Bagthorpe Gardeners Tenancy Agreement (June 2025)

This document sets out the terms and conditions by which a tenant rents a plot from **Bagthorpe Gardeners (Registered Charity 1109448)**.
The plot may be owned by Bagthorpe Gardeners or be managed by Bagthorpe Gardeners by agreement with the owners of the land.
By renting a plot, you agree to abide by the terms and conditions of this Tenancy Agreement.

These terms and conditions may be varied from time to time by the Bagthorpe Gardeners' Committee and changes will be communicated to you the tenant.
By paying your dues each year you confirm that you are aware of the current version of the Tenancy Agreement, and that you will abide by the conditions contained in it.

1. Definitions

1.1 **"The Association"**: the organisation of Bagthorpe Gardeners (Registered Charity 1109448). In this document also referred to as "us", "we", "our" and "ours"

1.2 **The Tenant**: the person whose name is on the tenancy agreement with the Association. In this document, also referred to as "you" and "yours"

1.3 **Bagthorpe Gardens Estate**: that area of land enclosed by the gates at either end of the West Avenue, East Avenue and South Avenue including those avenues, the individual plots and the communal areas.

1.4 **The Committee**: the management committee of Bagthorpe Gardeners, comprised of the post holders and trustees elected at each Annual General Meeting.

2. Start of Tenancy

2.1 The allotment shall be held on a yearly tenancy from 1st January each year.

2.2 Your tenancy starts on the date you sign the Tenancy Agreement. Any rents and membership dues for the year or part of a year become due on this date.

2.3 The key to your plot and key to the main gates will be issued on payment of a deposit which is set by the Committee. Lost keys will be replaced on the payment of another deposit. Additional keys for other facilities may also be hired on the same basis on the payment of a deposit.

3. Communication

3.1 You agree to provide the Committee with a reliable means of contacting you. Email is preferred, but a telephone contact number or postal address is also acceptable.

3.2 It is your responsibility to inform the Committee if your details change at any time. You must inform the Committee within one month of any change. Failure to keep your contact details up to date may result in your tenancy being terminated.

4. Annual Dues

4.1 You agree to pay your annual dues in a timely manner when requested. These annual dues comprise:

4.1.1 Membership of The Association (paid in advance) Membership is a requirement of being a plot tenant.

4.1.2 Plot rent (paid in advance)

4.1.3 Water charges for mains water (paid in arrears for the previous year)

4.2 The request for payment of your annual dues will be made in mid-January by whichever contact method you provided to the Committee. It will state the amount you owe, and the ways you can pay it.

4.3 You have until 28 February following the notification of your dues to pay the full amount. We expect prompt payment. We have a long waiting list, and it is only fair to those people on that waiting list that they should be allowed to take up an unwanted plot for a full growing season.

4.3.1 If we have not received your payment by 21 February, you will receive a reminder from us.

4.3.2 If you have not paid by 28 February and have not had an agreement in writing from the Committee to defer payment, your tenancy may be terminated.

4.4 Joint Tenancy

4.4.1 If two or more people have joint tenancy of a plot we must hold the current contact details for both tenants, and both tenants must be current members of the Association.

4.4.2 There must be a nominated person for that joint tenancy to whom we send the request for payment and notify if payment is late.

4.4.3 This nominated person can change as circumstances dictate, but it is the responsibility of the joint tenants to inform us.

4.4.4 If the payments for the joint tenancy have not been made by 28 February, the tenancy may be terminated as though it was a sole tenancy.

5. Subletting your plot

Subletting your plot is strictly forbidden and will result in your tenancy being terminated.

6. Termination of Tenancy

6.1 **Voluntary Termination of Tenancy** If you decide that you no longer wish to garden your plot, you must inform the Committee in writing giving a minimum of one month's notice with a date when you will vacate the plot.

6.1.1 You must have removed any tools, equipment, rubbish and crops from your plot and storage area by the nominated departure date. Representatives of the Association will enter your plot from the nominated departure date to prepare it for the next tenant.

