

WANTAGE TOWN COUNCIL

Allotment Tenancy Agreement

DEFINITIONS

Wantage Town Council shall hereafter be referred to as the "Council".

An individual resident who lives within the Council's Administrative Area (as defined by the Boundary Commission for England), or other approved person, who undertakes a lease on an Allotment Garden shall hereafter be referred to as the "Tenant".

The tenancy period shall run from 29th September to 28th September the following year.

PART I

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden specified on Part II attached.
 2. At the commencement of the tenancy a bond of an amount of money defined by the Council and recorded on Part II shall be paid to the Council. The bond will be repayable to the Tenant on termination of the tenancy subject to the Allotment Garden being returned to the Council in the same or better state as it was when the tenancy commenced.
 3. The annual rental, payable in advance, should be received in the Council office on or before the 29th September for the following year's tenancy.
 4. The tenancy may be terminated by either party to this agreement serving on the other a written notice to quit, expiring on or between the 29th day of September and the 6th day of April in any year.
 5. The Allotment Garden is not to be used for any commercial use.
 6. The Tenant shall during the tenancy carry out the following obligations:-
 - (a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated;
 - (b) An allotment plot may be covered in cardboard or polythene sheeting for a selected period provided it is combined with active cultivation. The use of carpeting and tyres is prohibited for environmental reasons.
 - (c) Bonfires are permitted, but are to be used only for plant waste created from the allotment plot and in a safe and considerate manner.
 - (d) No nuisance or annoyance shall be caused by the Tenant.
 - (e) The use of individual water pumps is prohibited at all times.
 - (f) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or ducks or rabbits for domestic use by the Tenant and his/her immediate family only and the maximum number shall be five (5) in total.
 - (g) No dog, except for assistance dogs, are to be brought into or kept in the area of the Allotments by the Tenant or by anyone acting with his/her authority or approval;
 - (h) The Tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - (i) The Tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council. Any building, permanent
- Allotment Tenancy Agreement Feb 2018

WANTAGE TOWN COUNCIL

Allotment Tenancy Agreement

structure or fence must be removed from the Allotment Garden on termination of the tenancy. An additional bond of an amount defined by the Council shall be paid to the Council on submitting written application for consent. The bond will be repayable to the Tenant on termination of the tenancy subject to the structure being removed. If the Tenant is unsuccessful in gaining consent then the additional bond will be returned to the Tenant. The bond will be repayable to the Tenant on termination of the tenancy subject to any building, permanent structure or fence being removed prior to termination. If the Tenant erects a structure without written consent, said structure may be removed by the Council and the Tenant charged for its removal.

(j) The Tenant shall maintain in decent order all paths and ditches bordering their plot. Paths shall be kept clear of weeds and, where grassed, regularly cut or mown. The Tenant shall trim all boundary hedges forming any boundary of the plot. Paths must be kept clear of obstructions and available for access at all times by other tenants.

(k) The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden except in order to conform with points 6(p) and (q);

(l) The Tenant shall cultivate the Allotment Garden for the production of fruit, vegetables, flowers and livestock as defined in 6(f) for domestic consumption by the Tenant and his/her immediate family;

(m) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer or Member of the Council;

(n) The Tenant shall not obstruct or permit the obstruction of any of the paths set out for the use of all tenants of the Allotment Gardens.

(o) The Tenant shall install and maintain a marker on each plot indicating the plot number.

(p) Fruit trees only should be planted sparingly (on dwarf root stock) and not be allowed to grow over 3 metres high;

(q) No fences or marking of the plot boundaries shall be allowed over 1.5 metres high in accordance with the requirements of point 6 (i).

(r) Entering the site with vehicles is at the driver's or owner's risk. Vehicle parking is permitted in designated areas only and is not allowed for long periods or over night.

(s) Children and young people, whether individually or in family groups, whilst visiting the allotment plot must be fully supervised in the interests of their own safety and the safety of others and should not be permitted to wander the site un-supervised.

(t) Agricultural grade or chemicals requiring a licence should not be used on any of the allotment sites by Tenants. Only retail products intended for use in gardens should be used and a low chemical use approach is encouraged.

(u) The use of air rifles, air pistols or any other form of weaponry is prohibited at all times on the allotment site.

7. Allotment sites are inherently hazardous. Tenants could be individually liable for injury or damage suffered by third parties, including other tenants and unauthorised persons, due to negligence by the tenant. Tenants are advised to consider actions to mitigate public liability, with the expectation of this including insurance.

WANTAGE TOWN COUNCIL

Allotment Tenancy Agreement

9. If the Tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

10. On the termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950 but if the Tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

11. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address on Part II of this Agreement.

WANTAGE TOWN COUNCIL

Allotment Tenancy Agreement

PART II

Tenant's Name

Address

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Telephone Number

Email Address

Allotment Site Plot Number

Annual Rent

Bond Paid on site

Bond Paid on permanent structure or fence

I hereby accept the terms detailed in Part I of this Agreement.

Signed.....

Date

WANTAGE TOWN COUNCIL

Allotment Tenancy Agreement

Allotment Shed / Greenhouse Agreement

The tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council. Any building, permanent structure or fence must be removed from the Allotment Garden on termination of the tenancy. A bond, of an amount as specified by the Council, shall be paid to the Council on application for written consent. The bond will be repayable to the Tenant on termination of the tenancy subject to any building, permanent structure or fence being removed.

Tenant's Name

Address

Allotment Site Plot Number

I hereby accept the terms detailed as above and enclose the specified bond

Signed

Date