

CAMBERLEY AND DISTRICT HORTICULTURAL SOCIETY

AGREEMENT FOR LETTING ALLOTMENT GARDEN

PLOT NO X SITUATED at X Allotment Site ('the Allotment Site')

AGREEMENT made this X day of X 202X

BETWEEN the **Camberley and District Horticultural Society** ('the Society') of **CAMBERLEY** in the County of Surrey, of the one part AND **Name, Address Telephone No X, email X** ('the Tenant') of the other part

WHEREBY the Society agrees to let, and the Tenant agrees to take on a yearly tenancy from the X day of **Month 202X**, the allotment garden numbered X in the register of allotment gardens provided by the Society, at the Allotment Site, and containing X square metres or thereabouts including pathways (subject to the exceptions and reservations, if any, contained in the lease under which the Society holds the land) ('the Allotment') at a yearly rental as set by the Society (presently **15p** per square metre).

The rent as set out above shall be payable on 1st January each year (must be paid within 28 days) to the site representative of the Allotment Site or his/her representative.

A full year's rental shall be payable on or before the 1st July in any year, and half shall be payable in respect of any tenancy commencing after 1st July. Where notice to quit prior to or on 1st July in any year is given by the Tenant, and the full year's rental has been paid, one half shall be refunded subject to paragraphs 1.7.1, 1.7.2 and 3.9 of the schedule. No refund shall be made for notice expiring after 1st July.

A contribution towards the cost of a water supply shall be paid by the Tenant, the sum being determined each year by the Society (presently **Add site agreed payment** per annum). Rates in respect of the allotment gardens shall be paid by the Society.

A contribution towards the cost of insurance shall also be paid by the Tenant, the sum being determined each year by the Society (presently **£2** per annum).

The tenancy is subject to the allotment rules (if any) made from time to time by the Society and also the provisions of the Allotments Acts 1908 to 1950. Subject to the previous provisions of this paragraph, the Tenant agrees with the Society to observe and perform the conditions and obligations set out in the schedule to this tenancy. The Tenant shall also observe and perform any special conditions which the Society considers necessary to preserve the Allotment from deterioration as are set out in this tenancy or otherwise notified to the Tenant.

The tenancy agreement is subject to continual review and may be re issued at an appropriate time agreed by the Society.

SCHEDULE:
CAMBERLEY AND DISTRICT HORTICULTURAL SOCIETY ('the Society')
ALLOTMENT CONDITIONS AND RULES

1 GENERAL CONDITIONS

1.1 These rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all allotment gardens including any let before these rules came into force.

1.2 Tenants must also observe any other rules or regulations which Surrey Heath Borough Council ('the Council') and/or the Society makes at any time in the future and which are notified to the Tenant.

1.3 Tenants must comply with all directions given by an appropriate officer of the site management committee or any directions otherwise properly given by or on behalf of the Society or the Council.

1.4 The Tenant shall, as regards the Allotment, observe and perform all conditions and covenants contained in the lease (if any) under which the Society hold the land from the Council.

1.5 Probation

The Tenant will serve an initial probationary period of a minimum of three months. At the end of this period, a judgement will be made by the site representative to either confirm or terminate this tenancy. The probationary period can be extended at the discretion of the site representative.

1.6 Use

The Tenant shall use the plot as an allotment, wholly and mainly for the production of vegetables, fruit or flower crops for consumption or enjoyment by the Tenant and his/her family and for no other purpose and not for profit.

1.7 Care and maintenance

1.7.1 Tenant shall The keep the Allotment tidy, in a good state of cultivation, free from excessive weeds, with good fertility and in a safe condition to the reasonable satisfaction of the site management committee. A plot should be reasonably productively cultivated during the growing season. This will be assessed by the site management committee and any sanction issued as necessary. Any sanction if not agreed by the Tenant can be raised as an appeal to the Society. Persistent failure to maintain a plot will lead to the issue of a notice to terminate the tenancy by the Society in accordance with paragraph 3 of this schedule.

