

THE INGATESTONE ALLOTMENT ASSOCIATION

has been established to operate the allotments in the best interest of the plot-holders by the plot-holders.

Allotment Tenancy Agreement – Terms & Conditions

1. **Rental** The annual rental is payable in advance with effect 1 October. Payment to be made either by cash or cheque to the Membership Secretary, Ingatestone Allotment Association, within 30 days. **No reminders will be sent** and failure to pay within 30 days may result in termination of the tenancy. Late payments will be subject to a surcharge of £20 net. The Membership Secretary should be notified of any change in address.

2. **New Tenants** All charges are payable in advance. New tenants will pay a deposit of £50 which is returnable should they vacate the plot in good condition. A probation period of 12 weeks is granted to new tenants. Failure to utilise the plot in this period will lead to cancellation of the tenancy with no refunds made.

3. **Public Liability Insurance** This will be paid by the Association and the cost met from rental income.

4. **Water** Water charges are shown above. Tenants may not make hose connections to the water supply. Good housekeeping entails not washing boots, tools or vegetables in the water troughs to reduce the spread of disease.

5. **Plot Maintenance** Plots should be well maintained, tidy and free of weeds. At least 75% of a plot should be cultivated and kept in good order. Failure to maintain a plot in good order will result in the tenant being given 40 days to correct any deficiency. Failure to do so will result in termination of the tenancy. No rebate of rental is given. Allotments are to be used for the growing of vegetables, fruit and flowers for personal use only. Each tenant is expected to maintain their own paths and the external boundaries of their plot.

6. **Recycling** Tenants are encouraged to compost organic waste, where possible, rather than burn. No weeds, grass or any vegetable matter to be disposed of within the boundaries of the two sites.

7. **Restrictions** Bonfires are allowed at present but the following guidelines apply:

- Bonfires can only be burned from dusk and should never be left unattended
- Fires should not be lit when smoke will inconvenience other plot-holders
- Fires should not create smoke which will annoy neighbours to the site
- No fires should be left burning once the tenant vacates the site
- Only waste generated on the plot should be burnt

Complaints made about bonfires will be considered by the Committee and, if necessary, a tenancy may be terminated if compliance to the rules is ignored. Bonfire etiquette is basically just good manners.

No barbed wire is permitted nor any broken glass or other material which may injure those on the site.

Asbestos is banned.

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8. Chemicals The use of chemicals should not in any way affect neighbouring plot-holders, pets, game birds or wildlife other than vermin not protected by law.

9. Children and Dogs Children must be supervised at all times as must dogs. Dog waste must be cleared up by the owner. Dogs must be controlled and present no threat to others.

10. Bees Bees may be kept with the permission of the Committee at a specified location.

The beekeeper must have been assessed for the BBKA Basic Certificate and retain Third Party Liability Insurance.

11. Structures Prior to erection of sheds/greenhouses/polytunnels, permission should be obtained from the Committee. No structure should cover more than 20% of a plot.

12. Trees and Shrubs Trees and shrubs should not become a problem to other plot-holders nor should they encroach upon pathways.

13. Vehicles Vehicles should be parked in a responsible manner. Access to both sites requires much caution. Large vehicles are only allowed on site with the permission of the Secretary.

14. Termination Either party may terminate the tenancy by giving six months' notice. Any sheds/greenhouses, tools and crops must be cleared within 14 days and if not the Secretary may dispose of them.

15. Eviction Procedure Any plot-holder failing to meet the conditions of this agreement will be given a written warning. Should the plot-holder fail to respond to the warning a 40 day notice of termination will be served. Eviction of plot-holders will be avoided if at all possible.

16. Health and Safety All tenants must exercise a duty of care whilst on the sites and report any concerns to the Committee. For the benefit of all, we require the last person to leave the site, at any time of the day, to secure the gate.

17. Sub-letting Sub-letting is not allowed and would result in an eviction notice being served.

18. NSALG All plot-holders are enrolled in the National Society of Allotment & Leisure Gardeners Ltd.

19. Notice Boards Site Notice boards are not for general use unless permission is granted by the Secretary.

20. Inspections Any Committee Member shall be entitled at any time to enter and inspect the allotment.

21. This agreement supersedes any other agreement currently in force.

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