


 [rotherhamallotments.org.uk](http://rotherhamallotments.org.uk)  
 [admin@rotherhamallotments.org.uk](mailto:admin@rotherhamallotments.org.uk)  
  
 PO Box 819, Rotherham, S60 9NR

THIS TENANCY AGREEMENT is made **#GeneratedDate#**

BETWEEN

**Rotherham Allotments Alliance LTD**

of PO Box 819,  
Rotherham  
S60 9NR

and **#SiteName#** ("the Tenant")

of Society Secretary

**#Address1#**

**#Address2#**

**#Address3#**

**#Town#**

**#PostCode#**

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 (RAA) Landlord or 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 Society agrees to take all that piece of land situated at? ("the Allotment Site") containing approximately **#Area#** square metres / ? Acres. Which includes only the cultivatable allotment plot land. (Not included are internal communal site roads, pathways, car parking areas and land not available for allotment cultivation). (**Subject to Head lease confirmation**) more particularly delineated/for the purpose of identification only edged red on the plan annexed hereto (subject to any exceptions reservations and provisions contained in any deed or document under which the RAA holds or derives title to the land) excepting and reserving to the RAA and those authorised by it: -
  - 2.1.1. All mines and minerals, including top soil.
  - 2.1.2. The right to have erect and maintain advertisements
  - 2.1.3. The right to use any existing right of way



### 3. Tenancy and Rent

- 3.1. Initial rental will be for the period **1<sup>st</sup> January to 31<sup>st</sup> December 2027**, based on total cultivatable area of **#Area#** square metres at ? per square metre. Total rent for this period shall be **#YearRent#**. Payment made by the invoice due date will warrant a discount of 10% subject to the society meeting the following criteria: -
  - 3.1.1. Having in place a fully operational constitution and a copy of such being lodged with the RAA prior to the rental period commencing.
  - 3.1.2. Following the society's AGM a copy of the minutes and financial statement (audited accounts) is lodged with the RAA. (dependant on the date of the society's financial year and AGM – if held prior to the invoice date and copies lodged with RAA, discount can be deducted from the invoiced amount – If held at a later date the discount will be refunded to society when copies lodged).
- 3.2. Thereafter, the Allotment site shall be held annually by payment of the annual rent in advance. Payment made by the invoice due date will warrant a discount of 10%, subject to the criteria detailed in 3.1.1. and 3.1.2 above.
- 3.3. Twelve (12) months' notice of any rent increase will be given by the RAA to the Society.
- 3.4. Water supply and any other service charges will be the responsibility of the society, where applicable.

### 4. Society Covenants

- 4.1. The Society will: -
  - 4.1.1. Appoint a committee of management in line with RAA or NAS model constitutions, a minimum of five persons (the quorum) to include Chairman, Secretary and Treasurer and a maximum of eight other committee members, to be responsible to the RAA for the conduct and affairs of the Society; All financial matters to be signed off by at least two members of the committee. Provide the RAA with the names and addresses of Chairman, Secretary and Treasurer and notify the RAA immediately of any change of membership for the above committee members;
  - 4.1.2. Use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Society to its members;
  - 4.1.3. Only let the Allotment Site to individual tenants in accordance with the clauses listed in this agreement and the 'Allotment Rules' as annexed to this Agreement as Schedule 1 and in full compliance with 'Heads of Terms' between RAA and RMBC as Schedule 2. (Societies can enhance allotment



rules and policies, by mandate at their AGM's, however the basis must be the Allotment rules and policies of the RAA which are available on our website – [www.rotherhamallotments.org.uk](http://www.rotherhamallotments.org.uk))

- 4.1.3.1. It should also be noted that all individual plot holders on this society managed site become shareholders in RAA (in line with The RAA Community Benefit Society rules) Therefore, it is imperative that we are provided with all contact details for every individual plot holder, name, address, email and contact telephone number.
- 4.1.3.2. As a shareholder on payment of rental for the plot, there is then an obligation to ensure that the plot is maintained in line with RAA rules and policies (and /or any society rules and policies that enhance the RAA rules and policies).
- 4.1.4. Not cause or permit to the occupier of any other land belonging to the RAA nor adjoining owners of occupiers nor the general public any nuisance or annoyance and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the RAA or Society for the use of the occupiers of the Allotment Site;
- 4.1.5. Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Landlord provided always that this clause shall not apply to fruit trees grown by individual plot holders;
- 4.1.6. Be responsible for the day to day management of the Allotment Site and shall sublet the individual plots to members of the Society and shall keep a waiting list for that purpose
- 4.1.7. Provide RAA with a complete list of all individual plot holders details – name, address and email/text address (if available). Notify the Landlord of changes in any tenancy to maintain an up-to-date register at all times. Changes to tenancies to be notified to RAA within 14 days.
- 4.1.8. Make available for inspection by each allotment plot holder a copy of this Agreement and the Society rules regulations.
- 4.1.9. Maintain a list of potential allotment plot holders and let any vacant plot in accordance with the Society rules regulations and byelaws (if any) which shall include provision for a waiting list to be maintained and vacant plot offered in order of date of application. If requested to do so to provide the RAA with full details of the tenancies and waiting lists;
- 4.1.10. Not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list referred to clause 4.1.10 above;



