

NORTH OUTFALL ALLOTMENT ASSOCIATION TENANCY AGREEMENT.

An Agreement made on the day of 201 between:

- (1) The Committee of the North Outfall Allotment Association (“The Committee”) and
(2) (The Tenant)

Of address

Telephone Number:

Mobile Number:

E-mail address:

Whereby the Committee agree to let to the Tenant the Plot of Land (“the Allotment”) situated at:

Plot Number North Outfall Allotments, Bachelor Gardens, Harrogate

subject to the following terms and conditions: -

1. The tenancy will run from the 1st November to the 31st October each year or until terminated in accordance with the rules of the Association.
2. On the signing of this agreement the rent for the current year will become due, a deposit of £10 shall be paid to North Outfall allotment association for a gate key and any relevant shed/greenhouse key this is a returnable deposit once the keys have been returned at the end of the tenancy.
3. The Tenant shall obtain the prior written consent of the Committee to erect any shed or greenhouse on the Allotment.
4. If an application is made to erect a shed and/or greenhouse the position, size and orientation of the proposed structure must be included in the application. If permission is granted the building shall be: -
 - a) Positioned so that no door opens onto any main pathway.
 - b) Maintained in a good state of repair.
5. The Tenant shall maintain the Allotment plot in good condition, clean, and in a good state of cultivation and fertility.

If a Tenant is temporarily unable to maintain the plot to the required standard for any reason (e.g. illness, injury or work commitments etc.) the Secretary must be informed as soon as possible. An estimate of how long the inability to comply is likely to last should be provided. If, in the opinion of the Committee, an Allotment is not up to the required standard and no notification has been given to the Secretary, the Tenant will be advised verbally that the plot must be brought up to the required standard within 14 days. If at the end of that period, the required standard has not been reached the Tenant will be advised by letter that the plot must be brought up to required standard within 14 of the letter. A final letter will result in the termination of the tenancy with immediate effect. All warnings last 3 years, an official record of verbal warning shall be kept, and tenants notified.

6. The Tenant shall not cause any nuisance to the occupier of any other Allotment plot, or to the owners or occupiers of neighbouring properties nor obstruct any path set out by Harrogate Borough Council (the Council) or by the Committee for use by other Tenants.

7. The Tenant shall not underlet, assign or part with possession of the Allotment plot or any part of it without the prior written consent of the Committee.
8. The Tenant shall not without the written consent of the Council cut or prune any timber or other trees or take or sell or carry away any mineral gravel, sand or clay.
9. The Tenant shall keep all hedges, ditches and fences (except the boundary hedges, fences gates and main pathways) alongside their own Allotment plot in good order and state of repair. The Tenant shall also keep the path to the east (i.e. the right-hand side when looking towards the sewage works) of their own plot in good order and repair.
10. The Tenant shall not use firearms on the Allotments (including air rifles and shotguns).
11. The Tenant shall not use any barbed wire, razor wire, or any sharp or dangerous object by means of a deterrent on the Allotments.
12. The keeping of livestock on the Allotment is prohibited. Bee keeping will be allowed providing that the tenant has undertaken a recognised Bee keeping course and has an up to date certificate. The tenant shall obtain the prior written consent of the Committee to erect and place any hive on site.
13. Bonfires are only permitted on specific dates authorised by the Committee. The Tenant shall only burn dry material, smoke must not become a nuisance to other Tenants or nearby householders and any bonfire should not be left unattended. All additional refuse from cultivation must be composted or removed from site.
14. All dogs brought onto the site must kept on a lead, unless under the complete control of the owner. All faeces must be picked up and removed from the site.
15. Any children visiting the Allotment site must be accompanied and supervised by an adult who must accept full responsibility for them at all times.
16. It shall be the responsibility of every tenant to make an appropriate contribution to the Association for such communal work as is reasonably required by the Committee and from time to time the Tenant will be required to help with projects on site.
17. Any shed or greenhouse on the Allotment at the date of the tenancy shall be kept in good repair and remains the property of the Association unless it was purchased from the previous occupant.
18. The Tenant shall not buy or sell from any building any Allotment produce, or carry on any business or trade there from, or store anything on the Allotment not usually connected with horticulture.
19. In the event of the Tenant wishing to terminate this Agreement the Tenant shall give not less than two calendar months' notice in writing to that effect to the committee and shall before the expiry of that notice remove from the Allotment all personal property. Any buildings, greenhouses, crops or chattels left on the Allotment after expiry of such notice shall become the property of the Association and shall be disposed of as the Committee see fit. The Tenant shall not, at the termination of the tenancy, or at any other time, be entitled to claim for compensation except as shall be allowed under the Allotment Act 1950, or any statutory modifications thereto. All site keys remain the property of the association and at the end of this agreement, however terminated, must be returned to the Secretary.
20. In the event of the rent being in arrears by more than 28 days or any other breach of these condition by the Tenant, the Committee may in their sole discretion serve notice in writing upon the Tenant by ordinary post to the Tenants address as given in this agreement requiring the Tenant to rectify the breach complained of within 21 days of the date of the notice, failing which the Committee are at liberty to re-enter and re-possess the Allotment without further reference to the Tenant and in all respects as though

this agreement had not been made, without prejudice to the rights of the Committee in all antecedent breaches of this agreement, If the Tenant shall fail to comply with the notice any building, greenhouses, crops or chattels left on the Allotment after the expiry of the notice shall become the property of the Association and shall be disposed of as the Committee see fit.

21. The Committee retains the right of discretion in connection with any matters relating to sound management of the Site not covered by this agreement.
22. The Tenant shall also comply with any reasonable conditions as may be introduced by the Council from time to time.

I agree to abide by the above conditions and also to those contained in the Constitution of the North Outfall Allotment Association.

A copy of which has been given to me.

Signed: (the Tenant)

Name:

Signed: (for and on behalf of the Committee)

Name: