

**TENANCY AGREEMENT
BETWEEN
HEREFORD ALLOTMENT AND LEISURE GARDENERS
AND insert name**

PLOT No. insert

ON insert

ALLOTMENT SITE IN THE CITY OF HEREFORD

THIS AGREEMENT DATED2023

BETWEEN the TENANT and HEREFORD ALLOTMENT AND LEISURE GARDENERS (“HALGS”) the duly authorised agent of HEREFORD CITY COUNCIL (“THE COUNCIL”), by (name of Letting sec), Letting Secretary of Halgs on the one part and (name and address of tenant) (“THE TENANT”) on the other part. Whereby the Tenant agrees to hire from the above date, the plot of ground named above (herein called “the Plot”) in the Register of Allotments until terminated as hereinafter provided subject to the following TERMS AND CONDITIONS agreed by the Halgs trustees. In signing this agreement the Tenant agrees to the following:

RENT

- 1 The rent and administration fee include all rates, taxes and costs for the calendar year (1st Jan to 31st Dec). The rent is due annually, within 14 days of the rent letter being received. If for any reason, payment has not been received within 28 days the tenancy will be terminated. The rent is not refundable if you give up or are terminated from your plot during the year. By paying the amount due the Tenant is agreeing to comply with the latest terms and conditions of the agreement. Amendments can be made to the terms, conditions and agreement by the HALGS Trustees.
The rent and costs will be subject to periodic review and any increases will take effect from the 1st January each year.
If your tenancy is taken on during a calendar year the costs may be reduced for that year.
- 2 The Tenant will not underlet, assign or part with the possession of the Allotment or any part of it. To do this invalidates the agreement.

THE PLOT

- 3 The Tenant must keep the Allotment reasonably free of weeds, in a good state of fertility and well cultivated. The plot must be 25% cultivated by the end of March, 50% cultivated by the end of May, 75% Cultivated by the end of August to produce vegetable or fruit crops for consumption by the Tenant and family. The Tenant is not permitted to sell any produce from the plot. Anyone wishing to plant anything other than vegetables, fruit or flowers will need permission from the committee. If a site representative feels a single crop is over abundant, the Tenant will be asked to cut back or remove it.
- 4 The remaining 25% is allowed for sheds, poultry, greenhouses, composters and other landscaping.
- 5 The plot must be maintained in a way that does not cause a nuisance to other tenants.
 - 5.1 Paths must be kept free from hazards, kept neat and trimmed; this is any path set out by the Council or HALGS.
 - 5.2 Where possible seed heads should be removed before the seed as set.
 - 5.3 Long grass or any items that could harbour slugs or snails should be removed.
- 6 Children who accompany the Tenant may not go onto other plots (unless permitted to by the Tenant plot holder) and may not cause a nuisance on the site. The Tenant will be wholly responsible for their actions, HALGS will not accept responsibly for any damage caused or for any injury incurred.
- 7 The Tenant must close any gates on exit and entry.
- 8 No part of the plot shall be converted to hard standing for a car parking area.
- 9 The Tenant must maintain at least half the width of any path bordering the plot. Paths must be a minimum of 76cm wide (30ins).
- 10 The Tenant must not cut any timber or other trees on land belonging to the Council or on any adjoining land belonging to private persons, or take away any mineral gravel, soil, sand or clay.
- 11 The Tenant must not enclose the plot with material other than netting or chicken wire in order to protect the plot from pests. Barbed wire must not be used under any circumstances.
- 12 The Tenant must keep any hedges bordering the plot properly cut and trimmed.
- 13 No well may be constructed on the plot. Permission for a small wildlife pond (maximum size is 1sq yd x 9ins deep) may be given by the Site Rep and Trustees. It should be within the 25% allowed for sheds etc it should not impact any other plot and be removed at the end of the tenancy.

STRUCTURES ON THE PLOT

- 14 Consent must be obtained from the Site Representative before erecting any structure such as a shed, greenhouse, or polytunnel. Structures may be limited by size and type, depending on the size of the plot and permission of the Site Representative.
- 15 If permission is granted for a structure a system of guttering must be placed on the roof for the collection of rainwater in a water butt, which must be securely covered.
- 16 The Tenant must only use watering cans or similar to take water from the water troughs provided by HALGS and the water must only be used to water HALGS provided plots. Water from the troughs must not be taken to fill up water containers on individual plots, either by containers, watering cans or hosepipes, these containers should only be filled by rainwater from structures on the plot. The Tenant must not connect hosepipes to any water tank or water supply provided by HALGS. Pumps may be used to take water from rainwater containers installed on the Tenants own plot.
- 17 Structures must not interfere with neighbouring plots or any structure on the plot and must be properly maintained.
- 18 Structures shall only be used for the purpose for which they are approved: greenhouses/polytunnels shall be used as such; sheds shall only be used for the storage of gardening tools and materials.
- 19 The Tenant may not erect a CCTV camera on the plot or any building on the plot.

