

RULES AND TERMS OF TENANCY

An agreement made between Cropwell Bishop Allotment Association being the leaseholders, the Cropwell Bishop Parish Council being the leaseholders of the land and you the allotment Tenant.

The allotment Tenant is hereby committed to the following rules and terms of tenancy governing the management of the allotment site

1. The Tenant hereby agrees with the Association and the Council as follows:
 - (i) To pay the rent hereby reserved without deduction otherwise than allowed by statute on the first day of October of every year.
 - (ii) To use the said plot as an allotment garden and for no other purpose.
 - (iii) To keep the allotment garden clean and in a good state of cultivation and fertility and in good condition.
 - (iv) Not to assign under let or part with the possession of the allotment garden.
 - (v) To plant any fruit bushes, runner beans and other bulky crops in such a manner that when fully grown, they do not obstruct the free use of roads and pathways.
 - (vi) To keep all pathways and roads adjoining the allotment garden (or in the case of any pathways or road abutting on the allotment and other allotment garden or gardens the half-width thereof) free from weeds and other rubbish.
 - (vii) To permit any officer or servant of the association or of the Council to enter upon and inspect the allotment garden.
 - (viii) Not to erect any building or structure on the allotment garden without consent of the Secretary, to whom details of structure should be given in writing. Any buildings erected should not be unsightly or cause annoyance to adjoining tenants or to the residents of adjoining properties.
 - (ix) Not to use barbed wire for a fence.
 - (x) Not to cause or permit the presence of dogs off leash upon the allotment garden or within the curtilage of the site upon which the allotment is situate.
 - (xi) To use his best endeavours to protect any fences, hedges or gates enclosing the allotment land also any notice boards which may have been or may at any time during his/her tenancy, be erected upon the allotment site.
 - (xii) Not to deposit or allow other persons to deposit upon the allotment gardens, any earth, road-sweepings refuse or other materials excepting only manure in any quantities such as may reasonably be required for immediate use in cultivation.
 - (xiii) To pay all existing and future rates, taxes and assessments and outgoings whatsoever imposed or charged upon the allotment garden or upon the owner or occupier in respect thereof.
 - (xiv) To yield up the allotment garden at the determination of tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
 - (xv) Not to keep any livestock. Save as provided for under section 12 of the allotment act 1950.

- (xvi) Not to cause or permit or suffer to be caused by any nuisance or annoyance to the Council, its other Tenants, the Association or the occupiers of adjoining land or premises.
- (xvii) Not to use or permit or suffer the demised premises or any part thereof to be used for trade purposes.
- (xviii) **WATER SUPPLY.** All Tenants must abide by the byelaws and regulations of the Severn Trent Water Authority (a copy of which is held by the Secretary).
 - (a) Under no circumstances must anyone tap into the Severn Trent Water Authority mains water supply.
 - (b) Connections must only be made from the official on/off taps and from no other point.
 - (c) Every effort must be made to avoid misuse and wastage of water, (i.e.) from faulty connections or leaking hose-pipes.
 - (d) Failure to observe the water regulations could result in prosecution by the Severn Trent Water Authority and/or termination of tenancy.

- 2.** The tenancy hereby created shall continue until determined in any of the following manners:
By re-entry by the association at any time after giving one months previous notice in writing to the tenant if the rent or any part thereof is in arrears for not less than forty-two days whether legally demanded or not so.
If it appears to the association that there has been any breach of the condition and agreements on part of the Tenant herein contained and provided that if such breach be of the conditions of rules affecting cultivation of the allotment garden after at least three months have elapsed since the commencement of the tenancy.
- 3.** Any notice given by the Association pursuant to Clause 2 hereof shall be sufficiently served if sent to the Tenant by post at his/her last known place of abode or fixed in some conspicuous manner on the allotment garden.
- 4.** The Association shall on the termination of the tenancy be entitled to recover compensation from the Tenant by virtue of section 4 of the Allotment Act 1950 in respect of any deterioration of the land caused by the failure of the Tenant to maintain the land clean and in a good state of cultivation and fertility
- 5.** It is in the Tenants interest to keep this document for any future reference.

The Secretary
Mr A. N. Other
address,
post code
tel:

AGREEMENT FOR THE ACCEPTANCE OF ALLOTMENT TENANCY

I wish to accept the tenancy of plot ___ containing ___ sq metres on the

Cropwell Bishop Allotments, Fern Road, Cropwell Bishop, Nottinghamshire. Commencing on the ___ day of _____ 200__ at annual rent £ _____ payable on the 1st day of October each year. BUT SUBJECT TO any annual increases that the **Cropwell Bishop Parish** Council may impose.

To erect or install any permanent or temporary building/structure on your allotment plans **MUST** be submitted to the Secretary first before they are sited. **FAILURE** to do so could result in any such building/structure having to be removed. This is to comply with the Terms of our Lease with **Cropwell Bishop Parish** Council.

A deposit of £10 is made for a key to the site gate which will remain locked at all times. The key is the property of the **Cropwell Bishop** Allotments, to be returned when changing or vacating tenancy of allotment.

In signifying my acceptance of the allotment tenancy, I do hereby agree to abide by the Allotment Rules and Tenancy a copy of which is issued with this agreement.

The tenancy once accepted, is strictly non-transferrable and any change affecting the tenancy (i.e. change of address or death of a tenant) should be notified to the Secretary within 14 days. Failure to do this would render the tenancy invalid.

Signed _____

Please print Name _____

Address _____

Post code _____

Phone No _____

email _____