



Terms and Conditions of the sub-tenancy.

1. The sub-tenant agrees as follows:-

- 1.1 To comply with the Association rules and with any conditions imposed by the Council.
- 1.2 To use the allotment in accordance with the Allotments Acts 1908 to 1950 i.e. for private and non-commercial cultivation of fruit, vegetables and flowers. While surplus produce may be donated to individuals or groups, **under no circumstances is the allotment to be used for the purposes of commercial cultivation (produce may not be sold or used in commercial premises).**
- 1.3 To maintain the cultivation and fertility of the allotment keeping it and any adjacent paths, free from rubbish and weeds, to the satisfaction of the Association.

Paths between plots are to be maintained as grass. No weed suppressant membrane, carpet or other materials are to be laid on these paths. Woodchip may be used but only by prior approval of the committee.

Sub-tenants are also encouraged to participate in the occasional working parties to help maintain the site, dates of which are advertised on the site notice boards.

- 1.4 To use the allotment in a responsible manner and to take precautions to prevent any annoyance of or disturbance to the sub-tenants of adjoining allotments, or the residents of adjacent houses.
- 1.5 Not to damage or interfere with any of the boundary fences and hedges or the gates and locks at the site entrances.
- 1.6 To pay rent annually in advance on or before the 1st January in each year.

- 1.7 To gain access to the site by the authorised means only and to ensure that the gates are padlocked at all times and not make any other means of access to or exit from the site without the written permission of the Association.
- 1.8 To park vehicles only on the designated car park adjacent to the Cambridge Avenue entrance. To also ensure caution and observe the “one-way, anti-clockwise” rule when driving on the site. The Association accepts no responsibility for vehicles on site.
- 1.9 To permit officers of the Association or the Council or any other person authorised or permitted by them to enter onto the allotment at all reasonable times for the purpose of inspecting the same.
- 1.10 Not to erect any structure on the site without the written permission of the Association and, at the termination of the sub-tenancy, to remove the same without cost to the Association. Any newly-erected shed, greenhouse or polytunnel must conform to the maximum size prescribed by the Council (currently 8’ (length) x 6’ (width) x 7’ 6” (height)) unless otherwise approved by the Association and should be constructed of new material. Care should be taken not to shade or overshadow adjacent plots. No structure should be built on a permanent base. The Association can require any structure to be removed without compensation.
- 1.11 Not to use the allotment for keeping or rearing any livestock or insects without the written permission of the Association and not to bring any dog onto the site unless it is kept on a lead or properly tethered at all times.
- 1.12 No trees are to be planted on a plot except fruit and nut trees. These must be planted a minimum of 1 metre inside a plot boundary. Only rootstock that keeps the height to under 4 metres is permissible. The Association can remove any tree without compensation.
- 1.13 Commercial weed suppressant membrane may be used to cover fallow arable ground for up to one year. It may also be used as a weed suppressant around crops and as the base for paths on plots (this excludes paths between plots – see clause 1.3). Carpet and other products not designed for this purpose are not to be used and may be removed without notice.
- 1.14 Not to erect or display any advertisement of any kind, other than the requirement to display the plot number.
- 1.15 Not to assign, sub-let, or part with the possession of the allotment without the written permission of the Association.
- 1.16 Not to take any plant or produce or any item from any plot not rented by them or from communal areas without permission from the plot holder or

a committee member (as appropriate). This includes all family and friends assisting a sub-tenant (responsibility for their activities while on site rests with the sub-tenant). Contravention of this will result in the sub-tenant losing their tenancy without reimbursement and being required to vacate their plot with immediate effect

