



XYZ ALLOTMENT SOCIETY

Garden Plot

# TENANCY AGREEMENT

LANDLORD'S COPY

An Agreement made this  Day of  20

Between

(full name of the The Plot-holder)

Of

(The Plot-holder)

Of the one part ; (hereinafter referred to as **The TENANT** of this document)

and

**XYZ Allotment Society**

(hereinafter referred to as **The LANDLORD** of this document),  
of the other part

WHEREAS The LANDLORD and the TENANT agrees to take  
on an yearly tenancy from

Day of  20

For

Allotment No.   
(insert)

at the initial  
annual rent of: £ (insert)

At (insert)

Payable in advance and at a proportionate rent where applicable  
equal to one twelfth of a year for any part of a year over which the  
Tenancy may extend.

In this agreement **The LANDLORD** means XYZ Allotment Society. **The TENANT** means the Allotment Garden Plot-holder. The **LANDLORD PARAMOUNT** means . The **PARTIES** means the two parties who have entered into this agreement that is to say The LANDLORD and The TENANT.

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## Jurisdiction

This agreement is bound by and subject to the provisions of the (insert) that is extended to The LANDLORD by the LANDLORD PARAMOUNT. In all matters associated with this Tenancy Agreement The TENANT must adhere to the clauses and conditions set out in the LANDLORD PARAMOUNT's (insert) Agreement with The LANDLORD.

The Parties by entering into this agreement submit to jurisdiction in the County Courts of England and Wales for adjudication of any disputes and/ or claims between the parties under this agreement.

Wherever possible unless it directly contradicts or opposes the terms of the (insert) from the LANDLORD PARAMOUNT this Agreement is subject to the Allotments Acts 1950; to any Regulations indorsed to or on this Agreement; guidelines recommended by the National Society of Allotment and Leisure Gardeners Limited; and to the following

## Conditions and Rules :

1. The rent shall be paid by the  year
2. The LANDLORD shall cause the Allotment Gardens only (that is to say wholly or mainly for the purpose of growing fruit crops and flowers for consumption and display for the use of the family) and for no other purpose
3. Any and all Tenants shall keep their plots properly weeded and in a good state of cultivation and in a well manured condition. At least three quarters of the plot shall be in use at all times
4. The TENANT shall not cause any nuisance or obstruct any path set out in the Allotment Gardens and adjoining plots.
5. In any allotment letting agreement that The TENANT shall not share or part with possession of the Allotment Garden or of any part thereof without the express written consent of (insert) who, for the purpose of this Agreement is, and shall remain, the LANDLORD PARAMOUNT. The TENANT can share their plot with a helper but The TENANT is responsible for all activity by the helper/ plot-sharer. The plot-sharer must be a fully paid up associate member of The XYZ Allotment Society.
6. The LANDLORD shall see to it that The TENANT shall not, without express written consent of the LANDLORD PARAMOUNT, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, clay or earth.
7. The LANDLORD shall see to it that The TENANT shall not keep any livestock on the allotment except that permitted under Statute without the prior express written consent of the Landlord and, if required, that of the LANDLORD PARAMOUNT.

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8. The LANDLORD shall see to it that Tenants shall keep every hedge which forms part of the boundary of the Allotment Gardens properly cut and trimmed, shall keep all ditches properly cleansed and maintained, and shall keep in repair any other fences and any other gates and sheds on Allotment Gardens.
9. The LANDLORD shall see to it that The TENANT shall not use any barbed wire for a fence adjoining any path set out by The LANDLORD for the use of the members of the Allotment Gardens.
10. The LANDLORD shall see to it that The TENANT shall not, without the written consent of The LANDLORD, erect any building on the Allotment. The size of any building shall be in accordance with the recommended sizes for allotment buildings as set out in the Code of Practice for Allotment and Leisure Gardeners (NSALG) and which shall be permitted without local authority building approval. The maximum size of any building shall be: Plot-holder's shed twelve square metres. A greenhouse ten square metres. A polytunnel thirty square metres, exceptions being permitted in accordance with **section 12 Allotments Act 1950**. The TENANT shall not erect any building on or before expiry of the Tenancy. All buildings and other structures laid out in the Land Lease Agreement between The LANDLORD and The TENANT shall be the LANDLORD PARAMOUNT.
11. At any time, any official representative of The LANDLORD will be entitled to enter onto, and inspect, any plot occupied by The TENANT or shed, or greenhouse or polytunnel on site.
12. The Tenancy shall terminate whenever the Tenancy or Right of Occupation shall terminate, or where the rent is in arrears for not fewer than three months, or where The TENANT is not duly observing and/or carrying out the terms of the Tenancy.
13. In the event of notice to quit will be given in writing to The TENANT.
14. The Tenancy shall also be terminated by The LANDLORD, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25<sup>th</sup>** (Lady Day) or not earlier than **September 29<sup>th</sup>** (Michaelmas) in any year. By virtue of **section 1 (1) (a) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.
15. At determination of the Tenancy The TENANT will return the plot/plots occupied by The TENANT to The LANDLORD in such a state as meets the conditions of this agreement and that any tools or implements brought on the site by The TENANT are removed.

