

READ PARISH COUNCIL

Allotment Tenancy Agreement

AN AGREEMENT made on _____ between **READ PARISH COUNCIL** ("the Council") of the one part and the person or persons named in the attached schedule ("the Tenant") of the other part WHEREBY IT IS AGREED as follows:

The Council lets and the Tenant takes the allotment garden ("the Allotment") numbered in the attached schedule and in the Council's Register of Allotments at the annual rent ("the Rent") shown in that schedule.

1. The tenant must be:
 - a. over 18 years old
 - b. must live within the parish boundaries of Read or Simonstone
 - c. must be the main user of the allotment
2. The tenancy hereby created shall continue until ended in any of the following ways:
 - a. By either party giving to the other twelve calendar months previous notice in writing expiring on or after the twenty-ninth day of November in any year,
 - b. If the rent is in arrears for not less than 28 days or if the tenant is not duly observing the rules affecting the allotment or any other term or condition of his tenancy,
 - c. If after three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 5f,
 - d. The tenant lives outside the Parishes of Read or Simonstone,
 - e. The tenant is identified as guilty of fly tipping on the allotment car park or associated areas,
 - f. If, after 28 days' notice of receiving a "bad condition letter", the tenant has failed to improve the condition of the plot,
 - g. If the tenant receives 3 "bad condition letters" within a year,
 - h. Dogs must be kept on a lead at all times, including along communal paths, and only released on the tenant's own plot. Furthermore, dog fouling will not be tolerated on any plot or along the allotment land and will result in an instantaneous termination of tenancy,
 - i. The behaviour of the tenant is deemed as antisocial by the Parish Council.
3. Permanent recreational structures not relating to allotment gardening are not permitted.
4. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the allotment unless the council agrees otherwise, which shall be confirmed in writing to the tenant.
5. The Tenant agrees:
 - a. to make a £100 bond payment at the start of the tenancy. This is refundable on termination of the allotment agreement but may be withheld if the allotment is left in an untidy or otherwise unsatisfactory condition determined by Read Parish Council.
 - b. to pay the agreed rent on the 1st November in advance each year.
 - c. to use the allotment as an allotment garden and for no other purpose.
 - d. not to assign the tenancy nor sub-let, or part with the possession of any part of the allotment.

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- e. not to take sell or carry away soil, gravel sand, clay or fencing. Only fruit trees are permitted to be planted on site and they should be regularly pruned to ensure their height is not above 4 metres.
 - f. to keep the allotment in a clean, decent and good condition and properly cultivated. It is not permitted to keep a plot which is untidy, overgrown, unkempt or seemingly in an abandoned state. Weeds must be controlled to prevent seeds spreading to other plots. Pernicious plants must be eradicated.
 - g. not to cause any nuisance or annoyance to the occupier of any other allotment or encroach on or obstruct any path provided by the council for the use of the allotment holders.
 - h. not to deposit or allow other persons to deposit upon the allotment any rubbish, refuse or other material, with the exception of manure in quantities such as may reasonably be required for use in cultivation.
 - i. to permit any member officer or servant of the council at any time to enter upon and inspect the allotment.
 - j. not to erect any shed or structure on the allotment without prior consent of the council. All sheds are required to be of wood structure and not of plastic material.
 - k. not to construct any fence or wall or plant any hedge on any part of the allotment or its boundaries without the previous approval in writing from the council.
 - l. that any sheds, fences, walls or hedges on any part of the allotment or its boundary in contravention of sub-clause (j) above may be removed by the Council at any time and all costs incurred by the council in so doing shall be recoverable as a debt due from the tenant to the council.
 - m. to indemnify the council against any loss, liability, demand, claim, expense or action arising in respect of injury to or death of any person or in respect of any loss of or damage to any property real or personal however caused arising out of or in connection with the tenant's use of the allotment.
 - n. that no animals other than chickens, ducks or geese are to be kept in the area of the allotments by the tenant or by anyone acting with his authority or approval.
 - o. that no pigeons are to be kept in the area of the allotments.
 - p. that the burning of waste materials is strictly limited to wood, plants or charcoal. No plastics or rubbers are to be burnt. When burning materials, due regard should be given to the comfort of other allotment holders and attempts made to minimize the effects of smoke and ash.
 - q. to maintain any fences that are the responsibility of the tenant to a reasonable state, maintain bordering overgrowth to protect fence condition and to discuss any shared fencing with neighbouring tenants.
6. No new tenant shall be entitled to a total allotment area greater than $\frac{3}{4}$ of a full plot.
7. The council hereby reserves the right at any time during the continuance of this agreement to vary the within written terms and upon such variation shall give notice in writing to the tenant within twenty-eight days of the variation.
8. The council hereby reserves the right to increase the rent on every anniversary of this agreement on giving the tenant at least 28 days prior notice in writing.

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9. Any written notice required by the tenancy shall be sufficiently served if sent by registered post or left at the parties' address. Any notice to be served by the tenant shall be addressed to the council's clerk.
10. If any tenant fails to comply with the Allotment Tenancy Agreement, they will be contacted and invited to discuss the situation with the Allotment Manager. If a satisfactory outcome is not achieved that is in line with the Agreement, the tenancy will be terminated without refund of pre-paid rent.
11. The tenant should advise Read Parish Council clerk of any changes postal address, telephone number and email address as soon as any change take place.

Name: _____

Signature:

Date:

RPC September 2025