HAA Gardening Club Tenancy Agreement

AN AGREEMENT made the 2022 BETWEEN
(1) Haslemere Allotments Association (hereinafter called the HAA Committee) and
(2)
of

hereinafter called ('the Tenant')

WHEREBY IT IS AGREED as follows:-

1. The HAA Committee agrees to let and the Tenant agrees to take a tenancy of Gardening Club allotment plot number **GCXX** at Haslemere Allotments from **01 February 2022** to **30th December 2022.** The tenancy may be renewed at the discretion of HAA.

The rental of £25 per year or part of a year is payable in advance.

2. The Tenant agrees with the HAA Committee:

a) To pay the rent reserved in advance and without deduction.

b) To cultivate the plot only for the production of fruits, vegetables and flowers for domestic consumption and for no other purposes. There may be no perennial plants, trees, paths, ponds, seats/seating areas, fences or structures (sheds, polytunnels, greenhouses, children's play equipment, compost heaps) on the GC plot.

c) To keep the plot clean and free from weeds and maintained in a proper state of cultivation and fertility. To respect the boundaries of the GC plot and not to encroach in any way on areas outside them.

d) The Tenant is jointly responsible, with other GC plot holders on plot XX, for the maintenance of all communal areas and structures including communal paths, which should be kept reasonably free of weeds and long grass, and any shared shed, pond, cultivated bed, seating area and compost area within the plot.

e) To be aware of and respect the Tenancy Cultivation guidelines published on the HAA website www.haslemereallotments.org.uk

f) Not to bring onto the site any rubbish, refuse or decaying matter other than manure or compost in such quantities as may be reasonably required for cultivation.

f) Not to cause or permit any nuisance or annoyance, or obstruct or encroach on any communal pathway or roadway provided for the use of the plot holders. Footpaths between plots should be 45 centimetres in width and the central paths along the site 1 metre wide.

g) To behave in an appropriate manner at all times. Not to enter another tenant's plot without permission or steal property, plants or produce from other plots. Not to act in an abusive or aggressive manner towards other occupiers of the allotment site, officers, agents and trustees of the landlord Pathways.

h) Barbed wire is not permitted on the site for any purpose.

i) Not to connect any hosepipe to stand pipes. Connecting a hosepipe to a standpipe is a breach of the 1999 Water Regulations and subject to a fine of up to £1000—a fine payable by the Tenant concerned, not HAA or Pathways. Water is available every year from 01 May to 30 September.

j) To comply at all times during the tenancy to all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations regarding the allotment.

k) To indemnify the HAA Committee and the landlord Pathways from all claims whatsoever arising from his/ her occupation of the Allotment.

l) To indemnify the HAA Committee and Pathways against any costs or expenses incurred by the HAA Committee or Pathways in respect of repairs, or for loss or damage caused, to any part of the Allotment or to any structure or item thereon, caused by his/her act, neglect or default.

m) Not to permit or allow domestic animals to run freely on the Allotment.

n) To maintain the security of the allotment garden by relocking the gates after use including whilst in the allotment. The Tenant should not offer access to any individual unless they know them to be a plot holder. The Tenant must not change, substitute or tamper with any authorised lock or to add an unauthorised lock or fastening device on the site gates.

o) Not to bring onto the plot nor use any illegal chemical agents or any products prohibited by Pathways. If required the Tenant agrees only to use quantities of herbicide or insecticide deemed reasonable for the size of the plot and season of the year and to use these in accordance with the manufacturers 'recommendations. They are to be kept in a safe condition at all times.

p) Not to sublet, assign or part with possession of the allotment or any part thereof. (Note: A person sharing an allotment plot with the Tenant, with or without the agreement of the HAA Committee, has no right to the allotment plot when the tenancy expires)

q) Not to keep any livestock, including bees, on the site.

r) Not to allow children aged 12 or under onto the allotments unless accompanied and supervised by the plot holder and not to allow them, or any other visitor, to trespass on other plots. The tenant must accompany all visitors to the site.

s) Bonfires are not permitted on Gardening Club plots or on the communal plot within which they sit.

t) Not to use the allotment for residential purposes.

u) That any Pathways Trustee, officer, agent or HAA Committee member shall at all times have the right to enter and inspect the Allotment.

v) To inform the HAA Committee immediately of any change of his/her address by writing to: Haslemere Allotments Committee enquiries@haslemereallotments.org.uk

w) To contribute to the maintenance of the communal areas of the allotment site by attending at least three Maintenance Mornings during a tenancy year, or making an equivalent contribution at other times.

3. **THE TENANCY MAY BE TERMINATED** in any of the following ways: -

a) At any time after the first three months of the tenancy if the Tenant fails to cultivate 100% of their GC plot.

b) If the tenancy has reached its end date and is not renewed by the HAA Committee. The Tenant understands that Gardening Club plots are probationary. A Gardening Club plot is not a guarantee of progression to a half plot. In exceptional circumstances Gardening Clubs plots may become long term tenancies; this is entirely at the discretion of the HAA Committee.

c) If the Tenant is offered a half plot tenancy. If the HAA Committee does offer the Tenant a half plot, the Tenant can accept or refuse it. If the tenant refuses a half plot tenancy, they must relinquish their GC tenancy with one month's notice.

d) On the rent day next after the death of the Tenant.

e) The Tenant giving notice at any time.

f) By repossession by the HAA Committee after giving four weeks' notice in writing to the Tenant:

I. If the rent or any part thereof is in arrears for not less than twenty-eight days whether legally demanded or not, or

II. If it appears to the HAA Committee that there has been any single breach of the conditions on the part of the Tenant contained in this agreement.

g) On completion of a notice period, all keys must be returned to the HAA Committee and on termination of the tenancy, the Tenant will relinquish title to any tools, produce or plants left on the plot. The Tenant must return the plot in such condition as shall be in compliance with the conditions contained herein this Agreement.

4. **NOTICES**

a) Any notice required to be given by the HAA Committee to the Tenant will be deemed to have been served if signed by an authorised officer of HAA and either handed to the Tenant in person or sent to the last known address.

b) Any notice required to be given by the Tenant to the HAA Committee will be deemed to be served if signed by the Tenant and sent to Haslemere Allotments Committee enquiries@haslemereallotments.org.uk

5. **DISPUTES**

a) In the case of a dispute between the Tenant and any other Tenant of the Allotment the decision of the HAA Committee will be final and binding on both parties.
b) In the case of a dispute between the Tenant and the HAA Committee, the matter will be referred to an independent arbiter from another local allotment site committee, and they will make the final and binding decision.

6. **THE AGREEMENT**

a) The HAA Committee hereby reserves the right at any time during the continuance of this Agreement to vary the written terms of it and upon such variation shall give notice to the Tenant in writing within twenty-eight days of the variation.

c) The HAA Committee hereby reserves the right to increase the rent on giving the Tenant at least twenty-eight days prior notice in writing.

SIGNED BY THE TENANT_____ **Date** _____

Print Name: _____

SIGNED ON BEHALF OF THE HAA COMMITTEE

_____ **Date** _____

Print Name: _____

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