

TENANCY AGREEMENT
Camberwell and District Allotment Society
Grange Lane Allotments Section

Address for Notices: Email: info@grangelane.org

This Agreement, dated _____, between the Grange Lane Allotments Section ("GLAS") of the Camberwell and District Allotment Society, and the Tenant, sets out the basis agreed for the Tenancy of a Plot within GLAS.

The Tenant: _____ **Plot Number** _____

1. Interpretation

- 1.1. 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.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Plot is shown in the map of the site. Plottolders may not extend their existing boundaries and may be required by the GLAS committee to trim those boundaries to fit in with paths to align with other plots on the site, or to enable safe passage by other plottolders.

3. Tenancy and Rent

- 3.1. Plots are held on a yearly tenancy from 1 November (the Rent Day), on an annual rent of £_____, payable by the Tenant to GLAS. If the Plot is taken before 1 November, the rent payable will be calculated on the basis of the number of days up to, and including, 31 October, from the date of this Agreement, and the renewal date subsequently will then become 1 November. It is requested that rent should be paid by bank transfer to the bank account of GLAS.
- 3.2. Rents will increase automatically and annually in line with RPI unless otherwise agreed. Notice of any other rent increases that may be required will be communicated at the Annual General Meeting of GLAS.
- 3.3. A non-refundable joining fee and key deposit will be charged. The key deposit will be refunded on return of the key.

3.4. An annual CDAS membership fee also applies for each member.

3.5. Water supply is included in the rental charge.

3.6. The tenancy is subject to a 6 month probation. GLAS has the right to terminate the tenancy with 28 days notice if the Tenant does not adhere to the Rules and Regulation, Code of Conduct, CDAS rules and other terms of the tenancy agreement within this probationary period. This probationary period can be extended at the discretion of GLAS with just reasons given.

4. Cultivation and Use

4.1. The Tenant shall use the Plot as an allotment, as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for personal consumption or enjoyment and for no other purpose). It is the Tenant's responsibility to keep the Plot reasonably free from weeds and noxious plants, and in a good state of cultivation and fertility, and in good condition.

4.2. The Tenant may not carry on any trade or business from the Allotment Site.

4.3. The Tenant shall have at least one-quarter of the Plot under cultivation for crops after 3 months, and at least two-thirds under cultivation for crops after 12 months and thereafter (or at the level required by the Dulwich Estate lease).

4.4. No soil, sand, mould, gravel or clay shall be removed from the site, and no rubbish shall be deposited on the roads, hedges and channels/ditches. All channels/ditches should be kept free running at all times. Members are responsible for strimming and keeping tidy the grass paths adjacent to their plots, and for maintaining proper channels/ditches around the edge of their plots.

5. Prohibition on Subletting

5.1. The Tenant shall not sublet, assign, or part with possession of the Plot or any part of it. However, if the Tenant is incapacitated or on holiday, another person may be authorised to attend to the Plot for a short period of time, subject to the Line Manager or Committee agreeing to this and being informed of the other person's name.

6. Conduct

6.1. It is expected that the Tenant may, from time to time, be asked to assist with the maintenance and business of the Allotments as a whole.

6.2. The Tenant must comply at all times with:

- the Constitution of the Camberwell and District Allotment Society
- the Rules and Regulations of GLAS
- the Code of Conduct of GLAS

all of which are available on the GLAS website. Any changes to the Rules and Regulations and Code of Conduct will be agreed at the AGM or EGM and the Tenant must comply with these thereafter.

- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must behave appropriately at all times.
- 6.4. GLAS aims to create an environment where we all feel welcome, respected, and listened to. On the rare occasions of disagreements or conflict, the GLAS Committee will endeavour to resolve these issues. The Tenant agrees to co-operate with the Committee in such matters and should consider mediation if requested to do so.
- 6.5. The Tenant or any person who accompanies the Tenant should not enter onto any other plot at any time without the express permission of the relevant plot holder. The Tenant or any person who accompanies the Tenant must not remove produce from any other plot without the express permission of the relevant plot holder. At times, the Line Manager and/or associated committee members have the right to enter the Plot for inspection purposes.
- 6.6. The Tenant is responsible for the actions of children, helpers and others entering the Allotment Site with his permission. Children must remain on or very near to their parents' allotment and must not be allowed to wander around the site unaccompanied. Parents are expected to be vigilant on their children's behalf to ensure their safety.

7. Lease Terms

- 7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in the lease with the Dulwich Estates.

8. Termination of Tenancy

- 8.1. The tenancy of the Plot shall terminate if:
- 8.1.1. the rent is in arrears for more than 30 days, or
 - 8.1.2. the Tenant is not duly observing the conditions of this tenancy, or
 - 8.1.3. the Tenant becomes bankrupt or compounds with his creditors, or
 - 8.1.4. the Tenant (not in a joint Tenancy) dies or leaves the tenancy, or
 - 8.1.5. the Tenant gives the GLAS committee 28 days notice of departure.
 - 8.1.6. In the event of the termination of the tenancy the Tenant shall return to the GLAS committee any property (keys, etc.) made available during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the GLAS committee the plot has not been left in a satisfactory condition, any work carried out by GLAS to return the plot to a satisfactory condition shall be charged to the Tenant (see section 4 Allotments Act 1950).

9. Change of Address

- 9.1. The Tenant must immediately inform GLAS of any change of email or postal address.

10. Notices

10.1. Any notice given under this agreement may be sent by email, but if not acknowledged, must be sent in writing, and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. Any notice served on GLAS should be sent to the address given in this agreement or any address specified in a notice given by the GLAS committee to the Tenant.

10.2. 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.

10.3. A notice sent by email is to be treated as served on the day on which it is sent, or the next working day if the email is sent after 1600 hours or on a non-working day. It will be deemed to have been sent unless the confirmatory copy is returned to the sender undelivered.

11. Indemnity

11.1 Without prejudice to the Public Liability insurance taken out by the Society, the Tenant shall indemnify the Society and GLAS for any loss or damage sustained by the Tenant, and against all claims in respect of injury, loss of life or property in consequence of the use of the allotment.

Signed by the Tenant

In the presence of

Signed by a Committee Member of GLAS

In the presence of