

HENLEYS ALLOTMENTS TENANCY AGREEMENT

Between

Thatcham Town Council ("the Council")

and

Name: _____

Address: _____

Postcode: _____

("the Tenant")

The Council agrees to let and the Tenant agrees to hire Allotment Plot No. _____ at Henleys Allotments, London Road, Thatcham, subject to the terms of this agreement and the Allotment Site Rules.

The tenancy shall commence on **1 January 2027** and shall continue on a yearly basis unless terminated in accordance with this Agreement.

1. COUNCIL RESPONSIBILITIES

The Council shall

- 1.1.** issue a copy of the Tenancy Agreement to the Tenant in advance of signing. Should the terms of the Agreement be altered a copy of the new Agreement will be provided to the Tenant who may withdraw at any time without penalty.
- 1.2.** Appoint a site Steward in consultation and agreement with Thatcham Allotment Gardening Club
- 1.3.** Divide the Allotment land into Allotment Garden plots (hereinafter called "Allotments") measured in square metres
- 1.4.** Prepare a plan showing the Allotments and give each Allotment a separate number
- 1.5.** Keep a register of all Allotment tenants and vacant plots
- 1.6.** Keep a waiting list of people requiring an Allotment
- 1.7.** Maintain and manage the common areas of the Allotment site and vacant plots, including grass cutting paths between plots
- 1.8.** Promote the Allotments to parishioners and actively encourage their take-up
- 1.9.** Hold regular meetings with the Site Steward
- 1.10.** Respond to concerns of the Site Steward and Tenants as soon as practicable
- 1.11.** Organise regular pest control
- 1.12.** Identify neglected Allotments and give relevant notice to the Tenant to cultivate the Allotment, unless there are mitigating circumstances, such as illness, which have been advised to the Steward or Council
- 1.13.** Allocate the Allotments fairly in accordance with the preferences set out below
 - residents of Thatcham
 - people without another allotment
 - next on waiting list

2. TENANT RESPONSIBILITIES

The Tenant shall

- 2.1.** Keep the allotment clean, tidy, productive and free from unnecessary rubbish.
- 2.2.** Ensure at least two thirds of the cultivatable area remain actively cultivated throughout the growing season.
- 2.3.** The Council recognises that tenants may choose to cultivate their plots using a range of horticultural methods, including no-dig, organic and wildlife-friendly approaches. Regardless of the cultivation method used, allotment plots must be maintained in a productive, safe and reasonably tidy condition and must not become overgrown, neglected or cause a nuisance to neighbouring plots.
- 2.4.** The cultivation method adopted by a tenant shall not exempt them from complying with the requirements of this Agreement.
- 2.5.** Maintain the remainder of the plot in a tidy condition and free from excessive weeds, overgrowth and waste materials. Materials used for mulching, composting or weed suppression must be stored and managed appropriately and must not create a nuisance, harbour vermin, obstruct paths or adversely affect neighbouring plots.
- 2.6.** Personally and regularly attend the allotment.
- 2.7.** Not permit the allotment to become neglected, abandoned, excessively weedy or overgrown.
- 2.8.** Keep adjoining paths free from obstruction.
- 2.9.** Not apply weed killer or similar to the paths around their Allotment or to any common areas of the Allotment site;
- 2.10.** Respect neighbouring plot holders and site users.
- 2.11.** Not sub-let any plot or parts thereof without written agreement from the Council.
- 2.12.** Inform the site Steward in the first instance of any problem and, if still not resolved after a reasonable period of time, inform the Council

3. PURPOSE OF THE ALLOTMENT

- 3.1.** The allotment shall be used wholly for the cultivation of fruit, vegetables, herbs, flowers and other horticultural crops for the personal use and enjoyment of the Tenant and their household.
- 3.2.** The Tenant shall not sell produce, plants, livestock products or any other goods grown at the allotment as part of a business enterprise.
- 3.3.** The Tenant shall not receive payment, reward, commission or any other form of consideration for cultivating, maintaining or managing any allotment plot.
- 3.4.** The Tenant shall not advertise, promote or offer allotment maintenance, cultivation, watering or management services from the allotment site.
- 3.5.** The Tenant shall not engage any person, company or organisation to cultivate, maintain or manage their allotment on a commercial basis without the prior written consent of the Council.
- 3.6.** Voluntary assistance from family members, friends and other allotment tenants is permitted provided no payment or reward is involved.

4. RENT AND DEPOSITS

- 4.1.** Rent shall be determined annually by the Council.

