

Compton Allotments Association Tenancy Agreement

An agreement made on date: between “**Compton Allotments Association**” and:

Name(s) (hereinafter called “**the Tenant**”)

Address:

email:

Phone:

Mobile:

Whereby Compton Allotment Association agrees to let and the Tenant agrees to take on a yearly tenancy commencing date:

for the allotment(s) plot number(s):at Polsted Lane, Compton and containing.....rods or thereabouts (one rod = 25 square meters)

Score out following items which are not applicable

Deposit	£ 50	a single deposit (refundable dependent upon state of plot)
Key	£ 20	a per key deposit (refundable upon key return)
Water & Mowing	£ 20	annual amenity charge in respect of a contribution to water and communal grass cutting
Plot Rent	£	at the current yearly rental of £2.00 per rod
Shed Rental	£	(normally £10 a year) Shed number
Greenhouse Rental	£	(price depends on size) Greenhouse number
Bees.	£	Number of hives (Hives are £10 each per year)

Total £

Payable within 7 days of signing Tenancy agreement either by BACS (preferred, to Compton Allotment Association HSBC UK Sort code 40-22-12 Account no. 01455486) or by cheque made payable to Compton Allotment Association.

The yearly charges are subject to annual review. The allotment rental year runs from October through to September. The tenancy is subject to the conditions attached.

Signed (Tenant):

Date:

Signed (For Committee):

Date:

For Administration Use

Task	Completed (Yes or No) & date	Comments
Tenants details logged on database		CVA number
Gmail set up and welcome email sent		
Email address submitted for newsletter		
Has given up plot.		
Details removed from database		
Deposit refunded		

THE TENANCY is subject where necessary to the Allotments Acts 1908 to 1950 and also to the following conditions:

1. A single deposit shall be paid by the Tenant to Compton Allotments Association (CAA) within 7 days of receiving an invoice from CAA. Such deposit may be used by CAA for any reinstatement of the allotment at the end of the tenancy into the condition it was in prior to the commencement of the tenancy. Any balance over the cost of reinstatement will be refunded. Where the tenancy commences on or between October 1 and May 30 in any rental year a full year's rental and amenity charges will be payable. Where the tenancy commences in June or July in any rental year one half of a full year's rental and amenity charges will be payable. Where the tenancy commences in August or September in any rental year no rental and amenity charges will be payable.
2. Where the expression "The Tenant" consists of more than one person the obligations on such persons shall be joint and several.
3. The Tenant shall use the Allotment as an allotment only (that is to say wholly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and his/her family) and for no other reason and to keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in good condition.
4. The Tenant shall not use the allotment for residential purposes.
5. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or to occupiers of neighbouring properties or obstruct any path set out by CAA for the use of the occupiers of the allotments.
6. The Tenant shall not sublet assign or part with the possession of the allotment or any part thereof without the written consent of Compton Allotment Association.
7. The Tenant may not keep any livestock (including cockerels) on the allotment except for hens, pigeons, rabbits, bees and waterfowl subject to the payment of the appropriate element of the amenity charge and with prior written permission of Compton Allotment Association. Any livestock carcasses shall be disposed of according to the appropriate legislation.
8. Dogs are allowed on the allotment site but only when the owner has signed a separate consent form and agreed to the conditions stipulated on the form.
9. The Tenant shall keep every hedge that forms part of the boundary of the allotment properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair all fences, gates and sheds on the allotment.
10. All shared paths between the allotment and any neighbouring allotments shall be kept cut and clipped up to half their width by the Tenant unless expressly provided for by CAA.
11. The Tenant must apply to the CAA via the application form to erect any building, cage or structure on the allotment. All new sheds are to be erected on the western and eastern edges of the site after consultation with CAA and are to be maximum 6' x 4' in size. Instead of a shed, tenants may have a small cupboard-type tool store of 4' maximum height on their plot. Tenants with two or more small non-contiguous plots may only have a tool store on one of them. Plots of/or contiguous plots of 10 rods or more may have a greenhouse of maximum size 6' x 8'. Fruit frames must be no higher than 6'6" and not shade neighbouring plots. Fruit cages and tool stores must stand within the plot boundary.
12. No trees other than fruit trees on dwarf rootstock shall be grown on the allotment other than with the written permission of CAA. The Tenant must apply to the CAA via the application form to plant any tree. Unauthorised planting will be removed at the Tenants expense
13. The Tenant shall not without the written consent of CAA cut or prune any timber or other trees or take sell or carry away any mineral sand or clay.
14. The Tenant must not use synthetic carpet as a weed suppressant.
15. The Tenant must not use any barbed wire on the allotments.
16. The Tenant must not import rubber tyres onto the allotment site.
17. The Tenant must not import rubbish, subsoil, builder's rubble, broken paving slabs or other unconnected items onto the site. Paving slabs may be imported only for the purposes of a base for a shed or a greenhouse.
18. The Tenant may have a bonfire from October 1 to April 30 on their plot or other designated area but they do so at their own risk. Bonfires should only be lit if they can be supervised at all times and if they do not cause undue nuisance to other plot holders or neighbours. The Tenant shall not burn any plastic or synthetic materials.
19. Tenants may use a hosepipe to fill a covered water container but not for general watering. If other tenants wish to use the tap then the hose may be disconnected.
20. Vehicles must be parked in one of the two designated car park areas. The central track and gate entrances must be clear for access and mowing. Any damage caused to the central track caused by vehicles must be repaired by the relevant tenant, e.g. damage caused by manure deliveries.
21. Any duly authorised representative of CAA shall be entitled at any time to enter and inspect individual Allotments.
22. All main entrance keys remain the property of CAA and should be given up on relinquishing your tenancy.
23. All tenancies will terminate whenever;
 1. the tenancy or right of occupancy of CAA is terminated by Compton Parish Council.
 2. when the Tenant informs CAA of termination.
 3. after the death of the Tenant. (In the event of the unfortunate death of the Tenant first refusal will be offered to a close relative, partner or close friend of the Tenant.)
 4. by CAA after one month's notice if the rent is in arrears for not less than 40 days
 5. by CAA if the Tenant is not duly observing the conditions of the tenancy.
24. The Management Committee of CAA reserves the right to amend or add to the above rules at any time.