

## AN AGREEMENT

### Middlezoy Allotment Society

#### MEMBERS TERMS AND CONDITIONS OF TENANCY

##### ALLOTMENTS ACTS 1908-1950

###### Definitions

“Allotment”- Land rented out also referred to as an Allotment Plot or Plots under the Allotment Acts 1908 – 1950. Plots to be used wholly or mainly for the production of vegetables or fruit crops by tenants and their family only.

“Society” - is *Middlezoy Allotment Society* who are responsible for payment of ground rent, water, insurance, affiliation, site maintenance. Site is rented from Middlezoy Parish Council (landlords) who in turn rent the land from the land owner (landlord paramount)

“Plot Holder”- A person renting an Allotment from *Middlezoy Allotment Society*.

“Common Areas” - Areas of land used by all members e.g. main pathway and tracks, turning points, car parks etc, where grass requires cutting but where no single plot holder is responsible for the area in question.

“Tenancy” – is for twelve months 1<sup>st</sup> Oct to 30<sup>th</sup> September.

“Member” –all plot holders will be members of the *Middlezoy Allotments Society* and affiliated to the NSALG.

A plot holder, having completed the relevant application to join the *Middlezoy Allotment Society* and paid the annual rent, will:

1. Keep the Allotment clean, clear of detritus, well cultivated and fertile, and in good condition. This means 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.
2. Not cause nuisance or annoyance to the occupier of any other Allotment, or obstruct the paths.
3. Not share or sublet, assign or part with possession of the Allotment or any part of it.
4. Maintain the paths (i.e. strim or mow) to the right, top and bottom of the Member’s Allotment, including half width of any adjacent common area.
5. Not cut or prune timber. Not take, sell or carry away any mineral, gravel, sand or clay.
6. All fruit trees or bushes must not exceed 2 meters from ground level.  
No ornamental trees or shrubs are allowed to be grown **in** the plot.
7. Not erect any building on the Allotment without the written consent of the Society. Dimensions, Colour and the Positioning to be agreed by *Middlezoy Allotment Society* in advance of erection, solid concrete floors are not allowed.
8. Not use **barbed or razor wire, glass, carpet** must be taken onto plots whatsoever.
9. Not deposit or allow other persons to deposit any refuse on the Allotments, or place any matter in the hedges, ditches or dikes situate on the Allotments or on the adjoining land.
10. Not bring any dog, or cause any dog to be brought, into the Allotments unless the dog is held on a leash; to remove all faeces deposited by any dog brought onto the land by the plot holder or permitted by the plot holder.
11. The plot holder understands that the Middlezoy Allotments Society will not be liable for compensation upon repossession of the Allotment for any trees or other crops requiring more than 12 months to mature, or less than twelve months in the case of eviction.
12. Observe and perform all conditions and covenants contained in any lease under which the *Middlezoy Allotment Society* holds the land on which the Allotment is situate.

13. When using any sprays or fertilizers, to:

13.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and make good or replant if necessary should any damage occur as a result of his negligence in this matter. (The decision of the Society shall be final in any dispute that arises from this section).

13.2 So far as possible select and use chemicals, whether for spraying, seed dressing or 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.

13.3 Special care must be taken not to cause contamination when taking water from the water supply.

13.4 Comply at all times with **Health, Safety & Risk Assessment**, rules as list on the notice board.

13.5 All green waste must be composted, brown waste, weed roots, diseased plants to be removed from site for disposal or dried and burnt in "fast burn" contained unit, no open bonfires are permitted.

14. The plot holder will not cultivate genetically modified crops.

14.1 Not keep any livestock on the land without the consent of the Society.  
Subject to Section 12(1) Allotments Act 1950.

15. After the first year of tenancy all plots will be inspected during the growing season 1<sup>st</sup> April to 30 Sept. Plot holders will be informed if they are not meeting the required standards of cultivation.

16. Make arrangements for disposal of sheds, tools and crops within 28 days of the termination of the Tenancy Agreement. If the items are not so removed the Society may dispose of them, and their safekeeping cannot be guaranteed, though every effort to protect them will be made. Also the plot holder undertakes to return all keys for allotment gates, upon resignation or eviction from their allotment plot.

17. Any plot holder in breach of this agreement agrees that they may be evicted from their plot. Eviction occurs 40-days after receiving notice. However, if during the first 14 days after receiving the notice he has outlined steps to correct the breach, or given acceptable reasons for the problems that have arisen, or has resumed cultivation, the eviction notice shall be withdrawn. Temporary absence, illness and family matters may be considered adequate reasons for a period of poor cultivation, and this paragraph shall only be applied after due consideration of current equal opportunity, disability and other relevant legislation, and the rights of the plot holder.

The proper cultivation or other work required, or agreed in response to a notice to quit (in the light of any reasons given) must be done or substantially commenced in the first eight weeks following the date of the original notice, otherwise the member hereby agrees that their immediate eviction by the Society may take place.

18. Rents are due on the 1<sup>st</sup> October each year, **if payment is not made by the 31<sup>st</sup> October** the plot will be deemed to be vacant and will be re-let accordingly.

**I have read and understood this Agreement as set out above.**

Signed \_\_\_\_\_ Name (please print) \_\_\_\_\_

Date \_\_\_\_\_ Plot Number \_\_\_\_\_

Signed on behalf of the Society \_\_\_\_\_

*Two copies, one for retention by the Tenant*

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