

# Shapwick Allotment Association

Founded 2023

## Tenancy Agreement - 2024

This is the Tenancy Agreement between the Allotment holder and Shapwick Allotment Association (SAA) herein referred to as the 'SAA', as an agreement to abide by the rules and regulations flowed down to the SAA by Shapwick Parish Council (herein referred to as the "Council"). This agreement is valid for the period January 2024 through to 31<sup>st</sup> December 2024 and will be reviewed and renewed on an annual basis.

The SAA is for the village, and its members are drawn from its parishioners. It is run voluntarily and therefore requires an equal level of support from all members in both its establishment and on-going operation and maintenance. The SAA and individual project teams (water, hedges, grass and general maintenance etc) will request support from time to time to assist in the development of the site and your support and assistance is part of this agreement.

## 1. Definitions

**"Allotment Site"** means the land located between Bridewell Lane and the Church boundary, Shapwick. The allocated area is retained to the west by the perimeter hedge and to the east by a marked; 'north to south' boundary, inside a 'set aside' strip of retained grassland

**"Tenant"** means the person responsible for the allocated allotment plot and all those that share and support the cultivation of that plot. All plot members (who are to be listed on each signed tenancy agreement, must be paid up members of the National Allotment Society (NAS) for every year of tenancy

**"Tenant Allotment"** means the site allocated (either whole or part site) allocated by the SAA under this agreement for the purposes of cultivating fruit, vegetables and flowers

**"Allotment plot"** the area allocated to the Tenant for the period of the Tenancy agreement

**"Conditions of Use"** the conditions of use set out in Schedule 1

**"Growing Season"** means the period April to September in any year

Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.

The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

## **2. Tenancy and Rent**

2.1 The SAA have signed an agreement to hold the Allotment Site for a term of Five year from 1st January 2024 determinable as hereinafter provided subject to payment of the Rent. The rent for each plot will be based on it's size, but also include a yearly contribution to its establishment and yearly upkeep. The fees are payable by the end of October in the preceding year for the following year and are non-refundable.

- Small allotment plot rent £30 for 2024
- Large allotment plot rent £40 for 2024

## **3. Associations Covenant**

3.1 The SAA will retain a committee of management of not less than 3 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association. The management positions will be held for a year, with an AGM in the autumn to determine the committee structure for the following year. Positions on the committee are open to all, meeting monthly.

3.2 As part of the covenant, the SAA will provide the Council with the names and addresses of all committee members and notify the Council immediately of any change of membership of the committee. The Tenant agrees to provide these details to the SAA as part of a combined membership record, to the Council.

The Tenant agrees to;

- Use Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
- To observe and perform the Conditions of Use and ensure that all occupiers of the Allotment Site observe and perform the Conditions of Use

- Not to cause or permit to be caused any nuisance or annoyance to the SAA, the Council nor adjoining plot members, local property owners nor the general public
- Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the SAA and the Council, provided always that this clause shall not apply to fruit trees grown by individual plot holders.
- Be responsible for the day to day running of the plot

#### **4. Termination of Tenancy**

4.1 As part of the SAA agreed terms with the Council, tenants may be asked to make their plots available for inspection. The Tenant shall provide each allotment plot member with a copy of this Agreement and the SAA rules and regulations. Should the Tenant be deemed to have broken the agreed rules, an agreed period of time will be provided to rectify notified issues. Should these issues be protected and unresolved, the SAA reserve the right to terminate the agreement with the Tenant and remove all property from the site.

4.2 Should the SAA encounter a number of unresolvable issues, the Council reserve the right (after giving reasonable notice in writing to the SAA), to re enter the land. This may also include on account of the land being required for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or for building mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or

4.3 By re-entry by the Council at any time after giving 1 month's previous notice in writing to the Association if the rent or any part thereof is in arrears of not less than 40 days whether legally demanded or not, or the Association has breached any of the conditions contained herein.

#### **5. New or Tenancy changes**

5.1 The SAA will maintain a list of potential allotment plot holders and let any vacant plot in accordance with the Association rules regulations and byelaws (if any) which shall include provision of a waiting list to be maintained and vacant plot offered in order of date of application. If requested, the SAA will provide the Council with full details of the tenancies and waiting lists.

