

Wilford Village Allotment Association.

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TENANCY TERMS & CONDITIONS - 2022.



The following Terms & Conditions must be read and fully understood before the Tenancy Agreement is signed.

Where appropriate all information is retained in accordance with General Data Protection Regulation (GDPR).

Throughout the documents issued the following terms apply:

- WVAA - Wilford Village Allotment Association.
- CIC - Community Interest Company, a limited company which exists to benefit the community rather than private shareholders.
- Freeholder - Nottingham City Council. (NCC)
- Landlord - Wilford Village Allotment Association.
- Tenant - Individual Plot Holders / Joint Plot Holders.

WVAA Tenancy Terms & Conditions:

1. The Tenant shall ensure that the plot they occupy is cultivated by growing vegetables and fruit in a husband-like and tidy manner. Generally 60% of the plot should be under productive cultivation. It must not be used for any purpose other than an allotment garden in accordance with the provisions of the Small Holdings and Allotments Acts (1922/50). Each plot is subject to periodic inspections to monitor compliance, 9. Plot Inspection Form.
2. Rent on the plot shall be paid on the 29th day of September every year. An electronic record is kept of payment and a receipt will be issued, if you require it, which should be retained as proof of tenancy and membership of the WVAA (CIC). Rent outstanding on 10th November, without mitigation from the Tenant, will indicate the Tenant has terminated the tenancy.
3. The use of all buildings and structures on the plot shall be pertinent to cultivation.
4. No building or structure shall be used as a residence, garage, workshop, stable, pigsty, pigeon cote or any similar purposes, nor as a place of public resort or entertainment. Permission is not required to erect temporary structures pertinent to cultivation such as timber sheds / greenhouses, except where said structures might interfere with light or access to neighbouring plots. All structures must be kept in good order & may require removal on termination of the tenancy.
5. All boundary fences and hedges must be maintained / trimmed at the Tenant's expense. Fences and hedges must not exceed 1.5 metres (5 feet). Foliage from border hedges / plantings must not obstruct public footpaths or the site paths and avenues.
6. Tenants are responsible for closing and locking gates every time they enter or leave the site. Security codes may not be shared with anyone not listed on their tenancy agreement form. Each time the padlock code is to be set at 00000.
7. No animals, birds or bees to be kept without written permission from the WVAA Committee.

8. Dogs must be kept under close control at all times and on a lead whilst in common areas.
9. No bonfires are permitted. controlled burning in an incinerator may be permitted under certain conditions, 4. Site Policy & Procedures.
10. The Tenant shall comply with any other Rules and Regulations made from time to time by the WVAA Committee / NCC under the Allotment Act (1922/50).
11. The WVAA committee reserves the right to enter the plot at any reasonable time to examine its state and condition.
12. The Tenant shall not attempt to underlet, assign or transfer any rights under their lease to the allotment. At termination of the Tenancy whether due to non-renewal by the Tenant, notice to quit or death, the conditions concerning the transfer of the Tenancy to any remaining parties on the Tenancy Agreement or persons on the waiting list and the disposal of any structures or property remaining on the plot are detailed in document 8. Tenancy Transfer.
13. Notice to quit may be served on a tenant found causing damage to property and boundaries, participating in anti-social behaviour, including nuisance, criminal behaviour, environmental damage.
14. Tenants not complying with the Conditions of Tenancy shall be given notice in writing with twenty-eight days to comply.
15. A right of appeal exists for Tenants subject to Notice to Quit which is detailed in document 7.
16. In the event that the Freeholder (Nottingham City Council) gives the WVAA (CIC) Notice to Quit the allotment site, all tenancies are determinable by twelve calendar months' previous notice to quit, in writing, expiring on the 25th March in any year. The Tenant will be entitled to compensation for loss of net crops, manures, fertilisers (Section 2(2) and (3) of the Allotments Act 1922/ 1950).
17. When a tenancy is ended, the tenant is required to hand over the plot in good condition, the refundable deposit will be returned after a satisfactory inspection by members of the Committee.
18. If any of the following occurs the Landlord may, upon giving one month's written notice to the Tenant, bring the lease to an end by re-entering the holding.
 - If the rent or part of it is in arrears for **forty days or more** and whether or not the Landlords have made a formal demand for it.
 - If it appears to the Landlord that the Tenant, not less than three months after the commencement date, has not begun the process of cultivating their plot.
 - If the WVAA as a Community Interest Company is dissolved.
 - If the Tenant has breached any of the above listed conditions of the tenancy.
19. Any notice may be served on the Tenant either by post, personally or by leaving it at 'his'/'her' last known place of abode or by a registered letter addressed to 'him'/'her' there or by fixing the same in some conspicuous manner to the said premises.
20. Any tenant who has had their membership terminated or their application for membership refused shall have the right to appeal against the decision.