

## STEEPLE ASTON CHURCH ALLOTMENTS ASSOCIATION (SACAA) - TENANCY AGREEMENT

The allotment holder must live within the boundaries of the Civil Parishes of Steeple Aston or Middle Aston and be a minimum age of 18. They must be resident in one of those parishes on the date a tenancy is taken or renewed.

Exceptions may be made at the discretion of the SACAA Committee if:

1. There is no waiting list at the time of notification of a change in address; and
2. The plot holder has held an SACAA allotment tenancy agreement for at least 3 years; and
3. The plot holder has a track record of meeting the SACAA tenancy agreement obligations and has not been subject to a warning for failure to comply; and
4. The plot holder has moved to a location just outside the parish boundaries but within a 3-mile radius of Steeple Aston church.

They shall abide by all conditions and covenants in the lease (the Lease) under which the Parish Council holds the Allotment site (the site) from the Oxford Diocese, as well as with all reasonable regulations issued by SACAA concerning the use of individual allotments and the site as a whole. All allotment holders shall ensure that individual allotments and the site as a whole is well maintained and kept safe for use.

All allotment holders shall annually cultivate at least 75% of each allotment and remove all pernicious weeds, not allowing them to invade neighbouring allotments. Any member of the SACAA Committee or the Parish Council is entitled to enter and inspect the site. The committee will undertake two inspection of the site each 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 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 Lease.***
- The tenancy created by this agreement will run from the 1 April until 31 March the following year (a Tenancy Year).
- The annual rent for a whole allotment is **£44.00 and is a minimum of £22.00** for any part thereof payable on the 1 April each year. The full annual rent applies if a plot is taken at any stage during a Tenancy Year other than between 1 January and 31 March. No rent is refunded if a plot is vacated during a Tenancy Year for any reason.
- The rent comprises a proportionate part of the rent payable by SACAA to the Parish Council, the water, insurance and other costs related to the running of SACAA. The rent will be reviewed annually by the SACAA committee.
- The allotment holder will be given 28 days to quit if the rent remains unpaid or the allotment holder fails to comply with the terms of this tenancy agreement.
- The allotment holder must notify SACAA of any change in circumstance which might temporarily prevent cultivation of their plot such as an extended absence from the village, 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 allotment fit for cultivation by the end of their tenancy.
- The allotment holder is responsible for removing any temporary structure and personal contents from their allotment.
- The passing on or sale of an existing temporary structure must be finalised and communicated to the SACAA committee 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 allotment and any remaining structures or fencing are left in good condition i.e. at least 75% has been cultivated and 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 allotment.

**The allotment holder agrees as follows:**

1. 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.
2. No business or sale of produce shall take place on the site unless it is for the benefit of SACAA.
3. Only materials for use on individual allotments may be stored there. No inflammable liquids may be stored.
4. 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 (ie: as a weed suppressant) is not allowed due to toxic chemicals that could leech out and contaminate the soil. Weed suppressant matting material or organic mulch is advisable as a temporary measure.
5. Allotment 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 to avoid overspray into neighbouring plots. Any chemicals must be used in accordance with the manufacturer's instructions, stored safely and kept out of the reach of children.
6. 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.
7. No nuisance or annoyance may be caused to other allotment holders or to those living in adjacent properties. This includes following SACAA's Bonfire Guidelines.
8. No refuse or rubbish may be left on any part of the site.
9. All pathways should be maintained and kept clear; allotment fences should be kept clear of scrub, thorn bushes and pernicious weeds.
10. Captured rainwater must be used for irrigation where possible and water from the water troughs used only after rainwater is exhausted. Their stop cocks will be turned off and troughs drained during cold weather. The use of hosepipes, syphoning devices from the troughs or other such equipment is not permitted.
11. Dogs brought onto the site must be kept under control and not allowed to cause a nuisance to other allotment holders. This includes fouling which must be disposed of immediately and appropriately.
12. **Prior** to any livestock (including bees) being introduced written consent **must** be obtained from the SACAA committee for the keeping of such animals and their housing.
13. Children brought on to the site must be supervised and not allowed to cause a nuisance to other allotment holders.
14. Except where fruit trees already existed or were established prior to the Lease being signed the total number of fruit trees, **which must not exceed 3 metres in height**, shall be **4** planted on any **full allotment plot** (or 2 on anything less than a full allotment plot). Consideration must be given to their position and shading to neighbouring allotments.
15. The erection of a shed **or** greenhouse is permitted on each **full allotment 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 the SACAA committee is required **prior** to

putting up a shed or greenhouse. Allotment holders should complete the Temporary Structure application form and return this to the committee giving details of size and proposed location of any structure.

Any complaints or disputes shall be dealt with firstly by the SACAA 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 SACAA 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 SACAA's computers for the reason described.

**STEEPLE ASTON CHURCH ALLOTMENTS ASSOCIATION (SACAA) TENANCY AGREEMENT 2023 – 2024**

**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.*