6.1.2 Any items of your property not collected by the nominated departure date may be disposed of by us.

6.1.3 We will return your key deposits when you return all of your keys.

6.1.4 Any refund of your membership dues and plot rent for the remainder of the year will be at the discretion of the Committee

6.2 **The Committee of The Association may terminate your tenancy** and cancel your membership after serving you notice with a departure date for the following reasons:

6.2.1 You have not paid your annual dues as per section 4

6.2.2 You have sublet your plot

6.2.3 You have contravened any of the terms and conditions of the tenancy agreement in sections 7 to 16 listed below.

6.2.4 Any helper or guest for who you are responsible has contravened any of the terms and conditions of the tenancy agreement in sections 9 to 16 listed below.

6.2.5 If The Association terminates your tenancy, you will not be entitled to any refund on plot rent or membership. When you return your keys, you will be refunded the key deposit. Any tools or other property left on the plot or in a storage area after the nominated departure date will be disposed of at the discretion of the Committee.

6.3 Death of a tenant

6.3.1 **Sole tenancy**: The deceased's family will be granted 3 months to clear the plot or an agreed period. At the discretion of the Association, a member of the deceased member's family may be granted a new tenancy.
If the tenant had a regular helper (see section 9), that helper will have no expectation to take over the tenancy.

6.3.2. **Joint tenancy**: the remaining tenant(s) will continue to garden the plot.

6.4 Owner requires vacant possession

If the owner of a plot managed but not owned by the Association requires vacant possession, you will be notified of the date when you must vacate your plot.

7. Plot cultivation

7.1 Cultivatable area

7.1.1 You are expected to cultivate your plot for growing produce at least during the months of March to October inclusive. At all times the allotment must be maintained in a good state of cultivation, free from weeds and in tidy condition, and must be delivered up in such condition at the end of the tenancy.

7.1.2 Herbicides or pesticides must not be used.

7.1.3 The Committee will undertake regular plot inspections. Plot holders who are not cultivating their plots to an acceptable standard will be notified (in writing, by email or by phone call).

7.1.4 If you persistently fail to cultivate your plot and do not have an acceptable reason, your tenancy may be terminated.

7.1.5 If you are struggling to keep your plot cultivated, you may wish to downsize to a smaller plot (if available). You are invited to discuss this option with the Committee.

7.2 **Borders, Paths and Hedging**

7.2.1 When you accept the tenancy of your plot, you may also be responsible for the management of adjacent hedging, paths and communal areas. These will be made explicit in your plot details.

7.2.2 Maintenance of these additional areas is part of your tenancy agreement, and failure to maintain these areas may result in your tenancy being terminated.

7.2.3 You must not disturb or remove paths or communal areas around your plot or incorporate that area into the land which you cultivate. Any alterations to paths or communal areas should be after discussion with neighbouring plotholders who will be affected by such changes, and only after final permission from the Committee.

7.3 You must not use your plot for any other activity apart from gardening and crop production. If you take part in any illegal behaviour or use your plot to conduct trade, your tenancy will be terminated.

8. Access to the plot

We reserve the right to access your plot at any time, for reasons including (but not limited to): to inspect the cultivation of the plot, to inspect and carry out repairs to any structure on the plot, or to allow anyone authorised by us to make repairs.

9. Helpers

9.1 You may have assistance from a regular helper on your plot. This person must be a paid-up member of the Association. You are responsible for their actions while they are on the Bagthorpe Gardens Estate.

9.2 Any helper must comply with the terms and conditions (sections 7 to 16 inclusive) set out in this tenancy agreement as though they were a tenant themselves. It is your responsibility to ensure that they have read and understood the terms and conditions.

9.3 Helpers have no claim to the tenancy of a plot if you decide to relinquish it.

10. Fires

You agree to comply with the Bagthorpe Gardeners' Bonfire policy (2022) which forms part of this tenancy agreement.

11. Rubbish and soil contamination

11.1 You must not bring any rubbish onto the Bagthorpe Gardens estate. It is your responsibility to remove any rubbish that is created by your gardening activities. Rubbish must not be burned or buried.

