

Weston- super-Mare



Allotment Club

Important Notice: Unacceptable behaviour will not be tolerated at our allotments.

- Misconduct, aggression, or abuse towards committee members, volunteers, staff, or fellow plot holders is strictly prohibited.
- Committee members are unpaid volunteers and deserve respect.
- Continued misbehaviour will result in immediate eviction from your plot.

AN AGREEMENT made on the

BETWEEN WESTON-SUPER-MARE ALLOTMENT CLUB (hereinafter

referred to as 'The Club') acting by the hand of Officer of

the one part, and of

..... (hereinafter

referred to as 'The Tenant') of the other part.

****Agreement Terms:****

It is agreed as follows:

1. (a) The Club leases, and the Tenant accepts, from the _____ day of

_____,
ALL THAT Allotment Garden known as number _____
l o c a t e d _____ a t

_____,
containing approximately _____ meters (hereinafter referred to
as 'The Allotment').

(b) The Tenant shall hold The Allotment for the purpose of an Allotment Garden on an annual basis until either party decides to terminate this agreement, as outlined below. The yearly rent of £ _____, as stated in this agreement, is to be paid on the first day of April/October each year (subject to annual review).

2. The Tenant hereby agrees with The Club as follows:

- (a) ****Allotment Agreement Terms:****

2.1. ****Rent Payment****: The tenant agrees to pay the requested rent on the specified days and in the manner previously described, without any deductions.

2.2. ****Maintenance of Allotment****:

- The tenant must maintain the allotment to the satisfaction of the Allotment Club's Management Committee or an authorized representative. This includes keeping the allotment free from weeds, well-mulched, and cultivated properly (at least 65% cultivation) throughout the duration of the agreement.
- Upon termination of the agreement, the tenant must leave the allotment in a clean and tidy condition to the satisfaction of the Club. The tenant may also be required to remove any buildings or structures they have erected.

2.3. ****Repossession Rights****:

- The Club reserves the right to repossess the allotment if the level of maintenance falls below acceptable standards. In such a case, the tenant will receive two weeks' notice, along with the name and address of the site representative.
- At the end of the rental period, the key must be returned to the site representative, and the deposit will be refunded within 28 days.

2.4. ****Boundaries and Common Spaces****:

- The tenant must leave a space of at least 25 cm (9 inches) wide between their allotment and adjacent allotments, measured from the centre of each boundary stone or peg. This ensures a furrow of at least 50 cm (18 inches) wide exists between the allotments, and the tenant must maintain their half of this furrow.
- The plot identification marker must not be moved or removed, and it is the tenant's responsibility to keep it visible.

2.5. ****Inspection Rights****:

- The tenant must allow any authorised officer of the Club, or any member of the Committee delegated with Club functions, to enter and inspect the allotment at any time.

2.6. ****Cultivation Restrictions****:

- Tenants must not encroach upon or cultivate any land or paths adjacent to the allotment or exceed the limits of the designated furrows.
- No trees or shrubs may be planted in a manner that could harm other allotments or create nuisance to other tenants.

2.7. ****Building and Structures****:

- Tenants must not cut or prune any trees or remove any minerals, gravel, sand, or clay without written consent from the Club's Management Committee.
- Tenants may not erect any structures on the allotment without prior written consent, except for standard types approved by the Committee. These structures must be erected and maintained by the tenant at their own expense and must meet the Committee's requirements. Maximum structure size 2.4M X 1.8M.

2.8. ****Livestock Regulations****:

- A maximum of twelve chickens may be kept on the allotment. The tenant may not conduct any trade or business related to this and must not keep cockerels. chickens must be properly fenced off to the satisfaction of the Club Management Committee and the RSPCA. No other livestock is permitted.

2.9. ****Dog Regulations****:

- Dogs must be kept under control and must not cause damage or nuisance to other tenants. Tenants are responsible for cleaning up after their dogs and ensuring they do not foul other plots.

2.10. ****Fruit Tree Restrictions****:

- The tenant is not allowed to plant any standard fruit trees or other varieties, except those grown on dwarfing rootstock and properly maintained.

