

Conditions of Tenancy

1. No plot holder shall hold more than 20 rods of allotment land under the control of Association. Each plot holder must declare his or her holding (if any) on any other group of allotments. Failure to do so will jeopardize both tenancies.
2. All rents are due and payable in advance on the 1st of January each year, and must be paid by the 1st of March each year. Failure to do so will jeopardize the tenancy.
3. The plot holder must cultivate and use the allotment garden for the production of foodstuffs and crops for the consumption by himself and his family and no other purpose.
4. The allotment holder must keep the allotment garden clean and in good state of cultivation and fertility and in good condition.
- 4a No tenant is allowed the use of a hose from standpipes on allotment land controlled by the association.
- 5 No internal divisional fencing or windbreaks will be allowed, unless provided by the association.
- 6 No fruit bush or tree shall be placed within two and half feet of the limit of the plot in any direction.
- 7 Sheds and greenhouses shall be of approved design, uniform sizes and properly constructed and must not be erected without the consent of the group committee.
All buildings shall be placed at the end of the plot furthest from the group roadway, but no closer than two feet to the limit, or closer than four feet to a dyke, or edge, or in a position shown on the group plan. Only one shed or building, other than a greenhouse, shall be allowed on each plot. Tool sheds not to exceed 8 feet by 6 feet by 6 feet 6 inches high at the front and 5 and three quarter's feet at the back, or combined tool and poultry house 11 feet by 6 feet by 6 and half feet high at the front and 5 and three quarters feet at the back.
Greenhouses must be of a design approved by the group committee and not to exceed eighty square feet in area.
Poultry enclosures shall be entirely constructed of wire netting and not exceed twenty square yards in area. These conditions will apply to all tenancies entered into before and after 1st January 1968. Buildings in existence on 31st December 1967 will be allowed to remain until a change of tenancy takes place, but additions thereto will not be permitted.
- 8 Any unsightly or dilapidated structure must be removed on request of the Executive Officers of the Association. All buildings must be removed by the tenant after termination of a tenancy. Any building left by a tenant after the termination of a tenancy, from whatever cause, shall become the property of the association.
- 9 The tenant shall not underlet, assign, or part with the possession of the allotment or any part of it.

- 10 The plot holder must keep the group roadway immediately in front of the plot clear of weeds and long grass and in proper condition.
- 11 The tenant shall not keep any animals or livestock of any kind upon the allotment except hens (12) or rabbits to the extent permitted by Section 12 of the allotments Act 1950.
- 12 The tenant shall not bring or cause to be brought into the allotment field of which his allotment forms part any dog unless the dog is held on a leash.
- 13 If the tenant shall commit a breach of any of the terms and conditions herein contained and in particular shall fail to cultivate the allotment to the satisfaction of the association then the association by any of their officers or servants or agents may re-enter upon the allotment and determine this tenancy as Provided by section 1 (1) (e) of the allotments Act 1922
- 14 The tenancy may be terminated by either party giving to the other not less than twelve calendar months notice in writing expiring on any day on or before the 6th day of April or any day on or after the 29th day of September in each year.
Provided however, that if the rent be in arrear for not less than twenty- one days or if it shall appear, to the Association that the tenant not less than three months after the commencement of the tenancy shall have failed to observe the condition contained herein or is a resident more than one mile beyond the boundaries of the district of Great Yarmouth the tenancy may be determined by the Association giving to the tenant not less than one months notice in writing expiring at any time by virtue of Section 30 (2) of the Small Holdings and Allotments Act 1908
- 15 No plot holder shall interfere with or take the Equipment, crops or produce of any other plot holder without the express permission of that plot holder and that the Association by any of their Officers, Servants or Agents may re-enter on the allotment and determine the theft Act 1968 relating to the equipment, goods, or produce of any other plot holder
- 16 The tenant shall yield up the allotment garden at the determination of the tenancy in such condition as shall be in compliance with these conditions and, in accordance with Section 4 of the Allotment Act 1950.
The association shall be entitled to recover from the tenant compensation in respect of any deterioration of the land caused in the opinion of the Management Committee of the Association by failure of the tenant to maintain it in clean and in a good state of cultivation and fertility.
- 17 In the construction of these Conditions the expression "allotment" shall mean "allotment garden" as defined by the allotments Act 1922.
The expression "association" shall mean the "Great Yarmouth and Gorleston Allotments Association Ltd" and the Expression "the tenant" shall mean the person executing an agreement with the Association granting him the tenancy of an allotment subject to the conditions contained herein.

