

HOBBS ALLOTMENTS AND GARDEN SOCIETY

(Founded 2011)

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THE COMMITTEE: Janice Laing (**Chair**), Geoff Martin (**Secretary and Membership**), David Robinson (**Treasurer**), Alan Bone, Tony Kerslake, Sue Ford, Alison Weller, Simon Buckleton, Ali Walpole.

PLEASE RETURN A PRINTED OR EMAILED SIGNED COPY OF THIS TENANCY AGREEMENT TO THE SECRETARY AT THE TIME OF PAYMENT. NEW TENANTS MUST ALSO SEND A COPY OF THE APPLICATION FORM.

The terms and conditions of the tenancy as agreed by the Committee of Hobbs Allotments and Garden Society are as follows:

Preference will be given to people living in the parishes of Ford, Clymping and Middleton-on-Sea. Applications should be sent in writing or electronically to Geoff Martin, 10 The Beaches, Waterford Gardens, Climping, West Sussex, BN17 5PQ. The rent must be paid annually before 31st March. The rental period runs from 1st April to 31st March. The charges are, per annum: £35 for a 2.5 rod holding, £46 for a 5 rod holding, £62 for a 7.5 rod holding and £72 for a 10 rod holding. The fee includes a contribution to insurance. New members are required to pay a £50 deposit for a 2.5 rod plot or £75 for a 5 rod plot at the time of taking up a tenancy. The deposit will be returned at the end of the tenancy if the plot is left in a tidy and re-lettable condition. There is a three month probationary period for all new tenants at the end of which sufficient progress in cultivation should have been made.

Cheques should be made payable to: Hobbs Allotments and Garden Society and sent to the Secretary. Alternatively, BACS payments can be made to Hobbs Allotments and Garden Society, sort code 60-13-18, account number 44628951.

Use of the site and facilities is completely at the personal risk of the tenant, and Hobbs Allotments and Gardens Society will not be held responsible for any injury or accident, nor for damage caused to any equipment or items belonging to the tenant. The plot may only be used for the cultivation of vegetables, fruit and flowers. No tenant may hold more than 10 rods at any time, and tenants may not use their plots for commercial purposes.

1. Tenants wishing to plant fruit trees must apply in writing to the Committee for permission prior to planting. Non-negotiable conditions are to be met before permission will be granted:
 - a) No tree is to be planted less than 1.5 metres from a neighbouring plot
 - b) No tree is to be planted less than 1.5 metres inside the boundary of a plot holder's plot
 - c) Trained stopovers or espaliers may be grown as boundary markers, if they do not exceed 1.5 metres in height.
 - d) Tree height for stand-alone trees is restricted to a maximum of three metres
 - e) Tenants must compost or remove windfall fruit. Fruit must not be left to rot under trees.
 - f) Where permission is granted, the tenant will be expected to adhere to the aforementioned conditions. The Committee reserves the right to withdraw permission and order the removal of the tree(s). In serious cases, the Committee may refuse to renew the tenant's membership of the Allotment Society.
2. No poultry, rabbits or livestock of any kind may be kept on plots.
3. The plot must be kept in good order. Weeds must be kept under control and any lawn or grassy areas kept short and not allowed to go to seed. No vegetation will be allowed to grow over plot boundaries either on to a path or neighbouring plot.
4. The allotment site will be inspected three times a year by 'The Tenants Liaison Committee' who will report any concerns to the full Committee. The Committee will discuss these concerns, and the tenant(s) will be given the opportunity to bring to the Committee's attention anything that they feel is relevant to this discussion. The Committee meetings should be scheduled to give enough time for the Secretary to inform the tenant of the 'Tenants Liaison Committee's concerns and for the tenant(s) to reply, and termination of a tenancy should be the last resort and only after a fair warning with time to comply with a deadline. The Committee's decision will be final.

5. Tenants must not part with the possession of the plot or any part thereof. Subletting is prohibited and will result in repossession of the plot.
6. Tenants may bring dogs onto the site. Dogs must be on a lead at all times, kept under strict control, secured and confined within the boundaries of the tenant's plot.
7. Sheds, poly tunnels, greenhouses and fruit cages are permitted with the consent of the 'Tenants Liaison Committee'. No poured concrete bases are permitted but slabs, bricks, blocks or sleepers are allowed as bases. Structures must be maintained in a good state of repair, and the total size of any structures must not exceed 25% of the plot without the Committee's written consent. Solid or panel type fencing is not permitted.
8. Rubbish must not be dumped on site, except reasonable quantities of manure/compost for cultivation.
9. Tenants must maintain paths and edges of their allotment plot.
10. Tenants must not hinder free passage on site by narrowing or restricting paths with hoses, tools etc.
11. Tenants must keep the base of boundary fences and hedges clear to facilitate maintenance.
12. Tenants must not leave hoses running and unattended and the use of sprinklers is not allowed. Wherever possible, tenants should use water from their own water butts. Filling water butts from the communal water supply is permitted.
13. Tenants must undertake not to interfere with the plots of, or take items and produce from, other tenants. Failure to observe this rule could be grounds for the Committee to terminate the tenancy and inform the police.
14. In the event of any dispute between tenants, the dispute shall be referred to the Committee whose decision shall be final.
15. Bonfires are not permitted other than by the Committee's nominated member(s). Fly tipping on any part of the allotment site is forbidden and such activity could be grounds for termination of tenancy. It is not permitted to bring tyres, bathtubs (or similar objects) and carpet onto the site.
16. All tenants will be obliged to abide by the rules as amended from time to time by the Committee. Rules and any changes thereto will be published by email and displayed on the Society Noticeboard.

Please be aware of the [HAGS Risk Assessment document](#).

Tenancy of the plot may be terminated by the following: -

1. Receipt of notification from a tenant, six weeks notice is required so that the 'Tenants Liaison Committee' can agree with the tenant what action needs to be taken for a deposit to be refunded.
2. The death of a tenant.
3. If the Committee is satisfied that the plot is being neglected after a written request to clear, tidy up or attend to overgrown or nuisance trees has not
4. If the renewal rent is not paid by 1st April.
5. If the tenant fails to comply with the terms of the Tenancy Agreement.
6. If after a three month probationary period, a new tenant has not made satisfactory progress in the view of 'The Tenants Liaison Committee'.
7. If termination is being considered by the Committee the tenant should be informed of this and given the opportunity to make any information that they feel relevant to the Committee at least 24 hours before a meeting. Notice of this impending meeting should be given to the tenant in writing at least five days in advance.

Any decision of the Committee to terminate a tenancy is final.

NAME: _____ PLOT NO: _____

HOME ADDRESS: _____

SIGNATURE: _____ AMOUNT DUE: £ _____

BACS PAYMENT REFERENCE: _____