



Bishop's Waltham Gardening Club



BWGC

Registered Charity No.
1169353

ALLOTMENT TENANCY AGREEMENT

Name of Allotment Holder:..... Allotment Plot No:.....

Names of Co-Workers:.....

Bishop's Waltham Gardening Club (BWGC) agrees to let the above numbered plot at the published annual rental from the signature date overleaf.

DISCLAIMERS:

BWGC accepts no liability for the loss of tools, equipment or produce from allotments or for loss from or damage to allotment holders' vehicles.

BWGC accepts no liability for damage to plots or crops caused by adverse weather, flooding or drainage.

BWGC accepts no liability for the unsafe use by allotment holders of machinery supplied by BWGC

GENERAL CONDITIONS:

The allotment holder undertakes:

1. To maintain their allotment in a good and clean state of cultivation. Allotment holders who do not maintain their allotment in condition appropriate to the time of year will receive a warning letter; failure to comply with the letter's terms within 30 days may result in termination of the tenancy.
2. To be considerate and polite to other allotment holders and BWGC Trustees. Any abusive or threatening behaviour or language in any form will not be tolerated. Failure to comply will lead to immediate termination of tenancy. Every tenant has the overriding right to the peaceful enjoyment of their allotment plot at all times, free from noise, nuisance and smoke.
3. Not to park or obstruct paths or driveways. Cars must be parked in allocated areas not on grass driveways.
4. Not to erect any building or fence on the allotment. Fruit cages are permitted but must be secured to prevent entrapment of birds. Tool stores must be under 5 feet high and not be useable as a shelter. Any transgression may result in termination of tenancy.
5. Not to use the allotment for storage of any equipment not directly related to the cultivation of the allotment.
6. Never to use hosepipes to water allotments without prior approval of the Trustees. Filling of water butts by hose is acceptable but priority must be given to watering can users and hoses must be disconnected on request.
7. To cut the grass and edges around their plot frequently in order to maintain the tidiness of the allotments.
8. Not to sub-let any part of the allotment without permission of the Trustees.
9. To inform the Allotment Organiser and Membership Secretary of all co-workers' details for insurance purposes.
10. To pay the full allotment rent within ONE month of the start of the allotment year (1st October) using the appropriate renewal form and to return this directly to the Membership Secretary.
11. To inform the Allotment Organiser and Membership Secretary of any change of contact information, or change of circumstances which may affect the cultivation of the allotment.
12. To ensure, when terminating this lease, to leave the plot clear by removing all rubbish / construction materials etc.

BONFIRES ON THE ALLOTMENTS:

Bonfires are an effective way of disposing of material (e.g. potato haulms) which may spread disease if composted either privately or through Council services. However they are an environmental pollutant and should be used only when essential and within the following guidelines:

- **BONFIRES ARE NOT PERMITTED ON THE ALLOTMENTS AT ALL BETWEEN 1ST APRIL AND 30TH SEPTEMBER.**
- **ON THE TOP FIELD THEY ARE ALLOWED ONLY IN THE DESIGNATED AREA DURING THE PERMITTED PERIOD**



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Allotment holders MUST:

- Exercise great care if setting a bonfire and NEVER leave a bonfire unattended
- Only light a bonfire when the wind DOES NOT blow smoke towards neighbouring houses or the Cricket Field.
- Be considerate to other allotment holders by not lighting a bonfire in very windy conditions or when the allotments are busy. A fire must be extinguished immediately upon request.

HEALTH AND SAFETY ON THE ALLOTMENTS:

Allotment holders MUST:

- Act with care at all times and take responsibility for their own safety and the safety of anyone accompanying them (including children) on the allotments.
- Not allow children to stray on to other plots.
- Ensure that any machinery or tools used on the allotments are used in a safe manner.
- Never obstruct any path or driveway with tools or equipment which might cause a hazard to other users.
- Preferably use acrylic or polycarbonate rather than glass. Only safety glass is acceptable.
- Store any tools or equipment safely and in a manner that reduces access by unauthorised persons.
- Not bring any animals, including dogs*, on to the allotments; allotments are for food production. ***Service dogs are permitted with prior Trustee approval.**
- Report any accident on the allotments in the Accident Book kept in the Toilet.

THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY WITH WRITTEN NOTICE OF ONE CALENDAR MONTH AFTER WHICH TIME THE ALLOTMENT MUST BE VACATED AS PER POINT 12

THE TRUSTEES OF BWGC RESERVE THE RIGHT TO TERMINATE THIS AGREEMENT WITHOUT NOTICE IF AN ALLOTMENT HOLDER BREACHES ITS TERMS.

I HAVE READ, UNDERSTOOD AND UNDERTAKE TO COMPLY WITH THE AGREEMENT AS SET OUT ABOVE, TOGETHER WITH THE ACCOMPANYING 'NOTES FOR ALLOTMENT HOLDERS'

Signed:..... Date:.....

Name:.....

Address:.....

Post Code:..... Tel:..... Mobile:.....

Email address:.....

Signed on behalf of BWGC:..... Date:.....

COMPLETED TENANCY AGREEMENT TO BE RETURNED TO THE ALLOTMENT ORGANISER AS INSTRUCTED

*By signing this form you consent to the collection and retention of the personal data supplied on this form for the purposes specified in the Bishops Waltham Gardening Club Privacy Notice available at <http://www.bwgc.org.uk/> or by request to webbwgc@outlook.com
In summary, the Club Trustees will hold this data for the purposes of communication, club administration and HMRC Gift Aid. The data is held both in hard copy format (Membership and Gift Aid Claim forms) and in digital format.
You have the right (1) to access or amend your personal data, (2) to have your personal data deleted if there is no reason for its continued storage and processing, (3) to restrict the processing of your personal data and (4) to withdraw your consent for the use of your data.*