

Unity Allotment Association Tenancy Agreement for plot number

This agreement is made on the day of, 20.... between the Committee of the Unity Allotment Association (hereinafter called the “Committee”), acting on behalf of the Trustees of the Association and carried out by the Plot Lettings Manager (or any other member of the Committee) on the one part and (hereinafter called “the Tenant”) on the other part, whereby the Committee, subject to condition 1 below, agrees to rent and the Tenant agrees to take the plot of ground (hereinafter called “the Allotment”) situated at Unity Allotments and distinguished by the plot number on a yearly tenancy from the 1st day of March until terminated as hereinafter provided, subject to the following terms and conditions.

1. Unless the Tenant is an existing plot holder (in which case this condition will not apply) the Tenant will only be entitled to renew the Tenancy Agreement at the end of their first year or part year if the Committee gives its approval to a renewal. Such approval will only be given if the plot has been maintained to the standard required by the Association and cultivated according to the Rules of the Association and the following conditions in this Agreement.
 - 1.1. The approval to renew will be given to the plot holder by the Secretary by 31st December (if not earlier) in writing or by email.
 - 1.2. If renewal is not approved (as in 1.1 above), the plot holder will have until the 31st of the following January to remove their belongings from the Unity Allotment site
 - 1.3. In any case to which both this Condition and condition 15 are applicable, the Condition giving rise to the earliest termination date shall take precedence.
2. The Tenant shall pay the annual rent in advance directly to the Committee on or before 28th February each year. The amount of the rent shall be decided by the Committee annually and will include an amount for water charges and a fee for membership of the Unity Allotment Association. The tenant shall be notified in advance of the rent for the year, and the dates and times when the site shop will be open to facilitate rent payment. Rents once paid are not refundable in any circumstances.
3. The Tenant shall number their Allotment clearly and keep the Allotment clean, tidy and in good condition with a good state of cultivation and fertility. At all times the Tenant shall maintain a standard of cultivation acceptable to the Committee with a minimum of two thirds of the Allotment being under cultivation. Any Tenant failing to reach or maintain this standard, or who fails to keep their Allotment in an acceptable tidy condition, must remedy this failure within 30 days of being given notice to do so; otherwise the tenancy will be automatically forfeited.
4. All Tenants are jointly and severally responsible for maintaining the paths, hedges, fences, ditches and windbreaks on or adjacent to their plots in a satisfactory condition. Barbed or razor wire or any other sharp or dangerous object must not be used as a deterrent on or adjacent to the Allotment. Boundary hedges and fences and the main cart road are the responsibility of the Committee.
5. The Tenant shall not without the prior written consent of the Committee erect or cause to be erected any building or structure on the Allotment. Piecemeal construction is not allowed. Applications to erect a building should be made in writing or by email to the Secretary. Approval will be given by the Committee subject to the guidelines set out in the Unity Allotment Rules. By 29 February 2020, all structures or buildings (whether new or existing) must have appropriate guttering and rain capture measures to channel and capture water appropriately and sustainably. Where the Committee considers that any structure or building on an Allotment is dangerous or beyond repair it will notify the Tenant of that in writing or by email and the Tenant

shall remove the structure or building from the Allotment within 30 days of the date of such notification.

6. The Tenant shall compost or remove as appropriate all waste matter that arises on the Allotment. It is the responsibility of the Tenant to promptly remove waste glass, metal, wood, plastic and any other hard material. Fires are only allowed on certain dates in the year. The Committee will notify plot holders of these dates. Fires must not be lit on any other dates.
7. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment or obstruct any path set out by the Committee for the use of the occupiers of the site.
8. The Tenant shall not sub-let, assign or surrender the whole or any part of the Allotment without the consent of the Committee.
9. The Tenant shall not keep any livestock on the Allotment other than as agreed in writing by the Committee. The Tenant shall not bring a dog onto the site at any time.
10. The Tenant shall use the Allotment for gardening purposes only and shall not use the Allotment or any part of it to buy and sell garden produce or to carry on a trade or business or to store any article not normally used in gardening.
11. The Tenant will abide by the agreed site rules for locking the gates in order to protect the safety and security of all Tenants and their belongings. Any Tenant who does not do this shall be liable to have their tenancy terminated. The Tenant shall pay a deposit of £10 for a key which provides access to the site. The Tenant shall return the key when the Allotment is vacated after which the £10 will be reimbursed.
12. Tenants should note that water taps are turned off during the winter months and left in the open position to prevent water pipes bursting.
13. The Tenant shall pay a deposit of £25 upon obtaining the plot which will be repaid when the Allotment is vacated providing that, in the opinion of the Committee, it is left in a good and tenable condition.
14. Any Notice may be served on a Tenant either personally or by leaving it at the Tenant's last known address or by letter addressed to the Tenant or by affixing it in a prominent position on the Allotment.
15. The Tenancy of the Allotment shall terminate on the 28th February following the death of the Tenant. It may also be terminated by the Committee by re-entry after 30 days notice:
 - 15.1. If the rent is in arrears for more than 30 days, or
 - 15.2. If the Tenant is not duly complying with the conditions of this tenancy.The Tenancy may also be terminated by the Tenant by giving one month's notice to the Committee in writing.

Signed by the Plot Letting Manager / Committee Member

Name (printed): Plot Letting Manager / Committee Member

Signed by the Tenant

Name (printed): Tenant

Address

.....

Telephone(s)

Email

Plot rent		Plot Number
Key Deposit	£10.00	Key Number
Plot deposit	£25	
Total	<hr/>	