

## RED HOUSE FARM ALLOTMENT SOCIETY



### RHFAS - Agreement - Tenant & Associates

The Tenancy is subject to the terms and conditions below.

1. All tenants and associates taking an allotment must become a voting member of the Society and agree to and abide by its rules and the terms and conditions which are available on our website <https://www.rhfasc.co.uk/>. The tenant is responsible for ensuring that the associate member complies with the terms of the tenancy. Members shall be aware of the terms of the lease with North Tyneside Council under which the Society holds the land. A copy of the lease will be available in the shop and displayed on the website.
2. Associate membership is not a licence to take over the tenancy of a plot with which the member is associated. An Associate member may register his or her interest to take over the tenancy of the plot in the event that the existing tenant relinquishes the tenancy. It is at the discretion of the Committee as to whether an associate is eligible to become the tenant of the said plot. Factors influencing this decision are:

- the length of time the Associate has been a member of the Society; and
- the extent of participation in the maintenance of the plot.

The Committee's decision is final.

3. All tenants and associates must abide by the policies adopted at the AGM which will come into force immediately.
4. The annual rent shall be due on the 1<sup>st</sup> of October each year. Any member not paying within 28 days of the due date will have their tenancy terminated. Rents and membership subscriptions will be decided annually at the Annual General Meeting.
5. Plots must be used as allotment gardens as defined in the 1922 Allotment Act or any statutory re-enactment. Allotments shall **not** be used:
  - as a market garden or as a place for any trade, business or manufacture.
  - for storage and in particular no materials or substances of a dangerous or explosive nature should be taken onto the plot.
  - for parking caravans or SORN vehicles or for parking vehicles when the tenant is absent from their plot.
  - for keeping, rearing or holding any livestock, other animals, birds, fish or reptile, apart from hens & bees
  - for any illegal or immoral purpose

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6. Tenants and associates must maintain up to date contact details on their members account, which is accessed via the society website.

7. The committee will inspect the site regularly between the beginning of March and the end of October, according to the Society's Plot Inspection Policy. The tenant of any Allotment deemed not to be maintained to an acceptable standard shall be notified of action to be taken and the date by which this should be completed. A further inspection shall take place at the end of this time and, if insufficient improvement has been made, notice to quit shall be issued in writing. Plot holders must inform the Committee if at any time, they have difficulty in maintaining their plot or require assistance.

8. The tenant shall keep the Allotment free of rubbish and in a good state of cultivation, (a minimum of 70% of the entire plot prepared for crops or have crops growing on the space) and any pathway (i.e. to a distance of 30cm into the alley) shall be kept reasonably free from obstruction and overhanging vegetation. Nothing should be on site which will create a problem with future removal or poses a danger to anyone. This includes tyres, barbed wire, asbestos, any type of carpet for weed suppressant or glass that is not being used for greenhouses, cold frames and sheds.

9. Members must treat each other and the adjacent householders and land users with respect and cause no hindrance or annoyance to others. Tenants are responsible for the behaviour and safety of any children, visitor or helper on their plot and in particular to ensure that any Associate Member complies with the requirements of the tenancy agreement. Verbal or physical abuse towards a member of the Society or anyone on the sites will not be tolerated and may result in termination of tenancy. This includes phone responses to calls the committee might have to make.

10. Fires should be kept to a minimum and only dried organic material should be burned to avoid too much smoke and unpleasant / toxic fumes. Fires may only be lit when they will not cause offence to other members or neighbouring households. They must not be left unattended, and precautions must be in place to ensure they are kept under control. Fires must be completely extinguished before leaving the plot. No fires are allowed between 1<sup>st</sup> March and 31<sup>st</sup> October. The tenant must remove any other incombustible waste material.

11. Dogs are to be kept on a lead and under control at all times. Their faeces must be collected and disposed of in a proper manner.

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12. Except for sufficient manure, mulch and compost to aid cultivation, the tenant must not deposit, nor give anyone else permission to deposit, any refuse or decaying matter on the land or in any surrounding ground, hedges or ditches. Organic materials, wherever possible should be composted.

13. The tenant or associate shall not take, sell or carry away any mineral, gravel, soil, sand or clay from the Allotment or permit any other person to do so.

14. New Non-food producing trees must not be planted. Any Existing non-food producing trees should not be cut down or lopped without written consent from the Committee. Food producing trees should be maintained to a max height of 3 metres.

15. Members are requested to use water sensibly as water is a charge on the Society and is reflected in the rent. Under no circumstances must running hoses be left unattended and sprinklers are banned. There may be occasions when it is necessary, at the discretion of the Committee, to restrict the use of hose pipes.

16. Tenants will maintain suitable boundary fencing or hedging, with the exception of the site perimeters, which are the responsibility of the Society. Fencing and hedges between allotments and pathways shall not be higher than 1.2 metres (4 feet). Barbed or razor wire must not be used for the whole or any part of any fence. Tenants must not allow their hedges to encroach on the pathways or neighbouring plots.

17. Tenants must display the number of the Allotment clearly and precisely at their plot entrance. They must not affix or exhibit, nor permit to be affixed or exhibited, any poster sign board or advertisement which does not relate to the business of the Society.

18. Tenants should seek permission from the committee prior to the construction of any building or structure (such as small garden sheds & greenhouses). Structures are not permitted to be greater than 3 metres by 2 metres by 2 metres high. All structures must be kept in a good state of repair.

19. Tenants & associates must work the plot in a Healthy, Safe and environmentally friendly manner, according to the relevant legislation, regulations and good practice. Contact with any regulatory body e.g. the Environment Agency must be reported to the Committee.

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20. Any member having one allotment will not be allowed a second so long as a waiting list exists. No member may assign, sub-let or otherwise dispose of their plot or any part of it and any tenant who delegates the majority of the cultivation of the plot to an associate will be deemed to be sub-letting.

21. Non-residents of North Tyneside Borough Council cannot be offered plots, except where there is no demand by North Tyneside residents and any tenant leaving the Borough must give up their tenancy. However, depending on circumstances, the Committee may exercise its discretion as to whether or not the said plot holder may retain his or her tenancy.

22. Tenants are advised that they cannot be compensated for any crops, which continue productive beyond this tenancy expiry date, in the event of the Society being given notice to quit.

23. Tenants & Associates acknowledge receipt of a key to the gates of the Main/Extension Site at Alder Grove/Dene Gardens and understand that it remains the property of Red House Farm Allotment Society and should be returned to the Society at such time when the plot is relinquished.

24. This tenancy agreement may be terminated:

- a) At the discretion of the committee in the event of a breach of this tenancy agreement or the Rules of Society
- b) Upon the society being given notice of termination of their agreement with the Council.

25. Where the tenancy of an allotment is terminated, the tenant will be allowed 14 days to remove personal items and any crops growing on the land, together with any structure or other improvement erected or made by them at their own expense. The outgoing tenant must make good any damage caused by such removal.

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