11.2 When you vacate a plot, you must remove any rubbish from that plot.

11.3 If you discover any asbestos on your plot, you must inform the Committee.

11.4 You must not contaminate the soil with oil, petrol or poisons of any kind.

12. Livestock and dogs

12.1 You must not keep any livestock on your plot (including chickens).

12.2 Bee hives may only be sited with express written permission of the Committee.

12.3 Dogs may only be brought onto the Bagthorpe Estate if they are kept under control, and the person responsible for that dog cleans up any mess.

13. Structures

13.1 You must not damage or remove any permanent structure that is part of the fabric of your plot or part of the garden your plot is in.

13.2 You must not build or cause to be built any permanent or semi-permanent structure within the Bagthorpe Gardens estate without the express written permission of the Committee. This includes ponds, sheds, polytunnels and greenhouses. You may be asked to remove any structure which you did not have permission to install.

13.3 If any structure installed by you is subsequently found to be unsafe, you will be asked to remove it.

14. Trees

14.1 You must not plant any trees (including fruit trees) on the Bagthorpe Gardens estate without the written permission of the Committee.

14.2 Any fruit trees existing on the allotment must be kept in good order and no tree may be removed without the prior written consent of the Committee.

14.3 You must maintain any hedges which you are responsible for, keeping them to an agreed height and free from weeds.

15. Water

The Association provides mains water to each garden which it manages.

15.1 You must not use sprinklers or other unattended water delivery devices on your plot.

15.2 You must not use a hosepipe at all if a hosepipe ban is in place.

15.3 We encourage the use of rainwater collection and storage. Please ask for help or guidance on any aspect of water use or collection/storage.

15.4 During the winter months we will turn off the water supply to prevent damage to taps and pipes being caused by cold weather. You will be notified of the dates when the water is switched off

16. Behaviour

16.1 You, your helpers and guests are expected to behave in a neighbourly way to all other plot holders and tenants while you are on the Bagthorpe Gardens Estate. You are personally responsible for the behaviour of your helpers or guests.

16.2 Intimidation, physical assault or any form of verbal abuse towards other gardeners, their helpers or guests will not be tolerated, and may result in termination of your tenancy.

16.3 You must avoid causing noise nuisance and smoke nuisance to other plot holders.

16.4 You, your helpers or guests must not:

16.4.1 enter upon or into another plot without the express permission of that plot holder except in an emergency.

16.4.2 damage or remove any other plot holder’s produce without their permission.

16.4.3 damage any structure on the Bagthorpe Gardens Estate.

16.4.4 damage, remove or steal any property belonging to the Association or any individual plot holder.

16.5 Any cause of allotment dispute between the Tenant and any other Association tenant or member shall be referred to the Committee, whose decision shall be final.

17. Notices

17.1 Any notice required to be given by the Association to the Tenant may be signed on behalf of the Association by the Chair, Secretary or Treasurer of the Association. It will be sent to the last known address for the Tenant. It is the responsibility of the Tenant to ensure that their address is current.

17.2 The tenant will notify the Secretary of any change of address within one month of such change.

17.3 Any notice required to be given by the Tenant to the Association shall be sufficiently given if signed by the Tenant and sent to the Association at the address notified at the end of the monthly Bagthorpe Gardener's minutes which is emailed to every member.

18. Compliance with Bagthorpe Gardeners policies

These are the Bagthorpe Gardeners policies which you are expected to have read as part of accepting this tenancy agreement. These will have been sent to you as part of your joining pack. Any new standalone polices will be circulated to the membership and added to this list.

18.1 Cultivation Standards (July 2018)
18.2 Termination Protocol (June 2018)
18.3 Safety and Well-being Policy (October 2018)
18.4 Safeguarding Children and Adults (July 2018)
18.5 GDPR Policy (June 2018)
18.6 Bonfire Policy (April 2022)

19. Proviso

This updated Bagthorpe Gardens Tenancy Agreement and accompanying documentation replaces all previous Agreements, and covers all Tenant gardeners of allotments managed by the Association.