

Romsey Town & District Gardening Society
Terms and Conditions of Tenancy 1 October 2020 - 20201

Romsey Town & District Gardening Society (hereinafter called "the Society") agree to let and

(hereinafter called "the tenant") agrees to take on a yearly tenancy from the first day of October 2020 allotment garden numbered _____ in the register of allotment gardens kept by the Society and containing in the whole 250/125/62.5 square metres or thereabouts at the yearly rent of £36 (£32 for those of pensionable age) /£22 (£20 for pensioners) payable annually in advance plus an initial deposit of £2 for a key to access the site.

1. THE TENANT hereby agrees with the Society as follows:

RENT

- (1) To pay the rent in full by or on the first day of October each year.

ACCESS

- (2) To display a plot marker and keep it in good order, ensuring that it is always visible.
- (3) To use the allotment garden only between the hours of 6am and 10pm
- (4) To lock the access gate immediately after entering or leaving the allotment garden.
- (5) Not to park vehicles on the allotment garden except for unloading or loading. Not to restrict or block the access of other tenants to their plots through inconsiderate parking while unloading or loading. At all other times to use the designated parking areas. Drivers should remain available to move their vehicle in case of emergency access. Not to park on the allotment site overnight.

USE OF THE ALLOTMENT

- (6) To use the allotment garden as an allotment garden i.e. it is to be used wholly or mainly for the mixed production of vegetables, fruit and flowers for the tenant and the tenant's family.
- (7) Not to use the allotment garden with the intention of making financial gain.
- (8) To cultivate a minimum of 80% of the allotment. (Green manure, raised beds, growing poles, greenhouses, water butts, compost heaps and mulching sheets and pathways count as cultivable.)

CULTIVATION

- (9) Within three months of the grant of tenancy to have at least 25% of the non-landscaped area of the plot under cultivation contingent upon the standard of the plot received
- (10) Within six months of the grant of tenancy to have at least 50% of the non-landscaped area of the plot under cultivation contingent upon the standard of the plot received
- (11) Within twelve months of the grant of tenancy have at least 80% of the non-landscaped area of the allotment garden under cultivation.
- (12) To keep the allotment garden clean, safe and reasonably free from weeds and long grass. For the benefit of doubt, grass on the allotment should not exceed 15 cm (6 inches) in

height. To manure the allotment and otherwise maintain it in a good state of cultivation and fertility and good condition and also to keep it tidy.

BOUNDARIES

(13) To keep any pathway or track included in or abutting the allotment garden reasonably free from weeds, in good condition and safe for walking. Shared paths and access routes between tenants' allotments should be maintained and kept cut up to the nearest half width by each adjoining tenant and must be maintained clear of any obstruction. Width of access paths to be at least 0.5m.

(14) To keep every hedge that forms part of the allotment garden properly cut and trimmed.

ENCROACHMENT ON OTHER ALLOTMENTS OR PATHS

(15) Not to go onto another tenant's allotment garden without the express permission of that tenant.

(16) Not to allow anyone who is with the tenant (children, friends, dogs) to go onto another allotment garden without the express permission of the other tenant; in the case of children they must be under the control of an accompanying adult.

(17) Children must be accompanied by an adult on the allotment at all times and are only allowed to play on their family plot not on any adjoining paths or in wildlife or coppice areas and may only be in the vicinity of a water trough together with their accompanying adult.

(18) Not to remove produce from another allotment garden without the express consent of the tenant of that allotment garden, which should be sought and given on each and every occasion on which produce is removed.

(19) Not to cause or permit any nuisance or annoyance to the tenant of any other allotment garden or to the occupier(s) of neighbouring premises or obstruct or encroach on any path or roadway set out by the Society for the use of the tenants of the allotment gardens.

(20) Not to underlet or re-assign, or part with the possession of the allotment garden or of any part of it without the written consent of the Society.

WATER

(21) To use only watering cans or buckets to water the allotment garden and not to use hoses or pumps (except attached to a water butt on the allotment).

BUILDINGS

(22) Not, without the previous written consent of the Society, to erect any building, shed, polytunnel or other structure on the allotment garden of a floor area exceeding:

--2.44 meters (8 feet) long by 1.83 metres (six feet) wide and by 2.13 (seven feet) high for full plots

--1.83 metres (six feet) long by 1.22 metres (four feet) wide and 1.98 (six feet six inches) high for half and quarter plots

(23) Not to bring onto the allotment garden any caravan.

(24) No building, shed or other structure may be used as sleeping accommodation or for residential purposes.

TREES AND BUSHES

(25) Not, without the previous written consent of the Society, to plant any hedge or any tree unless it is a fruit tree on dwarfing rootstock. New fruit trees to be limited to 8ft and placed 1m from any boundary.

