

Trawden Forest Allotment Association (TFAA)



ALLOTMENT TENANCY AGREEMENT

An allotment is used as a plot of land for non-commercial gardening. For the growing of food plants, so forming a “kitchen garden”. It is wholly or mainly occupied and cultivated by the tenant for the production of vegetables, fruit crops, and flowers for the consumption by the tenant or the tenant’s family.

This is an agreement between **Trawden Forest Allotment Association Committee** andthe Tenant.

The TFAA Committee agrees to let, and the Tenant agrees to hire, as a yearly Tenant from:

Date Commencing: -

Allotment Number(s): -

It is agreed as follows

1. The Yearly Allotment Rent will be subject to annual review by Trawden Parish Council and the TFAA Committee.
2. Allotment area will be used primarily to determine rentable rate.

2. The Tenancy is subject to the following conditions:

- a. The rent will be invoiced in advance on 1st April each year by Trawden Parish Council.
- b. The allotment will be used as an allotment and for no other purpose without the prior consent, in writing, of the TFAA Committee.
- c. The tenant must reside within 1.6 km of the Trawden Parish outer boundary. If a tenant is permitted to reside outside this boundary, the TFAA Committee may give 12 Months notice if the allotment is required for a new tenant who lives within the boundary.
- d. The Tenancy will end on the death of the tenant. The tenant’s surviving family may continue with the tenancy, with the consent of the TFAA Committee and on the signing of a new allotment agreement.

e. The Trawden Parish Council or the TFAA Committee shall accept no liability in respect of any claim whatsoever arising from personal injury to the tenant or any third party and the tenant agrees to indemnify the TPC and TFAA Committee in respect of any such claim made against it.

f. The Trawden Parish Council and TFAA Committee shall accept no liability to the tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.

3. The Tenancy can be terminated by the TFAA Committee, giving one month's notice, if:

a. The rent is in arrears for 40 days or more, whether legally demanded or not.

b. New tenants will have a 3-month probationary period. During which, if the allotment is not kept clean and in a good state of cultivation, unless prior consultation with TFAA Committee has taken place, you will not be entitled to be issued with an improvement notice before termination. After the probationary period the eviction process will be:

Step 1 – A conversation with a committee member as to the suitability of being a tenant and gaining an understanding of your intentions and direction.

Step 2 – Issued with an Advisory Notice.

Step 3 – Issued with an Improvement Notice.

At each step you will also be offered advice and support.

c. The tenant has failed to comply with or within a reasonable time, any notice issued requiring the tenant to remedy any failure to observe the conditions of this agreement.

d. Any report of verbal or written abuse/harassment towards any member of the TFAA committee (who are volunteers) will not be tolerated.

4. The Tenancy can also be terminated by:

a. The TFAA Committee, giving 12 months' notice before 1st April or after 29 September, in any year.

b. The TFAA Committee, giving 3 months' notice in writing, at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvements. This will include any appropriations associated with statutory obligations placed on the TFAA Committee by other agencies.

c. The Tenant, giving 3 months notice, at any time.

5. The Tenant will:

a. Keep the allotment fertile, strimmed and clean, with a minimum two thirds under cultivation, unless otherwise agreed in writing.

b. Not cause any nuisance or annoyance to any other tenant or nearby residents.

c. Not obstruct or encroach upon any path set out by the TFAA Committee for the use of other tenants.

d. Not sub-let or assign, to another person, any part of the allotment.

- e. Not, without the written consent of the TFAA Committee, cut or prune any trees (except permitted fruit trees – see below), or take or sell any mineral, gravel or clay from the allotment site.
- f. Keep every hedge that forms part of the allotment properly cut and trimmed.
Fencing of the allotment is the responsibility of the tenant and must be to the satisfaction of the TFAA Committee, this includes the external fence of the allotment.
- g. Do not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining any path set out by the TFAA Committee for the use of other tenants.
- h. Keep all paths clean and free from weeds, with a minimum width of 40cm (16 inches).
- i. The tenant must not erect any building or structure without the approval of the TFAA committee. This includes any outbuildings or covered storage area. The tenant must also consult with neighbouring tenants before submitting a request to the committee.
- j. Not plant any fruit or other species of tree without the approval of the TFAA Committee. If consent is given, the maximum height of the trees should be 3 metres; all tree branches must remain within the boundary of the host allotment and should not obstruct any pathways. It is the tenant's responsibility to maintain any trees on their plot.
- k. Not place on the allotment any refuse or decaying matter (except reasonable quantities of manure and compost – which must be kept within the confines of a tenant's allotment).
- l. Not place any matter in the hedges, ditches, watercourses or dykes or on any adjoining land.
- m. Ensure that any dog brought into the allotment is securely held on a leash and any fouling is removed. Tenants have a duty of care to each other and to visitors. Dogs MUST NOT be left unattended on any allotment plot.
- n. Not keep any animals or livestock other than hens or rabbits on the allotment without prior approval from the TFAA Committee. Cockerels are not permitted.
- o. Notify the TFAA Committee of any change of address.
- p. Observe and perform any other special conditions, which the TFAA Committee considers necessary to preserve the allotment from deterioration.
- q. Will ensure all pesticides are secured in locked sheds.
- r. When using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife (other than vermin or pests), neighbouring plots and boundaries.
- s. Not to place or keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – in particular no asbestos, building materials, poisons, fuel etc.
- t. Without prior agreement from the TFAA Committee, construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a pond, container, tub or tank containing water above ground level which may be a hazard to any person.
- u. All sheds and structures are maintained in a reasonable and safe condition.

v. On termination of this agreement, the tenant will make arrangements for the removal of all personal property within 28 days, to the TFAA Committee's satisfaction. If the TFAA Committee needs to clear the area on behalf of the tenant, an invoice will be sent to the tenant following the work being carried out.

w. No child is allowed on the allotment unless under the supervision of an adult.

x. Fires are only permitted on allotments any Sunday throughout the year and during daylight hours. Tenants must take responsibility for being considerate to local residents. All fires must be small, controlled and be always attended. Ensure that smoke is not blowing onto the highway or directly at any property. All fires must be completely extinguished before you leave the allotment. Man-made products should not be burned. If there is a decision to extinguish the fire by the TFAA committee, their decision is final.

6. Any officer or member of the TFAA Committee will be entitled, at any time, to enter and inspect the allotment.

7. The Chair may sign any notice or agreement required to be given to the Tenant.

8. This agreement replaces all previous allotment agreements, if any exist, between the TFAA Committee and the Tenant, and if not returned signed within 30 days of receipt, serves as termination of the tenancy.

9. As a tenant you will adopt **Our Vision and Values** of the TFAA which are:

We aim to foster a strong sense of community by growing produce together and sharing knowledge, tips and ideas.

We strive to be engaged, supportive, and aligned with the goals of our association, helping to safeguard the long-term future and continuity of our community.

Allotments never sleep – they require care and commitment throughout the entire year.

Signed & Dated:

(Secretary – Trawden Forest Allotment Association)

Signed & Dated:

(Tenant)