

Woodley Town Council
TENANCY AGREEMENT FOR ALLOTMENT PLOT HOLDERS
(For domestic and charitable cultivation only)

THIS AGREEMENT made on this FIRST DAY OF JANUARY TWO THOUSAND AND TWENTY FIVE BETWEEN Woodley Town Council (hereinafter called the Council) and XXXX (hereinafter called the Tenant) by which it is agreed that:

1. The Council agreed to let and the Tenant agrees to hire, as a tenant from 1st January 2025, the Allotment, the area being XX POLE RESIDENT/NON-RESIDENT at £X.XX per pole and part of the Allotments provided by the Council at Reading Road and at the current rent of £XX.XX and numbered XXXX in the Council Allotment Register.
 - 2.1. The rent shall be paid on 1st January 2025 until 31st December 2025 and shall be for a period of 12 months.
 - 2.2. The rent shall become due on 1st January and paid within 28 days thereafter, to cover the calendar year to 31 December. Plots taken after 1st January will be charged on a pro-rata basis to 31 December.
3. This agreement replaces all previous allotments agreements, if any exist, between the Council and the Tenant.
4. The tenancy is subject to the conditions and provision of the Allotment Acts 1908-1950 and any other enactments regulations or orders relating to allotments and in particular to the following conditions:
 - 4.1. The Tenant shall insofar as is consistent with their tenancy of the allotment plot observe and perform all conditions and covenants contained in the Lease or Agreement (if any) under which the Council holds the land.
 - 4.2. The rent shall be paid in advance on the first day of January in each year and it is the Tenants responsibility to inform the Council that they are in receipt of the state pension and provide such evidence as is necessary.
 - 4.3. At the start of first year of the tenancy the Tenant shall be charged:
 - 4.3.1. A one off fee of £5.00 towards the running and maintenance costs of toilet provision.
 - 4.3.2. A one off fee of £5.00 towards the security of the allotment site.
 - 4.3.3. A key deposit fee of £15 – refundable upon termination of the tenancy and return of the key. Replacement or additional keys are available from the Council on application and payment of a key deposit. The tenant may not make copies of their keys.
 - 4.3.4. A plot deposit, fee to be determined by the Council – refundable upon the end of tenancy subject to the terms set in this tenancy agreement.
 - 4.4. The Tenant shall use the plot as an allotment garden as defined by the Allotment Act 1922, wholly or mainly for the cultivation and production of vegetables, fruit and flower crops for consumption or enjoyment by the Tenant and their family, or charitable donation and no other purpose.
 - 4.5.
 - 4.5.1.1. The Tenant shall have at least 25% of the allotment garden under cultivation of crops within three months of the start of first year of the tenancy.
 - 4.5.1.2. 50% of the allotment garden under cultivation of crops within 6 months of the start of the first year of the tenancy.
 - 4.5.1.3. 70% of the allotment garden under cultivation of crops after 12 months of the start of the first year of the tenancy and thereafter. Plot inspections will be carried out on a regular basis to measure adherence to these requirements.
 - 4.5.2. The percentage of the allotment garden required to be cultivated within the first three months may be changed at the discretion of the Council, dependent on the condition of the plot at the time of starting the tenancy. Any change agreed will be in consultation with Allotment Tenants Committee and confirmed in writing by the Council.
 - 4.5.3. All allotments are to be surrounded by 2 foot wide grass path marking the limits of the cultivation area. Tenants must not extend the boundary of their plot without prior agreement of the Council. The Tenant shall keep the allotment, including surrounding paths on or immediately adjoined to their plot, well maintained, free from weeds, noxious plants and any hazards, such as broken glass and scrap.
 - 4.6. The Tenant shall not bring to or use on the site any superfluous materials including any carpets, tyres, asbestos containing materials, any waste items or materials, including banned chemicals, white goods, and green waste from offsite. However, items specifically for the betterment of the plot may be permitted e.g. woodchip, manure – by agreement with the Council.

4.7. Every allotment plot shall bear a number and every tenant shall be responsible for providing and displaying this number, no larger than 10" x 6", in a prominent position at the front of the plot.

4.8. The Tenant shall not plant trees other than dwarf fruiting trees and or fruiting bushes without the prior written consent of the Council. Saplings of potentially large trees such as oak, sycamore and walnut growing on the Tenant's allotment must be removed by the tenant. These may be relocated off-site, with written consent from the Council.

4.9.

4.9.1. The tenant shall abide by the speed limit of 5mph in force on the site.

4.9.2. The tenant shall not cause any nuisance, annoyance or use abusive behaviour whether physical, verbal or written, to the occupier of any other allotment plot or occupiers of adjacent properties.

