

**TENANCY AGREEMENT FOR WELLINGTON  
FIELDS ALLOTMENTS, EGG LANE, HIXON**

This Agreement is made on the ..... (day) of ..... (month).....(year) between Wellington Fields Allotments (hereinafter called WFA), and its Management Committee (hereinafter called the Committee) on the one part, and .....(name) of ..... (address) (hereinafter called the Tenant) on the other part.

**WHEREBY**

1. The WFA shall let to the above as a Tenant, a tenancy of an allotment garden of approximately 300/150/75/50/30 square metres (*delete as necessary*) and numbered ..... in the WFA's Allotment Register. The plot is let to the named individual above and cannot be sublet to any third party in part or whole without the prior written permission of the Committee.
2. The WFA shall let the Allotment to the tenant for a term of one year commencing on the 17<sup>th</sup> day of February in each year and thereafter from year to year unless otherwise determined in accordance to the terms of this tenancy. The annual rent for the plot detailed in Clause 1, is (*insert rent*) **payable by the 17<sup>th</sup> day of February** each year and will be reviewed annually at the AGM.
3. Any tenancy started at any other date, other than the 17<sup>th</sup> of February, shall pay a rental calculated on a pro rata basis, or as otherwise determined by WFA.
4. The tenancy may be terminated by either (a) one party to this agreement serving on the other at least 3 months written notice to quit, expiring on 17<sup>th</sup> February. Except for breach of the general provisions accepted herein, if the WFA shall terminate the tenancy, the tenant may be entitled to compensation provided by the Allotments Acts, 1908-1950; or (b) by re-entry as provided in Clause 11 of this agreement.
5. Except for breach of the general provisions accepted herein, if no notice has been served by either party as provided by Clause 4, the tenancy shall roll forward for a further 12 months.
6. Failure to pay the annual rent in full by 30 days after the due date will be regarded as an intention to terminate the tenancy.
7. Upon entering into the tenancy, the tenant shall be a resident of the Parishes of either Hixon, Stowe-by-Chartley, Gayton or Weston.

8. The tenancy can be terminated by WFA by serving one month's written notice if :-

a. the full rent is in arrears after 30 days.

b. three months after the commencement of the tenancy, the tenant has not observed the rules referred to in Clause 12.

9. On termination of any tenancy, the tenant shall be responsible for the removal of any structure erected on the Allotment. The tenant is to ensure that this is done prior to the actual termination date, unless otherwise agreed by WFA.

10. If a Tenant shall be in breach of any of the provisions contained in Clause 12 of this agreement for a period of thirty days or longer, the WFA may re-enter the allotment plot of that Tenant and the tenancy shall thereupon come to an end, but without prejudice to any right of the WFA to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid. The tenant shall be precluded from re-applying for membership for a minimum period of three years and/or at the discretion of the Committee. In case of emergency the WFA may enter upon any part of the allotment without notice.

11. The WFA shall have rights of re-entry of the allotment under the provision of the Allotments Acts, 1908-1950.

12. The tenancy shall be subject to the strict observation by the Tenant of the Rules of WFA as attached in Appendix 1. WFA withhold the right to amend the Rules on an annual basis following consultation and agreement at an AGM.

13. The tenant shall, on signing this agreement, have deemed to declare that they have read and understood and will abide by the WFA Constitution and Rules which, along with other legal documents pertaining to Wellington Fields Allotments, are available at:-

<http://www.wellingtonfieldsallotments.org/>

\* \* \* \* \*

**This Tenancy Agreement supersedes all previous agreements.**

Signed ..... (Tenant) Date .....

Signed ..... (for WFA) Date.....

## **Appendix 1**

### **Wellington Fields Allotments Rules**

- (a) The allotment garden must be properly cultivated throughout the growing season and free from weed, noxious or illegal plants and gardening waste not contained in a composter.
- (b) The allotment plot is let for the use of non-commercial gardening, growing and cultivating, the keeping of livestock or poultry is not permitted.
- (c) The Tenant shall maintain in decent order all pathways bordering their allotment and shall trim and keep in decent order all hedges and verges forming any boundary of the same allotment. Any disputes over boundaries, etc. shall be settled by the WFA Committee.
- (d) The Tenant shall not erect any building or any other structure exceeding 1.8m length x 1.2 m width x 2.1 m height and without the written permission of the WFA Committee.
- (e) The Tenant shall not cause any nuisance or annoyance, in any manner whatsoever, to any other tenant and on any part of the allotment site.
- (f) The Tenant shall not obstruct or permit the obstruction of the paths of the allotment site set out for the use of the tenants of the allotments.
- (g) Fires must be contained in an incinerator with a lid and supervised while alight. Portable barbecues are permitted, as is the use of burners, but consideration must be given to other plot holders and the neighbouring community. Fires must not be left unattended and all must be extinguished before the Tenant leaves the site.
- (h) The Tenant shall not bring any dogs on to the allotment site unless they are on a leash and under close control at all times and they follow the code of conduct for dogs as displayed on the WFA noticeboard at the site.
- (i) The Tenant shall park their motor vehicle in the designated parking area to the left and right of the main entrance. Vehicles may be parked adjacent to individual plots for unloading purposes only and then returned to the designated parking area.
- (j) The Tenant agrees to ensure that they shut the gate and lock the combination padlock to secure the site when they are the last person to leave the allotment site.
- (k) The tenant may water their plot using a watering can only. Hose pipes may not be used as they restrict water use for other tenants.
- (l) Any fencing between plots must be of an open construction and a maximum height of 0.6 m. Barbed wire is not allowed.
- (m) The use of non-organic pesticides and herbicides is not permitted, although organically certified controls are allowed. Systemic weed killer (i.e. Glyphosate) is permitted for use on paths, but applications elsewhere should only be with prior permission from the committee.

(n) Any trees must be of a dwarfing root stock and must not reach more than 2 metres in height. Consideration must be given to neighbouring plots with shading and root invasion.

{o} The tenant shall permit the inspection, at all reasonable times, of the allotment garden by any officer of the WFA Committee.

{p} Observe any amendments or additions to the rules which are brought to the attention to tenants in writing at any time by the WFA Committee.