THE ENVIRONMENT

- 20 The Tenant must comply with instruction regarding bonfires on permitted sites. A bonfire must be supervised until it is extinguished. Wind direction should be considered and it must be a minimum of 10 metres from any boundaries.
- 21 The Tenant may not use the plot for the storage of rubbish.
- 22 The Tenant must take all reasonable care when using pesticides or insecticides to ensure that wildlife, adjoining plots and crops and water tanks are not adversely affected. The Tenant must comply with the regulations under the Control of Pesticides Regulation Act and ensure that empty containers are safely disposed of.
- 23 The Tenant must use a black weed suppressant material to cover the plot. Carpet is not permitted.
- 24 Co-operate with other plot holders, Site Representatives and HALGS Trustees to ensure the safe and orderly maintenance and management of the site.

LIVESTOCK

- 25 The Tenant must not keep any livestock or bees on the plot without obtaining the written permission of the HALGS Trustees. Rules for bee keeping can be supplied upon request.
- 26 Chickens may be kept on the plot with permission of the Site Representative but must be housed appropriately and securely. When the plot is relinquished fowl houses and runs must be removed or the Tenant will be liable for the cost of removal.
- 27 Only dogs belonging to plot holders are allowed on site. Owners must keep the dogs on their own plot and under control. Any dog mess must be removed and disposed of responsibly away from the site.

ENFORCEMENT OF THE TENANCY

- 28 The Tenant must observe these terms and conditions and any rules and regulations, which may be made from time to time by the HALGS Trustees. Due notice will be given of any changes to the Tenancy Agreement.
- 29 HALGS Trustees or officers of the Council are entitled to enter the sites at any time to inspect the plots.
- 30 The Tenant shall treat others with respect and understand all views are important even if they are not the same as their own.

TERMINATION OF THE TENANCY

- 31 The Tenancy will terminate on the death of the Tenant.
- 32 The tenancy agreement shall be determined:
 - 32.1 The yearly rent is in arrears for 28 days.
 - 32.2 If it appears that the Tenant has not observed the conditions of this agreement without good reason.
 - 32.3 If the Tenant resides more than one mile out of the boundary of the City of Hereford unless given permission by the Trustees.
 - 32.4 That the Tenant shall not make any unfounded allegations against HALGS, its Trustees, Site Representatives, volunteers either in writing, verbally, or by any form of social media. This does not prevent a tenant making a complaint, which should first be raised with the Site Representative. If it is not resolved it can be passed on to the HALGS Trustees to investigate and their decision is final and binding on all parties.

- 33 If the Tenant is in breach of any part of this agreement the Tenant will be sent a 1st letter specifying the breach and asking them to remedy the breach within 14 days. If this is not done and there are no extenuating circumstances, the Tenant will be given Notice to Quit and clear their plot within 14 days and the tenant will also be required to comply with item 34.
- 33.1 Should a second breach of the same rules occur during the year and a 2nd letter is required, the Trustees reserve the right to issue a Notice to Quit and for the tenant to clear their plot within 14 days and the tenant will also be required to comply with item 34. If there are extenuating circumstances, the tenant may be given 14 days to remedy the situation.
- 33.2 If a breach occurs during the following year, any previous letters of concern will be taken into consideration and could result in immediate Notice to Quit.
- 33.3 If the breach is in respect of unacceptable behaviour a letter will be sent to request a meeting to discuss and investigate the matter with the Trustees, within 7 days. If appropriate a written warning will be issued or the tenant will be given Notice to Quit their plot within 14 days and the tenant will also be required to comply with item 34.
- 34 On termination of the Tenancy the Tenant must clear the plot of personal belongings and crops unless otherwise agreed with the Site Representative. The plot should be left clean and weed free. If it is not the tenant may be liable for a charge to clear the site.
All crops, fruit bushes and fruit trees as described in rule 35 should be removed on termination of the tenancy.

All terminations will be subject to the 1922 and 1950 Allotment Acts.

- 35 If the Tenant plants any of the following:
 - 35.1 Fruit trees; fruit bushes; strawberry plants; asparagus; rhubarb; or other crops which continue to produce for a period of more than two years, these must be removed on termination of the tenancy, unless agreed with the site representative.
 - 35.2 Permission for type and number of fruit trees must be given by the site representative before planting. The trees should be cordon type or varieties on dwarf root stock, they must not take up the whole plot or interfere with neighbouring plots.
 - 35.3 All of the items under rule 35 must be removed on termination of the tenancy, unless other arrangements have been made with the site representative or trustees.
- 36 Neither HALGS or the Council will be liable for any compensation claims in respect of loss or damage to crops or belongings to third parties.
- 37 The Tenant must notify the site representative and either the Lettings Secretary or the Treasurer of any changes to contact details.
- 38 **By signing the Tenancy agreement, the Tenant agrees to abide by these terms and conditions.**

By signing this agreement, the Tenant agrees to abide by the rules of the Tenancy Agreement laid out above.

Signed by the Tenant.....

Witnessed by.....

Dated.....

Signed on behalf of HALGS.....

Witnessed.....

Dated.....