

THIS ALLOTMENT TENANCY AGREEMENT is dated 9th September 2019

PARTIES

(1) RADFORD BRIDGE ROAD GARDEN HOLDERS ASSOCIATION LIMITED incorporated and registered in England and Wales under the Co-operative and Community Benefit Societies Act 2014, Registration number 7784R, whose registered office is at Cawley House, 149-155 Canal Street, Nottingham, NG1 7HR (the “**Landlord**”).

(2) [NAME] of [ADDRESS] (“**You**” and any related expressions such as “**Your**” should be read accordingly).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

Allotment: the plot numbered and containing square metres on the Allotment Site. Your tenancy includes the right to gain access to the Allotment over the avenues of the Allotment Site designed for use by the Landlord for occupiers of the Allotment Site from time to time.

Allotment Management Committee: The “AMC”. A committee established by the Landlord for the general management of the Allotment Site. The AMC is made up of gardeners elected by fellow tenants on the site, the Treasurer and/or Secretary of the AC and a representative from NCC.

Allotment Site: the allotment site known as the Radford Bridge Allotments, Russell Drive, Wollaton, Nottingham.

The Association Committee: The “AC”. The committee of management of the Association elected at the annual general meeting or otherwise appointed according to the rules of the Association.

2. TERM OF TENANCY

The tenancy starts on and will end on the date on which this agreement is terminated in accordance with clause 5.1.

3. RENT

3.1 The rent for the Allotment at the start of the tenancy is £ per year, payable by You in advance on 1st April in each year and the first payment to be made to the Landlord on the date of this agreement, via Direct Debit

3.2 The rent may be varied by the Landlord to be increased or decreased by not less than three months’ notice in writing to You.

4. CONDITIONS OF LET

- 4.1 You must use the Allotment only as an allotment garden, as defined by Section 22 of the Allotment Act 1922, and in accordance with any regulations made from time to time by the Landlord.
- 4.2 You must keep the area around your plot and gateway free from litter and weeds
- 4.3 You must keep the whole of the Allotment in a good state of cultivation and fertility and in good condition and clear of litter and free from noxious plants.
- 4.4 You must keep any hedges on the boundary of the Allotment in good condition, and cut them, at least once each year (between October and the beginning of March) to a height of no more than 1.5 metres.
- 4.5 You must keep any fences and gates on the boundaries of the Allotment in at least as good a state of repair as when the tenancy started.
- 4.6 You must ensure that all boundary gates are locked after entering and leaving the Allotment Site for the adequate security of the land and protection of tenant's crops.
- 4.7 You must keep any structures on the Allotment in good repair and condition. No more than 30% to be taken up with buildings (sheds or greenhouses).
- 4.8 You must ensure that any bonfires are always attended, do not cause nuisance and are extinguished before You leave the Allotment. Bonfires are only permitted during the first 2 weeks of November.
- 4.9 BBQs are not allowed on site, as fires are not allowed.
- 4.10 You must not transfer, sublet or part with possession of the whole or any part of the Allotment.
- 4.11 You must not keep any livestock, pigeons or animals of any kind on the Allotment. The keeping of bees may be allowed at the entire discretion of the Landlord provided that (i) the accommodation provided to them and the care of the animals meets all animal welfare standards (including RSPCA guidelines) (ii) no nuisance or health risks are caused to other allotment holders or the owners or occupiers of neighbouring properties and (iii) that the allotment holder is a member of an appropriate bee-keeping association, regarded by them as competent and has adequate public liability insurance.
- 4.12 You must not allow any dogs on the Allotment or the avenues of the Allotment Site, except when secured by a lead or chain.
- 4.13 You must not make any alterations or additions (including constructing any buildings or structures on the Allotment) to the Allotment or erect any notice or advertisements on the Allotments without the AMC's or Landlord's written consent.
- 4.14 You must not allow any accumulation of rubbish on the Allotment.
- 4.15 You must not bring old Sanitary ware onto the allotment site, ie old baths or sinks etc. Water butts are allowed and actively encouraged.
- 4.16 You must not store any unduly inflammable, explosive, toxic, radioactive or other dangerous materials on the Allotment.

