

KIDLINGTON PARISH COUNCIL

ALLOTMENT TENANCY AGREEMENT

This agreement, dated is between Kidlington Parish Council (Referred to as the council in this document and shared by the tenancy holder.

Under this agreement

1. The Council agrees to let and the tenant agrees to take on a yearly tenancy for a plot.

A requirement of this agreement is that the tenant is a resident of Kidlington.

As a new tenant taking on an allotment, there will be a probationary 6 months to work the allotment, and if after this time, very little work has been done, the tenancy will be terminated with immediate effect and be re-let. The tenancy is subject to the following conditions: -

- a) The tenant will pay for one year's rent in advance. After that period the tenant should pay the full rent by the 15th January each year.
- b) The Council will give the tenant no 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.

2.

The tenant agrees:

- a) To use the allotment as an allotment garden and for no other purpose
- b) To keep the allotment garden 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 allotment garden properly cut and trimmed and ditches properly clean, and keep in repair any other fences and gates on the allotment garden
- 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 allotment garden 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 allotment without written permission from the Council
- g) Not to put up any building on the allotment garden 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 larger than 6ft x 4ft.
- h) Not to put up any fence or barbed wire next to any path set out for the use of allotment garden tenants

- i) Not to plant any trees without permission from the Council
- j) Not to deposit, or allow anyone else to deposit, any refuse or decaying matter on the allotment garden (except manure or compost in quantities that are reasonably needed for cultivation) or 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 allotment garden
- 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 allotment garden 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 allotment garden and inspect the condition of the allotment garden and any building on it
- q) To observe and perform any other special conditions which the Council thinks necessary to preserve the allotment garden from deterioration, in accordance with clause 3 of this agreement
- r) The Council agrees that if the tenant observes the conditions and obligations of this agreement he or she may peaceably use and enjoy the allotment garden without interruption by the Council
- s) 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.
- t) The tenant shall not deposit or permit to be deposited on the allotment plot, any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for the use in the cultivation of the allotment plot) or place any refuse or matter elsewhere on any adjoining allotment plot.
- u) 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.
- v) To avoid confusion the tenant should ensure that the number of the allotment plot is clearly displayed in a prominent position at the front of the allotment plot.
- w) 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.

3. The tenancy comes to an end if

- 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. The Council will give 12 months' notice in writing, expiring on or before the 6th April or on or after 29th September in any year.

- 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

4. 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 allotment.

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