

New Mills Allotment and Gardening Society

Your Plot Tenancy Agreement Explained

The plot tenancy agreement sets out the rent you must pay and the conditions for having your Allotment Plot

These conditions, listed on page 2 of this document, are meant to help you garden sensibly and safely, showing care for those around you. On Hague Bar site, there is also a polytunnel where some members also rent a plot. The conditions for a polytunnel tenancy are shown on page 3 of this document.

The main points are:

- You agree to keep your allotment plot in good condition. You are expected to care for all of your plot, not just part of it whilst letting the remainder grow weedy.
- You may grow fruit, vegetables and flowers. Plots are close together, so it is important that you don't do anything to prevent your neighbour getting enough light, or to plant bushes that grow out beyond the edge of your plot. That is why there is a rule about only planting fruit trees on dwarf root stock. Your plot is intended primarily for cultivation not a leisure area, and any sitting area and/or pond should occupy only a small proportion of the area of the plot.
- You do not bring onto the allotment site any harmful things such as banned chemicals, asbestos, builders' rubble, etc and you keep the soil free from harmful things such as glass, plastic waste, builder's rubble etc.
- You show care and consideration to other allotment users and the people around the allotment site. This means that you do not do things that may upset people around you e.g. let your dog bark or walk onto other allotment gardens. Please note that the rules do not allow you to have bonfires and if you bring a radio, tape or CD player, you must either play quietly or use headphones or so as not to disturb other people. To enable everyone to get access, the car parking area next to the Ollersett Avenue site is for collections and deliveries and for using whilst working on site only.
- You are responsible for keeping your half of the path running beside your allotment garden in good condition.
- You can only put up a structure (shed or greenhouse) with permission from the Allotment Society. You are then responsible for keeping it safe and well maintained. You can remove it when you leave your allotment garden, or pass it on to the next tenant.
- We ask you to use water wisely to protect our environment. Please note that the rules only allow you to attach a hose-pipe to the tap to fill a water butt or other container.
- When you decide to give up your allotment garden you are expected to write to the Allotment Society 4 weeks before you want your Tenancy Agreement to end.

The allotment sites are owned by New Mills Town Council and are managed by the New Mills Allotment and Gardening Society under a devolved management agreement.

Plot Tenancy Agreement

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. The Tenant shall use the Allotment Plot as an allotment only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose and shall keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and in good condition.
2. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot or to occupiers of neighbouring properties, or obstruct any common path.
3. Dogs brought on site must be kept under control at all times. Any fouling in a communal area must be removed.
4. Audio equipment (radio, CD player etc) must be used quietly or with headphones.
5. The Tenant shall not underlet, assign or part with the possession of the Allotment Plot or any part thereof without the written permission of the Society.
6. The Tenant shall not without the permission of the Society, cut or prune any hedges or trees not on their plot, or take, sell or carry away any mineral, sand or clay.
7. The Tenant shall not keep any livestock on the Allotment Plot.
8. The Tenant shall not use any barbed wire for a fence adjoining their Allotment Plot.
9. The Tenant shall not without the written consent of the Society erect any building or structure on the Allotment Plot, and shall be responsible for the removal of any building or structure on or before the termination of the tenancy.
10. Any duly authorised representative of the Society shall be entitled at any time to enter and inspect the Allotment Plot.
11. The Tenant shall not burn any materials on the Allotment Site.
12. All shared paths between the Allotment Plot and any neighbouring allotment plot shall be kept in good order.
13. No trees other than fruit trees shall be grown on the Allotment Plot. Any fruit trees must be on dwarf root stock. Fruit bushes and trees must not encroach on neighbouring plots.
14. The Tenant shall not use any water supply which has been made available for use by tenants of allotment plots, other than for filling butts and containers, prior to distributing their contents on the Allotment Plot.
15. The Tenant shall not use the Allotment Plot for residential purposes.
16. The car-parking area next to the Ollersett Avenue Allotment Site should be used for collections and deliveries and only whilst the tenant is working on site.
17. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
18. The tenancy of the Allotment Plot shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Society terminates. In the event of the unfortunate death of the tenant, first refusal will be offered to a close relative, partner or close friend of the Tenant. It may also be terminated by the Society by re-entry after one month's notice:
 - (i) If the rent is in arrears for not less than 40 days OR
 - (ii) If the Tenant is not duly observing the conditions of his/her tenancy
19. Should the Tenant wish to terminate this tenancy then 1 month's written notice to the Society is required.

Polytunnel Plot Tenancy Agreement

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. The Tenant shall use the Polytunnel Allotment Plot as an allotment only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose and shall keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and in good condition.
2. The tenant has a communal responsibility to immediately eradicate pests and diseases and report the same to the Polytunnel Co-ordinator.
3. The tenant shall use water only from the two water butts which collect water from the stable roof and are nearest to the polytunnel, or from their own plot.
4. The tenant shall not interfere with, change or damage the perimeter boundary or structure of the polytunnel.
5. The boundaries between the plots in the polytunnel are fixed and plants or structures shall not encroach on neighbouring plots.
6. No trees other than fruit trees shall be grown on the Polytunnel Allotment Plot. Any fruit trees must be on dwarf root stock. Fruit bushes and trees must not encroach on neighbouring plots.
7. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Polytunnel Allotment Plot or to occupiers of neighbouring land, or obstruct any common path.
8. Dogs brought on site must be kept under control at all times. Any fouling must be removed from the site.
9. Audio equipment must be used quietly or with headphones.
10. The Tenant shall not underlet, assign or part with the possession of the Polytunnel Allotment Plot or any part thereof without the written permission of the Society.
11. The Tenant shall not without the permission of the Society, cut or prune any hedges or trees not on their plot, or take, sell or carry away any mineral, sand or clay.
12. The Tenant shall not keep any livestock on the Polytunnel Allotment Plot.
13. Any duly authorised representative of the Society shall be entitled at any time to enter and inspect the Polytunnel Allotment Plot.
14. The Tenant shall not use the Polytunnel Allotment Plot for residential purposes.
15. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
16. The tenancy of the Polytunnel Allotment Plot may be terminated by the Society by re-entry after one month's notice:
 - (i) If the rent is in arrears for not less than 40 days OR
 - (ii) If the Tenant is not duly observing the conditions of his/her tenancy
17. The tenancy of the Polytunnel Allotment Plot shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation by the Society terminates.
18. Should the Tenant wish to terminate this tenancy, 1 month's written notice to the Society is required.