- 4.17 You must not do anything which may result in or lead to the Allotment or the Allotment Site becoming contaminated or polluted.
- 4.18 Mains water is available on the Allotment site. Access to this water is controlled by the AMC. You must pay the proper charges for the supply (which will be shared between all allotment holders) and You must not waste water, or misuse the supply, hosepipes should not be in constant use. The Landlord cannot accept liability for any disruption or discontinuance of the supply.
- 4.19 You must not do or permit anything on the Allotment which might be or become a nuisance, annoyance or danger to neighbouring properties or its owners or occupiers and you must not obstruct any path set out by the Landlord for the use of the occupiers of the Allotment Site.
- 4.20 You must keep children under your constant supervision and not allow them to roam the avenues unsupervised or swing on the gates and climb the fences.
- 4.21 You must not encroach or trespass on Your neighbour. You, or any person accompanying You, will not cause damage to the gateposts, gates, boundaries, crops or other property of any allotment of the Landlord. Any damage so caused will be assessed by the AMC and/or AC and You will pay such sum to the injured party as assessed by the AMC or AC.
- 4.22 You must not carry on any business or trade of any kind whatsoever on the Allotment Site.
- 4.23 You must not keep any car caravan boat or any vehicle of any kind upon the Allotment Site.
- 4.24 You shall permit the AMC or AC or workmen acting on their instructions to enter the Allotment at all reasonable times to examine its state and condition, and for any other reasonable cause.
- 4.25 You must notify the Landlord immediately in writing if You change Your address or other contact details. New details may be sent to the registered office address above or to the AMC rental secretary.
- 4.26 You must maintain a high standard of behaviour whilst on the Allotment site. Physical assaults, threats of violence, harassment, verbal abuse, abuse relating to race, religion, sexual orientation or age, vandalism or theft will not be tolerated.
- 4.27 At the end of Your tenancy (however it comes to an end) You must give back the whole of the Allotment to the Landlord in good order, properly cultivated, and return any keys for the Allotment Site You may have. You must also remove and reinstate any additions or alterations You have made during your occupancy and return the Allotment to the condition it was in at the start of Your tenancy. The Landlord may make a charge for any breach of these obligations.

5. MISCELLANEOUS

5.1 The Landlord and You also agree the following:

- (a) that You may terminate Your tenancy by giving the Landlord not less than one month's notice at any time;
- (b) that the Landlord may terminate Your tenancy at any time by giving You not less than 12 months' notice in writing expiring on or before 6 April or on or after 29 October in any year of this tenancy created by this agreement;
- (c) that the Landlord may re-enter the Allotment and take possession to end Your tenancy immediately in the following situations:
 - (i) if You fail to remedy any breach of Your obligations under this Agreement after the Landlord has given You proper notice to do so;
 - (ii) if You commit a breach under paragraph 4.23;
 - (iii) if You fail to pay the rent within forty days of it becoming due; or
 - (iv) if You shall become bankrupt or compound with Your creditors.

BUT if the Landlord re-takes possession in these situations, that will not prevent the Landlord from taking other action against you (such as action to recover arrears of rent)

- (d) that Your tenancy will terminate automatically on the rent day next after Your death.
- (e) that the Landlord or his representatives may re-enter the Allotment early and take possession to end Your tenancy if it is required for any of the purposes set out in Section (1) of the Allotment Act 1922, but only after giving You three months' notice of the Landlord's intention to do so.
- (f) Following termination of Your tenancy under paragraph 5.1 (c) (i) or 5.1 (c) (ii) above, You will have the right to appeal. Such an appeal will be heard by members of the AC. Any appeal must be made in writing within 21 days of a notice being served. The decision of the appeal panel is final.

5.2 Any notices necessary under this Agreement must be in writing, delivered by hand, or ordinary post and addressed:

- (a) to You at Your address (or to Your last known address), or affixed conspicuously to the Allotment; or
- (b) to the Landlord at the address shown on the front of this agreement (or to a different address if the Landlord informs You of one)

5.3 You shall not at the termination of Your tenancy nor at any other time be entitled to claim any compensation except such as shall be allowed under the provisions of the Allotments Act 1922 and the Allotments Act 1950 or any statutory modification thereof.

5.4 A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of the
RADFORD BRIDGE ROAD
GARDEN HOLDERS ASSOCIATION
LIMITED

.....
Rental Secretary/Secretary of the
RBRGHA

Signed by

.....
Tenant