

STEEPLE ASTON CHURCH ALLOTMENT TENANCY AGREEMENT .

The tenant must live within the boundaries of the Civil Parishes of Steeple Aston and Middle Aston and be a minimum age of 18. The tenant shall abide by all conditions and covenants in the lease under which the Parish Council hold the land, and all reasonable regulations issued by the Association concerning the use of the plot and the site as a whole, and with other allotment holders, ensure that the plot and the site are well maintained and kept safe for use.

All allotment holders shall annually cultivate at least 75% of each plot and remove all pernicious weeds, not allowing them to invade neighbouring plots.

Any member of the SACAA Committee or the Parish Council is entitled, to enter and inspect the allotment site. The committee will undertake two inspection of plots per year. Additional inspections may be undertaken in the event of non-compliance with this agreement.

- The Association agrees to let and the allotment holder agrees to take on an annual tenancy of an allotment plot at Fir Lane, Steeple Aston. Oxon.
- ***The allotment holder must comply with the agreed SACAA rules and all legal requirements under the leasehold agreement.***
- The tenancy created by this agreement will run from the 1st April until 31st March the following year.
- The annual rent for the whole allotment is **£40.00 and a minimum of £20** for any part thereof, payable by the AGM each year. The rent is made up of the ground rent and water costs, payable by The Association to the Parish Council, and other costs and insurance related to running the Allotment Association. Rents will be reviewed annually by the Association's committee.
- The allotment holder must make annual rent payments, failure to pay the agreed rental sum within **28 days** will result in the loss of the plot.
- The Association may give the allotment holder 28 days to quit if the rent remains unpaid or the allotment holder fails to comply with the terms of the tenancy agreement.
- The tenant must notify SACAA of any change in circumstance which might temporarily prevent cultivation of their plot, such as extended holiday, accident or illness.
- To end a tenancy the allotment holder must give at least 4 weeks written notice, giving the departure date, and must restore the ground fit for cultivation by the end of their tenancy. No portion of the year's rent is returnable.
- The allotment holder is responsible for removing any temporary structure and personal contents from their plot.
- The passing on or sale of an existing temporary structure must be finalised and communicated to the association in writing prior to the end date of a tenancy.
- A deposit of **£25** is payable at the start of a tenancy (regardless of plot size), this will be returned at the end of the tenancy if the plot and any remaining structures or fencing are left in good condition i.e. at least 75% has been cultivated and is relatively weed free. Deductions will be made for the removal and disposal of non-compostable matter, such as glass, metal, wire and polythene that are left on the plot.

The allotment holder agrees as follows:-

- a. Not to assign, sub-let or part with possession or control of all or any part of their allotment, without the written consent of the SACAA committee as a whole.

- b. No business or sale of produce shall take place on the site, unless it is for the benefit of the Allotment Association.
- c. Only materials for use on the plot may be stored there. No inflammable liquids to be stored on plots.
- d. Hazardous substances should be kept to a minimum and used only for pest control; this includes both substances and materials harmful to the environment. The use of carpets or plastic on the allotment (perhaps as a weed suppressant) is not allowed due to toxic chemicals that could leech out and contaminate the soil. Weed suppressant capillary matting material or organic mulch is advisable as a temporary measure.

Plot holders shall make themselves aware of the Health and Safety Guidelines and Risk Assessments posted on the website or requested as a paper copy from any SACAA Committee member. All reasonable care must be taken when using sprays and only used when climatic conditions are suitable. Any chemicals must be used in accordance with the manufacturer's instructions, stored safely and kept out of the reach of children.

- e. No waste or decaying matter shall be left on the site apart from compost and manure in reasonable quantities. No diseased vegetation to be composted.
- f. Not cause nuisance or annoyance to other plot holders or to those living in adjacent properties. This includes following the Association's Bonfire Guidelines.
- g. No refuse or rubbish to be left on any part of the site.
- h. All pathways should be maintained and kept clear; allotment fences should be kept clear of scrub and thorn bushes and pernicious weeds.
- i. Captured rainwater must be used for irrigation where possible, and mains water, only after rainwater is exhausted. The stop cock will be turned off and troughs drained during cold weather.
- j. Dogs brought onto the site must be kept under control and not allowed to cause a nuisance to other plot holders, including fouling which must be disposed of immediately and appropriately.
- k. Livestock (including bees), written consent **must** be obtained from SACAA **prior** to the keeping of such animals and their housing.
- l. Children brought on to the allotment site must be supervised and not allowed to cause a nuisance to other plot holders.
- m. The total number of fruit trees, **not exceeding 3 metres in height**, shall be **4**, planted on any **full plot** (**half plot total** to be **2** fruit trees). Excepting where fruit trees of an age or established, prior to the lease being signed already exist. Consideration must be given to their position and shading to neighbouring plots.
- n. The erection of a shed **or** greenhouse is permitted on each **full plot** provided that the dimensions do not exceed 3m x 2.4 x 2.3m high (10' x 8' x 7'6"). Written approval from SACAA is required **prior** to putting up a shed or greenhouse. Plot holders should complete the Temporary Structure application form and return this to SACAA giving details of size and proposed location of any structure.

Any complaints or disputes shall be dealt with firstly by the Association Committee. If the conflict continues a written complaint shall be submitted to the Parish Council for an independent decision.

DATA PROTECTION ACT

Under the data protection act, the Parish Council and the Association advise you that, as an Allotment tenant, your name, address, details of rent paid and any other relevant details will be held on computer. These details will be held solely for

administering the allotments. Please note the requirement of membership to the N.S.A.L.G. asks us to submit a list of plot users. If you object to any of these details being held, then it will not be possible to agree a tenancy.

Please note that, in signing the tenancy agreement, you will be agreeing to the entry of your name and other relevant details on the Council's and Association's computers for the reason described.

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Plot Number:

I have read and agree to abide by the rules of the SACAA Tenancy Agreement.

Signed (tenant)..... Date.....

Signed (SACAA)..... Date.....
The Allotment Association will keep a copy of this agreement.

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