

Updated Tenancy Terms and Conditions January 2022



This Tenancy Agreement is between YACIO and the named Tenant(s).

It is subject to the Allotment Acts 1908 to 1950 and the numbered conditions set out below. In setting these conditions YACIO's primary purposes are:

- to ensure appropriate and sustainable management of the allotment, the allotment site and the wider environment, both during the term of the tenancy and for the future
 - to ensure respect and care for all tenants, YACIO officials and representatives and those living in nearby properties
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 when the tenancy ends if, in the opinion of its officers or site representative(s), the allotment is in a poor state of cultivation and maintenance such as to require reinstatement and/or removal of excessive debris before it can be re-let.
 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 or overnight stays.
 5. The Tenant shall use the allotment 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. Plants that are prohibited by law must not be cultivated on the allotment.
 7. The Tenant shall keep the soil free from 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.
 8. The Tenant shall not bring to or keep on the allotment any materials or objects that are not necessary for its proper maintenance and cultivation.
 9. The Tenant shall not deposit waste materials from their allotment on any other allotments or on any other part of the allotment site.
 10. The Tenant shall not enter or interfere with other allotment plots without permission or remove any property or produce from them. This includes allotments that are vacant unless specific permission to enter and remove property has been given by YACIO or its site representative(s).
 11. 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.
 12. The Tenant shall not use any threatening or abusive language or behaviour to other tenants, officers and representatives of YACIO or any member of the public.
 13. The Tenant shall not obstruct any track or path leading to or on the allotment site, including paths shared between allotments.
 14. All paths shared with neighbouring allotments shall be left unaltered and kept maintained and cut up to half their width by the Tenant unless otherwise expressly provided for by YACIO.
 15. On locked sites the Tenant shall follow site guidance regarding locking gates. Tenants may be required to pay for key(s) on commencement of a tenancy. Loss of key(s) may incur a replacement fee. Site keys must be surrendered to YACIO at the end of the tenancy.
 16. Any duly authorised representative of YACIO shall be entitled to enter and inspect the allotment. Where the allotment is kept locked The Tenant must arrange access as requested by a YACIO representative.
 17. Fruit trees and nut bushes may be planted and grown on the allotment. Other trees and shrubs may be planted and grown but must not be allowed to exceed 2.5 metres in height without the permission of YACIO or its site representative(s). This includes self-sown seedlings and saplings in hedges and boundaries and trees and bushes existing before the commencement of a tenancy. YACIO may require any tree, including fruit trees and nut bushes, obstructing pathways or restricting light to other allotments to be pruned or removed.
 18. The Tenant shall not, save for fruit trees or nut bushes and trees or shrubs less than 2.5 metres in height on their plot, fell, cut or damage any other tree without the consent of YACIO or its site representative(s). This includes established trees on their allotment or its boundaries or elsewhere on the allotment site.

19. 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 safe condition all fences and gates on the allotment. Hedges and fences should not normally exceed a height of 1.5 metres above soil level. In the case of hedges 1.5 metres is the trimmed winter height (e.g. hedges must be cut back to this height at least annually). Where there is a case for exceeding 1.5 metres in height, for example for environmental, safety, or security reasons, this must be agreed by YACIO.

20. The Tenant shall not use any barbed wire on their allotment or its boundaries.

21. The Tenant shall not carry away any mineral, sand or clay or remove topsoil from the allotment.

22. The Tenant shall only use non-biodegradable ground cover materials on the allotment in limited circumstances. Non-biodegradable ground cover materials include, but are not limited to, carpets, plastic based membranes and sheeting, gravel and slate. Plastic based membranes and sheeting may be used on a temporary basis to reclaim weed infested ground. Non-biodegradable membrane may also be used on a permanent basis for paths or to cover ground under the canopy of fruit trees or around other perennial plants such as fruit bushes. The permanent use of any type of ground cover over wider areas of the allotment that could, in the opinion of YACIO or its site representative(s), be readily cultivated is not permitted. Where ground cover materials are used these must not be allowed to become smothered by weeds.

23. Where specific site conditions permit the Tenant may keep the following animals on the allotment: poultry (hens and ducks but not cockerels and geese); pigeons; rabbits; bees. Written permission must be obtained from YACIO prior to keeping any of the permitted animals. Tenants keeping bees must demonstrate they are appropriately experienced or qualified. Tenants must abide by any limits set by YACIO on the number of animals that can be kept and pay the additional rental charge. All animals must be appropriately cared for and attended to regularly. Animal carcasses must be disposed of promptly according to appropriate legislation and not left or buried on the allotment.

24. 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 safe condition. At the end of a tenancy the Tenant may remove buildings or structures erected during their tenure. Where this is not done by the date of tenancy termination ownership is vested in the incoming tenant.

25. The Tenant must not light bonfires that cause a hazard or nuisance to other tenants or neighbouring properties. The Tenant shall only burn dry materials; wet vegetation, plastic or synthetic materials or materials brought from outside the allotment must not be burnt. Bonfires must not be lit at times when YACIO has specifically prohibited bonfires for safety and/or environmental reasons.

26. The Tenant must ensure any container holding water does not represent a hazard to wildlife and people, especially children. New ponds may not be excavated without prior written approval from YACIO or its site representative(s).

27. The Tenant shall only use the water supply made available to tenants for watering crops and animals. The Tenant must not use free standing sprinklers or other automatic, non-attended, watering devices.

28. 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 spray or treatment is used the Tenant must not allow this to affect neighbouring plots.

29. In the event of the death of the Tenant the tenancy of the allotment shall terminate on the yearly rent day after the death of the Tenant. First refusal on continued renting of the plot will be offered, in the following order, to a co-tenant, partner or close relative of the Tenant.

30. The tenancy shall also terminate whenever the tenancy or right of occupation of YACIO terminates. In such circumstances the tenancy will be terminated by twelve months previous notice in writing ending between 1st October and 1st March in any year. In addition a tenancy may be terminated by YACIO by re-entry after one month's notice at any time if:

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

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

31. 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.