

GREAT SOMERFORD FREE GARDENS
ALLOTMENT AGREEMENT

AN AGREEMENT made this date MARCH 2023 between the Trustees of the Great Somerford Free Gardens hereinafter called the Trustees of the one part and**name**..... hereinafter called the Tenant(s) of the other part WHEREBY the Trustees agree to let, and the Tenant agrees to take on a two-year tenancy from 1st April 2023 until 31st March 2025 for Allotment Garden Number (.....).

The Tenant hereby agrees with the Trustees as follows:

1. To use the allotment garden as an allotment garden and for no other purpose.
2. To keep the allotment garden clean free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track including therein or abutting thereon reasonably free from weeds, this to include that all compostable material is composted on the allotment garden
3. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Trustees for the use of the occupiers of the allotment gardens within the said allotment site.
4. Not to underlet, assign or part with the possession of the allotment garden or of any part thereof without the prior consent in writing of the Trustees.
5. Not without the prior consent in writing of the Trustees to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.
6. Not to erect any permanent building on an allotment garden or any temporary structure (fruit cage etc) above 2 m in height.
7. Not to erect any fence or barbed wire adjoining any path set out for the use of occupiers of the allotment gardens.
8. Not to plant any trees without prior consultation with a member of the Trustees.
9. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in any hedges, ditches or dykes situated in the said allotment site or in any adjoining land. All materials appertaining to the said allotment to be stored on that allotment.
10. To ensure that any dog brought into the said allotment site is securely held on the leash and all droppings disposed of in an appropriate manner.
11. Not to keep any animals or livestock of any kind upon the allotment garden.
12. Not to erect any notice or advertisement on the allotment garden.

13. To notify forthwith the Trustees of any change of address and contact details of the Tenant.
14. To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
15. To permit any officer of other agent or representative of the Trustees to enter on the allotment garden and inspect any structure being erected thereon.
16. To observe and perform any other special conditions which the Trustees consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 4 below.
17. The use of cars on the allotment should be kept to a minimum and driven only on designated paths and not at any time on the Jubilee Gardens.
18. To permit the disposal by burning of old vegetation etc generated by the tenant from his/her allotment. Fires should NOT be lit if neighbouring properties are likely to be affected by smoke.
19. To read carefully the attached Risk Assessment and act accordingly to reduce the risk of injury to yourself and to others
20. To read the attached Privacy Agreement and complete, sign and return the attached Acceptance Form.
21. In the case of Nationwide Virus Infection all Isolation, Social Distancing, Hygiene, and Travel rules issued by the Government to be adhered to at all times.

The Trustees hereby agree with the Tenant that the Tenant observing and performing the conditions and obligations on his/her part contained in the Agreement may peaceably use and enjoy the allotment garden without any interruption by the Trustees or any person claiming under or in trust for the Trustees.

This tenancy shall determine on the death of the tenant and may also be determined in any of the following manners.

1. By either party giving to the other twelve months' previous notice in writing expiring on or before the 6th of April or the 31st August in any year. Written notice shall be sent to the Trustee signatory of this document or the Tenant's home address, as appropriate.
2. By re-entry by the Trustees at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (1) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (11) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.

3. By re-entry by the Trustees at any time after giving one months' previous notice in writing to the Tenant if it appears to the Trustees that there has been breach of the conditions and obligations on the part of Tenant herein contained.
4. Any notice required to be given by the Trustees to the Tenant may be signed on behalf of the *Great Somerford Free Gardens Trust* by the designated Trustee for the time being and may be served on the Tenant either personally or by leaving it at his/her last known place of abode or by prepaid post addressed to him/her there or by fixing the notice in conspicuous manner on the allotment garden AND any notice required to be given by the Tenant to the Trustees shall be sufficiently served if signed by the Tenant and set by prepaid post to the Trustee signatory listed below for the time being.

AS WITNESS the hands of the parties hereto the day and year first before written.

Trustee	Tenant
Name:	Address:
Address:
Post Code:	Post Code.....
Telephone:	Telephone.....
Email:	Email.....