- 4.1.11. Not assign or transfer the whole or any part of the Allotment Site save to allotment holders as individual allotments in accordance with the terms of this Agreement.
- 4.1.12. Use or permit the use of any building provided on the Allotment Site only by members of the Society and their guests in connection with the use of the allotments as permitted by this Agreement and not make any alteration or addition to the building except with the previous consent in writing of the RAA;
- 4.1.13. The keeping of livestock on the allotment site. Currently in line with the 1950 Allotment Act it is permitted to keep Hens (not cockerels), rabbits and bees (subject to beekeepers being fully registered as such). Societies can, by mandate of their AGM agree to restrict livestock keeping but not to allow other livestock than allowed under the 1950 Allotment Act.
- 4.1.14. Specific to the Wharf Road, Kilnhurst site **NO LIVESTOCK** is permitted on this site due to a historic covenant agreed by RMBC and the neighbouring residential properties.
- 4.1.15. The Society will be responsible for:  
The external and internal maintenance of communal and any other building on the site, cost of all heat and light provided for the building and keep the building in a clean and tidy condition at all times.
- 4.1.16. The Society must familiarise itself with the 'Heads of Terms' lease between the RAA and RMBC to ensure all Society actions are in compliance.

## 5. Entry onto the Site

- 5.1. Any duly authorised agent of the RAA shall be entitled at any time to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and the Society's records and shall inform the Society of the results of the inspection upon request;

## 6. Termination of Tenancy

- 6.1. This Agreement may be terminated;
  - 6.1.1. By either the RAA or the Society giving at least 12 months' notice in writing expiring on or before 6 April or on after 29 September in any year, or
  - 6.1.2. By re-entry by the RAA at any time after giving 3 months previous notice in writing to the Society on account of the Allotment Site being required by RMBC (Land Owner) for any purpose be it all of any part of the site for which the land was acquired by the Council or has been appropriated under any statutory provision or for building mining or any other industrial purposes of for roads or sewers necessary in connection with any of these purposes.



6.1.3. By re-entry by the RAA at any time after giving 1 month's previous notice in writing to the Association if

6.1.3.1. the rent or any part thereof is in arrears of not less than 40 days whether legally demanded or not, or

6.1.3.2. the Society has breached any of the conditions contained herein;

## **7. The Landlord Covenants**

7.1. The RAA will be responsible for the following: -

7.1.1. Site security, perimeter fences and gates. Hedge rows which form any part of the site perimeter and abut allotment plots is the responsibility of the plot tenant to maintain these hedges on the allotment side only.

7.1.2. Structural repair to community buildings, toilets and toolsheds provided in the main by RMBC in the first instance.

7.1.3. Major repair to any services provided to sites, water, electricity. It is anticipated that the society would undertake any minor repair to water taps.

7.1.4. Sites with electricity need to comply with legislation. It will be the society's responsibility to ensure any appliances are PAT tested as required. RAA will undertake to ensure that the EICH fixed wire 5 yearly testing is completed.

7.1.5. RAA will ensure that all community buildings have the correct fire safety equipment in place and maintained.

7.1.6. Any buildings or structures which have been provided by the society will be the society's responsibility to meet the above requirements for electrical and fire safety as applicable.

7.1.7. Internal roadways and communal access pathways will be maintained to ensure that there is no health and safety issues. However, societies should ensure that roadways are not abused through incorrect usage. Please see the RAA Vehicle Policy for guidance.

7.2. The RAA will endeavour to achieve grant aid funding to aid projects proposed by Societies and approved by the RAA Board of Directors with the overall objective of improving and enhancing the provision of allotments and beneficial to allotment tenants.

## **8. Notices**

8.1. Any notice required to be given by the RAA to the Society under clause 6 above may be given by sending by registered post or by recorded delivery service a written notice to the last known registered address of the Society or the last known address of its secretary or by fixing the same in some conspicuous manner on the allotment site but in the event of the RAA giving notice under clause 6 above the RAA may as an alternative serve notice by ordinary post or by hand and any notice



required to be given by the Society to the RAA shall be sufficiently given if signed by the secretary of the Society and sent by registered post or recorded delivery to the RAA at the RAA's address given at the commencement of this Agreement.

**Executed by the Rotherham Allotment Alliance by signing by the Chair and Secretary**

Date #DateLet#

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Brian Steele (Chair)

Date #DateLet#

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Jack Taylor (Secretary)

**Executed by the Society by signing by Two members of the committee (Chair & Secretary)**

Date

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Print name:

Date

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Print name:

#DateLet# #SiteName#

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