2.11. ****Commercial Use Prohibition****:

- The allotment may not be used as a market garden, and no produce from it may be sold.

2.12. ****Subletting****:

- The tenant must not assign, sub-let, or part with possession of the allotment or any part of it.

2.13. ****Address Changes****:

- The tenant must notify the site representative of any change of address immediately upon occurrence.

2.14. ****Plot Holder Activity Restrictions****:

- To maintain a peaceful environment for all residents and plot users, the following rules apply:
 - Use of machinery, burning of fires, or any activity that may cause a nuisance to neighbouring residents is not permitted:
 - Before sunrise or after sunset on weekdays.
 - Before 10:00 AM on Sundays, regardless of sunrise time.

These terms are intended to ensure the proper use and maintenance of the allotment for all tenants.

3. The Club will provide, whenever possible, the following: maintenance of car parking areas, security measures (including internal fences, locks, and keys), access tracks and roads, water troughs, maintenance of bays for depositing manure and other composting materials, and relevant notices.
4. In the event of a foot and mouth disease outbreak, the Council will control the provision of manure. All deliveries must be referred to the Council.
5. Tenants are responsible for keeping gates locked. Those who do not adhere to this responsibility may be required to vacate their plot if the committee votes in favor of that action. Additionally, any costs resulting from fly-tipping will be distributed among tenants through the annual rent.
6. The size of plots available to prospective tenants will depend on availability and demand. For *example, there is usually a waiting list, and it may be possible to subdivide some plots.*
7. To ensure fairness based on demand and availability, a maximum holding of 60 meters per individual will be implemented. Clubs and organizations will have a holding limit based on a percentage of the total area..
8. Damage to Council or Club property may lead to termination of allotment tenancy and possible prosecution.

Tenants are required to notify their site representative of the following: accidents and injuries sustained on-site, acts of vandalism, damage to their property (including cars), and theft of tools, equipment, or produce.

The Club agrees with the Tenant that, upon paying the agreed rent and fulfilling the various obligations outlined in this agreement, the Tenant shall have the right

to peacefully hold and enjoy the Allotment for the duration of this agreement without any interruption from The Club or any individuals who might claim rights under or in trust for The Club.

It is hereby agreed that the following conditions shall be provided at all times:

This Agreement may be terminated in the following ways:(a) The Club may give at least twelve months' written notice to the other party to vacate The Allotment. This notice must expire on or before the 6th day of April or on or after the 29th day of September in any year

- (b) The Club may re-enter The Allotment if The Tenant breaches any of the provisions of this Agreement
- (c) The Council may re-enter The Allotment after providing The Club with three months' written notice at any time, if the land is required for building, mining, or any other industrial purposes, or for road or sewer work necessary for those purposes.
- (d) The Council may re-enter The Allotment at any time if the land is needed for housing purpose
s under the Housing Acts 1936 to 1972. For any other land (not required for housing), the Council must give The Club three months' written notice if the land is required as the Local Authority for purposes other than agriculture, as specified under statutory provisions.

**PRIVACY NOTICE
WESTON-SUPER-MARE ALLOTMENT CLUB**

The Weston-super-Mare Allotment Club is the Data Controller under the new data protection law. We will use the information you provide on this form to manage the allotment site and renew your annual Tenancy Agreement.

The legal basis for processing your data is the necessity to fulfill a contract and your consent.

We will retain your data for six years following the termination of your allotment plot. Your information will be shared with the Weston-super-Mare Town Council, the owner of the allotment site.

You have several rights under data protection law, including the right to request access to your information. You also have the right to file a complaint about our handling of your personal data with the Information Commissioner's Office at <https://ico.org.uk/>.

The information you provide will only be used for the stated purposes. For further information about how we process your data, please visit our website at www.wsm-tc.gov.uk.

If you have any questions regarding this privacy notice, please contact the Weston-super-Mare Allotment Club by post or email at the following address:

Club Contact Email Address: wsmallotments@yahoo.com

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by the said Officer,

Site Representative of

SIGNED by the said Tenant

Signature

*NOTE, Cultivation:- Prepared and used land for gardening and crops.Excludes - strimmed once or twice a year and covered in Plastic, (only kills the top growth not the roots)