

# Alers Road Conditions of Tenancy

## 1 The tenant shall: -

- (a) pay the rent referred to in the Agreement, or such other rent as the Association may from time to time determine, in advance on the first day of January each year;
- (b) (i) maintain and cultivate the allotment garden in a clean, weed free and tidy condition;
- (b) (ii) cultivate the allotment garden to a minimum level of 25% at the end of the first three months of tenancy and to a minimum level of 75% at the end of twelve months tenancy and to continue at a minimum of 75% thereafter, failure without good reason to attain and maintain these levels, shall be deemed to be a breach of this condition;
- (c) not grow on any part of the allotment garden, uncultivated blackberries;
- (d) keep all paths adjoining the allotment garden clear and free from weeds and rubbish;
- (e) protect to the best of his ability all fences and walls belonging to a third party from damage;
- (f) observe and comply with all terms, covenants and conditions contained in the Conveyance, Lease or Agreement (if any) under which the Council hold the land on which the allotment garden is situated, as well as any other special condition which the Association consider necessary to preserve the allotment garden from deterioration and of which notice in writing shall be given by the Association to the tenant;
- (g) permit the Council, their officers and other persons authorised by the Council or Association to enter and inspect the allotment garden at any time;
- (h) quietly yield up the allotment garden to the Association or Council upon the determination of the tenancy;
- (i) not cause any nuisance or annoyance to the Association, Council or occupier of any other allotment garden nor obstruct any path, road or access way on the land which the allotment garden is situated;
- (j) not place or use barbed wire for a fence adjoining any road or path on the site;
- (k) not interfere with or remove any hedges, fences, walls or boundary marks forming part of the allotment site;
- (l) the tenant shall not without the previous consent in writing of the Association; -**
- (l) (i) cut or prune any timber or other trees nor take, sell or carry away any mineral, gravel, sand or clay; and
- (l) (ii) erect on any allotment garden any building other than a tool shed not exceeding 2.45m (8ft) in height, 1.85m (6ft) in width and 2.45m (8ft) in length, constructed of suitable materials so as not to present an unsightly appearance.
- (l) (iii) keep Bees or Hens on the allotment plot;
- (m) not assign, underlet or part with the possession of the allotment garden or any part thereof;
- (n) take all reasonable precautions to prevent the entry of any animal into the allotment garden;
- (o) take all reasonable precautions to prevent the entry of children under 16 years of age, unless accompanied by the tenant or a responsible adult acting on his behalf;
- (p) not invite, and take all reasonable precautions to prevent, entry on to the allotment site by any member of the public who is not a current tenant on the allotment site or an immediate member of the tenants family living at the registered tenants home address or as authorised by the Association or Council in writing to enter onto the allotment site;
- (q) not bring on, and take all reasonable precautions to prevent others from bringing on, to the allotment site any rubbish or material inappropriate to the proper cultivation of the allotment garden, unless having obtained prior written consent from the Association;
- (r) to maintain allotment site security by closing and locking the gate after entry or exit from the allotment site;
- (s) Access to the allotments is prohibited between 22.00 hours and 05.00 hours. Any tenant or other person found on the site during the prohibited hours may have their tenancy terminated and/or their permission to enter the allotments terminated by the Council with immediate effect. If any tenant wishes to gain access to the allotments outside of the times permitted they may apply to the Council in writing for permission. Unless and until the Council confirms in writing whether or not access may be made to the allotments outside of the permitted times, the prohibition remains in effect. The Council may impose conditions on any permission granted. The Council need not give any reason for refusing or imposing any conditions on any application;
- (t) not bring on, and take all reasonable precautions to prevent others from bringing onto the allotment site any carpet, tyres, glass or scaffolding poles;
- (u) ensure the plot is clearly numbered, and the whole plot is clearly defined.

## 2 The Association shall: -

- (a) pay all the rates, taxes and other outgoings in respect of the allotment garden; and
- (b) keep all boundary fences and walls belonging to the Council in a reasonable state of repair.

## 3 The tenancy hereby created shall continue hereafter on an annual basis until determined by: -

- (a) the Association or the Council serving a Notice to Quit or Re-entry in accordance with the provisions of the Allotments Acts 1908 to 1950 and;
- (b) the tenant giving the Association not less than one weeks notice in writing at any time;
- (c) The agreement will also be determined six months after the death of the tenant;
- (d) If the rent or any part thereof (whether legally demanded or not) is in arrear forty days or more after it has become due or if there is any breach of non-observance by the tenant of any of these conditions or if the tenant shall become bankrupt or compound with or make an assignment for the benefit of his creditors then notwithstanding anything to the contrary set out in these conditions, the Association may at any time thereafter re-enter upon the allotment garden and thereupon the tenancy shall cease;
- (e) Any notice to be given by the Association or the Council to the tenant may be served by being left at or sent to the last known place of abode of the tenant or by being left in some conspicuous place on the allotment garden.