**

14) Hunting and the use of Firearms.

Tenants are not permitted to bring firearms, air weapons, bows or crossbows onto the Allotment Site regardless of its intended use. Live/dead capture traps are permitted but only for the capture of wild rabbits, mice and other vermin.

15) Recyclable Materials

The Society authorises the delivery of horse manure and wood chippings to the Allotment Site from time to time. These materials are for general use but tenants are requested to take a fair share only.

If tenants wish to have any other recyclable materials such as flags, wood, gravel, bricks etc. delivered to the Allotment Site the tenant(s) must inform the Society in advance of the delivery. Any delivery may be left close to but not blocking the main gate. The name of the tenant(s) should be placed on the delivery and it must be removed to the relevant allotment garden within one week of delivery.

16) General

Motorised vehicles or mobile homes are not allowed onto the Allotment Site.

Camping equipment may not be erected and no sleeping overnight on the Allotment Site will be allowed.

Cyclists should dismount when entering the Allotment Site.

Appendix 2

Free Lane Allotment Site

Allotment Garden Plan