

**Colwall Allotment
Tenancy Agreement
for Allotment Gardens
at Colwall Village Garden**



**THIS AGREEMENT is made on 25th November 2021
BETWEEN**

(1) Colwall Orchard Trust (“The Landlord)

c/o The Allotment Coordinator, 1 The Way, Mathon Road, Colwall, WR13 6ER
Email: allotments@colwallorchardgroup.org

and

(2) the named tenant(s) (“The Tenant”¹)

Tenant 1 name²:
Email:
Phone:
Address:
.....Post Code

Tenant 2 name:
Email:
Phone:
Address:
.....Post Code

The Landlord agrees to let and The Tenant agrees to take a piece of land (“**the Allotment Garden**”) at Colwall Village Garden Allotments (“**the Allotment Site**”) containing:

Plot number **Plot size** square metres

Declaration

I/We agree to the terms and conditions of this Tenancy Agreement.

I/We have read the Allotment Gardening Safe Way of Working document, and the Provision and Safe Use of Shared Allotment Tools and I/We understand my/our responsibilities and the arrangements in place.

Signature 1: **Date:**

Signature 2: **Date:**

General Data Protection Regulation, 2018: We will not disclose any of the information you give us beyond the Colwall Orchard Trust and the NSALG. We do not sell or supply any of the information you give us to anyone. We will treat the information you give us with respect, as well as in accordance with the law. We will only use the information that you give us to administer the efficient organisation of the Association and to comply with the membership conditions of the NSALG.

¹ Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities.

² Named tenants to include all adults involved in the cultivation of the Allotment Garden

NOW IT IS AGREED as follows

1. Tenancy and Rent

- 1.1. The Allotment Garden shall be held on a yearly tenancy from **1st February 2022** at an annual rent of £0.39552p per square metre which is payable to The Landlord by The Tenant on, or before, the 31st January 2022.
- 1.2. Each named tenant must also pay an additional tenant fee of £8 per year which covers the cost of NSALG membership (providing individual liability insurance for allotmentees) and contributes to the site management.
- 1.3. Two months notice of any rent increase will be given by The Landlord to The Tenant in November of the preceding year to take effect the following year. The rent will be adjusted in line with the Consumer Price Index annually.
- 1.4. Water supply shall be included in the rental charge.

2. Cultivation and Use

- 2.1. The Tenant shall use the plot as an Allotment Garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by The Tenant and their family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 2.2. The Tenant may not carry on any trade or business from the Allotment Site.
- 2.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation after three months and at least $\frac{1}{2}$ of the Allotment Garden under cultivation after twelve months and thereafter, and conforming with this Tenancy Agreement and the details in Schedule 1.
- 2.4. Compost bins should cover no more than 10% of the total area of the Allotment Garden and must be no higher than 1.2 metres.

3. Prohibition on Under letting

- 3.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by The Tenant, from cultivation of the Allotment Garden for short periods of time when The Tenant is incapacitated by illness or is on holiday. The Colwall Allotment Coordinator shall be informed of the other person's name for reasons of site security and in order to offer membership of the NSALG to provide individual liability insurance.)

4. Conduct

- 4.1. The Tenant must comply with the '**CONDITIONS OF USE**' attached as Schedule 1.
- 4.2. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other Allotment Garden holder or neighbouring resident of the Allotment Site and must conduct themselves appropriately at all times.
- 4.3. The Allotment Garden may not be used for any illegal purposes and The Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 4.4. The Tenant shall not enter onto any other Allotment Garden at any time without the express permission of the relevant Allotment Garden holder.
- 4.5. Any person who accompanies The Tenant to cultivate or harvest may not at any time enter onto another Allotment Garden without the express permission of the relevant Allotment Garden holder.
- 4.6. The Tenant is responsible for the actions of children and others entering the Allotment Site with their permission.
- 4.7. The Tenant must not remove produce from any other Allotment Garden without the express permission of the relevant Allotment Garden holder.

5. Disputes between tenants

- 5.1. Complaints should be made in writing to The Landlord. The Landlord will request a written answer to the complaint from the tenant subject to the complaint.
- 5.2. All reasonable efforts will be made by The Landlord to resolve disputes between tenants fairly and quickly. The resolution proposed by The Landlord will be final.

6. Termination of Tenancy

- 6.1. The Tenancy of the Allotment Garden shall terminate:
 - 6.1.1. automatically two calendar months after the death of The Tenant, if they are the only tenant of the Allotment Garden, or
 - 6.1.2. if the rent is in arrears for more than 28 days, and after 14 days' notice in writing by The Landlord or
 - 6.1.3. if The Tenant is not duly observing the conditions of this Tenancy, and after no less than 28 days of receipt of a written notification to comply with the terms and conditions, or
 - 6.1.4. in the event of a complaint by another Tenant being upheld and the tenant subject to the complaint being found to have failed to comply with the conditions of the Tenancy, and after no less than 28 days of receipt of a written notification to comply with the conditions, or
 - 6.1.5. by The Landlord giving at least twelve months notice to the Tenant, or The Tenant giving at least 1 months notice to the Landlord in writing.
- 6.2. In the event of the termination of the tenancy The Tenant shall return to The Landlord any property (tools, etc.) made available to them during the Tenancy and shall leave the Allotment Garden in a clean and tidy condition. If in the opinion of The Landlord the Allotment Garden has not been left in a satisfactory condition, any work carried out by The Landlord to return the Allotment Garden to a satisfactory condition shall be charged to The Tenant (section 4 Allotments Act 1950)³.

7. Contact details and correspondence

- 7.1. Day to day communication with all Colwall Allotment Tenants will be by email, including the annual invitation to renew the Tenancy. The Tenant must immediately inform The Landlord of any change of contact details including postal address, phone, and email address.
- 7.2. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 7.3. Any notice served on The Tenant should be delivered at or sent to their last known home address. Any correspondence to or served on The Landlord should be sent to the address given at the beginning of this agreement or any address specified in a notice given by The Landlord to The Tenant.
- 7.4. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 7.5. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

8. Changes to the Tenancy Terms and Conditions

- 8.1. The Landlord reserves the right to amend or change the terms and conditions of the Tenancy Agreement annually, and with 2 months notice.

³ **Allotments Act 1950, Section 4, Right of landlord of an allotment garden to compensation for deterioration.**

SCHEDULE 1

CONDITIONS OF USE

1. Standards of Allotment Garden maintenance and cultivation

- 1.1. The Tenant must use organic methods of cultivation. For advice see the Garden Organic booklet on The [Principles of Organic Gardening](#) which includes a useful section on how to [Avoid Using Harmful Chemicals](#). Non-organic herbicides, fungicides and pesticides are not permitted to be used on Allotment Gardens.
- 1.2. The Tenant must ensure that the Allotment Garden is well managed and maintained and must not allow their Allotment Garden to become neglected. The Landlord recognises that tenants will differ in the ways that they achieve this goal and encourages a wide range of approaches to allotment holding. However, where an area of more than 50% of the total Allotment Garden area (not including a reasonable area of pathway) is left uncultivated⁴ during the growing season⁵ and at the time of an Allotment Garden Inspection, The Tenant will be given written notice of 28 days to comply before a formal notice is given that the Tenancy will Terminate (as detailed in the Tenancy Agreement, Section 6).
- 1.3. Invasive plants and weeds that risk spreading to other Allotment Gardens or the surrounding environment must be managed and prohibited plants must not be planted or allowed to establish on an Allotment Garden. A list of invasive and prohibited plants is in Schedule 2. Management of invasive plants will include dead heading before seeds are dispersed and removing root spreading plants before they reach the Allotment Garden boundary.
- 1.4. The Tenant should not allow rubbish, cuttings, prunings, etc. to accumulate on or near their Allotment Garden.
- 1.5. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any such matter elsewhere at Colwall Village Garden.
- 1.6. All non-compostable waste shall be removed from the Allotment Site by The Tenant.
- 1.7. Tenants may cover temporarily uncultivated areas of their Allotment Garden, with proprietary membrane or a thick mulch, to discourage the growth of invasive and prohibited plants. If a covered area is greater than 50% of the total Allotment Garden area, then The Tenant must inform The Landlord so that a date can be agreed for re-cultivation. Permanent covering of large areas of an Allotment Garden, during the growing season⁴, will not be permitted unless prior permission from The Landlord has been obtained.

2. Allotment Garden edges and pathways

- 2.1. The Tenant must maintain and trim boundaries of their Allotment Gardens and should not allow any plants growing on their Allotment Garden to become a nuisance and encroach upon mown boundary paths or neighbouring Allotment Gardens. Allotment Garden boundaries will have fixed markers and tenants must not allow their Allotment Garden to extend beyond these. The Landlord will make every effort

⁴ Cultivation of an Allotment Garden is defined as: the maintenance and improvement of the soil; the growing of herb, flower, fruit and vegetable crops; and, the control, prevention and removal of plants that are named on the list of invasive and prohibited plants at Colwall Allotments (see Schedule 2).