1.7.2 The Tenant shall be liable for any costs incurred by the Society for clearing, tidying and/or cultivating any allotment garden deemed to be in poor condition. Such work may be carried out by the Society or its agent either during a tenancy or upon termination.

1.7.3 The Tenant must not remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand.

1.8 Materials and Garden Waste Fires

- 1.8.1 Any materials brought to the Allotment should be for horticultural use. Tenants should be aware that it is not acceptable to allow building material, rubbish or waste to build up on the plots. Should there be a need to remove excess material the Tenant will be liable for removal or cost of removal during or at the end of tenancy. No wet or dry poured concrete or similar should be used. All rubbish is to be removed from the Allotment. Pernicious weeds (e.g. Mares Tail) and plants infested with fungal diseases (e.g. Blight) must be removed to the Council green waste facility.
- 1.8.2 Garden waste fires may only be lit with prior consent from the site representative and following the guidance on the Council's Environmental Services website. Fires must not be left unattended.

1.9 Trespass and obstruction

The Tenant shall not trespass, take or cause damage to other tenant(s) plots or crops or take other tenants crops without the person's permission, or obstruct any path set out by the Society for the use of the occupiers of the Allotment Site.

1.10 Watering

Watering cans or handheld hoses only are to be used subject to water company regulations. No non-manual irrigation systems are allowed.

1.11 Trees

Tenants must not cut or prune any trees adjoining the Allotment without the consent of the Society. This does not affect the routine pruning of the Tenant's own trees and hedges on the Allotment. All new trees must be dwarf rootstock and all branches to remain within the plot boundary.

1.12 Buildings

No fences, sheds, greenhouses, poly-tunnels or trees shall be placed on or removed from the Allotment without the prior written consent of the site management committee. No other building or structure may be erected upon the Allotment without the prior written consent of the Society.

1.13 Barbed wire

The Tenant shall not use barbed wire for a fence adjoining any path set out by the Society for use by the occupiers of the Allotment Site.

1.14 Livestock

The Tenant must not keep any livestock, chickens or rabbits on the Allotment. Bees may only be kept with the permission of the site representative who will agree matters such as insurance, signage and fencing with the Tenant and shall at its discretion be able to withdraw its consent where the keeping of bees by the Tenant becomes a nuisance to other plot holders or owners or occupiers of other nearby property.

1.15 Sleeping

Overnight staying on the Allotment is strictly prohibited.

1.16 Sale of produce

Sale of allotment produce is strictly prohibited with the exception of honey.

1.17 Firearms

The use of any firearm on or at the Allotment is strictly prohibited.

1.18 Nuisance and conduct

1.18.1 The Tenant must not permit or cause any nuisance or annoyance to the Society, the site management committee, other plot holders or the owners or occupiers of other property, must conduct themselves appropriately at all times and must abide by the Society's Code of Conduct (issued with this agreement) and the Site Guidelines. The Society reserves the right to amend the Code of Conduct from time to time and any amended Code of Conduct shall be binding upon the Tenant following the service of a copy of the amended Code of Conduct upon the Tenant.

1.18.2 No tenant must cause another tenant or neighbour harassment, alarm or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

1.19 Alienation

The Tenant shall not (i) underlet, assign or part with the possession of the Allotment, or any part of it or (ii) grant or purport to grant any right, interest, licence or easement in or over or under the Allotment.

1.20 Inspection

The Council, the Society, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment and carry out any works or repairs required or authorised by the Society.

1.21 Membership of the Society

All tenants are members of the Society (membership fee included in rent) and are entitled to attend the Society's Annual General Meeting.

1.22 Notice

1.22.1 It is the Tenant's responsibility to provide their site representative with any change in their contact details. Any letters or notices will be served to the most recent details given.