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**16 TENANCY RULES**

***THE TENANT:***

- 16.1 Agrees to conform to the following rules as part of his/ her agreement with The LANDLORD. Persistent and willful disregard or the flaunting of any of the following rules will, if proven, result in immediate termination of the Tenancy by The LANDLORD whose decision shall be final.
- 16.2 Must pay the annual rent and any membership fees due in full and by the deadline. The rent is paid in advance and without deduction, unless otherwise agreed with THE LANDLORD
- 16.3 Agrees to abide by the terms of XYZ Allotment Society's Constitution and its Rules and any other associated Rules and Regulations.
- 16.4 Agrees to abide by the terms of any lease agreed between the Tenant and the LANDLORD PARAMOUNT.
- 16.5 Must not assign, underlet or part with the possession of the plot or any part of it without prior consent of The LANDLORD.
- 16.6 To avoid confusion, will ensure that the plot number is clearly displayed on the plot.
- 16.7 Must tell The LANDLORD when the plot is to be changed. (Failure to do so could result in termination of the Tenancy.)
- 16.8 Should always attend the plot when possible.
- 16.9 Must agree that the plot is for personal and family use only. Tenants must not sell the plot (unless for the benefit of charity or The LANDLORD) for any illegal or immoral purpose.
- 16.10 Only Tenants specifically invited by The TENANT are to be allowed on the plot.
- 16.11 Must interact with other Tenants in a friendly and harmonious manner with their neighbours regardless of their race, gender, disability, age, sexual orientation or religion.
- 16.12 Must ensure that any nuisance, annoyance or harassment (relating to race, gender, disability, age, sexual orientation, religion or other matter) to any Tenant, if proven, will result in immediate termination of the Tenancy by The LANDLORD whose decision shall be final.
- 16.13 Will NOT allow children to play, or walk, on other people's allotment plots without their permission. No child under the secondary school age of 11 years is allowed on the site unless he/ she are supervised by an adult. Children must be supervised within the confines of the Garden Plot occupied by The TENANT.

**SPECIMEN**

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- 16.14 Understands that The LANDLORD has the right to refuse admittance to any person other than The TENANT or member of his/ her family unless accompanied by The TENANT or member of their family.
  - 16.15 Agrees that any case or dispute between The TENANT and any other Tenant on the allotment site will be referred to The LANDLORD and the Landlord's decision will be final.
  - 16.16 Is made aware that The LANDLORD holds public liability insurance covering all tenants and visitors, however common sense must prevail and tenants have a duty of care to be mindful of themselves, fellow tenants and any visitors.

