DUNCHURCH AND THURLASTON COMMUNITY TRUST
ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the1st day of March, 2022

between Dunchurch and Thurlaston Community Trust ('the Trust') and _*name*_ ('the tenant') of _*address*_;

by which it is agreed that:

1. The Trust shall let to the tenant the Allotment Garden Plot number *xx* situated on Dunchurch and Thurlaston Community Trust's land at Coventry Road, Dunchurch, Rugby by order of the Trustees of the Charity dated 1st October 1974 ('the Allotment Garden').

2. The Trust shall let the Allotment Garden to the tenant for a term of twelve months commencing on 1st day of April 2022 and thereafter from year to year, unless determined in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent in full and in advance by ***25th March 2022*** and for every year thereafter, on or before ***25th day of March***.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers. It shall not be used for the purposes of overnight accommodation, trade, business or activity incompatible with allotment gardening.

5. The tenant acknowledges that the Trust shall not accept any liability in respect of any damage, loss or theft of any item or structure placed on the Allotment Garden.

6. During the tenancy, the tenant shall:

a. keep the Allotment Garden clean and in a good state of fertility and cultivation, and free from noxious weeds;

b. not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;

c. not keep livestock, poultry or domestic animals on the Allotment Garden.

d. ensure any dog bought to the Allotment Garden does not run onto any adjoining Allotment Garden – if necessary, keeping the dog on a lead;

e. ensure any fire made on the Allotment Garden does not cause a nuisance to neighbours, or damage the trees or plants of any adjoining Allotment Garden, that fires are not made in windy or in exceptionally dry conditions, and that no plastics, household garbage or damp/green material are burned;

f. not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden, without prior written consent of the Trust;

g. not erect a hut, shed, greenhouse or other building covering more than 10 square meters of any Allotment Garden, without prior written consent of the Trust. Each hut, shed, greenhouse or other building shall belong to the tenant and may either be removed by the tenant upon or before the termination of the tenancy or be left for the new tenant by agreement with the Trust. On leaving the allotment all items left revert to the ownership of the Trustees;

h. not fence the Allotment Garden other than low rabbit/pest barriers without first obtaining the Trust's consent;

i. maintain and keep in good repair the fences and gates forming part of the Allotment Garden;

j. not plant any tree, shrub, hedge or bush that will grow above 3 meters in height that is not for food use without first obtaining the Trust's permission;

k. not cut, lop or fell any tree growing on the common areas of the Allotment Site without first obtaining the Trust's consent;

l. keep the use of pesticides and insecticides to a minimum and ensure they are not left unattended at any time;

m. not keep hazardous substances on the Allotment Garden;

n. be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his/her property;

o. permit an inspection of the Allotment Garden Plot at all reasonable times by the Trust;

p. not place any manure, rubbish, weeds or other obstruction in any road, path or ditch, and keep the portion of the road, path or ditch adjoining his Allotment Garden free from rubbish and in good order. No rubbish is to be disposed of on the land outside the allotment field belonging Warwickshire County Council;

q. not deposit or allow other persons to deposit on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation). Only materials compatible with horticultural use may be brought on to the Allotment Garden and must be removed on the termination of the tenancy or if requested to do so by the Trust. If such materials are not so removed by the tenant, the Trust will do so and charge the tenant for all costs and expenses reasonably incurred in connection with the removal;

r. not use any carpet or like material as a ground cover, and accept responsibility for the cost of removal of such if this clause is breached.

7. The tenant shall observe additional rules that the Trust may make or revise for the regulation and management of the Allotment Garden by the Trust.

8. The tenancy may be terminated by the Trust serving on the tenant not less than twelve months' written notice to quit expiring on or before the 24th day of March or on or before the 29th day of September in any year.

9. The tenancy may be terminated by the Trust by service of one month's notice on the tenant if:

a. the rent is in arrears for 40 days or more or;

b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 6.

10. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Trust may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Trust to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

11. The tenancy may be terminated by the tenant by serving on the Trust not less than two months' written notice to quit.

12.On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Trust agrees otherwise which shall be confirmed in writing to the tenant.

13.The tenant shall yield up the Allotment Garden at the end of the tenancy in a reasonably clean and tidy condition and in default, the tenant will be liable for the reasonable costs and expenses of the Trust, to bring it back to an acceptable standard.

14. On the death of a tenant his personal representatives will be permitted to continue the occupation of the Allotment Garden until the end of the current year when the tenancy shall be absolutely determined without notice.

15. Any personal data and information collected about you during the application process will be held and processed confidentially by Dunchurch & Thurlaston Community Trust in accordance with their Data Protection Policy. You may have access to your personal information on request by writing to the Clerk.

16. Any written notice required by the tenancy shall be sufficiently served if sent by post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Trust Secretary.

Signed by _____ Date: _____

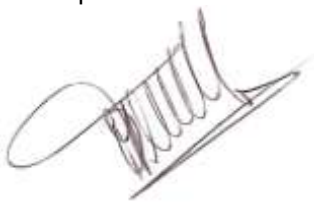
The Tenant

Tenant name:

Tenant address:

Tenant email:

Tenant telephone number**:**



And **Trust Secretary** Date: 27 April 2022

Secretary name: Graham Townshend
For and on behalf of the Dunchurch and Thurlaston Community Trust