

# TENANCY



# AGREEMENT

An Agreement made this  Day of  20

**BETWEEN**

(full name of the The Plot-holder)

**Of**

(full address of The Plot-holder)

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

**AND**

**Ymddiriedolaeth Rhandiroedd Dyffryn Aeron**

(Registered as a charity No. 1166320)

(hereinafter referred to as **The LANDLORD** in the remainder of this document),

**of the other part**

**WHEREAS** The **LANDLORD** agrees to let, and The **TENANT** agrees to take on a

yearly tenancy from the  Day of  20

**Allotment Garden PLOT No. (?)** at the annual rent of: **£ (00.00?)**

**At:**

(site address)

Payable annually 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.

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In this agreement The LANDLORD means **Ymddiriedolaeth Rhandiroedd Dyffryn Aeron**. The TENANT means the Allotment Garden Plot-holder. The LANDLORD PARAMOUNT means *(name of Landlord Paramount?)*. The PARTIES means the two parties who have entered into this agreement that is to say The LANDLORD and The TENANT.

## Jurisdiction

This agreement is bound by and subject to the provisions of the agreement 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 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 and conditions set by The LANDLORD PARAMOUNT this Agreement is subject to the Smallholdings and Allotments Acts 1908 - 1950; and to any Regulations indorsed to or on this Agreement; with guidelines recommended by any governing organisation; and to the following

## Conditions and Rules :

1. The rent shall be paid by the 

1 <sup>st</sup>	of May
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 in any year
2. The LANDLORD shall cause the land to be used for Allotment Garden Plots only (that is to say wholly or mainly for the production of vegetable and fruit crops for consumption and display by The TENANT and his /her family) and for no other purpose except free distribution under the Objects of the Constitution of The LANDLORD and within the rules set in Ymddiriedolaeth Rhandiroedd Dyffryn Aeron's 'Rules, Regulations and Official Guidelines' document.
3. Any and all Tenants to keep plots clean, properly weeded and in a good state of cultivation and fertility and also in a good well manured condition. At least three quarters of the plot shall be cultivated at any one time
4. The LANDLORD shall ensure that The TENANT shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden Plot, or obstruct any path set out for the use of occupiers of the Allotment Garden Plots and adjoining plots.
5. It shall be a condition of any Allotment letting agreement that The TENANT shall not underlet, assign, or part with possession of the Allotment Garden Plot or of any part thereof without express written consent of The LANDLORD who, for the purpose of this Agreement is, and shall remain, The LANDLORD. 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 Ymddiriedolaeth Rhandiroedd Dyffryn Aeron.

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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.
  8. The LANDLORD shall see to it that tenants shall keep every hedge which forms part of the boundary of their Allotment Garden Plots 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 Garden Plots.
  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 occupiers of the Allotment Plot Gardens.
  10. The LANDLORD shall see to it that The TENANT shall not, without express written consent of The LANDLORD, erect any building on the Allotment Garden Plot that exceeds the stipulated sizes for allotment buildings as set out by The LANDLORD in the "Rules, Regulations and Official Guidelines" document (which will always be made available to The TENANT to view on demand) and which are within the limits permitted without local authority building approval. Exceptions being buildings erected pursuant to **section 12 Allotments Act 1950**. The TENANT shall be responsible for removal of any building on or before expiry of the Tenancy. All building is subject to the limitations laid out in the Land Lease Agreement between The LANDLORD and The LANDLORD PARAMOUNT.
  11. At any time, any official representative of The LANDLORD will be entitled to enter onto, and inspect, any plot/plots occupied by The TENANT or shed, or greenhouse or poly-tunnel on the site.
  12. The Tenancy of the Allotment Garden Plot shall terminate whenever the Tenancy or Right of Occupation of The LANDLORD shall terminate, or where the rent is in arrears for not fewer than 40 days, or The TENANT is not duly observing and/or carrying out the terms of the tenancy.
  13. In such cases one months notice to quit will be given in writing to The TENANT.
  14. The Tenancy may also be terminated by The LANDLORD, by the giving of six (6) months previous notice in writing; such notice to expire not later than March 25th (Lady Day) or not earlier than September 29th (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, implements or other belongings brought on to the site

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by The TENANT are removed.

