**SOUTH CROYDON ALLOTMENTS TENANCY AGREEMENT**

An Agreement made this between the South Croydon Allotments Society Limited (“the Society”) of the one part,

and

of

(“the Tenant”) of the other part.

The Society agrees to let, and the Tenant agrees to take on a yearly tenancy as from this date the allotment(s) numbered.

Tenancy renewable on 1st October each year thereafter for Plot Number Size Rods (see Note 1)

(“the Allotment”) in the Society’s register at the yearly rent of £4.10 per rod plus £1 per rod for water (or such other yearly rent as the Annual General Meeting of the Society in the year prior to the rent day on which the new rent becomes effective. Concessionary rates not including water may apply in certain circumstances, and a proportional rent for any period less than one year over which the tenancy may extend.

THE TENANCY is subject to the Allotments Act 1908 to 1950 and subject to the following conditions.

THE TENANT SHALL:

1. Pay the annual rent on the first day of October of each year.
2. Use the plot as an Allotment Garden only, that is to say wholly or mainly for the production of vegetables, fruit or flowers, and keep it clean, in good condition and in a good state of cultivation and fertility at all times.

Definition of cultivation: - Actively growing vegetables, fruit or flowers on a minimum of 75% of the plot, keeping the rest of the plot, including the surrounding paths, tidy and keeping the plot weed free, especially of flowering and perennial weeds.

Inspections will occur once a month from February to October.  If a plot is deemed inadequately tended, a first warning letter will be sent detailing what needs to be done, giving 4 weeks from the date of the letter for that work to be achieved.  If after four weeks the next inspection reveals that the work has not been undertaken, a second warning letter will be issued, giving a further 4 weeks for the required work to be achieved.   If it is found that the work described in the second warning letter has not been undertaken, a notice of termination will be issued, and the plot holder will have 14 days to remove any personal items from the plot. Please see the attached documents entitled Inspections and Formal Complaints respectively.

If there are extenuating circumstances the committee can take them into account, but the chairman should be notified within 14 days of the date of the letter. In all cases the committee’s decision is final. Please see the attached documents entitled Inspections and Formal Complaints respectively.

1. Keep free from obstruction a margin of at least 43 cms (18 inches) wide on all sides of the plot so as to allow the provision of an inter-plot footpath between the Allotment and other adjacent allotments.
2. Not cause any nuisance or annoyance or to verbally abuse the occupier of any other allotment or a member of the committee. Removal of produce from another plot without permission of the plotholder will result in termination of tenancy.
3. Not use any hosepipe for the purpose of obtaining water from the Society’s mains water supply.
4. Not keep any livestock on the Allotment. Dogs must be kept under control **on a lead** at all times on the site.
5. Not sublet, assign, or part with the possession of the Allotment, or any part of it without the written consent of the Society.
6. Not erect any structure (sheds, greenhouses, polytunnels etc.) of such a size as to cause a nuisance to occupiers of neighbouring allotments. No material of a permanent nature may be used in the foundations of any structure erected on the Allotment.
7. Not dispose of any rubbish on any part of the allotment site. Vegetation or organic matter should be composted where possible. Other rubbish should be removed from the allotment site.
8. Bonfires **are not permitted** on site except those supervised by the committee, normally as part of working parties. Gas and coal fired barbeques are acceptable but please have consideration for plot neighbours.
9. Take proper precautions when using sprays or fertilisers to minimise any adverse effects on the environment and comply at all times with current regulations.
10. Not conduct any trade or business on the Allotment or any part thereof.
11. Observe and perform, so far as they concern the Allotment, all covenants and conditions of the Lease under which the Society hold the land (copies of the lease are available for inspection on application to the secretary of the Society).
12. Observe and perform any other special condition which the Society may consider necessary in order to preserve the Allotment from deterioration, and of which notice is given to the tenants from time to time.
13. Changes of address or contact details must be notified to the Society within 28 days.
14. Cars parked on the site are at the owner’s risk and should only be parked while working your plot.
15. Tenants are responsible for their own health and safety whilst on site.
16. Tenants must ensure plot number is visible at all times. Plots without visible numbers will have a 3 pound charge added to their renewal, and will be given a plot number sign which then must be displayed near to and facing the front of the plot.

**TERMINATION OF TENANCY**

1. The tenancy of the Allotment shall terminate whenever the tenancy of the Society terminates. It may also be terminated by the Society by re-entry;
2. If the rent is in arrears for not less than 40 days OR
3. If the Tenant is not duly observing the conditions of their tenancy.

**NOTICES**

1. Any notice given by the Society shall be sufficient if signed by an authorised Officer and left at or sent by to the Tenant’s place of abode as appearing in the Society’s register.

Signed………………………………………………………………………………………………………………………………………………

 On behalf of the South Croydon Allotments Society Limited

Signed……………………………………………………………………………………………………………………………………………….

Email address (please print carefully) ………………………………………………………………………………………………..

Tenant

Note 1: A rod is a traditional measure of allotment area and is approximately 25m square.