

TENANCY AGREEMENT

This agreement is between The Trustees of The Barnes Charitable Trust (Hereinafter called the Barnes Trust) and the Tenant.

This Tenancy is subject to statutes relating to allotments from 1908 to 1950.

Tenancy of an allotment can only be given to person(s) resident in Arnside, and relates to the Allotment Garden area in the Walled Garden of Ashmeadow as shown on the plan annexed.

The Barnes Trust agrees to let Allotment Number to the undersigned Tenant who agrees to take on the annual tenancy from to at the annual rental of £20 (payable annually in advance), or pro rata for any part of the allotment year over which the tenancy may extend. The rent will be reviewed periodically.

1. THE RESPONSIBILITIES OF THE BARNES TRUST

General rental and tenancy conditions

- 1.1 To let allotments and arrange for all new tenants to sign this Tenancy Agreement.
- 1.2 To set the annual rent and invoice Tenants at least one month before the rent is due.
- 1.3 To cash the rent cheques within a reasonable time.
- 1.4 To recognise The Barnes Trust Allotment Tenant's Association whose purpose will be to pursue the best interests of the tenants of The Barnes Trust Walled Garden Allotments.
- 1.5 To appoint a member of the Trustees as the liaison officer between the Trustees and a duly constituted Tenants' Association and/or allotment holders.
- 1.6 To work with any duly constituted tenants' association and/or allotment holders, to promote the maintenance, protection and development of the Barnes Trust Allotments and its boundaries. Also to ensure that issues that affect the interest of the Tenants are openly discussed before any decisions are made by the Trustees.
- 1.7 To maintain all the boundaries surrounding the Allotment site, including the gate, hedges, walls, trees and fences to sufficiently protect all plots as far as is practicable. Allotment holders need to be aware that wildlife such as rabbits/ deer may cause problems for which the Trustees of the Barnes Trust cannot be responsible.
- 1.8 Provide and maintain the means of collecting rainwater for the use of tenants.
- 1.9 To manage the trees and main pathway in the walled garden.

Equipment

- 1.10 The Barnes Trust Trustees do not accept any responsibility for Tenants' equipment used on the Allotment site or left within the Cottage Store room. Tenants must ensure that the cottage store door is never left unlocked.

Disputes

- 1.11 To endeavour to resolve disputes between Tenants if the Tenants' Association (when formed) is unable to do so. The Barnes Trust Trustees decision is final.

Inspection and admittance to Allotment Site

- 1.12 Any Trustee of The Barnes Trust, or their representative, shall be entitled, at any time, to enter and inspect the allotment site.
- 1.13 The Trust has the right to refuse admittance to the allotment site of any person other than the tenant or a member of their family.

2. THE RESPONSIBILITIES OF THE TENANT:

General rental and tenancy conditions

- 2.1 The rent shall be paid on 1st April each year, the rent day, or pro rata for the remaining months of the year before the full annual rent becomes due.
- 2.2 To remain a tenant, the Tenant must live in the village of Arnside.
In the event of a Tenant moving to another Parish, his/her Tenancy will terminate at the end of the current tenancy year.
- 2.3 Tenants must inform the Trust Secretary immediately of any change of postal and e-mail address and telephone no. The Trust shall advise the Hon. Secretary of any tenants' association of these changes.
- 2.4 Tenants will not sublet, assign or part with possession of the allotment garden, or any part of it, without the written consent of the Trust.
- 2.5 The tenancy may also be terminated, with 2 months written notice, by the Trustees by re-entry.
 - (i) if the rent is in arrears for more than 40 days OR
 - (ii) if the Tenant is not duly observing the conditions of this Tenancy Agreement or any rules affecting the allotment.
 - (iii) If the Tenant has not kept the allotment in a satisfactory manner.
- 2.6 Unless otherwise agreed in writing, the tenancy of an allotment garden is to terminate two months, or the next rent day, after the death of a tenant, whichever is the shorter. Joint tenants will be recognised and the surviving Tenant will be allowed to carry on the tenancy.
- 2.7 Tenants may not carry on any trade or business from the allotment site and not advertise or erect notices on their allotment.
- 2.8 Tenants may not sell produce grown on the allotment.
- 2.9 Tenants must practise sensible water conservation and must not contravene the Water Resources Act 1991 or any statutory re-enactment of it.
- 2.10 No permanent structures such as a shed or Greenhouse will be constructed on individual allotments.
- 2.11 Only materials compatible with horticultural use may be brought onto the plot and may have to be removed when a tenancy ends.
- 2.12 Tenants will not remove or sell from the allotment site any mineral, gravel, sand, stone or clay.
- 2.13 Tenants are responsible for their own equipment. The Trust accepts no responsibility for the loss or damage to such items, however caused.
- 2.14 Tenants must not keep any livestock on the allotments.
- 2.15 The Trustees urge all allotment holders to gardening organically.
- 2.16 All requests for top soil or manure must go through the Ground Maintenance Contractor who will arrange delivery and to whom the appropriate fee will be paid. It would be most preferable in terms of sustainability for each tenant to cultivate their own compost in modest sized compost boxes for use on their allotment.
- 2.17 While wheelbarrows may be used to bring materials onto the site via the public footpaths, allotment-holding confers no right whatever of vehicular access to the Ashmeadow Estate. Please note also that the slipway down from Redhills Road is a private road and no parking is allowed on it.