- 1.17 Not to cut or prune any established trees without the written consent of the Association other than fruit trees and the removal of self-set saplings.
- 1.18 Not to take, sell, or carry away or permit to be taken, sold, or carried away, any timber, mineral, gravel, sand, clay, turf, or soil.
- 1.19 Not to burn any material on site by means of bonfires or incinerators.
- 1.20 To be responsible for ensuring the safety and security of the plot, ensuring it is free from hazard and damaged or faulty equipment. Plotholders must not store any potentially explosive, inflammable or corrosive material or liquids, or use any dangerous materials such as barbed wire, asbestos etc. on the site.
- 1.21 Plotholders are responsible for their own tools, outbuildings and personal possessions and their own safety and that of any children in their care.
- 1.22 Rubbish should be taken away for disposal and not left in communal or uncultivated areas. The Association will arrange for skips to be on site from time to time to facilitate the disposal of large items.
- 1.23 Watering must be done by watering can only. **Under no circumstances should sub-tenants interfere with the water supply or attach a hosepipe to any part of the water system.**
- 1.24 To observe and perform any other conditions, which the Association may from time to time approve or consider necessary for preserving the allotment site from deterioration, notice of which is given to the sub-tenant in accordance with this agreement.
- 1.25 To make arrangements for the return of the entrance keys (either to the site office or the Secretary) and to remove any personal items from the allotment within 7 days of cessation of the sub-tenancy.

2. The sub-tenancy may be cancelled:

- 2.1. By twelve months or longer notice in writing to quit from the Association expiring on or before the 6th day of June or on or after the 29th day of December in any year.
- 2.2. By re-entry by the Association if the rent is in arrears for not less than 21 days after the annual payment date.

- 2.3. By re-entry by the Association after four weeks notice in writing from the Association if the sub-tenant shall contravene or neglect to comply with any part of this agreement. In this case the Association is not required to make any payment to the sub-tenant by way of compensation or abatement of rent.
- 2.5. Upon the death of the sub-tenant.
- 2.6. By the sub-tenant giving to Association twelve months notice in writing expiring on or before the 6th day of June or on or after the 29th day of December in any year provided that the Association may at their discretion accept such notice as may be appropriate in the circumstances.
- 2.7. Upon the cessation of trading, or liquidation of the Association.
- 2.8. On the termination of the sub-tenancy under paragraph 2.1.the sub-tenant shall be entitled to recover from the Association compensation for disturbances and for growing crops and manures amounting to one year's rental or proportionately in the case of part of the land.
- 2.9. The Association shall be entitled to recover compensation from the sub-tenant for any deterioration of the land on the termination of the sub-tenancy if the sub-tenant has failed to keep the allotment clean and in an acceptable state of cultivation and fertility.

3. General

- 3.1. By joining the Association a plot holder gives the Committee permission to share a plot holder's personal details, such as name, address, email, for the purpose of managing the Association's business.
- 3.2 Any notice or permission given under this Agreement by the Association will be in writing, signed an officer of the Association or a person appointed by the Association. If given by the sub-tenant it should be signed by him/her for the attention of the Secretary of the Association.
- 3.2. Any notice will be served on the sub-tenant either personally or by post or email to the sub-tenant's last known address or email address or by fixing the same in some conspicuous manner on his allotment.
- 3.3. The Association may, subject to a majority decision taken at a Committee meeting, agree to vary the terms and conditions above, as necessary.

Working Your Plot: What is a “reasonable standard of cultivation”?

The following 5-point checklist of standards of cultivation has been agreed by the membership (AGM May 2012) and clarified following a Committee review (May 2021).

Please refer to these points as you work on your plot. In May, July and October, members of the committee will carry out a plot audit of the site to ensure that reasonable standards are being maintained.

1. Is the plot number clearly visible?
2. Does it look as if at least 75% of the plot is being actively worked?

Actively worked is defined as growing vegetables, fruit or flowers. It also includes:

- (i) removal of weed seed-heads before the seed has set;
- (ii) control of pernicious weeds, such as those that spread through the extension of roots or by generating new plants from growing tips in contact with the soil;
- (iii) removal of long grass or detritus that is likely to harbour slugs and snails

3. Allowing for a small part of the plot of not more than 10% being set aside by the plot holder for environmental purposes, e.g. wild flowers for pollinating bees and insects, are unworked areas strimmed/covered?
4. Is the plot free of rubbish, and are potentially harmful items, e.g. glass, metal, wood which may be recycled/reused, safely stored?
5. Are access paths around the plot free of obstructions and maintained (grass trimmed, plants not overgrowing from the plot)?