



Okehampton United Charities

Funding for the Community

An Agreement made this **DATE** between 'Okehampton United Charity (Registered No 202686)' hereinafter called the landlord of the one part and **NAME of ADDRESS, Okehampton, Devon, EX20** hereinafter called the tenant of the other part.

It is hereby agreed as follows:

1. The landlord agrees to let and the tenant agrees to take all that piece of land at **Allotment Site** in the town of Okehampton, Devon and being numbered **00** on the landlord's site plan. The term 'double plot' means plots 1 to 8 or two adjacent plots held by one tenant (double plots are only on Fatherford Road)
2. The tenancy will commence in full upon a successful **12-week trial** starting from the date of the signed agreement. During the trial period landlord or future tenant will be able to withdraw from the agreement at any time without further obligations.
3. Subject to clause 2, the allotment shall be held on a yearly tenancy from the 29th day of September at a rent of £40 or £80 for a double plot (or such other sum notified with 12 months' notice by the landlord) payable on the 29th day of September each year in advance without notice. A proportionate rent shall be paid for any part of the year over which the tenancy may extend. Where a plot has been divided in two (indicated by a plot number suffixed A, B, C, 1 or 2) the rent shall be one half of the rent for the whole plot. Tenants who were transferred from Exeter Road shall pay 50% of the rate currently payable.
4. The tenant shall be subject to the following conditions:
 - 4.1 The tenant shall become a member of either the Fatherford Road Allotment Association (FRAA) or Okehampton Allotment Holders Association (OAHA), depending on which is applicable to their plot, paying such annual subscriptions as might be set by the relevant association. Such membership will ensure that public liability insurance is in place.
 - 4.2 The tenant shall keep the allotment clean, tidy and in a good state of cultivation and fertility, free from weeds and noxious plants and so deliver up at the end of the tenancy. At least two-thirds of the plot must be under active cultivation and the remainder tidy.
 - 4.3 The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or obstruct any path used in common with other allotment holders and every such path shall be kept in a properly maintained condition. Particular care must be taken with chemical sprays.

- 4.4** The tenant shall not sublet, assign or part with possession of the allotment without the written consent of the landlord.
- 4.5** The tenant shall not without the written consent of the landlord cut or prune any timber or other trees or take or sell or carry away any mineral, sand or clay.
- 4.6** The tenant shall not deposit or allow other persons to deposit on the allotment any refuse or decaying matter (except manure and compost in reasonable quantities) or place in any hedges, ditches or perimeter areas situate in the said site or any adjoining land.
- 4.7** The tenant shall not use the allotment to store or dispose of any materials not connected with the cultivation of the allotment.
- 4.8** The tenant shall not erect any fence on the allotment nor use barbed wire on the plot.
- 4.9** The tenant may erect a garden shed to a maximum size of 8' x 8' to be located on the west corner of the plot in FR or at the river end of the plot on NS and CR. The shed shall be constructed of wood treated with Cuprinol 'Chestnut' shed and fence preserver with a felt roof. The windows must be of plastic or polycarbonate. No concrete or aggregate base shall be constructed for the shed. The shed must be maintained in a reasonable state of repair.
- 4.10** A portable toilet may be used in the shed. The tenant is responsible for its cleanliness, regular emptying off site and removal from the site at the end of the tenancy.
- 4.11** The tenant may erect a greenhouse to a maximum size of 8' x 6' adjacent to the shed in position to be agreed with the landlord. The greenhouse shall be constructed in metal or plastic with polycarbonate glazing. The greenhouse must be maintained in a reasonable state of repair.
- 4.12** Polytunnels are not permitted on the site. Cold frames must be constructed of plastic or poly carbonate. No glass is allowed on the site.
- 4.13** Four water butts in green plastic to a maximum of 210 litres each are permitted on each plot, providing they are located adjacent to a shed as shown on the plan.
- 4.14** Four composters in green plastic to a maximum of 330 litres each are permitted on each plot. Composters constructed of wood must be of equivalent size. Corrugated iron is not permitted on the site.
- 4.15** No new small (fit into a standard 14 Litres, builders' bucket) plastics to be kept on site. Damaged or degrading plastics to be removed from site ASAP (within 6months).

- 4.16** Any dog or other animal brought onto the allotment shall be kept on a lead or tethered and shall not be allowed to cause any nuisance or annoyance to other allotment holders. Dog faeces must be removed.
- 4.17** No animals may be kept on the site other than as allowed for in Section 12 (1) of the Allotments Act 1950.
- 4.18** Cars must be parked in the car park and not on the roadways between allotments. Roadways must only be used by cars and light trailers. Deliveries of manure by lorry or tractor must be made to the car park and removed promptly to the allotment.
- 4.19** Bonfires after 28th September 2023, are NOT permitted on site. Up until then bonfires are permitted only once public liability insurance has been acquired via membership of the relevant Allotment Association. Bonfires must not create a nuisance to other tenants, local residents or drift over roads.
- 4.20** A key to enter the site will be provided by the landlord or his agent (a £10 deposit will be taken for keys this is returnable upon the return of key) the key must not be copied, additional copies can be obtained on request. Key(s) must be returned at the end of the tenancy.
- 4.21** Matting used to control the growth of weeds must be of a type approved by the landlord. The current approved type is weed suppressant fabric of the specific standard; polythene with a thickness of 100 microns as a minimum, the optimum being 200 microns.
- 4.22** Any Trustee, officer or agent of the landlord shall be entitled at any time to enter and inspect the allotment.
- 4.23** Tenants shall have responsibility for their visitors and ensure that they observe these conditions where appropriate.
- 4.24** The tenant shall notify the landlord of any change of address.
- 5.** Water is available on Fatherford site and managed by the Fatherford Road Allotment Association. Tenants wishing to use water must join the Association and abide by their rules.
- 6.** The allotment is let as an allotment garden and is not let and shall not be used as a market garden which means that sales to the general public are prohibited. Four patio or cordon fruit trees are permitted per plot. No other trees shall be planted thereon, or water feature or pool created. However, this clause shall not prevent the planting of domestic fruit bushes.

7. Termination of the tenancy:

- 7.1** The landlord may re-enter and determine the tenancy on non-payment of rent for 40 days after the same shall have become due (whether formally demanded or not) whereupon a further 30 days' notice to quit shall be given.
- 7.2** The landlord may re-enter and determine the tenancy if the tenant is in breach of any conditions hereof. Such breaches shall be notified to the tenant giving 30 days to remedy the breach, otherwise 30 days' notice to quit shall be given.
- 7.3** If the tenant dies the tenancy shall be deemed to expire on the 29th September following. During this period the plot may be given up or worked by family or friends by agreement with the landlord. Consideration will be given to transferring the tenancy to a family member even if there is a waiting list for the site.
- 7.4** If a tenancy is in joint names the tenancy can be transferred to one tenant on the agreement or death of the other. In the event of a dispute, the decision of the Trustees shall be final.
- 7.5** The tenancy may be determined, or its conditions amended, by the landlord by twelve months' notice in writing expiring on 29th day of September in any year.
- 7.6** The tenancy may be determined by the tenant by giving notice in writing expiring on 29th day of September in any year.
- 7.7** The tenant shall have the right of appeal to two duly appointed Trustees whose decision shall be final.
- 7.8** All sheds, greenhouses and equipment must be removed from the site unless purchased by the incoming tenant.

In witness whereof the hand of the Clerk being duly appointed by the landlord to sign this agreement on their behalf and the hand of the tenant were hereunto set the day and year first before written.

Assistant Clerk

Tenant

Mrs Sally-Ann White
For and on behalf of Okehampton United Charity