(26) Not to plant any willow.

(27) Not, without the written consent of the Society, to cut or prune any timber or trees (other than regular proper pruning of fruit trees and bushes) nor to take, sell or carry away, any mineral, gravel, sand, earth or clay.

MANURE, WASTE AND REFUSE

(28) Not to deposit or allow other persons to deposit on the allotment garden any waste materials, refuse, tyres, trolleys or trade refuse or any decaying matter (except manure and compost in which quantities as may be reasonably required for use in cultivation) and not to bring onto or keep on the allotment garden any banned fertilisers, chemicals or weed killers, nor place any matter in the hedges.

The use of glyphosates or herbicides are only permitted in very particular circumstances and after discussion with the committee.

DOGS

(29) Not to bring or cause to be brought onto the allotment garden any dog unless the dog is under good control and held on a leash no longer than 2.5 metres. Tenants must remove any faeces and dispose of them off site.

LIVESTOCK

(30) Not to keep any livestock on the allotment apart from hens (but not cockerels) and/or rabbits and ducks.

To ensure that any hens, rabbits or ducks on the allotment site are kept in such a manner as not to be a nuisance disturbance to any other tenant.

To ensure that any hens, rabbits or ducks are kept in such a manner as to not cause unnecessary suffering or distress to those animals

BEEES

(31) To observe the specific rules for keeping bees which are:
to obtain consent from the committee for the siting of bee hives;
to supply the Committee with evidence that the tenant has undertaken and passed the Cambridge Beekeepers' Association course or a qualification deemed by Cambridge Beekeepers' Association to be equivalent;
to comply with the written recommendations of the Cambridge Beekeepers' Association.

VISITORS

(32) That the Society shall have the right to refuse admittance to any person other than the tenant or a member of his family to the allotment garden unless accompanied by the tenant or a member of his family.

BONFIRES

(33) In respect of the burning of debris, fires are only permitted between the first and eighth day of November inclusive and should be cleared at a distance of at least 10 metres from any property; should not be unattended at any time; a suitable fire extinguishing appliance should be kept available for immediate use; fires should be extinguished at least one hour prior to leaving the allotment garden.

BANNED MATERIALS

(34) Not to bring or cause to be brought into the allotment garden, any piece of carpet or similar material, rubber tyres, or any barbed wire, asbestos or similar hazardous material, and to

take reasonable steps to remove hazardous materials found on the plot (such as broken glass) and to seek the help of the Committee if it is inadvisable or impossible to do this personally.

(35) Not to use barbed wire or razor wire on the allotment garden.

COMMUNITY TENANCY PLOTS

(36) A community allotment garden is provided by the Society to serve the needs of the community. It can be one community plot, or can be many individual plots on the site. It is subject to the same rules as individual plots with the only difference that there is a main-point-of-contact who serves as a 'coordinator'. If, for whatever reason, this role is vacated, the responsibility lies with the present holder to appoint a new main-point-of-contact otherwise the community tenancy would be up for review with the possibility of termination.

CHANGE OF ADDRESS

(37) That the tenant shall inform the Society immediately of any change of address and change of e-mail address.

DISPUTES

(38) That any case of dispute between the tenant and any other tenant of an allotment garden managed by the Society shall be referred to the Committee who may arrange mediation in a form acceptable to both parties in the dispute. The Committee will observe proper processes, and their decision shall be final and binding.

(39) That the tenant shall yield up the allotment garden at the end of the tenancy hereby created, in such condition as shall be in compliance with the agreements herein contained. This includes taking responsibility for items left on the plot. (see (8) (12) (13) (14) and (20) above)

(40) That any officer or agent of the Society shall be entitled, at any time when so directed by the Society, to enter and inspect the allotment garden.

(41) That the tenant shall observe and perform any other special condition which the Society consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the tenant in accordance with Clause 3 of this agreement.

HEALTH AND SAFETY

(42) The tenant hereby agrees with the Society as follows:

That a legal duty of care to others exists and that the tenant should take all reasonable steps to eliminate risk to others and will ensure to the best of their ability that the

allotment and adjoining paths and access routes are maintained and used safely.

To adhere to all the above items with due regards to the Society's Health and Safety guidance attached at Annex 1.

2. THIS TENANCY shall terminate on the yearly rent day next after the death of the tenant. This tenancy may also be terminated in any of the following manners:

(1) By either party giving to the other, twelve months' previous notice in writing, expiring on or before the first day of October or on or after the twenty-third day of March in any year.

