

THE ST ANDREWS ALLOTMENT ASSOCIATION

THE TRUSTEES OF ST ANDREWS ALLOTMENT

TENANCY AGREEMENT

An agreement made on.....between the trustees of
The St Andrews Allotment Association (here after called Trustees) and

Name.....

Address.....

.....

.....

(Here after called the Tenant) whereby the trustees agree to let the tenant allotment number PlotSt Andrews Allotments Starbeck subject to the following conditions.

1. The term of tenancy will run from April 1st to March 31st and each Year thereafter as agreed.
2. The Tenant shall pay to the trustees in advance the annual or part annual rent for the allotment as determined by the trustees.
3. The tenants shall keep all hedges, ditches, fences, gates and footpaths on their side of the allotment (Except main boundary fences) in a good state of repair. This includes keeping the borders of your plot and pathways tidy and free from weeds, and to regularly prune any fruit trees and shrubs overhanging pathways.
4. Weeds and stones are not to be thrown on the pathways as they cause problems for neighbouring tenants and when mowing the paths.
5. All allotments must be properly cultivated, weeded and manured by the tenants, and they shall not plant trees or shrubs to the injury of an adjacent tenant, nor shall they cause any nuisance to or annoy any other tenant.
6. Tenants shall not underlet or part with possession of his/her plot or any part of it without the agreed consent of the committee.
7. The tenant shall not cut or prune any timber or other trees (apart from those within your plot) without the written consent of the Council.
8. The tenant shall not use guns on the allotments including air rifles and shotguns.
9. Tenants shall not use barbed wire, or razor wire or any other sharp or dangerous object by means of a deterrent on the allotments. for fencing.
10. Handheld hose pipes are permitted but sprinklers or similar irrigation devices are not allowed.
11. Tenants shall compost all suitable material arising from the cultivation of their allotment.

12. Individual bonfires are only permitted on the first Tuesday and Saturday in each month between October and March and at no other times. No green waste or plastic to be burnt and the fire must be supervised at all times and be out before leaving the site. All other refuse must be removed from the site.
13. Tenants shall not erect any building with out prior application to the committee. No building shall be sited within 2 feet of a pathway.
14. All dogs taken on the site must be taken on lead (This is a council Rule).
15. Tenants shall not sell any allotment produce from any building on the site or on the site, nor carry on any trade or business therefrom.
16. Manure deliveries must be cleared from the delivery area within 7 days.
17. Carpets are not to be used on the Allotment to suppress weeds, please use mulch or other methods.
18. Children are encouraged to come onto the allotments provided they are supervised at all times when on site, they are not allowed at any time to go onto other tenant's plots without invite from the plot holder and only when they are present.
19. In the event of rent being in arrears on May 1st, or by any breach of these rules and conditions by the tenant in remedying these rules and conditions when called to do so the trustees are at liberty to re-enter and re-possess the said allotment in all respect as though the agreement had not been made or signed, without giving notice to quit and prejudice to the right of the trustees in respect of all antecedents or by the tenant's agreement herein contained.
20. With any breach of these rules and conditions by the tenant then a letter will be sent to the tenant stating the problem. If no reply or effort has been undertaken to put right the problem within 14 days then a second letter will be sent, and if no effort or satisfactory reply has been made within 7 days then the allotment will be regarded as vacant and will be re-possessed. Should the same problem arise in subsequent years the allotment will be re-possessed without further reference.
21. Tenants shall not at the termination of their tenancy nor at any other time be entitled to any claim to compensation except such that shall be allowed by provision of the Allotment Act 1992, and the Allotment Act 1950 or any statutory modification thereof.
22. Any tenant having a grievance must submit the same in writing to the committee.
23. If there is a change or alteration to any rules contained in the tenancy agreement and voted in favour by members at an Annual General Meeting, then those rules must stand unless agreed by members present at an E.G.M or A.G.M.

Signed.....

For and on behalf of the trustees of St Andrews Allotment Association.

Signature of the Tenant.....

Dated.....