4.9.3. Where a plot abuts a neighbouring property care should be taken to avoid causing nuisance to the occupier of the property. Any erection/structure should be at least 1 metre away from the property boundary. Where the Tenant maintains a compost heap on a plot abutting a neighbouring property, this should be contained and at least 1 metre away from the property boundary.

4.10. The Tenant shall not erect any shed, polytunnel, greenhouse, fruit cage, fence or any other structure without written permission from the Council. Structures should be well maintained in safe, sturdy condition, and any Greenhouse and polytunnel frames must be removed from site once they have served their use.

4.11. The Tenant shall not without the written consent of the Council cut or prune any timber on any trees except the proper pruning of fruit trees or bushes in the proper course of husbandry or take or sell or carry away any mineral gravel, sand or clay or permit any other person to do so.

4.12. The Tenant shall not store any vehicles, vehicle parts or tyres on the allotment site.

4.13. The Tenant shall not keep any livestock on the Allotment. Hens and rabbits may be permitted, through application from the Council.

4.14. The Tenant shall not remove from their allotment plot to another part of the site any material whatsoever but shall dispose of it responsibly.

4.15. The Tenant shall not trespass onto or remove any item(s) or vegetation from another plot, unless permission by the Council has been given.

4.16. The Tenant shall not deposit refuse or obstruct any paths and roads set out by the Council for the use of the occupiers of the allotments.

4.17. The tenant shall only light bonfires after 4pm from 1 October to 30 April. Bonfires are not permitted outside these times or at any other time of the year unless permission is given. This includes the use of incinerators and weed burner torches.

4.18. The Tenant shall not remove any water tank fitting in order to by-pass the valve and the use of a hosepipe from the water tank is not permitted. The tenant shall not empty a tank and be mindful of the needs of neighbouring tenants when using water.

4.19. The Tenant shall not sub-let, assign or part with possession of the allotment or any part of it.

4.20.

4.20.1. The Tenant must notify the Council within one month of any change of address.

4.20.2. If the Tenant wishes to give up their tenancy at any time they shall forthwith inform the Town Clerk and return the key to the Council Offices (any rent paid in advance will not be refundable).

4.21. The Tenant shall observe and perform any other special conditions which the Council considers necessary to preserve the allotment from deterioration and to which notice to the applicants is given in accordance with any rules made by the Council with respect to allotments.

4.22. Any dispute between tenants shall be referred to and settled by the Town Clerk but in the event of a Tenant being dissatisfied with the Clerk's determination of a dispute the Tenant shall be entitled to appeal to the Council whose decision on the matter shall be final and conclusive.

4.23. Any member or officer of the Council shall be entitled at any time when authorised by the Council to enter and inspect the allotment site.

4.24. The Tenant shall not later than the termination of their tenancy remove or cause to be removed at the request or the direction of the Town Clerk or other responsible official of the Council, all rubbish, plastic, carpet, other waste, buildings and foundations thereof from the allotment; If the Town Clerk so requests in writing and if the outgoing tenant refuses or fails to remove any of the above, they may be removed by the Council with the cost being charged to the outgoing tenant.

4.25. The Tenant of a charity plot must provide copies of relevant insurance, suitable risk assessments to the Council, prior to renewal of their tenancy in January.

4.26. Joint tenants are permitted, however, they may only become the primary tenant after 18 months, unless otherwise agreed by the Council. If a joint Tenant is allocated a plot of their own, they will no longer be eligible to become the primary tenant of the plot on which they share joint tenancy.

4.27. Tenants on starter plots (3 poles and below) may increase their plot size after one year, subject to plot availability and application to the Council. Tenants who are having difficulty working larger plots may downsize to a smaller plot, subject to plot availability and application to the Council.

4.28. The Tenancy may cease in any of the following manners:

4.28.1. by the Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required for:

- 4.28.1.1. Any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision;
- 4.28.1.2. For building, mining or any other industrial purpose;
- 4.28.1.3. For any roads or sewers necessary in connection with any of those purposes.

4.28.2. by the Council at any time after giving one months previous notice in writing to the Tenant;

- 4.28.2.1. if the rent or any part thereof is in arrears for not less than 28 days – whether legally demanded or not.
- 4.28.2.2. if there has been a breach of the Council's Terms and Conditions set out in this tenancy agreement on the part of the Tenant.

5.

5.1. Any notice to be served on the Tenant shall be validly served if sent by ordinary letter post to the Tenant addressed to his or her address as entered in the Allotment Register or by affixing the same in some conspicuous manner on the allotment plot to which this Agreement refers.

5.2. Any notice to determine the tenancy shall be validly served if sent to the Tenant addressed to his or her address as entered in the Allotment Register, by Royal Mail Signed For post.

Signed (On behalf of Woodley Town Council): Kevin Murray

Date: 29th November 2025