### 17 SITE MAINTENANCE AND CARE

- 17.1 **Paths, fences or boundaries** should not be obstructed. The TENANT must look after them. The TENANT must not cause damage or annoyance to the occupier of any other plot. No structure or encroachment on any path or access roadway for the use of the occupiers of the allotment garden.
- 17.2 The **weeding and the maintenance of any shared paths** is your responsibility. You are responsible for the upkeep of any communal/public paths that border your plot.
- 17.3 **Composting** is encouraged on individual plots or in a communal heap.
- 17.4 **Your plot MUST** (wherever possible) and well cultivated. All plots occupied must always be in a clean, well-manured; three-quarter tree state using techniques which do not cause damage to the site.
- 17.5 **Waste** should be removed where possible or taken away along with any other material and disposed of safely. The LANDLORD encourages recycling where possible.
- 17.6 **Planting** is only allowed providing they are 'dwarfing' varieties. Please consider the eventual height/spread of what you are planting and its possible impact on neighbouring plots (casting shade, root spread). Fruit bushes are fine. Wherever possible fruit tree height should be limited to 8 feet (2.4 metres)
- 17.7 **Huts and structures** such as greenhouses, sheds or hen houses are allowed as long as they do not cause a nuisance to any other plot holders, for example blocking paths or light. Permission for construction should be sought for buildings over 12 M sq. (approx 4m X 3m). They must be safe and well-maintained. They must also be in character with the rest of the site. The LANDLORD is not responsible for any loss or damage to/by your shed or its contents. Tenants are responsible for their own insurance in this respect.
- 17.8 **Gates to the site should be closed at all times and locked** (where appropriate). The TENANT must not change, substitute or tamper with any of The LANDLORD's authorized locks, or to add an unauthorised lock or fastening device on the site gates.



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- 17.9 **Chemical weed-killers and other toxic herbicide and pesticide** use are actively discouraged and any use of such methods will be closely monitored by The LANDLORD. Organic preparations are acceptable.
- 17.10 **Poultry and bees.** The LANDLORD has no objection to the keeping of **hens, and bees** on the allotments (for the allotment holders own use only), but no other livestock. They must be well looked after, kept clean and not cause a nuisance to any other plot holders. This is wholly reliant on the LANDLORD PARAMOUNT giving individual permission for such activity. Written permission must be sought from THE LANDLORD to keep poultry, or beehives on The TENANT's allotment garden plot. Permission will then be sought from the LANDLORD PARAMOUNT on The TENANT's behalf.
- 17.11 **Dogs** must be kept on a lead whilst on site and all fouling cleared up and removed (**NB** dog or cat faeces should **NOT be composted**).
- 17.12 **Bonfires** are **NOT** allowed on individual plots. Any fires contained within the communal area set aside for burning must be composted. You must not light any bonfires at any time which cause smoke or nuisance from bonfires to interfere with the enjoyment of other neighbouring householders.
- 17.13 **Hosepipes** or sprinklers are not encouraged on individual plots. Plot holders are encouraged to use water on communal areas on plots as much as possible.
- 17.14 **Small Wildlife Ponds** are not allowed on individual plots. Written consent has been given by The LANDLORD. Any pond must be accompanied by a detailed plan of what is intended and approved by the LANDLORD PARAMOUNT.
- 17.15 **Do not build** structures which cannot be easily removed for the next tenant if the structure is made of hard standing, concrete or tarmac should be used for easy break-up and removal.
- 17.16 **Flammable** gardening implements must not be stored or kept on

## 18 Termination

This tenancy shall terminate on the rent day after the death of The TENANT and may also be determined in the following manners:

- a. By either party giving the other twelve months previous notice in writing.
- b. By re-entry by The LANDLORD any time after giving one month's previous notice in writing to The TENANT.
- c. If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
- d. If it appears to The LANDLORD that there has been any breach of the conditions and agreements contained within this document on the part of The TENANT and at least three months have elapsed since the commencement of the Tenancy.

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**19 Rent Review**

- 19.1 The rent hereby reserved may be varied by The LANDLORD giving notice to The TENANT on or before the sixth month in any year of the tenancy, such notice stating the annual rent to be payable for the plot/plots occupied by The TENANT.

**20 Notices**

- 20.1 ANY notice required to be given by The LANDLORD to The TENANT may be signed on behalf of The LANDLORD by the Chairperson or Secretary of The XYZ Allotment Society or other authorized agent for the LANDLORD. The notice may be served on The TENANT either personally or by post to the last known place of abode of The TENANT.
- 20.2 ANY notice required to be given by The TENANT to The LANDLORD may be given if signed by The TENANT and sent in a prepaid envelope to the Secretary of The XYZ Allotment Society or other authorized agent for the LANDLORD.

**We the undersigned wish to enter into a tenancy under the above conditions and promise to abide by it's conditions, rules and regulations.**

**For and on behalf of XYZ Allotment Society**

*Chairperson's signature*

*(Signature of The TENANT)*

**Date:**