

This Tenancy Agreement is subject to the Allotment Acts 1908 to 1950, the following conditions and the information provided in the *Tenant's Handbook* which is attached to this agreement and can be found on YACIO's website. In addition to abiding by the conditions of this agreement tenants must use their best endeavours to follow the guidance set out in the *Tenant's Handbook*.

1. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
2. A single deposit shall be paid by the Tenant to YACIO at the time of commencing the tenancy. The deposit may be retained by YACIO if, in the opinion of its officers or site representatives, at the time the plot is vacated it is in either a poor state of cultivation or unsafe condition.
3. The Tenant shall not underlet, assign or part with the possession of the Allotment or any part thereof without the written consent of YACIO.
4. The tenant shall not use the Allotment for residential purposes.
5. The Tenant shall use the Allotment mainly as an allotment garden (that is to say wholly or mainly for the production of vegetables, fruit and flowers) primarily for use by the Tenant and their household and for no other purpose.
6. The Tenant shall keep the soil free from noxious contaminants and in a good state of cultivation and fertility. The Allotment must be well maintained with the majority used for growing crops with weeds and other excessive vegetation kept in check (see further *Tenant's Handbook*).
7. The Tenant shall not cause any nuisance, annoyance or danger to others. This includes occupiers of neighbouring properties and members of the public as well as tenants of other Allotments.
8. The Tenant shall not use any threatening or abusive language or behaviour of any kind to other tenants, officers and representatives of YACIO or to any member of the public.
9. The Tenant shall not take or remove any property or produce from other Allotments. This includes Allotments that are vacant unless specific permission to take or remove property has been given by YACIO or its site representative(s).
10. The Tenant shall not obstruct any track or path leading to or on the allotment site, including paths shared between Allotments.
11. All paths shared with neighbouring Allotments shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by YACIO.
12. On locked sites the Tenant shall follow site guidance regarding locking gates, etc. Site keys must be surrendered to YACIO at the end of the tenancy.
13. Only fruit trees, or nut and forest trees not exceeding 2.5 metres in height, may be grown on the Allotment. YACIO may require any tree, including fruit trees, obstructing pathways or restricting light to other Allotments to be pruned or removed.
14. The Tenant shall not, save for fruit trees on their plot, fell, cut or damage any tree in excess of 2.5 metres in height on the Allotment, bordering the allotment, or elsewhere on the allotment site without the consent of YACIO or its site representative(s).
15. The Tenant shall keep every hedge that forms part of the boundary of the Allotment properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair and a safe condition all fences and gates on the Allotment. Hedges and fences should not normally exceed a height of 1.5 metres. If there are reasons for exceeding this height these must be agreed by YACIO.
16. The Tenant shall not carry away any mineral, sand or clay or remove topsoil from the Allotment.
17. The Tenant shall only use non-biodegradable ground cover materials in limited circumstances. Non-biodegradable materials include, but are not limited to, ground cover membranes, plastic sheeting, gravel and slate. Synthetic carpets must not be used in any circumstances. Ground cover membranes and plastic may be used on a temporary basis to reclaim weed infested ground or used on a permanent basis for paths or around fruit trees or bushes. Large expanses of permanent ground cover between fruit trees and bushes are not permitted. Non-biodegradable ground cover used in any setting must not be allowed to be smothered by weeds (see further *Tenant's Handbook*).

18. The Tenant shall only keep the following animals on the Allotment: pigeons, rabbits, bees and poultry (hens and ducks but not cockerels, geese, etc.). Written permission must be obtained from YACIO prior to keeping any of the permitted animals. Tenants must abide by any limits set by YACIO on the number of animals that can be kept and pay the additional rental charge. Animal carcasses must be disposed of according to the appropriate legislation.

19. The Tenant shall not use any barbed wire on their Allotment or its boundaries.

20. The Tenant shall not erect any building or structure, including greenhouses/polytunnels, without the approval by YACIO and/or YACIO's site representative(s). The Tenant must keep all structures in a good state of repair and in a safe condition. Asbestos and other hazardous materials must not be used on any structure. The Tenant shall be responsible for the removal of any building or structure on or before the termination of the tenancy.

21. Any duly authorised representative of YACIO shall be entitled at any time to enter and inspect the Allotment.

22. The Tenant must not light bonfires that cause a hazard or nuisance to other tenants or neighbouring properties. The Tenant shall not burn, or allow others to burn, plastic or synthetic materials on the Allotment. Bonfires must not be lit at times when YACIO has specifically prohibited bonfires for safety and/or environmental reasons.

23. The Tenant shall only use the water supply made available for tenants for watering crops (e.g. uses such as cleaning cars are not permitted). The Tenant must not use sprinklers or other automatic, non-attended, watering devices that attach to the water supply.

24. The Tenant shall pay due regard to the environment and wildlife in the methods and materials used to maintain and cultivate the Allotment. In particular, the Tenant shall not use any pesticide, fungicide, and herbicide or any other substance or practices prohibited by law for use by amateur gardeners in the maintenance and cultivation of the Allotment. Where any sprays are used the Tenant must not allow this to affect neighbouring plots.

25. In the event of the unfortunate death of the Tenant the tenancy of the Allotment shall terminate on the yearly rent day after the death of the Tenant. First refusal will be offered to a co-tenant, partner or close relative of the Tenant.

26. The tenancy shall also terminate whenever the tenancy or right of occupation of YACIO terminates. In addition a tenancy may be terminated by YACIO by re-entry after one month's notice if:

(i) the rent is in arrears for not less than 40 days

(ii) the Tenant is not duly observing the conditions of his/her tenancy

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.

27. Should the Tenant wish to terminate this tenancy then one month's written notice to YACIO is required. Where the Tenant terminates a tenancy within a rental year after payment of the annual rental charge refunds will not be given.