(2) By re-entry by the Society at any time, after giving three months' previous notice in writing to the tenant, on account of the allotment garden being required:

For the purposes (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision; or

For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

3. (3) By re-entry by the Society at any time after giving one month's notice in writing to the tenant:

If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or

If it appears to the Society that there has been breach of these conditions and agreements on the part of the tenant; or

If the tenant shall become bankrupt or compound with his creditors.

(4) If a tenant dies, his or her allotment garden will be offered to a member of the tenant's immediate family if they have been cultivating the allotment with the tenant for a period of time. However, this exercise can take place only once. An allotment garden does not transfer to members of a family in perpetuity.

3. Reasons for termination of tenancy

1. Authorised Members (current and ex- committee members) undertake periodic inspections of individual allotment plots to ensure cultivation is compliant with the Rules and Terms and Conditions in the Allotment Tenancy Agreement. Where a plot is found to be unsatisfactory, a Non-Cultivation Notice will be issued. The Notice will describe the reason for the action and allow a period of 28 days for improvement to the required standard. Authorised Members will undertake a further inspection of the plot at the end of the 28-day period when a further assessment is made. Should the condition of the plot still fail to comply with the Non-Cultivation Notice, the tenancy will be terminated 14 days later, though the committee may take extenuating circumstances (serious illness or life events) into account. A registered letter will be sent to the tenant to terminate the tenancy, also requiring the return of the site keys.

A tenancy may also be terminated if two Non-Cultivation Notices are served in two consecutive years of tenancy.

Termination of a tenancy will be authorised by the committee as a whole.

2. The committee as a whole may endorse the termination of a tenancy on the grounds of abusive and/or aggressive behaviour by a tenant.

3. ANY NOTICE required to be given by the Society to the tenant may be signed on behalf of the Society by a Membership Officer or Secretary of the Society and may be served on the tenant either personally or by leaving it at his/her last known place of abode or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised hereon. Any notice required to be given by the tenant to the Society shall be sufficiently given by the tenant and sent in a prepaid post letter to the Membership Officer or Secretary of the Society

Acceptance of terms and conditions

Please sign and return this slip to the Membership Secretary for Stourbridge Grove/ Fairfax Road

Plot no. _____,

Amount paid: - please tick

Full plot £36

Half plot £22.00

Over 65 Full plot £32.00

Over 65 half plot £20.00

Name: _____

Address:

Postcode:

E-mail address:

I have read, understood and agree to all of the terms of the Romsey Town & District Gardening Society Terms and Conditions of Tenancy, dated 1 October 2020.

Signature of tenant:

Date:

ANNEX 1: Advisory safety information

It is the responsibility of the tenant to ensure their own safety and the safety of others entering their allotment or using adjoining paths and access routes. The following hazard list should be considered by the tenant in the tenants own health and safety risk assessment of their allotment and the activities thereon. As all allotments, structures and activities vary, the society's hazard list is unlikely to cover all possible risks and therefore the tenant must be aware of all possible dangers and take suitable action to eliminate or reduce risk.

1 PERSONAL SAFETY: Allotment tenants often spend long periods of time on their own on site. You are encouraged to take personal safety seriously and to always tell some other person where you are going and the expected time of your return. Always take a charged mobile phone with you to the allotment and keep it on your person.

2 STRIMMERS/ROTOVATORS/MOWERS/POWER TOOLS: Tenants are responsible for the maintenance of their equipment to ensure that it is both safe and fit for purpose. Before using such equipment ensure that the operator has read and understands the operating instructions and uses the recommended safety wear including suitable foot ware and eye protection.

3 STRIMMERS are known to throw a stone over 15 metres so operators should take into account people and objects in the vicinity. Prior to commencing the operator should make an inspection and clearance of the chosen work area. Operators should be aware that others can walk up behind the operator. Always stop the equipment before turning to acknowledge their approach.

4 TOOLS: tools should not be left lying around the allotment or adjoining paths

5. PETROL/PARAFFIN: neither should be stored on the allotment. Only unused petrol left in the equipment should be kept on the allotment. All fertilisers, pesticides, weedkillers or other chemicals must only be stored in their original containers and should be stored out of reach of children.

6. CHILDREN: Allotments can be dangerous places for children and therefore all children should be supervised at all times. They should on no account be allowed on other tenants plots where they could suffer possible injury.

7. PERSONAL CARE: A first aid kit for the tenant's personal use containing a small selection of adhesive plasters antiseptic ointment a pair of tweezers and dressings should be kept on site.

8. GLASS: All glass must be stored in tenants sheds. Broken glass should be immediately removed from the allotment.

9 .WATER BUTTS: All water butts should be equipped with a suitable cover.