

Tenancy Agreement

The Tenant must:

- keep the plot clean, safe, free from weeds, well manured and maintained in a good state of cultivation. Weeds, grasses and seeds shall be prevented from spreading to other plots. In the first year 1/3 of the plot must be cultivated, then 2/3 in the following yr, the whole plot needing to be cultivated by end of yr 3.
- compost, reuse or remove from site all matter arising from the cultivation of their plot. Pernicious weeds (ragwort, Japanese knotweed) or plants infected with fungal disease should be removed from site.

- assume a duty of care to others on the allotment site, including visitors, trespassers, other Tenants, themselves, family members and wildlife, particularly in relation to:
 - the use of mechanical equipment eg strimmers and rotovators
 - the obstruction of paths, roadways
 - construction of any features on the site, eg ponds
 - safe application and storage of chemicals (eg pesticides and fertilisers) where manufacturer's recommended application and storage methods, rates and precautions must be adhered to and containers properly labelled and disposed of safely.
- use and store tools or other equipment or chemicals with due regard for the safety of others, and not in a way that may cause accident or injury.
- when using any chemicals or fertilisers, take all reasonable care to:
 - ensure that adjoining vegetation is not damaged and make good should any damage occur
 - use chemicals that will cause no harm to members of the public, game birds and other wildlife, other than vermin or pests
 - comply at all times with current regulations eg pesticides must comply with the Food and Environmental Protection Act 1985.
- take reasonable steps to protect the site and its infrastructure, eg paths, water pipes, gates, from damage by their actions – The TA gives the plot holder the right to work on their plot but not elsewhere on site without agreement of the committee.
- keep path (generally on RHS of plot) between allotments at minimum 18 inches wide and in good order, trimmed and free from weeds.
- keep trees on the plot trimmed so as not to cast shadow over neighbouring plots.
- display a notice showing the plot number clearly.
- close and lock the gates after they enter the site and when they leave. Locks and chains are not to be tampered with.
- ensure all dogs are kept on leads and under control and remove dog foul.
- report all incidences of rodent infestation immediately.
- inform the Association in writing of change of address and contact details.
- give the plot up to the Association if the Tenant vacates the plot during the tenancy year.
- allow the plot and any structure on it to be entered and inspected by a member of the management team or any agent authorised by them at any time and to give whatever access is required.
- park vehicles in the appropriate areas and keep to a maximum speed of 10 mph on site.
- comply with any Association policy currently in force or in the future. (eg anti discrimination, health and safety, Technical Advisory Notes)
- be willing to assist the Association to comply with obligations under the lease as far as they are able.
- comply with any directions properly given by or on behalf of the Association.

The Tenant must not:

- have bonfires at any time excepting on November 5th and when the Civic fireworks display is held at the Jubilee Centre. BBQ & chiminea are allowed.
- assign, underlet or part with possession of all or part of their plot.

- not bring or store toxic or hazardous materials or contaminated waste on the site, or use carpet, tyres, underlay, asbestos, barbed or razor wire.
- store materials other than for direct and prompt use on the plot. All such materials must be stored in a safe manner (eg glass for cloches) and must not be allowed to become a hazard or nuisance to others.

- use hosepipes or siphoning devices to remove water from any water trough. Tenants must take every precaution to prevent contamination of water supplies.
- take water from the canal.

- deposit or allow other persons to deposit rubbish, refuse or decaying matter on the plot or the site or the land adjoining the site or the canal or canal bank or to permit anyone else to (except on the plot, for manure and compost required for cultivation).

- carry on any business from or sell produce grown on the plot.

- wilfully damage or steal other Tenant's property or crops.
- use foul or abusive language or threatening behaviour against any other tenant or visitor; the tenant must not harass any other tenant or visitor - harassment being any unwelcome physical, verbal or non-verbal conduct.
- cause or allow any nuisance or annoyance to the Tenant of any other plot or householders adjoining the allotment site.

- without the permission of the Lettings Officer, do any of: plant trees or hedges; erect permanent fencing or other barriers on or around their plot; erect a building or greenhouse; keep animals on the plot.
- grow plants that may produce illegal substances or use the plot for any illegal or immoral purpose.

- bring or allow others to bring any weapons (e.g. air rifles) onto the site.
- leave any vehicle, trailer, caravan or similar equipment on the site overnight.
- use the site in any way for overnight accommodation.
- trespass on other plots or allow any person authorised or accompanied by the Tenant to trespass; children must be under adult supervision at all times.
- remove any mineral, gravel, sand, earth or clay from the site.
- copy keys or distribute keys to any other person.

Tenancy gives the tenant the right to work solely on the plot or plots rented by him or her, and nowhere else on site without the express consent of the committee.