5.2 The SAA will not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list. Any transfer of allotment sites will be managed by the SAA and will be dealt with sequentially and follow a period of notice by the departing tenant.

5.3 Each Tenant wishing to terminate their agreement voluntarily must provide the SAA with notice by the end of September in the tenancy year and clear the site within 30 days.

5.4 Use of the SAA provided communal building is for the use of the allotment site only and by members of the Association and their guests in connection with the use of the allotments, as permitted by this Agreement. No alterations or additions to the building are permitted without except the agreement of the SAA committee.

## **6. Entry onto the Site**

6.1 Any duly authorised officer or agent of the Council shall be entitled at any time upon prior appointment (save in cases of emergency) to enter and inspect the Allotment Site and the Association's records and shall inform the Association of the results of the inspection upon request.

## **7. The Council Covenants**

7.1 The Council is responsible for all the boundaries around the outside of the allotment site field, apart from the internal hedge onto Bridewell lane and the hedge to the west of the site. The SAA will maintain those hedges and re build areas where the hedge has fallen into dis repair.

They will also be responsible for removing rubbish from any maintenance of the boundaries, which are the responsibility of the Council under the SAA agreement with the Council.

## **8. Indemnity, Insurances, Security and Safety**

8.1 The SAA or Council are not responsible for any loss, theft, damage or injury to any persons or property on the Allotment Site and all persons who enter the site do so at their own risk.

The NAS insurance provides third party insurance for all NAS members whilst you are on the allotment site. Any further insurance cover will be the responsibility of the Tenant and the plot users.

The SAA will provide both outside and internal security for the Council provided communal shed, but the SAA is not responsible for any loss of personal equipment or materials left in the shed. This remains the responsibility of the Tenant and the plot users.

Although the SAA activity supports the use of the allotments by families, children remain the responsibility of the parents/guardians, under the guidance of the Tenant.

## **Schedule 1**

### **Conditions of Use**

1. Not to obstruct paths or interfere with surrounding plots and communal areas.
2. Not to erect any building or structures (which include without limitation walk in poly tunnels and greenhouses) without the prior written permission of the Council.
3. To keep the Allotment Site clean clear of rubbish and in a reasonable state To ensure that the Allotment Site is under active cultivation during the Growing Season utilising a no dig policy as the preferred method of cultivation recognising that the Allotment Site is within an Area of High Archaeological Importance keeping soil disturbance to a minimum but allowing for the cultivation of crops and fruit trees any artefacts of historical nature discovered on the Allotment Site shall be notified to the Council.
4. Not to park any vehicles on the Allotment Site overnight and to limit vehicular access for the purposes of loading and unloading.
5. Not to allow any overnight sleeping on the Allotment Site.
6. Not to light any fires or bonfires.
7. No livestock, hens or bees may be kept on the Allotment Site.
8. Not to plant any trees (save for small fruit trees which must not exceed 2 metres in height).
9. Not to bring any dogs onto the Allotment Site (unless a registered assistance dog).
10. Not to hold any BBQs/ parties without the consent of the Council.
11. Not to use or allow any solar powered garden lights, metal wind chimes or garish ornaments.
12. Not to cultivate any illegal or injurious plants and to ensure that all brown waste weed roots and diseased plants are removed from the Allotment Site for disposal.
13. Not to erect any fences around the Allotment Site or between any individual allotments plots.
14. Not to use the Allotment Site other than between the hours of dawn and dusk.
15. Not to use any prohibited pesticides, barbed wire, razor wire or anything similar.
16. Not to cause any contamination of the Allotment Site or any adjoining watercourse.
17. Not to allow more than four standard proprietary sized compost bins for each full size allotment plot.



The National  
Allotment Society  
National Society of Allotment and Leisure Gardeners Ltd

# Shapwick Allotment Association

## Tenancy Agreement Signature Page

### 2024 Tenancy

Pitch Number:

Tenant Name (Please Print):

I, \_\_\_\_\_, as Tenant holder do hereby agree to the terms within  
the SAA 2024 Tenancy agreement and will abide by the rules and regulations.

Signed:

Dated:

In the presence of (SAA Committee Member)

Dated: