

## **TENANCY AGREEMENT**

Between - Vinery Road Permanent Allotment Society Limited (the 'Society') and (the 'Tenant')

## **WHEREBY**

The Society agrees to let, and the tenant agrees to take, a rolling tenancy from the 1<sup>st</sup> October of the Allotment Year initiated(see date below), at the Vinery allotments, for: Plot/s (as identified in the register kept by the society)

Rent is due annually by the 1st October each year. The Rent Notice will be issued by 14th September each year.

Rents and Membership fee are agreed at the Annual General Meeting in the Spring. The Society membership fee is reduced by an agreed amount each year for those that opt not to receive hard copies of the Society's communications.

1. THE TENANT hereby agrees with the society to abide by the following society rules which are also displayed on the site notice boards and the society website at <a href="https://www.burnsideandvineryallotments.org">www.burnsideandvineryallotments.org</a>

## **THE TENANT WILL**

- a) Advise the Society immediately of any changes to their contact details.
- b) Advise the Society as soon as possible if they are unable to maintain the plot in compliance with the site rules, for whatever reason. The society committee will offer advice and options which may allow continuation of a tenancy which abides by the site rules.
- c) Keep the plot clean, free from weeds and otherwise maintained in a good state of cultivation and fertility.
- d) Be totally responsible for the acts and omissions of their guests on site, whether accompanied or unaccompanied by the tenant.
- e) Ensure that all site access gates are kept shut and locked at all times for the Burnside site, shut at all times and locked when the site is unattended for the Vinery site.
- f) Ensure that any dogs brought on to the site are kept on a lead.

## THE TENANT WILL NOT

- g) Cause or permit any nuisance or annoyance to the occupier of any other plot, or to the occupier of neighbouring premises, or obstruct or encroach on any path, roadway or area set out by the society for communal site use.
- h) Underlet, assign or part with the possession of the plot or any part of it.
- i) Erect any structure larger than 4ft by 6ft or 1.2m by 1.8m without prior approval of the Site manager. All structures will be of a temporary nature e.g. a wooden shed or aluminium greenhouse. Concrete bases are expressly forbidden. Under no circumstances will buildings or structures that straddle more than one plot be permitted.
- j) Bring any of the following items on to the site; Barbed wire, tyres, non-compostable waste materials, nylon carpets, household or building items for the purpose of storage.
- k) Without prior approval of the Society, keep any livestock of any kind on the plot. The Society committee may approve the keeping of chickens, but not cockerels. Under certain conditions the Society committee may give approval for bees to be kept on site.
- 2. THIS TENANCY shall be terminated by: -
- a) The tenant giving written notice to the Society.
- b) The Society giving 30 days notice to the tenant:
  - a. If the rent or any part thereof is in arrears for more than one calendar month, whether legally demanded or not, i.e. after the end of October each year.
  - b. If it appears to the Society that there has been a breach of the tenancy agreement or site rules on the part of the tenant. In these circumstances the tenant may write to the Society committee explaining the reason for such breach. The Society committee will review any explanation given, and subsequently agree continuation or not. Any requirements placed on the tenant by the Society committee to allow continuation of the tenancy must be complied with inside any specific time constraints given.

Signature (Tenant)	
Name printed -	Date -
Signature (Society as witness)	
Name printed -	Date -