Health and Safety

- 2.18 No dangerous substances shall be stored at the allotment site. When such substances are used they will be the Tenant's sole responsibility. Use of chemicals must be in accordance with manufacturer's instructions. Horticultural chemicals must not be transferred to other containers or left unattended. Great care must be taken not to contaminate other allotments even if the user considers the potential effect not harmful and any damage caused must be made good as necessary as soon as possible.

- 2.19 Tenants must ensure that tools and other equipment are not left unattended on shared pathways or other communal areas and are not left in a way that might cause accident or injury. The Trustees/Trust will not accept any responsibility for any injury caused by such items, however caused.
- 2.20 Tenants must ensure that tools and other equipment are used carefully and with due regard to the safety of others. The door of the Trust's cottage must always be kept locked.
- 2.21 No dogs or other pets are allowed on the allotment site unless on a leash and under strict control. All dog waste must be immediately bagged, removed and appropriately disposed of in waste bins located by the promenade gateway or Lodge house gateway.

Use of the Allotment - Tenants will:

- 2.22 After taking on a new Allotment, have at least 1/3rd of the plot under cultivation after 3 months and at least 3/4 of the plot under cultivation after 12 months and thereafter.
- 2.23 Only use the plot as an allotment that is to say wholly or mainly for the production of vegetable, fruit or flower crops for the consumption or enjoyment of the Tenant and his/her family and for no other purpose.
- 2.24 Not plant any trees
- 2.25 Not grow plants that are invasive to paths or other allotments
- 2.26 Preserve all existing grassed paths and perimeter spaces and not cause an obstruction in any of those areas. Existing pathways should be maintained to a width of at least 2ft.
- 2.27 Will be responsible for maintaining and keeping tidy the pathways around their plot.
- 2.28 Keep their allotment clean, free from rubbish, weeds and in good state of cultivation and fertility.
- 2.29 Not install any pond or similar water feature.
- 2.30 Not use any barbed or razor wire.
- 2.31 Keep all temporary structures, such as cold frames and compost bins in good repair and in a tidy condition.
- 2.32 Not allow any unsightly materials to accumulate on their plot or the allotment site.
- 2.33 Tenants are encouraged to allow local wildlife such as bees, hedgehogs, slow worm, newts, birds and butterflies to share the walled garden.
- 2.34 If control of pest species is deemed necessary (e.g. rabbit, grey squirrel) this issue and method of control must be discussed and agreed first with the Trustees.
- 2.35 The Tenancy may be terminated by either party giving to the other 12 months notice in writing on or before Rent Day.

Being neighbourly

- 2.36 The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment or the owners of surrounding property. The Tenant shall conduct him/herself in an orderly manner at all times whilst on the site. The use of transistor radios is not permitted on the allotment site, nor any kind of radio/music players unless used with personal headphones. The use of mobile telephones should be strictly limited (e.g. emergencies).
- 2.37 Tenants must endeavour to resolve any disputes between themselves. If resolution is not reached it should be referred to the Tenants Association for negotiation. If resolution is still not reached the matter will be referred to the Trustees. The Tenant agrees that the decision of the Barnes Trust Trustees will be final.

Disposal of waste and rubbish

- 2.38 Bonfires are not permitted
- 2.39 Waste plant material from allotments should be cut-up and used to cultivate compost in modestly-sized compost boxes for re-use as a soil improver.
- 2.40 Non-compostable waste must be removed by the Tenant.

2.41 Tenants will not deposit or allow other people to deposit any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) on the allotment or in or anywhere in the Ashmeadow Woodlands Property.

2.42 **Service of Notice:**

Any notice may be served on a Tenant either personally or leaving it at his/her last known address, either addressed to him/her or by fixing a notice in a conspicuous manner on the allotment garden.

By becoming a tenant
you become a member of The Barnes Trust
Allotment Tenant's Association (BTATA)
(When formed)

SIGNED ON BEHALF OF THE BARNES TRUST

Print name: Signature: Date:

Address:

e-mail address: ..

Tel No: ..

SIGNED ON BEHALF OF THE TENANT

Print name: Signature: Date:

Address:

e-mail address: Tel No: