

Dan Allotments

ALLOTMENT TENANCY AGREEMENT

This is an agreement between John Cordingley (the land owner), 11 Back Lane,
and Trawden in Bloom (the Tenant)

The John Cordingley agrees to let and the Tenant agrees to hire, as a yearly
Tenant from:

Date Commencing:- _____

Allotment Number(s): 1

It is agreed as follows

1. The Yearly Allotment Rent (£150.00) will be subject to an annual review by John Cordingley. The allotment area will be used primarily to determine rentable rate.
2. The Tenancy is subject to the following conditions:
 - a. The rent will be invoiced in advance on 1st April each year
 - b. The allotment garden* will be used as an allotment garden and for no other purpose without the prior consent, in writing, of the John Cordingley
 - c. It will be the decision of John Cordingley whether any tenant has the right to more than one allotment. If a tenant is permitted to have more than one allotment, John Cordingley will give 12 months notice if the allotment is required for a new tenant.
 - e. The Tenancy will end on the death of the tenant. The tenant's surviving family may continue with the tenancy, with the consent of John Cordingley and on the signing of a new allotment agreement.

g. John Cordingley shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify John Cordingley in respect of any such claim made against it. The Tennant will need to have appropriate Public liability insurance for use with their allotment

h. John Cordingley shall accept no liability to the tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.

3. The Tenancy can be terminated by John Cordingley, giving one month's notice, if:

a. The rent is in arrears for 40 days or more, whether legally demanded or not.

b. If after 3 months tenancy, the allotment is not clean and in a good state of cultivation, unless prior agreement with John Cordingley has been made.

c. The tenant has failed to comply, within a reasonable time, with a notice requiring the tenant to remedy any failure to observe the conditions of this agreement.

d. verbal or written abuse/harassment to any tenant of Dan Allotments or John Cordingley is deemed to have taken place.

4. The Tenancy can also be terminated by:

a. John Cordingley giving 12 month's notice before 1st April or after 29 September, in any year.

b. John Cordingley giving 3 month's notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on John Cordingley by other agencies.

c. the Tenant, giving 3 months notice, at any time.

5. The Tenant will:

a. keep the allotment fertile, strimmed and clean, with a minimum two third under cultivation, unless otherwise agreed in writing.

b. not cause any nuisance or annoyance to any other tenant or nearby residents.

c. not obstruct or encroach upon any path and community area set out by John Cordingley for the use of other tenants.

d. not sub-let or assign, to another person, any part of the allotment.

e. not, without the written consent of John Cordingley, cut or prune any trees (except permitted fruit trees - see below), or take or sell any mineral, gravel or clay from the allotment site.

f. keep every hedge that forms part of the allotment properly cut and trimmed.

Fencing of the allotment is the responsibility of the tenant and must be to the satisfaction of John Cordingley, this includes the external fence of the allotment.

g. not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by John Cordingley for the use of other tenants.

h. keep all paths clean and free from weeds, with a minimum width of 40cm (16 inches) of a path made within and along all their perimeter allotment fence lines

i. The tenant must not erect any building or structure without the approval of John Cordingley. As a guide, one greenhouse or tool shed. Greenhouse maximum size 20*10 feet inclusive of potting shed or 8*6 feet for a tool shed

j. not plant any fruit or other species of tree without the approval of John Cordingley. If consent is given, the maximum height of the trees should be 3 metres; all tree branches must remain within the boundary of the host allotment and should not obstruct any pathways. It is the tenant's responsibility to maintain any trees on their plot.

k. not place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost - which must be kept within the confines of a tenants allotment).

l. not place any matter in the hedges, ditches, watercourses or dykes or on any adjoining land.

m. ensure that any dog brought into the allotment is securely held on a leash and any fouling is removed. Tenants have a duty of care to each other and to visitors. Dogs MUST NOT be left unattended on any allotment plot at any time.

n. not keep any animals or livestock on the allotment. Approval must be given by John Cordingley for the keeping of hens or rabbits on the allotment. Cockerels are not permitted.

o. Notify John Cordingley of any change of address.

p. observe and perform any other special conditions, which John Cordingley considers necessary to preserve the allotment from deterioration.

q. will ensure all pesticides are secured in locked sheds. Tenants are encouraged to be environmentally responsible in everything they do. If possible try to be as organic as possible.

r. when using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries. If used, slug pellets must be hedgehog friendly.

s. Not to place or keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment - in particular not asbestos, building materials, poisons, fuel etc.

t. Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.

u. all sheds and structures are maintained in a reasonable and safe condition.

v. on termination of this agreement, the tenant will make arrangements for the removal of all personal property within 28 days, to the satisfaction of John Cordingley. If John Cordingley needs to clear the area on behalf of the tenant, an invoice will be sent to the tenant following the work being carried out.

w. No child is allowed on the allotment unless under the supervision of an adult.

x. Fires will be allowed on allotments with the following restrictions:

From the end of October to the end of March, fires can take place during daylight hours on Sunday. Between 1st April and the end of October, fires can only take place on Wednesday evening between 6 & 8pm, or on Saturday morning between 8am and noon. All fires must be extinguished by 12 noon on Saturday.

Treated wood (ie sheds/fences) cannot be burnt.

All fires must be small, controlled and be attended at all times.

Ensure that smoke is not blowing onto the highway or directly at any neighbouring property.

All fires must be completely extinguished before you leave the allotment.

Man-made products should not be burned.

Fires are not allowed on Bank Holidays.

6. John Cordingley or his appointed representative will be entitled, at any time, to enter and inspect the allotment.

7. All tenants are encouraged to make their allotment as wildlife friendly as possible. Pesticides and harmful chemicals should not be used unless absolutely necessary. There are hedgehogs on the Dan Allotment site so they must be respected at all times. Care must be taken if you are strimming as these can cause serious injuries to hedgehogs and other wildlife on the site.

8. If at any time, Trawden in Bloom cease to operate, all equipment, property and buildings on their allotment (1) will come under the ownership of Trawden Parish Council.

9. This agreement replaces any previous agreement made between John Cordingley (land owner) and Trawden in Bloom (the tenant). If this agreement is not returned signed within 30 days of receipt, it serves as a termination of the tenancy.

Signed & Dated:

John Cordingley - Dan Allotments

Signed & Dated:

(Tenant responsible for Trawden in Bloom)

***** An allotment garden means an allotment not exceeding a quarter acre (250 sq Metres), which is wholly or mainly occupied and cultivated by the tenant for the production of vegetable or fruit crops, other than apples, pears and plums,

for the consumption by the tenant or the tenant's family, and flowers, provided these are not grown for commercial purposes *****