⁵ The Growing Season for Colwall Allotments is 1st May to 1st October during which time there will be periodic Allotment Garden inspections by The Landlord.

to contact tenants before taking action to remove vegetation from pathways but reserves the right to cut back encroaching plants.

2.2. Paths between Allotment Gardens and the track with vehicular access along the road-side of the Allotment Site must be kept clear at all times.

2.3. All paths must be kept a minimum of 70 centimetres wide. The main paths through the centre of the Allotment Site must be kept a minimum of 120 centimetres wide.

3. Trees and Hedges

3.1. The Tenant shall not plant any trees, other than dwarf fruiting trees and or fruiting bushes, without the prior consent of The Landlord. All trees and plants shall be maintained to below 2.5 metres in height.

3.2. The Tenant shall keep every hedge that forms part of the boundary of their Allotment Garden properly cut and trimmed to below 1 metre in height.

4. Security

4.1. The Tenant shall be issued with a padlock code to access the Allotment Tool Shed (see section 9).

4.2. The Landlord will not be held responsible for loss, by accident, fire, theft or damage, from the Allotment Gardens.

5. Inspection

5.1. The Landlord will undertake periodic inspections of Allotment Gardens to check on compliance with the Tenancy Agreement. The Landlord may enter the Allotment Garden for the inspection, and full access must be given by The Tenant to The Landlord at a mutually convenient time, if required.

6. Water/Hoses /Fires

6.1. The Tenant shall practice sensible water conservation, utilise harvested water collected in water butts and storage tanks on site, and consider mulching as a water conservation practice.

6.2. The Tenant must ensure that water taps are turned off after use and that covers and lids are left on water storage vessels. No hoses are to be used at any time.

6.3. The Tenant must not contaminate the water supply.

6.4. The Tenant shall have consideration at all times for other tenants when extracting water from water points.

6.5. No fires are permitted on Allotment Gardens.

7. Animals - Livestock and Pets

7.1. The Tenant may not keep livestock of any kind on the Allotment Garden.

7.2. The Tenant may bring pet dogs onto the Allotment Site as long as they are kept on a lead at all times, and they are kept off other Tenant's Allotment Gardens. Any faeces must be removed and disposed of off-site by The Tenant.

7.3. Tenants must not bury or spread the ashes of a family pet or animal on their Allotment Garden.

8. Buildings and Structures

- 8.1. The Tenant shall not erect any building, fence or pond on the Allotment Garden, including a shed, greenhouse or polytunnel. Compost bins, with a maximum height of 1.2 metres may be constructed on the Allotment Garden.
- 8.2. The Tenant shall not use any barbed or razor wire (or similar) on the Allotment Site.
- 8.3. A Tenant wishing to use cloches, or to construct raised beds or fruit cages should seek the permission of The Landlord prior to doing so – there will be limitations on the height and area allowed. Permission will not be unreasonably withheld.
- 8.4. Only safety glass, or glass with safety film applied, or glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 8.5. The Tenant shall keep all compost bins, raised beds and other structures in good repair to the satisfaction of The Landlord.
- 8.6. The Tenant may use netting, horticultural fleece, proprietary weed suppressing membrane.
- 8.7. The Tenant shall not utilise carpets or underlay on the Allotment Garden, or other materials such as tyres.

9. Tools and equipment

- 9.1. The Tenant shall have access to shared tools in the Tool Shed. The Tool Shed should be left locked at all times when unattended. The combination lock code is to be used by The Tenant only, or by an authorised person under section 4 of the Tenancy Agreement. No codes shall be passed to anyone other than a person authorised by The Tenant to work on the Allotment Garden.
- 9.2. The Tenant must return all tools and equipment to the store and leave them tidily in a clean and serviceable condition.
- 9.3. Tenants must not store personal possessions in the Tool Shed.
- 9.4. The Tenant must not store flammable material, or chemicals, fertilisers, pesticides, herbicides, fungicides, oil, lubricants, or any other similar products on their Allotment Garden or in the Tool Shed.
- 9.5. The Tenant must report any damage to shared tools without delay to The Landlord. Damaged items should be placed in the container provided within the Tool Shed.
- 9.6. The Tenant is not encouraged to leave tools on their Allotment Garden and do so at their own risk. If they do so they must ensure that these are stored safely so as not to harm other tenants or visitors to the site.
- 9.7. The Tenant must leave any equipment and materials used on their Allotment Garden, such as canes and netting, or infrastructure such as wooden edges, in a safe way so as not to present a hazard to other tenants or visitors to the site.
- 9.8. The Tenant must sign the Tenancy Agreement declaration on page 1 of this document to say that they have read, understand and will comply with the **Provision and Safe Use of Shared Allotment Tools** document.

