



**AGREEMENT** dated .....

**THIS AGREEMENT is made between Horfield & District Allotments Association Ltd** (hereinafter referred to as 'H&DAA' or the 'Association') and

**Name and Address:**

(hereinafter referred to as the 'Tenant' whether sole or joint, or an 'Associate' as defined in clause 10 below). Both Tenant and Associate become Members of the Association upon acceptance of this agreement.

**Allotment Plot No(s)/ Field(s):**

- 1 This Agreement is subject to the terms and conditions of a lease between Bristol City Council (BCC) and the Association, and the clauses below.
- 2 This Agreement supersedes all other agreements between the Association and the Member (whether Tenant or Associate).

### **Allotment Gardening as a Leisure Pursuit**

- 3 The allotment garden shall be used for growing vegetables, fruit or flowers. Allotment gardening is a leisure pursuit; Members keeping to the clauses of this Agreement have the right to quietly enjoy their leisure.

### **How the Tenancy operates**

- 4 By this Agreement, the Association agrees to let, and the Tenant agrees to rent, the allotment garden plot(s) identified above. A tenancy will be renewed automatically each year provided the conditions in clause 5 below have been met.
- 5 The tenancy shall be subject to the Tenant's payment of an annual rent (at a rate as determined at an AGM) and the Tenant's compliance with the terms of this Agreement, (provided the Association's lease with BCC to occupy the allotment site has not been rescinded).
- 6 Tenants shall also pay an annual Membership fee. An additional Membership fee is payable for a Joint Tenant who must be co-resident with the tenant.
- 7 Payment of rent and membership fees must be made by 14<sup>th</sup> February each year. Plot rents and membership fees are non-refundable.
- 8 A new Tenant shall pay the plot rent within 14 days of notification of the Tenant's allocation.

- 9 The plot cannot be used for the purposes of any trade or business whatsoever. The plot, or any portion of it, shall not be sub-let.

### **Associates**

- 10 A Tenant may wish to have assistance in working a plot. It is important that the proposed assistant (who is not a Joint Tenant) is registered as an Associate by H&DAA. A maximum of 2 Associates per tenancy shall be permitted but this clause will not be applied retrospectively.
- 11 A Tenant shall request the registration of an Associate from the field representatives. The field representatives, together with the plot manager, shall consider, and decide whether to approve, the application.
- 12 Associates shall pay to the Association a non-refundable annual fee (but no rent), at a rate to be determined at an AGM. Payment must be made by 14<sup>th</sup> February each year.
- 13 The Tenant shall be responsible for ensuring that an Associate observes the policies and procedures set out in this Agreement.

### **Responsibility of Members**

- 14 Members of the Association must adhere to all the policies of the Association as laid out in this Agreement or as published (and as amended and restated from time to time) on the H&DAA website. Any substantive change to the policies shall be communicated to members, providing an opportunity for comment, and shall be subject to approval at an AGM.
- 15 Change of any contact details must be advised to the plot manager. Any notice given by the Association in respect of this Agreement shall be considered sufficient if sent to the last known email or postal address of the member.
- 16 The Association is registered as a Company Limited by Guarantee. This status protects members in the unlikely event of the Association being unable to meet its liabilities. To meet the terms of the guarantee every member promises, if the Association is dissolved while they remain a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and liabilities incurred by the Association while the contributor was a member.

### **Cultivation requirements**

- 17 The Association is required by BCC to ensure that the land shall be properly cultivated and kept in good condition.
- 18 Properly cultivated means that the Tenant shall keep not less than two thirds of the plot under cultivation at all times. Any area being left uncultivated (a) must not be causing a nuisance and (b) must be kept free of pernicious weeds. Any provision for wildlife must be consistent with this requirement.
- 19 Further to Clause 18 above, the Tenant must evidence an intention to complete the cultivation of the remainder within a reasonable time. No part of a plot should be set aside as a vehicle parking space.

- 20 Members of the Committee and representatives of BCC shall have power at any time to inspect an allotment plot. Members not cultivating to the satisfaction of the Committee will be liable to have their tenancies terminated. The Committee shall have power to call, in writing, on any member whose plot is in a neglected condition, to remedy the same to their satisfaction within a specific period, as set out in the Association's plot neglect procedure.

### **Maintenance of plot boundaries**

- 21 A boundary path (being any path at the perimeter of the allotment plot) which is between adjacent plots shall be kept between 18" – 24" (45 - 60cms) wide, half of which shall be contributed by each adjacent plot. Paths shall be maintained by the Tenant in good condition.
- 22 Tenants shall keep the hedge cut on the inside of their own plot and any immediately adjacent communal land.
- 23 Any compost, manure or other material deposited on the haulingway should be removed promptly.
- 24 Tenants must provide, fix in a conspicuous position in the front of their plot, and maintain in good condition, a small board bearing, clearly, the plot number.