## **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 set in this tenancy agreement. The rent is paid in advance and without deduction, unless otherwise agreed with The LANDLORD
- 16.3 Agrees to abide by the terms of the Ymddiriedolaeth Rhandiroedd Dyffryn Aeron's Constitution and its Rules and any other associated Rules and Regulations contained in the "Rules, Regulations and Official Guidelines" document of Ymddiriedolaeth Rhandiroedd Dyffryn Aeron.
- 16.4 Agrees to abide by the terms of any lease agreed between The LANDLORD and The LANDLORD PARAMOUNT.
- 16.5 Must not assign, underlet or part with the possession of the Allotment Garden Plot or any part of it without prior consent of The LANDLORD.
- 16.6 To avoid confusion, will ensure that the number of the plot is clearly displayed on the plot.
- 16.7 Must tell The LANDLORD when address or contact details change. (Failure to do so could result in termination of this agreement).
- 16.8 Should always attend official Members' meetings whenever possible.
- 16.9 Must agree that the allotments are for leisure and personal use only. Tenants must not sell any produce from their plots (unless for the benefit of charity or The LANDLORD) nor use them for any illegal or immoral purpose.
- 16.10 Only those specifically invited by The TENANT are to be allowed on the site.
- 16.11 Will conduct himself/ herself in a friendly and harmonious manner with fellow plot holders regardless of their race, gender, disability, age, sexual orientation or religion.
- 16.12 Understands 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 allotments without their permission. No child under the age of 12 years is allowed on the site unless he/ she are supervised by an adult. Children must be supervised

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within the confines of the Garden Plot occupied by The TENANT.

- 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 or damaged. The TENANT must not cause or permit any nuisance or annoyance to the occupier of any other Allotment Garden Plot, or obstruct or encroach on any path or access roadway set out by The LANDLORD for the use of the occupiers of the Allotment Garden Plots.
- 17.2 The weeding and the maintenance of The TENANT's half of any shared paths is their responsibility. Tenants are also responsible for the upkeep of any communal/ public paths that border their plot.
- 17.3 Composting is encouraged – in bins on individual plots or in a communal heap.
- 17.4 The TENANT's plot MUST be kept as weed free as possible and well cultivated. All plots occupied by The TENANT should always be in a clean, well-manured; three-quarters cultivated and weed free state using techniques which do not cause long term environmental damage.
- 17.5 Weeds should be composted where possible or taken away along with any other rubbish by the plot holder and disposed of safely. The LANDLORD encourages recycling wherever possible.
- 17.6 Fruit trees are only allowed providing they are 'dwarfing' varieties. Consideration should be given to the eventual height/spread of what is planted and its possible impact on neighbouring plots (casting shade, root and branch spread). (Soft) fruit bushes are accepted. Larger fruit tree height must 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 must be sought for all

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buildings. 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 any 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 any of the site's gates.
- 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. Written permission must be sought from The LANDLORD to keep poultry, or beehives on The TENANT's Allotment Garden Plot.
- 17.11 Dogs are NOT allowed on site at any time. Dog faeces may be a serious health hazard in food growing areas. It may contain microorganisms that are pathogenic to humans and may contain parasites and viruses like parvovirus, whipworms, hookworms, roundworms, threadworms, campylobacteriosis, giardia, coccidia and toxocariasis . If left unattended, these parasites can contaminate the water, soil, and can cause serious infection in wildlife, pets and humans (especially children). NB dog or cat faeces should NOT be composted under any circumstances.
- 17.12 Bonfires are NOT allowed on individual plots. Any fires must be contained within the communal area set aside for burning material that cannot be composted. You must not light any bonfires at inappropriate times or cause smoke or nuisance from bonfires to interfere with neighbouring plot holders or other neighbouring householders.
- 17.13 Hosepipes or sprinklers should only be used in very dry or drought conditions, except to fill water containers. Plot holders are encouraged to use water conserving measures on their plots as much as possible.
- 17.14 Small Wildlife Ponds are allowed, but only after written consent has been given by The LANDLORD after receiving a request accompanied by a detailed plan of what is intended.
- 17.15 Do not build anything on your plot that cannot be easily removed for the next tenant if they do not want them e.g. areas of hard standing, concrete or tarmac should be laid in a fashion that allows for easy break-up and removal.
- 17.16 Flammable fuels used for gardening implements must not be stored or kept on

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individual plots overnight.

## **18 Termination**

This tenancy will determine on the rent day after the death of The TENANT and may also be determined in any of 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.

## **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 and Secretary of Ymddiriedolaeth Rhandiroedd Dyffryn Aeron or other authorized agent for the time being and may be served on The TENANT either personally or by posting, by recorded mail, to the last known place of abode of The TENANT.
- 20.2 ANY notice required to be given by The TENANT will be sufficiently given if signed by The TENANT and sent in a pre-paid post letter to the Secretary of Ymddiriedolaeth Rhandiroedd Dyffryn Aeron or other authorized agent of The LANDLORD.

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We the undersigned wish to enter into this Agreement and promise to abide by it's conditions, rules and clauses at all times.

For and on behalf of Ymddiriedolaeth Rhandiroedd Dyffryn Aeron

(Secretary's Signature)

*or when required the Chair of Trustees signature*

(Signature of The TENANT)

Date: