

BRANCASTER ALLOTMENT SOCIETY

Tenancy Agreement for Allotment Plot

An Agreement made this day (*date*)..... between Brancaster Allotment Society (the Society’) of the one part and

(*full name of tenants*).....The Tenant

of (*Address*):.....

.....

Post Code:

Landline Telephone Number(s):

Mobile Number(s):

Email address(es):

of the other part.

Whereas the Society agrees to Lease and the Tenant agrees to take on a yearly tenancy (‘the Tenancy’) from the(*start date*) the Plot being that land shown highlighted in yellow on the plan annexed to this Agreement provided by the Society and comprised of 125/250 square metres or thereabouts and subject to any exceptions and reservations contained in the lease (‘the Head Lease’) under which Brancaster Parish Council (‘the Council’) holds such land (a copy of which can be inspected by application to the Clerk to the Council) at the yearly rent of £22.50/£45.00 payable yearly and at a proportionate rent for any part of a year over which the Tenancy may extend. Rent for succeeding years will be set annually by the Society. No refund of any rent already paid shall be due to the Tenant.

This Agreement is subject to the Allotments Acts 1908 to 1950 to any Regulations endorsed to or on this Agreement and to the following Conditions:

1. The rent shall be paid in advance on 1st January in each year.
2. Subject to the discretion of the Management Committee of the Society, the Tenant shall be and remain a permanent and full time resident of the Parish of Brancaster, Brancaster Staithe or Burnham Deepdale.
3. The Tenant shall cause the Plot to be used for allotment gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his/her family) and no other purpose.
4. The Tenant shall keep the Plot clean and free from weeds and in a good state of cultivation and fertility and in good condition.
5. The Tenant shall not cause any nuisance or annoyance to the occupiers of other plots, or obstruct or deposit refuse on any path set out by the Society for the use of the plots or trespass on or deposit refuse on the adjoining land.
6. The Tenant shall not underlet, assign or part with possession of the Plot or any part thereof.

7. The Tenant shall not cut or prune any timber or other trees belonging to the landowner or take sell or carry away any mineral sand gravel clay earth treasures or artifacts.
8. The Tenant shall apply minimal sprays to the Plot and shall not apply sprays to any other plots intentionally or unintentionally. Please refer to our website for more guidance.
9. The Tenant shall keep any hedge on the Plot properly trimmed, shall keep all ditches on the Plot properly cleansed and maintained and shall keep in good repair any fences, gates and buildings on the Plot
10. Any domestic chickens must be kept securely penned so as not to inconvenience other plot holders. Due regard must be paid to animal welfare. Any directions from DEFRA or similar bodies must be complied with. For more detailed rules, see our website.
11. The Tenant shall not, without the express written consent of the Society, and the appropriate permissions from other bodies, erect any building (including shed, greenhouse or poly tunnel) on the Plot and shall remove any such building on expiry of the Tenancy. The Society will not give consent unless the building complies with the Society's published guidelines. If the building proposed requires planning consent the Tenant will be responsible for making and paying for the application. If any competent authority should serve an enforcement notice on the Society or the Tenant in respect of a building on the Plot then such notice will be complied with immediately.
12. Any member of the Management Committee of the Society shall be entitled at any time to enter upon and inspect the Plot and any building thereon and such member shall be entitled to trim the hedges clean the ditches and repair any buildings fences or gates on the Plot and should the Tenant neglect to cut to prevent from seeding any docks thistles or other noxious weeds growing upon the Plot any such member may carry out the work and the cost thereof shall be recoverable from the Tenant as rent in arrears.
13. The Tenant shall be responsible for erecting and maintaining an internal fence on the Plot if he or she desires such fence.
14. The Tenant shall not undertake any activity on the Plot or bring on to the Plot any substance or object which is now or in the future undesirable in the opinion of a majority of the Management Committee of the Society. A list of those items considered undesirable can be obtained on application to the Secretary of the Society.
15. As regards the Plot, the Tenant shall observe and carry out any and all conditions and covenants contained in this Agreement the Head Lease and the Constitution of the Society.
16. The Tenancy of the Plot shall terminate whenever the Head Lease shall terminate.
17. The Tenancy may be terminated by the Society by re-entry on to the Plot after one month's notice:
 - If the rent is in arrears for not fewer than 40 days; or
 - Where the Tenant is not duly observing and/or carrying out the terms of the Tenancy; or
 - Where the Tenant becomes bankrupt or compounds with creditors.
18. The Tenancy may also be terminated by the Society by giving 6 months prior written notice, It may be terminated by the tenant by giving 1 months written notice (note above, no refund of any rent already paid will be due to the tenant)..
19. All notices and consents under these conditions may be given or served on the Secretary of the Society and shall be deemed sufficient if served upon the Tenant or left at his usual or last known place of abode or business or on the Plot.
20. The Tenant shall pay to the Society an equitable proportionate part of any rates, council tax or other local rates or taxes which may now be or in the future may become payable by the Society.
21. If water is provided to the plots generally, the Tenant will abide by any rules set by the Management Committee of the Society for the use of such water. Note – No mains water connection.

Tenants agree to become members of the Brancaster Allotment Society on signing this Tenancy Agreement and agree to abide by the Society's Constitution and Code of Conduct. The annual members fee of £5.00 per member is payable in addition to the rent.

Code of Conduct:

Members and visitors to the site are expected to respect one another, the land, the plants and wildlife; and to act responsibly at all times as set out in the allotment tenancy agreement.

I agree to support the objectives of the Society as laid out in the Tenancy Agreement and abide by its Constitution and Code of Conduct.

The General Data Protection Regulation (GDPR)

I consent to my submitted data being collected and stored by Brancaster Allotment Society. Please tick box for Yes or cross or leave blank for No.

Tenant(s) sign here

.....
(Date)

Please make your cheque payable to "Brancaster Allotments Society" and post to the Secretary - Peter Kane - 1 Common Lane, Brancaster Staithe, Kings Lynn, Norfolk, PE31 8BL.

Application for tenancy approved by

.....Chair/Treasurer/Secretary

Signed Date

on behalf of Brancaster Allotment Society

Fee paid (rent + membership fee)

Plot Number

Membership Effective from or already a member

Guideline on Allotment Structures

SHEDS:

The following specifications are required for those who wish to erect an Allotment Shed;

- Construction: Must be from timber.
- Base: May be timber or slabs – floated concrete is not permitted.
- Maximum dimensions: 8 foot long by 6 foot wide and 8 foot 6 inches high external dimensions.
- Permission required: The above and the following are a guide only – no shed may be erected until an application has been made to the Brancaster Allotment Society Committee and permission has been granted.
- Please note the following:
 - All buildings must be constructed of new or perfectly sound materials.
 - The use of the following materials is specifically prohibited:
 - Bricks or blocks (other than loose as a base).
 - Asbestos.
 - Hardboard.
 - Sheet metal
 - Corrugated iron
 - Any building erected which is found upon inspection to be unsatisfactory or unsightly will be required to be removed.
 - The shed may only be used to store tools, material and other items which are directly related to the use of the Allotment Plot. The final decision as to what is appropriate lies with the Committee.

GREENHOUSES:

A Greenhouse may be erected (subject to the forgoing) to a maximum size of 8 foot by 6 foot.

OTHER STRUCTURES:

No building or structure (such as polytunnels, fruit cages, chicken coops) may be erected until an application has been made to the Brancaster Allotment Society Committee and permission has been granted.

Any structure erected on an Allotment Plot should have regard to neighbouring plots, particularly with regard to shading.

Appendix 1.

The following are not allowed on or in the vicinity of the allotments:

Shooting

Harming wildlife (other than recognized pests such as rats)

Rat Poison (see further details on the rules section of the website)

Camping, Caravans, motor homes, tents, overnight stays

Overnight parking

Scrap

Scrap vehicles

Dumping

Boats

Trailers

Sewerage sludge

Bonfires (other than organised by the committee)

Hazardous waste

Loud music or music played such as to annoy other allotment holders

Razor wire

Barbed wire

Livestock or animals (other than domestic chickens)

Criminal or dangerous behaviour

Booby traps

Generators

Fishing equipment

Dogs unless under control

Machinery other than that for use on the allotment as allowed by the committee.

Genetically modified crops

Treasure hunting or metal detecting

The Committee retains the right to add to this list, retrospectively if necessary.



plot 12 Ken and Heather Tidd
plot 11 Dave Smith
plot 10 Peter & Stephanie Kane
plot 9 Brad Fitt & Shane Iveson
plot 8 Peter & Stephanie Kane
plot 7 Richard & Pauline Seppings
plot 6b Phill and Sue Bowler
plot 6a Peter & Stephanie Kane
plot 5b Alan & Arline Townshend
plot 5a Michelle Beckert & Marek Pawlowski
plot 4 Alan Wright
plot 3 Alan Townshend & Arline
plot 2 Jeni Boyd
plot 1 Stephen & Deanee Clark

plot 25 Dave Smith
plot 24 John Gregory
plot 23 John Gregory
Plot 22 Ken & Heather Tidd
plot 21 Ken & Heather Tidd
plot 20 Marcus & Helen Townshend
plot 19 Keith & Carole Ransom
plot 18 Anthony & Virginia Law
plot 17 Stephen & Hazel Noakes
plot 16 Sue Lancey
plot 15b Vacant
plot 15a Steve Foster
plot 14 Norman & Beryl Raynore

