<u>THE TENANCY</u> is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

- 1. A single deposit shall be paid by the Tenant to YACIO at the time of submitting the Tenancy application form. Such deposit may be used by YACIO for any reinstatement of the Allotment Garden at the end of the tenancy into a good and safe condition.
- 2. The Tenant shall use the Allotment Garden as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose. The Tenant shall keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in a safe condition.
- 3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or any members of the public or obstruct any path set out by YACIO for the use of the occupiers of the allotment gardens. The Tenant shall not use any threatening or abusive language or behaviour of any kind to any Officer, member or agent of YACIO or to any member of the public.
- 4. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of YACIO.
- 5. The Tenant shall not, without the written consent of YACIO, cut or prune any timber or trees other than fruit trees nor take, sell or carry away any mineral, sand or clay.
- 6. The Tenant shall not use synthetic carpet on their plot for any purpose whatsoever.
- 7. The Tenant shall not keep any livestock (including cockerels) on the Allotment Garden except for pigeons, rabbits, bees, hens and waterfowl, subject to the payment of the appropriate element of the amenity charge, and with the prior written permission of YACIO. Any livestock carcasses shall be disposed of according to the appropriate legislation.
- 8. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair all fences, gates and sheds on the Allotment Garden. Hedges and fences should not exceed a height of 1.5 metres.
- 9. The Tenant shall not use any barbed wire on their allotment gardens.
- 10. The Tenant shall not without the written consent of the Site Secretary (on behalf of YACIO) erect any building or structure on the Allotment Garden, and shall be responsible for the removal of any building or structure on or before the termination of the tenancy.
- 11. Any duly authorised representative of YACIO shall be entitled at any time to enter and inspect the Allotment Garden.

- 12. The Tenant shall not lock any access gate between allotment gardens without the prior written permission of YACIO to whom a copy of the key should be provided.
- 13. The Tenant shall not burn any plastic or synthetic materials on the Allotment Garden.
- 14. All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by YACIO.
- 15. No trees other than fruit trees shall be grown on the Allotment Garden.
- 16. The Tenant shall only use any water supply which may be made available for use by tenants of allotment gardens for watering their crops and shall not use sprinklers.
- 17. The Tenant shall not use the Allotment Garden for residential purposes.
- 18. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
- 19. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of YACIO terminates. In the event of the unfortunate death of the tenant, first refusal will be offered to a close relative, partner or close friend of the Tenant. It may also be terminated by YACIO by re-entry after one month's notice:
- (i) If the rent is in arrears for not less than 40 days or
- (ii) If the Tenant is not duly observing the conditions of his/her tenancy or

(iii) The tenancy may also be terminated by YACIO by twelve months previous notice in writing ending between 1st October and 1st March in any year.

20. Should the Tenant wish to terminate this tenancy then 1 month's written notice to YACIO is required.