

## WATLINGTON PARISH COUNCIL TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN AT PYRTON FIELD ALLOTMENTS

**THIS AGREEMENT** made on the 1<sup>st</sup> October 2022

between **WATLINGTON PARISH COUNCIL** ('the Council'), Community Office, 1 Old School Place, Watlington, Oxfordshire OX49 5QH and \_\_\_\_\_

('the tenant') of \_\_\_\_\_ (address)

by which it is agreed that:

1. The Council shall let to the tenant the plot situated at Pyrton Field Allotments and referenced as \_\_\_\_\_ (plot number) in the Council's Allotment Register ('the plot').
2. The Council shall let the plot to the tenant for a term commencing on the 1/10/2022 To 31/09/2023 **Amount paid £**\_\_\_\_\_

and thereafter on an annual basis on the 1<sup>st</sup> day of October unless terminated in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent whether demanded or not which shall be payable in advance in full by the 1<sup>st</sup> day of October each year.
4. The tenant shall use the plot only for the cultivation of fruit, vegetables and flowers for use and consumption by him/her and his/her family or for community benefit.
5. Tenants are permitted to keep a small number of poultry for personal or family use, but poultry shall not be kept for a business or trade. Written consent must be obtained from the Council for the keeping of poultry and current RSPCA and Defra codes of practice must be complied with. The Parish Council will carry out inspections to ensure that recommended standards are kept.
6. Where there is a waiting list for plots preference must be given to Watlington parish residents.
7. During the tenancy, the tenant shall:
  - a. Keep the plot in a good state of fertility and cultivation;
  - b. Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the plot;
  - c. Not to sub-let or part with the possession of any part of the plot;
  - d. Not build any permanent structure without first obtaining the Council's written consent. The tenant may also require permission from the relevant planning authority. A maximum of 30% of a plot may be used for structures, paving or hard standing.
    - i. A shed must not exceed 8ft x 6ft. Maximum height 7ft. For storage of allotment related equipment and supplies only.
    - ii. A polytunnel must not exceed 9ft x 18ft. Maximum height 7ft.
    - iii. A greenhouse must not exceed 10ft x 8ft. Maximum height 7ft.

- iv. Chicken houses must be in accordance with Defra Regulations.
  - e. Not plant any trees, hedges, shrubs or bushes other than dwarf fruiting trees or fruiting bushes without first obtaining the Council's permission;
  - f. Be responsible for ensuring that any person present in the plot does not suffer personal injury or damage to his/her property; refer to the attached risk assessment and observe the Actions/Instructions;
  - g. Permit an inspection of the plot and structures at all reasonable times by the Council;
  - h. Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the plot or the plot of another tenant;
8. The Council accepts no responsibility for any items lost or stolen at the Allotments.
9. Only the tenant or persons acting for them shall be permitted to bring cars onto the allotment site. All contractors and delivery vehicles must be supervised whilst on site.
10. Bonfires are permitted in accordance with the following conditions:
- a. No plastic, carpets or other toxic materials shall be burned;
  - b. Fires shall only be lit when smoke will not cause a nuisance to other tenants or nearby houses;
  - c. The tenant is solely responsible for any fire he/she lights and shall not leave it unattended.
  - d. No materials shall be brought from elsewhere to be burned at the allotments without the prior agreement of the Council.

**NB:** The Parish Council are investigating this issue with regard to Climate Change and Health and Safety Issues. This clause may be changed in the 2022/2023 agreement

11. The tenant shall practice sensible water conservation, utilise covered water butts on all structures where possible and also consider using good water conservation practices such as mulching.
12. Tenants shall at all times have consideration for other tenants when extracting water from taps and troughs provided by the Council.
13. Sprinklers and any other irrigation systems connected to the mains water supply are not permitted. Hoses shall be used sparingly and used by hand only. They must not be left running. Troughs must be kept clean and shall not be used to rinse sprays or containers. If a tenant requires a standalone irrigation system that is filled from the mains supply, a charge proportional to the system's capacity may be levied by the Council.
14. The tenant shall observe additional rules that the Council may make or revise, in consultation with tenants, for the regulation and management of the Allotments by the Council.
15. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotments.

16. The tenancy may be terminated by the Council by service of one month's notice on the tenant if the rent is in arrears for 40 days or the tenant has not observed the rules referred to in clause 8.
17. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
18. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected on the plot unless the Council agrees otherwise which shall be confirmed in writing to the tenant. The plot shall be left in good order for cultivation or a charge will be incurred.
19. Any written notice required by the tenancy shall be sufficiently served if sent by post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.
20. Disputes between tenants will be referred to the Council for due process and the decision of the Council will be binding on all tenants involved in the dispute. Tenants retain the right to appeal any decision of the Allotments Committees at Full Council.

**Privacy Notice**

Watlington Parish Council will keep your name, address, phone number and email address only for the purposes of contacting you about payment for your allotment or communication regarding your allotment. Your details will not be shared with anyone and will be kept as long as you have an allotment, or until the end of the financial year if the allotment is given up part way through a year.

**I confirm I have had read and will adhere to the conditions above**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
The Tenant

Tenant name: [Print] \_\_\_\_\_

Tenant address:  
[Print] \_\_\_\_\_

Tenant email: \_\_\_\_\_

Tenant telephone number: \_\_\_\_\_

and signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Parish Clerk

Print name: \_\_\_\_\_

For and on behalf of Watlington Parish Council

**Note: For further information please contact the Parish Clerk 01491 613867.**