### **Site and plot access**

- 25 Members may use the boundary paths of other plots only to gain access to their own plot.
- 26 Members must not block haulingways with parked vehicles. Vehicles brought on to the site for loading and unloading must only stay for up to 20 minutes on each occasion. Otherwise, vehicles must be parked in a designated parking space or off-site. Vehicles must adhere to a speed limit of 5 mph.
- 27 Entrance gates, where provided, must be kept closed and locked where required after entering or leaving the site. Lock combinations (or keys where appropriate) should not be shared with non-members.

### **Important dos and don'ts**

*The rules below are more fully described on the H&DAA website. They may be updated from time to time and updates will be published on the website.*

- 28 Dogs are not allowed anywhere on Association sites unless on a lead and must be kept under control at all times. Any dog mess should be cleared up immediately.
- 29 Material such as wood, plastic and metal must only be brought on to a plot if it is to be used quickly and for a specific purpose. Glass and carpets should not be brought on to or used on a plot. Accumulated, unused materials may be regarded as rubbish which tenants can be asked to remove at their own cost.
- 30 Weeds or other allotment garden waste must not be deposited anywhere on the allotment site other than on the Tenant's own plot.

- 31 It is prohibited to use glyphosate and any product containing glyphosate on any allotment plots, paths boundaries or communal areas
- 32 The Tenant shall not take or allow to be taken away from the allotment site any topsoil, turf, grass, clay, sand or gravel.
- 33 Bonfires may only be lit between 1st November and 28th/29th February each year and, even during this period, should be avoided when the smoke is likely to cause a nuisance to neighbouring homes, e.g. at weekends and warm evenings.
- 34 The use of hoses and sprinklers is forbidden. Water troughs shall not be used for washing hands, cleaning produce or tools, or for any other purpose than watering.
- 35 Two-stroke petrol strimmers must be used only between the hours of 10.00am and 12.00pm on any day of the week with a recommended maximum duration of 30 minutes for a strimming session.
- 36 Trees or shrubs should only be planted following discussion with, and approval from, the field representative. No trees or shrubs may be planted which may, in the opinion of the field representative and/or the Committee, be injurious to a neighbouring plot or obscure a perimeter path or hauling way. No existing bushes or trees shall be allowed to hang over neighbouring plots, perimeter paths or a haulingway. Problems resulting from trees or shrubs should be referred, in the first instance, to the field representative.
- 37 Fruit trees should only be planted following discussion with, and approval from, the field representative. The number of fruit trees to be planted depends on plot size and form of growth (e.g. cordon, espalier, bush). Typically, there should be a maximum of 1 for every 2½ perches (i.e. 1 per 62.5sq metres) and only on dwarfing root stock. The extent of all fruit trees must be restricted by appropriate pruning. For the avoidance of doubt this clause shall not be applied retrospectively.
- 38 Any construction (e.g. shed, hut, fencing, support structure, polytunnel) or pond shall only be built on a plot following discussion with, and approval from, the field representative.
- 389 Members must not cause, or permit to be caused, any nuisance or unacceptable behaviour towards any other member or site neighbour or properties. This includes:
- a) The loud playing of radios or other devices;
  - b) Any offensive language or behaviour;
  - c) Any form of verbal or physical harassment;
  - d) Unauthorised access to site or plot
- 40 The Tenant is responsible for the conduct of any other person who may assist or visit the plot.
- 41 Children must be closely supervised at all times. Allotments, haulingways, troughs and ponds can be dangerous places. The Association cannot accept responsibility if children are hurt through non-compliance with this rule.

### **Termination of agreement**

- 42 A tenancy shall be terminated by the Association on 14 days' notice if:
- a) it appears to the Committee that the Tenant has not observed the conditions laid down in this Agreement;

- b) the annual plot rent and/or membership fee has not been paid by February 14<sup>th</sup> each year;
- c) BCC terminates the Association's occupation of the allotment site.

43 Associate membership shall cease if:

- a) the tenancy is terminated;
- b) it appears to the Committee that an Associate had not observed the conditions laid down in this Agreement;
- c) the membership fee has not been paid by Feb 14<sup>th</sup> each year;
- d) the tenant on whose plot the Associate is tied wishes to end the Associate's link to the plot.

44 The decision to terminate a tenancy or membership under Clauses 42a or 43b will be communicated to the member in writing or by email.

45 The Committee may use its discretion in the exercise of its powers under these termination clauses.

46 A Tenant can choose to terminate their Agreement at any time, by contacting their field representative, or the plot manager, in writing or by email.

47 Tenants must yield up their plot, on the termination of their tenancy for whatever reason, in a condition compliant with this Agreement.

48 In the event of death of a Tenant or their inability to work their plot through ill-health or age, the Committee will re-let it, giving special consideration to family and Associates on the plot.