



## PLOT TENANCY AGREEMENT

An agreement made on   6   /   04   /   2016   between Roots to Fruit Social Enterprise (hereinafter called the Management Group) and the New Tenant (hereinafter called the Tenant). The tenant is renting a pitch or plot for the purpose of growing crops and the use of the agreed faculties at Oakdene nurseries

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TEL:** \_\_\_\_\_

**E Mail:** \_\_\_\_\_

The Management Group agree to let the above Tenant to take on a tenancy where the rent is reviewed annually on the following Plot(s):

Agreed Facilities being used:

- **Pitch/Plot Size 18msq**
- **Access to Disabled toilet**
- **Water and hose pipe**
- **Access to Liquid feed butt**
- **Communal Composting**
- **Open sided shelter within the orchard**
- **Allotted communal shed for sitting in and for carrying out tasks such as potting up (not for storage)**
- **25 baby veg' plants 10% discount on items purchased from Oakdene Nurseries**
- **Timber edging to the plot**
- **The plot will be composted and was dug over**
- **The total cost for the year will be £70.00**

All monies are to be paid into the designated account below:

**Payment must be through electronic transfer please. Unity trust bank. Custom Account. Account Number 20313913Bank Sort Code 608301**

Subject to accepting the following Terms and Conditions:

### A

i. The Tenant shall pay rent due by the end of 12 months from agreed start date (final date of payment to be specified on the invoice).

Packages can be changed once per year on the anniversary of the tenancy commencement or upgraded by mutual agreement at any time.

ii. The Tenant shall use the plot as an allotment and for no other purpose without the prior written consent of the Management group.

iii. The Tenant shall keep the allotment garden free from weeds and well manured and otherwise maintain it in a good state of cultivation and condition and to keep any pathways included therein or abutting thereon reasonably free from weeds.



- iv. The tenant shall not cause or permit any nuisance, offence or annoyance, including noise, to the occupier of any other plot or site neighbour. They must not obstruct or encroach on any path or roadway set out by the Management group for the use of occupiers of the gardens within the said site.
- v. The Tenant shall not sub-let or part with any part of the plots without the prior consent in writing of the Management Group.
- vi. The Tenant shall not without prior consent of the Management Group, in writing, prune any timber or other trees or to take, sell or carry away any mineral, gravel, sand, earth or clay.
- vii. The Tenant shall not without prior consent of the Management Group, in writing, erect any building on the Plot.
- viii. The Tenant shall not erect any fence) adjoining any path set out for the use of the occupiers of the gardens.
- ix. The Tenant shall not deposit, or allow other persons to deposit, on the gardens any refuse or decaying matter (except manure and compost in such quantities as may be required for use in cultivation) or place any matter in the hedges, ditches or dykes situated in the said site or in any adjoining land.
- xi. Not to bring or cause to be brought into the Gardens any dog unless the dog is held on a leash. Dogs must not be allowed to become a nuisance to others. Owners must act responsibly and clean any dog foul caused by their pet from the site
- xii. The Tenant shall not keep any animals or livestock of any kind upon the site.
- xiii. The Tenant shall not erect any notice or advertising on the gardens.
- xiv. The Tenant shall notify the Management Group of any change in address.
- xv. A Tenant whose plot is not in a satisfactory state of cultivation will receive guidance and support to improve the standard within 28 days. Failure to comply with this warning will result in the issuing of a final warning letter giving a further 28 days to improve. Failure to comply will result in the issuing of a termination notice. Should the Tenant's Plot show substantial improvement within the 56 day period the notices may be withdrawn at the discretion of the Management Group. However, if the Plot is again considered unsatisfactory within a six month period commencing from the date of the original warning letter, the Tenant will be asked to vacate the Plot with one months notice. There will be no rent refund. When a Tenancy is terminated the Plot must be returned in good condition.
- Xvii. The tenant uses the site at their own risk and has a duty of care to all other site users taking all common sense precautions to safeguard their own and others wellbeing. Any injuries or illness arising from the use of the site should be reported to the site manager. Any guests brought to the site by the tenant holder are their responsibility, no more than 4 guests maybe brought to the plot.
- Xviii The tenant will not commit any illegal act(s) on or associated with the site, including theft of goods or produce from other allotment holders. The committing of any such act will result in immediate termination of tenancy and may be reported to the police if considered appropriate.
- xiv. Roots to Fruit has an ethos to make horticulture an enjoyable and inclusive activity and all tenants are expected to promote this. Any act of discrimination will be seriously treated for the protection both the named tenant and other plot holders.
- xv. Access to plots will be available at the following times:  
Summer (April-September) Monday to Saturday (7:00am-9:00pm) Sunday (8:00am-8:00pm)  
Winter (October-March) Monday to Saturday (8:00am-6:00pm) Sunday (9:00am-5:00pm)
- XVI No stock or crops are to be sold by the Tenant on the premises of Oakdene Nurseries at any time.

## **B.**



THE Management Group hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his/her part contained in this agreement may peacefully use and enjoy the gardens without any interruption  
Water will be supplied on site for use by the tenants for the watering of their crops only.  
The toilet and washing facilities should be kept in reasonable state.  
The use of onsite poly tunnels by arrangement with the site manager.

**C. THE TENANCY** shall terminate on the death of the Tenant and may also be terminated in any of the following manners: -

- i. By either party giving the other one months notice in writing prior to the end of the 12months no refunds will be provided once the 12 months has been paid for and started.
- ii. By tenant not keeping the plot cultivated as stated above.
- iii. By the management group at any time giving one month previous notice in writing to the Tenant: -
  - i If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not;
  - ii or If it appears to the Management Group that there has been a breach of the conditions and obligations on the part of the Tenant

**D. ANY NOTICE** required to be given by the Management Group to the Tenant will be signed by the site manager and may be served on the Tenant either personally or by prepaid post addressed to him at the address held or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the enterprise shall be sufficiently served if signed by the Tenant and sent prepaid post to the Management Group for the time being.

Please speak to Jonathan Ensell of Roots to Fruit Midlands Ltd. for more information about our complaints procedure.

**I, the previously named Tenant, agree to abide by the above Terms and Conditions.**

**Signature of Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Signature of Manager:** \_\_\_\_\_ **Position:** \_\_\_\_\_