

KIDBROOKE PARK ALLOTMENT ASSOCIATION

TENANCY AGREEMENT

This agreement is made between:

(1) The Kidbrooke Park Allotment Association

Of Kidbrooke Park Allotments, Old Post Office Lane, London SE3

("The Association") and

(2) NAME

Of ADDRESS

("The Tenant")

PLOT NUMBER

It is agreed as follows:

1. Interpretation

This agreement replaces any existing agreement.

2. Background

2.1 Plot holders are members of the Kidbrooke Park Allotment Association (KPAA) and should be residents of the Royal Borough of Greenwich. The Committee may give dispensation to members living close to the Greenwich boundary.

3. Tenancy and Rent

3.1 Rent is due on 1st April each year. Members must pay their rent by bank transfer on or before the rent collection dates except in exceptional circumstances, otherwise their plots will be re-let. Rent refunds are not made

3.2 Members will be informed of rent due including any rent increase through the rent letter sent out each year one month prior to the annual renewal.

3.3 Concessionary rates are available for residents who are in receipt of Job Seeker's Allowance, Income Support, Disability Living Allowance, Housing Benefit, or if you are aged 65 and over.

3.4 Every member must sign and agree to abide by the current constitution and tenancy agreement when (a) paying rent or (b) within 28 days of a written request by the Secretary, otherwise the plot may be re-let.

- 3.5 The Member shall not underlet, assign or part with possession of the plot or any part thereof. However they can authorise someone to cultivate the plot for short periods of time when they are incapacitated by illness or on holiday. The Secretary is to be informed of the other person's name in writing and with contact details. Members will be held responsible for the actions of their helpers.
- 3.6 Members who intend to give up their plot must inform the Secretary in writing, as soon as possible, so that the plot can be re-let.
- 3.7 Newly available plots will be offered to the person at the top of the waiting list.
- 3.8 Any Member can only have one entry on the waiting list at any one time.
- 3.9 From this point forward no Member will be allowed no more than a total of 10 rods.

4. Cultivation and use

- 4.1 The plots are for the cultivation of vegetables, fruit (but not brambles) and herbs/ flowers. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 10%, this excludes hardstanding for sheds, greenhouses and poly tunnels.
- 4.2 For the benefit of all, Members must keep weeds on their plots under control.
- 4.3 All Members must get the written approval of the Secretary about design, size, materials and position before putting up or altering any structure or seating area.
 - Structures should be positioned with consideration for adjacent plot holders eg: not blocking light
 - The total area of all sheds and seating areas should not exceed 10% of a plot.
 - Sheds shall have a maximum area of 2.4m x 1.5m (8 x 6 feet approx.).
 - No structure must exceed a height of 2.3 metres (7.5 feet approx) above ground level and sheds must have pitched roofs.
 - All materials, including bases, must be easily removable. Cement and concrete must not be used
 - Ponds can only be constructed with the approval of the Secretary
- 4.4 Members shall only plant dwarf fruiting trees and or fruiting bushes. Fruit trees should be pruned in accordance with recognised pruning practices.
- 4.5 Hosepipes can only be used to fill water butts and cannot be used to water plots.

- 4.6 Fires are allowed for the burning of materials from the Allotment Garden only on weekends and bank Holidays. Fires must be attended at all times and not cause a nuisance to adjoining properties or other Members and should be fully extinguished before leaving the site.
- 4.7 Rubbish which cannot be burned or composted must be removed from the Allotment or put in a skip when provided.
- 4.8 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 4.9 Members should use all reasonable care when using any sprays or fertilisers, complying at all times with current regulations on the use of such sprays and fertiliser, storing chemicals in accordance with the all relevant legislation.

5. Hedges, Fences, Paths and Roads

- 5.1 Hedges are not permitted on the allotment site.
- 5.2 Pathways are to be a minimum width of 600mm (24 inches) and kept trimmed (where they are grass) and well maintained.
- 5.3 The plots run North to South and it is the Member's responsibility to maintain the paths to the East and South and all adjoining perimeter boundaries.
- 5.4 Members must not create any ditches along the edges of paths as this may cause erosion and make the paths unstable.
- 5.5 Members must not plant fruit trees or bushes so close to the paths that they obstruct the pathway. In such cases the Member will be asked to remove or trim back the overhanging fruit tree/bush.
- 5.6 Fences are not allowed on plots.
- 5.7 Public paths must be kept accessible and the main access road must be kept clear at all times.

6. Conduct

- 6.1 Members are wholly responsible for the conduct of any family or friends
- 6.2 Members must at all times comply fully with the constitution, tenancy agreement, all relevant legislation and must not cause any nuisance to other Members or to owners or occupiers of any adjoining land or premises.
- 6.3 No Member or their visitors:
 - (a) Can (without the permission of the relevant plot holder) enter another plot or take anything from the plot.
 - (b) Cause any damage to any other plot.

- 6.4 The Association will not tolerate any form of discrimination or victimisation by any Member or any person who accompanies them. If such an event is reported and proven the Association will terminate the Member's tenancy agreement.
- 6.5 Members may not carry on any trade or business from the Allotment Site. All produce grown on the plots are to be for the consumption of the tenants or their families and not for commercial sale.
- 6.6 Members are not allowed to use any building or structure on the Allotment Site for residential or sleeping purposes.
- 6.7 Dogs must be kept under control. No other animals are allowed.

7. Termination of tenancy

- 7.1 The Association is entitled to terminate this tenancy agreement by giving 30 days' notice to the Member if in the opinion of the Committee the Member has not complied with the constitution or tenancy agreement.
- 7.2 Any notice served on the Member will be delivered at or sent to the current address held in the members register. A notice sent by registered post or recorded delivery is treated as having been served after the third day, regardless of whether it has been received. A notice sent by e mail is to be treated as served on the day in which it is sent.
- 7.3 Before the expiry of the 30 day notice period, the Member will remove all their personal effects from the Plot, and return their key to the office. Any monies paid as a deposit for keys will be refunded within 7 days on the return of the keys. Anything left on the plot after the expiry of the notice period will be disposed of by the Association.
- 7.4 If in the opinion of the Association, the allotment has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Member.

8. Inspection

- 8.1 Any Committee Member of the Association may enter plots for inspection of the state of cultivation and general condition of the plot and structures. Routine inspections will normally take place monthly.
- 8.2 The Member will be notified in writing of any issues and actions arising within 7 days of the inspection taking place, where upon they will have 30 days to address the concerns raised and make noticeable signs of improvement, taking into account seasonal practices

9. Security

- 9.1 The Member shall be issued with a key to access the allotment site, no replicas are to be made. The key is to be used only or by an authorised person under paragraph 3.5 of the tenancy agreement.
- 9.2 The main access gate shall be closed at all times.

10. Insurance

- 10.1 The Association provides insurance for the communal buildings and Public Liability and Employer’s Liability insurance.
- 10.2 The Association does not cover the Member in respect of personal injury or death, the personal property of Members (for example sheds, tools, plants or other items). The Member agrees to indemnify the Association against any claims made against it due to the actions of the Member or their guests.

By signing this Agreement I fully understand and accept these terms and conditions

Signed.....

For the Association

Signed.....

Name.....

Address.....

Plot number.....