

# ***KIDLINGTON PARISH COUNCIL***

Exeter Hall  
Oxford Road  
KIDLINGTON  
Oxon  
OX5 1AB



11 February 2022

## **ALLOTMENT TENANCY AGREEMENT**

This agreement, dated **02 March 2022** is between Kidlington Parish Council (Referred to as the council in this document and shared by:

**Name & Address:** .....

Under this agreement

1. The Council agrees to let and the tenant agrees to take on a yearly tenancy of the plot number ... at the Council's allotment site at ..... a yearly rent of **£25.00 for (half) £40.00 (whole)**.
2. A requirement of this agreement is that the tenant is a resident of Kidlington. New tenants will be required to make a **deposit of £50** which will be refunded when the tenancy is given up, provided that the plot complies with condition 4 (o) below. New tenancies will be inspected after a 6-month probationary period, and if after this time, very little work has been done, three months' notice will be given, after which the tenancy will be terminated with immediate effect and be re-let. No refund will be issued.
3. The tenancy is subject to the following conditions: -
  - a) The tenant will pay a pro-rata amount for the allotment rent depending on start of the tenancy. After that period the tenant should pay the full rent by the **15<sup>th</sup> January** every year.
  - b) The Council will give the tenant not less than three months notice of any increase.
  - c) The Council have no responsibility for any accident caused by the negligence of allotment holders on site.
4. The tenant agrees:
  - a) To use the plot as an allotment garden and for no other purpose
  - b) To keep the allotment plot free from weeds and maintain it in a good state of cultivation and to keep any paths included in the plot or joining on to it reasonably free from weeds
  - c) To keep any hedge that forms part of the plot properly cut and trimmed and ditches properly clean, and keep in repair any other fences and gates on the plot.

- d) Not to cause or permit any nuisance or annoyance to other allotment tenants, or obstruct any path or roadway set out by the council for the use of allotment tenants
- e) Not to let the plot or any part of it to anyone else without written permission from the Council
- f) Not to cut down any trees or take away or sell any soil or gravel or sand from the plot without written permission from the Council
- g) Not to put up any building on the plot without written permission from the Council. Where permission is given, the building erected must be as specified in the permission. Permission is not normally given for a shed/greenhouse larger than **6ft x 6ft.**
- h) Not to put up any fence or barbed wire next to any path set out for the use of allotment plot tenants
- i) Not to plant any trees without permission from the Council
- j) Not to deposit, and not allow anyone else to deposit, any refuse or decaying matter on the plot (except manure or compost in quantities that are reasonably needed for cultivation) and not to put anything in hedges and ditches on or around the allotment site
- k) To make sure that dogs brought onto the allotment site are securely held on leads
- l) Not to keep any livestock on the plot.
- m) Not to put up notices or advertisements without permission from the council
- n) To tell the Council at once of any change of address.
- o) To give up the plot at the end of the tenancy in a condition which meets the conditions of this agreement
- p) To allow any officer or representative of the council to enter the plot and inspect the condition of the plot and any building on it
- q) To observe and perform any other special conditions which the Council thinks necessary to preserve the plot from deterioration, in accordance with clause 3 of this agreement
- r) When burning rubbish on the allotment plot, the tenant must consider the effect of the smoke to other tenants and neighbouring premises. ***No bonfires should be lit within 2 hours of sunset and should be supervised at all times.***
- s) Communal water taps are for use on allotments only, and water sprinklers are strictly forbidden to be used on the allotments. Any hose attached to the water taps should not be left unattended. Allotment holders should also strictly adhere to any hosepipe bans.
- t) To avoid confusion the tenant should ensure the number of the plot is clearly displayed in a prominent position at the front of the plot.

- u) If the tenant becomes ill and cannot look after their allotment, then the tenant should contact the office to discuss ways of managing the allotment until they can garden again.
- v) The Council agrees that if the tenant observes the conditions and obligations of this agreement he or she may peaceably use and enjoy the plot without interruption by the Council

5. The tenancy comes to an end:

- a) one month after notification of the death of the tenant. The tenancy will not automatically transfer to a next-of-kin; a request for a transfer will have to be made in writing to the Council.
- b) By either party giving notice.
- c) By re-entry by the Council at any time after giving three months notice in writing because the allotment is required for any purpose (except for agriculture)
  - i) for which it has been appropriated under a statutory provision or
  - ii) for building, mining, or any other industrial purpose or for any roads or sewers necessary in connection with any of these purposes
- d) By re-entry by the Council at any time after giving one month's notice in writing to the tenant
  - i) if the rent or any part of it is in arrears for 40 days or more, whether legally demanded or not
  - ii) if it appears to the Council that the tenant has broken the conditions and obligations of this agreement

6. Letters or notices from the Council to the tenant can be signed by the clerk of the Council and can be served either personally, or by leaving it at his/her last known address, or by post addressed to him/her, or by fixing the notice on the plot.

Any notice given by the tenant to the Council must be signed by the tenant and delivered or posted for the attention of the clerk of the Council.

**SIGNED:**

**DATE:**

*P P L A Dent* \_\_\_\_\_

**Kidlington Parish Council**

\_\_\_\_\_  
**The Tenant (Signed)**

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**Printed**