- 4.2.** Rent shall be due in advance and payable by 31 December for the following allotment year commencing on 1 January.
- 4.3.** In the event that any allotment garden is let after the 30th June in any year, half of the yearly rent shall be payable in respect thereof for that year.
- 4.4.** The first year's rent must be paid before occupation.
- 4.5.** The Council may permit payment by instalments at its discretion.
- 4.6.** The Council shall provide 1 x key for each Tenant upon receipt of a £10 refundable deposit. Additional keys may be obtained from the Council Offices upon payment of a further £10 refundable deposit per key. Tenants are not permitted to obtain reproductions of the allotment gate key. Key deposits will not be refunded unless the original key is returned to the Council.
- 4.7.** There is a £60 refundable maintenance deposit for each plot. The maintenance deposit will be refunded to the tenant upon termination of the tenancy agreement only if the plot has been maintained in accordance with the site rules. If, upon termination, the plot has not been maintained in accordance with the site rules, the Council will retain the Maintenance deposit.
- 4.8.** Maintenance deposits shall only be refunded where the plot is left in an acceptable condition following termination of the tenancy.
- 4.9.** Pensioners are eligible for concessionary rent. For the purpose of this Agreement a pensioner shall be a person in receipt of a State Pension, proof of which must be provided.
- 4.10.** Residents in receipt of certain benefits are eligible for concessionary rent.

5. WATER MANAGEMENT AND ENVIRONMENTAL RESPONSIBILITIES

- 5.1.** Water is a shared and finite resource and must be used responsibly.
- 5.2.** Tenants must make reasonable provision for rainwater collection and storage.
- 5.3.** Any shed, greenhouse, polytunnel or other roofed structure installed after 1 January 2027 shall be fitted with suitable guttering and rainwater collection facilities.
- 5.4.** Existing roofed structures shall be fitted with rainwater harvesting facilities by 31 December 2028.
- 5.5.** Rainwater storage facilities must be maintained safely and must not create flooding, nuisance or health hazards.
- 5.6.** The Council may impose temporary or permanent water restrictions where necessary.
- 5.7.** The use of hoses and sprinklers are prohibited at all times.
- 5.8.** The Tenant shall cultivate in an environmentally responsible manner and minimise the use of chemicals wherever practicable.

6. STRUCTURES

- 6.1.** No permanent or semi-permanent structure shall be erected without prior written approval from the Council.
- 6.2.** Approved structures shall:
- Not exceed 1.8m x 1.2m with a height not exceeding 1.8m
 - Be maintained in good condition.
 - Not obstruct neighbouring plots.
 - Comply with any Council specification in force.
- 5.3** The Council may require unsafe or unauthorised structures to be removed.
- 5.4** No barbed wire or any other material likely to cause injury is permitted on any area of the Allotment or Allotment site including any fence adjoining any path set out by the Council

7. TREES AND PLANTING

- 7.1.** No trees shall be planted without written Council consent, except approved miniature fruit trees.
- 7.2.** Trees shall be maintained at a maximum height of 2 metres unless otherwise agreed.
- 7.3.** The cultivation of invasive non-native species is prohibited
- 7.4.** No trees on common properly shall be cut or pruned

8. ANIMALS AND BEES

- 8.1.** No animals shall be kept on the allotment except hens, rabbits or bees and only with prior written permission from the Council.
- 8.2.** Cockerels are prohibited.
- 8.3.** Animals shall not be kept for business purposes.
- 8.4.** The Tenant shall ensure that animals are housed and cared for appropriately and do not create nuisance, odour, noise or health risks.
- 8.5.** Only suitably registered and experienced beekeepers may keep bees on the site.
- 8.6.** Dogs are permitted only when under the control of the owner.
- 8.7.** Dogs shall be kept on a lead at all times.
- 8.8.** Dog fouling must be removed immediately.
- 8.9.** The Tenant shall be responsible for any damage or nuisance caused by a dog.
- 8.10.** No other animals are allowed in the Allotment site under any circumstances;
- 8.11.** Tenants should cultivate their Allotment, where possible, with regard to wildlife:
 - Pest Control: choose disease resistant varieties, avoid chemicals and slug pellets that will harm wildlife
 - Weed Control: pull by hand and use mulch in preference to weed killers
 - Soil Conditioner: use organic compost and not peat whenever possible

9. HEALTH, SAFETY AND CONDUCT

- 9.1.** The Tenant shall conduct their activities in a manner that does not place themselves or others at risk.
- 9.2.** The Tenant shall not engage in threatening, abusive, discriminatory, intimidating or harassing behaviour.
- 9.3.** Theft (of materials and produce), criminal damage, violent behaviour, harassment or deliberate breaches of site security may result in immediate termination of the tenancy.
- 9.4.** Hazardous materials, asbestos, waste oils, fuel tanks and contaminated materials must not be brought onto the site without written permission from the Council.
- 9.5.** The entrance gate to the Allotment site should be locked immediately following access to and egress from the site. All keys to the allotment gates shall be returned to the Town Council upon termination of the Tenancy Agreement. This is for the safety of all Tenants and to ensure that the Allotment site is kept secure

10. WASTE AND BURNING

- 10.1.** Tenants should have compost bins/areas of their plot where practicable.
- 10.2.** The burning of waste in any form is strictly forbidden between 1st May and 31st August
- 10.3.** Fires between 1st September and 30th April can only be made in garden incinerators (chimney type).
- 10.4.** These dates may be changed in times of extreme hot/wet weather.

