

SUGDEN ALLOTMENT ASSOCIATION

TENANCY AGREEMENT

Whereby SAA agree to let, and the tenant member agrees to take on, a yearly tenancy. (Subject to the conditions of an Agreement between SAA and Elmbridge Borough Council).

The Tenancy Agreement is subject to any Regulations endorsed on this Agreement and also the following conditions:

1. The rent shall be paid on the first day of January each year.
2. The tenant shall keep the allotment plot clean, free from weeds, in a good state of cultivation and fertility and in good condition as directed by the Committee. New tenants will undergo a probationary period of six months.
3. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot or obstruct any path set out by the SAA for the use of tenants.
4. The tenant shall not underlet, assign or part with possession of the allotment plot or any part thereof without the written consent of the Secretary to SAA.
5. The tenant shall not, without the written consent of the Secretary to the SAA, cut or prune any timber or other trees or take, sell or carry away any mineral or clay.
6. The tenant shall keep every hedge forming part of the boundary of their allotment plot properly cut and trimmed, all ditches properly cleansed and maintain and keep in good repair any fence, gate, path or shed on their allotment plot.
7. The tenant agrees not to keep any livestock on their allotment plot and shall not plant any trees or bushes other than small fruiting varieties.
8. The tenant must obtain written permission of the Secretary to SAA to make any material changes or erect any structure on the allotment plot which, if granted, will be a shed or greenhouse not exceeding the dimension agreed with the Committee.
9. The tenant shall not use barbed wire for a fence adjoining any path reserved by SAA for the use of allotment holders.
10. The tenant shall observe and perform all conditions contained in the Agreement between Elmbridge Borough Council and SAA.
11. The tenant accepts that SAA will not assume any liability in respect of the security of the tenant's plot or any of their personal possessions.

12. An SAA Committee Member or an Officer of Elmbridge Borough Council shall be entitled at any time to enter and inspect the allotment plots.
13. The tenant agrees to remove any non-biodegradable materials from their plot.
14. The tenancy of the allotment plot shall terminate on the yearly rent day after the death of the tenant and shall also terminate whenever the tenancy or right of occupation by SAA terminates.
15. The tenant is required to give one month's notice in writing to the Secretary of SAA of their intention to quit their plot but no rental will be refunded.
16. The tenancy may also be terminated by the SAA by one month's notice if the rent is in arrears for more than 30 days or if the tenant is not duly observing the conditions of their tenancy.
17. The tenant will observe and abide by any rules implemented by the Committee in connection with securing the plots against vandalism.
18. The tenant must go through the SAA Committee to settle any disputes and not approach Elmbridge Borough Council directly.

Signed
Secretary SAA:

Signed
Tenant

Name (in caps).....

Plot number.....