



THIS TENANCY AGREEMENT is made

BETWEEN

**Rotherham Allotments Alliance LTD**

of PO Box 819  
Rotherham  
S60 9NR

and ("the Tenant")

of (address)

NOW IT IS AGREED as follows:

**1. Interpretation**

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

**2. Allotment**

- 2.1. The RAA agrees to let and the Tenant agrees to take all that piece of land situated at ("the Allotment Site") numbered on the RAA's allotment plan and containing approximately square metres ("the Allotment Garden").

**3. Tenancy and Rent**

- 3.1. New tenants are to be given a probationary period of 3 months. This is to allow the tenant to decide if they are suited to allotment gardening and leave without recrimination. The RAA will review progress after two months and advise the probationer if the plot is not being worked to its proper potential. In the event of a probationer leaving the allotment site, if a full years rent has been paid, a refund less an amount to cover the period in occupancy to a maximum of 25% of the amount paid, will be made.

- 3.2. The Allotment Garden shall be held on a yearly tenancy from 1st January at an annual rent of £ which is payable to the RAA by the Tenant on the 1st of January each year ("the Rent Day").

- 3.3. 12 months-notice of any rent increase will be given by the RAA to the Tenant.



- 3.4. Costs of Water supply (where applicable) shall be included in the rental charge.
- 3.5. Where the tenancy is being used by a group or charity, the plot will be registered in the group/charity name and a nominated contact will be appointed. The group/charity must inform the RAA of any changes to the nominated person and keep an up to date register of service users. It is advised that all groups/charities secure their own public liability insurance to cover against any losses or damage.
- 3.6. On payment of the annual rental as an allotment tenant, you automatically become a shareholder of the RAA, allowing attendance at the AGM and power to vote. It also gives an obligation that you will adhere to all rules and policies of the RAA. You need to familiarise yourself with these rules and policies, which can be found on the RAA website [www.rotherhamallotments.org.uk](http://www.rotherhamallotments.org.uk) or copies can be requested from the ASO.

#### 4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least 2/3rds of the Allotment Garden under cultivation at all times.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 1/5<sup>th</sup>
- 4.5. Tenants must work their plot to a reasonable standard for a minimum of 12 months before livestock can be kept. After 12 months, except with the prior written consent of the RAA the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes). Bees can also be kept, but the tenant must be a member of the national / local beekeeping association and have adequate qualifications / training to ensure that they are following the correct practice to ensure the health and safety of other tenants on the site.

#### 5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the



Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

## **6. Conduct**

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions and clauses listed in this agreement and the 'Allotment Rules' as annexed to this agreement as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 6.5. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 6.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

## **7. Lease Terms**

- 7.1. On receipt of agreement of terms electronically and/or signature of your tenancy agreement and annual payment of your rental you agree to abide by all the rules and policies of the RAA, copies available from the ASA or online at RAA website address.
- 7.2. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the RAA hold the Allotment Site. A copy of the lease is available on the RAA web-site [rotherhamallotments.org.uk](http://rotherhamallotments.org.uk)

## **8. Termination of Tenancy**

- 8.1. The tenancy of the Allotment Garden shall terminate:
  - 8.1.1. automatically on the Rent Day next after the death of the Tenant, or

- 8.1.2. on the day on which the right of the RAA to occupy determines by reason of notices served on the RAA in compliance with S1(b) (c) or (d) Allotments Act 1922, or
- 8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- 8.1.4. by the RAA giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or
- 8.1.5. by the Tenant giving the RAA 28 days notice in writing, or
- 8.1.6. by re-entry if the rent is in arrears for not less than 40 days, or
- 8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
- 8.1.8. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

## 9. **Transfer of Tenancy**

9.1. The tenancy of the allotment cannot be transferred to any other person unless the RAA has been advised, and permission granted, for any of following arrangements:

- 9.1.1. A joint tenancy.
- 9.1.2. A co-worker has been registered.

**Registration must be carried out least 12 months before any tenancy transfer can take place. (Only one RAA share certificate will be allocated in either case).**

10. In the event of the termination of the tenancy the Tenant shall return to the RAA any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the RAA the plot has not been left in a satisfactory condition, any work carried out by the RAA to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

## 11. **Change of Address**

- 11.1. The Tenant must immediately inform the RAA of any change of address or contact details.

## 12. **Notices**

- 12.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.



12.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any correspondence to the RAA should be sent to the address given in this agreement or any address specified in a notice given by the RAA to the Tenant.

12.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

12.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the RAA signing by:

\_\_\_\_\_ Date \_\_\_\_\_  
Brian Steele (Chairperson)

In the presence of:

\_\_\_\_\_ Date \_\_\_\_\_  
Jack Taylor (Secretary)

Signed by the Tenant:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name (Tenant)

Rotherham Allotment Alliance Ltd, PO Box 819, Rotherham, S60 9NR  
Email: [admin@rotherhamallotments.org.uk](mailto:admin@rotherhamallotments.org.uk)