

Allotments for Inverness — Comann nan lios

ALLOTMENT PLOT TENANCY AGREEMENT

We Allotments for Inverness — Comann nan lios (hereinafter referred to as “the Association”) hereby agree to let the Plot No..... (“the Plot”) at the Hawthorn Allotments site, Inverness (“the Site”) to the person whose details are noted below on the terms and conditions stated hereunder.

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Date.....

Authorised Signature for Allotments for Inverness – Comann nan lios

Person with whom the let is agreed (“Plotholder”)

Name:
.....
.....

Address:
.....
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..... Post Code:
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Phone No: Mobile No:
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Email address:

CONDITIONS OF LET:

The Plotholder agrees to the following conditions for their let of the Plot as part of their agreement with Allotments for Inverness — Comann nan lios:—

To pay the rent in advance and without deduction, on the 15th day of January each year.

To use the Plot as a cultivated allotment garden and for no other purpose. Any trade and/or business is prohibited.

To maintain the Plot in a clean and cultivated state using techniques which do not cause long term environmental damage and display the Plot number clearly. Organic cultivation is required along with the use of peat free compost only. Weeds must be kept under reasonable control.

To keep paths adjoining the Plot clean and assist in maintaining any paths, car park or other areas within the Site which are not let out in good condition and repair. The Plotholder will not obstruct, or allow to be obstructed any path or road outwith the Plot and

soil must be kept clear of the edge of the Plot to enable rainwater to drain away. No action will be taken by the Plotholder which impacts upon any service pipes or cables which cross or serve the Site.

Not to erect a fence higher than 1.2 metres around the perimeter of the Plot nor obstruct any path set out for the use of the users of other plots. Barbed wire or razor wire must not be used anywhere on or around the Plot.

Dogs must not be brought onto any part of the Site unless they are kept under proper control. Any dog fouling must be picked up and removed from the site.

Animals or livestock/poultry must not be kept on the Site.

Only qualified Beekeepers may keep hives on the Site and then only with the prior approval of the Association.

That only the Plotholder or a person authorised or accompanied by the Plotholder is allowed on the Site. The Plotholder is responsible for the conduct of any person authorised or accompanied by them as if such conduct was carried out by them personally.

No buildings, walls or structures may be put up on the Plot except for a shed or greenhouse. Any shed shall not be greater than 8 feet by 6 feet. Any such shed or greenhouse must be kept in a good state of repair and if the Association is not satisfied with the state of repair it may order the Plotholder to remove the shed or greenhouse. Any greenhouse or other covered areas shall not exceed 30% of the area of the Plot. The location of any shed or other structure which causes an adverse impact upon a neighbouring plot shall require the prior written consent of the Association so that the interests of other plottolders are not unfairly prejudiced.

Hoses will not be attached to standpipes for any purpose other than to fill water containers. No sprinklers are allowed. Rain water must be captured from sheds in appropriate water butts.

Bonfires are only allowed on the Plot in a brazier designed for the purpose. They shall be for the burning of plant material only and must not be left unattended.

No rubbish, refuse or decaying matter (except for such manure, seaweed or compost which may be required for cultivation) shall be deposited on the Plot by the Plotholder or by anyone else with the Plotholder's permission.

Refuse that is not biodegradable shall be removed from the Site and no refuse from elsewhere shall be taken onto the Site.

Carpet or underlay may not be used on the site.

The Plotholder must not cause or permit there to be caused any persistent nuisance or annoyance to any other Plotholder or any member of the public, and must cover any manure or seaweed stored on the Plot.

The Plotholder's right under this agreement may not be assigned or sublet to any other party. The Plotholder shall require to be the main user of the Plot at all times except with the consent of the Association which consent may be withheld at the Association's sole

discretion.

The rights under this Agreement will determine on the rent payment day after the death of the Plotholder and may also be determined in any of the following manners:

By the Plotholder giving the Association two months previous notice in writing, expiring on or before the 15th day of December in any year.

If the rent or any part thereof is in arrears for more than thirty days after a written request for same has been made by the Association.

If it appears to the Association that there has been any persistent breach by the Plotholder of the conditions and agreements contained within this Agreement on the part of the Plotholder and the Plotholder has been requested in writing to remedy said breach within a period of not less than 4 weeks from the date of the written request but has failed to do so.

18.4 If any Plotholder causes wilful damage to (i) the property of the Association or any other Plotholder or (ii) the common areas including mature trees or shrubs on the Site.

18.5 By notice given by the Association to the Plotholder if the Association's right to occupy the site is due to be terminated.

19. The Association reserves the right to terminate this Agreement without notice if a serious breach by the Plotholder of the conditions herein contained has or is deemed to have taken place, otherwise a written warning may be given. Serious breach shall include reckless, violent or criminal conduct, drunkenness and wilful damage.

20. Any notice given by the Association to the Plotholder shall be in writing and shall be sent either by post or electronically to the postal or Email address herein before specified or to such alternative postal or Email address which may have been supplied to the Association by the Plotholder. Any notice given by the Plotholder to the Association shall be sent to the Association's secretary.

21. The Plotholder shall not park any vehicle on or adjacent to the Site except in the designated car parking area and shall only take vehicular access to the Site from the direction of Fairfield Road.

22. The rights of the Plotholder in the event of the Association terminating this Agreement shall be those set out in the Association's Constitution from time to time. In the event of any conflict between this Agreement and the Constitution the latter shall take priority.

23. The terms and conditions contained in this Agreement may be varied from time to time by a Resolution of the members of the Association passed in accordance with the terms of the Association's Constitution.

I agree the terms of this Agreement.

Signature of Plotholder Date
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