- 10.5.** No fires may be made on land owned by Thatcham Town Council that is not leased by The Tenant.
- 10.6.** The Tenant may only burn dry material that has come from an Allotment plot. Newspaper, cardboard, etc may be used to start the fire only. Never burn household rubbish, rubber tyres, or anything containing plastic (e.g. netting), foam or paint.
- 10.7.** Never use old engine oil, meths, tyres or petrol to light the fire or to encourage it.
- 10.8.** Only light a fire if you are sure that the smoke will drift vertically and so disperse quickly and away from streets, roads and houses.
- 10.9.** Do not light a fire when the smoke could cause a nuisance such as when weather conditions are unsuitable, or when there is cold air above the ground (temperature inversion) especially:
- Early in the morning, or in the evening
 - If it is windy
 - If there is drizzle or rain
- 10.10.** Avoid burning when air pollution in the area is high or very high. This information is included in weather forecasts, or you can check by ringing the Air Pollution Bulletin Service on 0800 556677 or at <http://uk-air.defra.gov.uk/> Air quality can be poor on hot sunny days in the summer.
- 10.11.** Always put the fire out before you leave your plot: never leave a fire unattended.
- 10.12.** Plot tenancy agreements may be terminated without notice should plot holders be found to contravene this guidance.

11. CHILDREN AND GUESTS

- 11.1.** Tenants are responsible for the actions of all their guests, both children and adults, that are brought into the Allotment site and ensure that they do not cause any nuisance or annoyance to any other person;
- 11.2.** All children under the age of 16 must be accompanied by a responsible adult at all times

12. INSPECTION OF PLOTS

- 12.1.** Council officers, or nominee of Thatcham Allotment Gardening Club may enter and inspect allotment plots at reasonable times for management and inspection purposes.
- 12.2.** Where there are reasonable grounds to suspect that waste has been buried, inspections may include investigative digging, where considered reasonable.

13. BREACH OF TENANCY

- 13.1.** Where a breach is identified the Council may:
- Provide informal advice.
 - Issue a written warning.
 - Issue a final warning.
 - Serve notice terminating the tenancy.
- 13.2** The Council may bypass the warning process in cases of unpaid rent of more than 40 days, serious misconduct including theft, violence, criminal damage, harassment, deliberate site security breaches or significant health and safety risks.

14. TERMINATION

- 14.1.** The tenancy shall terminate:

- 14.1.1.** Upon death of the Tenant.
- 14.1.2.** Upon written notice from the Tenant.
- 14.1.3.** If the Tenant ceases to reside within one mile of the parish boundary, unless otherwise agreed by the Council.
- 14.1.4.** By notice from the Council where the Tenant:
- fails to pay rent for 40 days;
 - breaches this Agreement;
 - breaches the Site Rules;
 - neglects the plot.
- 14.1.5.** Where the Council's interest in the land ends.
- 14.1.6.** In accordance with the Allotments Act 1922.
- 14.1.7.** Upon the tenant serving notice to quit in writing.
- 14.1.8.** If the tenant fails to comply with the terms of this tenancy agreement and the rules of the site.
- 14.2.** Any unused proportion of annual rent shall be refunded on a pro-rata basis upon request.

15. PLOT HANDOVER

- 15.1.** Upon termination the Tenant shall within 30 days:
- Clear all rubbish.
 - Remove personal possessions.
 - Remove unauthorised structures.
- 15.2** Leave the plot in a cultivatable condition
- 15.3** Failure to do so may result in all or part of the maintenance deposit being retained.

16. LIABILITY

- 16.1.** The Tenant occupies and uses the allotment at their own risk.
- 16.2.** The Council shall not be liable for loss, theft, damage or injury except where resulting from the Council's negligence.

17. DATA PROTECTION

- 17.1.** Personal information shall be collected, stored and processed in accordance with the Town Council's Data Protection Policy

Signatures

For Thatcham Town Council

Tenant

Signed: _____

Signed: _____

Date: _____

Date: _____