10. Pests, Diseases and Vermin

10.1. Any significant or unusual incidence of vermin (eg rats, rabbits) on the Allotment Site must be reported to The Landlord.

11. Notices and plot numbers

11.1. The Tenant will endeavour to maintain the Allotment Garden number provided by The Landlord in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of The Landlord.

12. Car Parking

12.1. Limited parking is available on the allotment site at Colwall Village Garden but there is no guarantee of parking on the site at any time.

12.2. The Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated area for parking by the main entrance next to the Muck and Mulch Delivery Area. Parked vehicles must not obstruct access to the side-track which provides vehicular access to the Community Orchard.

12.3. The Allotment Site will be closed to vehicular access when The Landlord considers the surface conditions are unsuitable for parking.

12.4. The Landlord does not own the entrance driveway to Colwall Village Garden and Allotment Garden holders have no legal right to park their vehicles on the driveway. When it is not possible to park on site, it may be possible to park on the driveway for very short periods of time as long as The Tenant is able to move their vehicle on request and at short notice. Note: The farmer and grazier to the adjoining field may need access through the field gate at the end of the driveway.

SCHEDULE 2

Guide to plants which are prohibited, and those which must be controlled at Colwall Allotments

Prohibited Plants – these must not be planted or allowed to grow on Colwall Allotment Gardens

- Japanese knotweed (*Polygonum cuspidatum*)
- Giant hogweed (*Heracleum mantegazzianum*)
- Himalayan balsam (*Impatiens glandulifera*)
- Rhododendron ponticum (*Rhododendron ponticum*)
- New Zealand pigmyweed (*Crassula helmsii*) (this is banned from sale)
- Bamboo (*Bambusoideae*)
- Any tree without the permission of The Landlord. Fruit trees will be allowed if on dwarf root stock
- No plants over 2.5 metres

Invasive plants – these must be controlled through weeding, removing root spreading plants before they reach the Allotment Garden boundary and dead heading before seeds are dispersed.

- Annual meadowgrass (*Poa annua*)
- Bind weed (*Convolvulus arvensis*)
- Bitter cress (*Cardamine hirsuta* (hairy bittercress), *C. flexuosa* (wavy bittercress))
- Black Bindweed (*Fallopia convolvulus* (L.))
- Blackberry (*Rubus fruticosus* agg)
- Cleaver, Goosegrass (*Galium aparine*)
- Comfrey (*Symphytum officinale*) other than Bocking 14
- Common chickweed (*Stellaria media*)
- Couch (grass) (*Elymus repens*)
- Crabgrass (*Digitaria*)
- Creeping buttercup (*Ranunculus repens*)
- Creeping Thistle or field thistle (*Cirsium arvense*)
- Dandelion (*Leontodon taraxacum*)
- Dock: broad-leaved dock (*Rumex obtusifolius*) and Curled dock (*Rumex crispus*)
- Enchanter's nightshade (*Circaea lutetiana*)
- Green alkanet (*Pentaglottis sempervirens*)
- Ground elder (*Aegopodium podagraria*)
- Groundsel (***Senecio vulgaris***)
- Herb bennet (wood avens) (*Geum urbanum*)
- Herb Robert (*Geranium robertianum*)
- Horsetail (*Equisetum arvense*)
- Lesser celandine (*Ranunculus ficaria*)
- Mint (various in mentha family eg *Mentha spicata*)
- Nettles (*Urtica dioica*, *U. urens*)
- Oxalis (Wood sorrel) (*Oxalis corniculata*, *O. debilis*, *O. latifolia*)
- Poppy (*Papaver* various)
- Ragwort (*Senecio jacobaea*)
- Rosebay Willowherb (*Chamaenerion angustifolium*)
- Russian vine (*Fallopia baldschuanica*)
- Spear thistle (*Cirsium vulgare*)