

Compton Allotment Association

Tenancy Agreement

Date: 20.1.2017

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 Allotment Association (CAA) within 14 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 prior to the commencement of the tenancy. Where the tenancy commences on or between October 1 and May 30 in rental year one, a full year's rental and amenity charges will be payable. Where the tenancy commences in June or July in rental year one, half 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 or amenity charges will be payable.
2. 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 purpose including residential, and must 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.
3. The Tenant must not import rubbish, subsoil, builder's rubble, paving slabs, rubber tyres or other unconnected items onto the allotment site.
4. 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.
5. The Tenant shall not sublet, assign or part with the possession of the allotment or any part thereof without the written consent of CAA.
6. 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 topsoil, mineral, sand or clay.
7. The Tenant shall not use synthetic carpet as a weed suppressant.
8. The Tenant shall not keep any livestock (including cockerels) on the allotment except for hens, and then only with prior written permission from CAA and subject to the payment of the appropriate element of the amenity charge. Any livestock carcasses shall be disposed of according to current legislation. Dogs are allowed on the allotment site only by signing a separate consent form and agreeing to the conditions stipulated on the form.
9. The Tenant shall keep every hedge that forms part of the boundary of the allotment cut and trimmed, keep ditches cleaned and maintained and keep in repair all fences, gates, sheds and other structures on the allotment.
10. The Tenant shall not use any barbed wire for a fence adjoining any path set out by CAA for the use of tenants of the allotments.
11. The Tenant shall not without the written consent of CAA erect any building or structure on the allotment and shall be responsible for the removal of any building or structure on or before the termination of the tenancy. A plot or contiguous plots of 10 rods or over may have a 6' x 4' shed and a greenhouse of maximum size 6' x 8'. Plots of 5 – 10 rods may have a 6' x 4' shed (no greenhouse). Plots smaller than 5 rods may have a small cupboard-type tool store of 4' maximum height. Fruit frames must be no higher than 6' 6'. Tenants with two or more small non-contiguous plots may only have a shed or tool store on one of them. Shared structures are not permitted. Structures must stand within the plot boundary. The Tenant cannot apply for a greenhouse unless they have rented their allotment for a full year.
12. Any duly authorised representative of CAA shall be entitled at any time to enter and inspect individual allotments.
13. All main entrance keys remain the property of CAA and should be given up on relinquishing your tenancy.
14. 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.
15. All shared paths between the allotment and any neighbouring allotments shall be kept cut up to half their width by the Tenant unless expressly provided for by CAA.
16. No trees other than fruit trees can be grown on the allotment and these must have written permission from CAA. Newly planted and existing trees and bushes on the allotment must not shade neighbouring plots. Any unauthorised planting will be removed at the Tenant's expense.
17. The Tenant may use a hosepipe only to fill a covered water container but not for general watering. If other tenants wish to use the tap then the hose must be disconnected.
18. Where the expression 'The Tenant' consists of more than one person the obligations on such persons shall be joint and several.
19. The tenancy of the allotment shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupancy of CAA terminates. 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. It may also be terminated by CAA by re-entry after one month's notice if the rent is in arrears for not less than 40 days OR if the Tenant is not duly observing the conditions of his/her tenancy OR if he/she becomes bankrupt or compounds with his/her creditors. The tenancy may also be terminated by CAA or the Tenant by twelve months previous notice in writing expiring on or before April 6 or on or after September 29 in any year.
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 for mowing. Any damage caused to the central track by vehicles must be repaired by the relevant tenant. This also applies to damage caused by manure deliveries.
21. Should the Tenant wish to terminate this tenancy then one month's written notice to CAA is required.
22. The Management Committee of CAA reserves the right to amend or add to the above rules at any time.