1.22.2 Any notice required to be given by the Society to the Tenant may be served on the Tenant either personally or by leaving it at his last known place of abode or by letter sent by recorded post addressed to him there or by fixing the same in some conspicuous manner on the Allotment.

1.22.3 Any notice required to be given by the Tenant to the Society may be served on the site representative either personally or by email to such email address as is notified by the site representative to the Tenant from time to time.

- 1.22.4 A notice shall be deemed to have been received:
- 1.22.4.1 if delivered by hand, at the time the notice is left at the proper address;
 - 1.22.4.2 if sent by recorded post, on the second working day after posting; or
 - 1.22.4.3 if sent by email, on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non-working day, unless it is returned to the sender undelivered.

1.23 **General Data Protection Regulations**

The site representative and the Society use personal data for allotment matters only and will delete these 12 months after termination of the tenancy. By accepting a plot you are giving permission for your personal details to be processed as outlined.

2 DISPUTES

- 2.1 In the case of any dispute between the Tenant and any other occupier of an allotment garden on the Allotment Site the matter shall be referred to the site management committee. The site management committee shall have the power to take such steps as they consider necessary.
- 2.2 The Society and/or the Council reserves the right to exclude from the Allotment Site without notice, pending consideration of the matter by the Society and/or the site management committee under 2.1 above, or in respect of an alleged breach of tenancy, any tenant or other person who is accused of gross misconduct such as (a) causing damage to any allotment or to the crops thereon or to any communal area or (b) while on the Allotment Site, damaging or stealing the property of any other person or of the Society or (c) assaulting or threatening any person on the Allotment Site.
- 2.3 Any party to a dispute may appeal against a decision made by the site management committee pursuant to paragraph 2.1. The appeal shall be made in writing to the Society whose decision shall be final and binding on all parties.

3 DETERMINATION OF TENANCY

- 3.1 The Tenant must yield up the Allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this tenancy.
- 3.2 The tenancy shall terminate immediately whenever the tenancy or right of occupation of the Society terminates.
- 3.3 The tenancy may be terminated by re-entry after giving one month's notice to the Tenant:
- 3.3.1 if the rent is in arrears for not less than 28 days; or
 - 3.3.2 if the Tenant is not observing the rules affecting the Allotment, or is in breach of any other term or condition of his/her tenancy and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy.

3.4 The tenancy will terminate after 3 months has elapsed following the death of a Tenant except that the tenancy may be terminated sooner by agreement with the Society.

3.5 The tenancy may also be determined by the Society by not less than one year's notice in writing to quit expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year, or by the Tenant by not less than one month's notice in writing to quit expiring at any time, the notice to be submitted in accordance with paragraph 1.22.3.

3.6 If the Allotment comprises any land required for any of the purposes mentioned in paragraph (b) (c) or (d) of Section 1(l) of the Allotment Act 1922, the Council shall have the power to re-enter upon giving notice in writing in accordance with those provisions and the tenancy shall be determined accordingly.

3.7 Immediate termination of tenancy will be issued to tenants who (i) are involved in verbal and/or physical abuse directed at Council or Society officers, members of the site management committee including the site representative or other tenants or nearby owners or occupiers, or (ii) have any involvement in criminal acts on the Allotment Site.

3.8 If any notice is served by the Society or site management committee in respect of any breach of the terms of this agreement, the Tenant shall immediately comply with such a notice and carry out any work required by the notice.

3.9 Any building, other structure, contents or other items left after termination of the tenancy will become the property of the Society. The Society may remove any such items remaining on the Allotment and shall charge the expense of such removal and making good any defect to the Tenant who shall upon demand pay to the Society the amount of such expense.

I confirm that I have read and agree with the above.

AS WITNESS the hands of the parties hereto:

Signed by X (On behalf of the Society) X
Signed by the said Tenant X
Secondary contact details (optional)
Name:
Contacts status: Telephone no: Address :



The returned copy will be retained by the site representative and may be electronically uploaded for future reference.