Harwell Parish Council

TENANCY AGREEMENT FOR A PLOT AT SUNNYDOWN ALLOTMENT GARDENS

THIS AGREEMENT made on the [Date] between Harwell Parish Council ('the Council') and [Name], [Address] ('the Tenant') of by which it is agreed that: The Council shall let to the Tenant the Allotment Garden situated at Sunnydown Allotment Gardens, Green Road, Harwell and referenced as Plot [Number] in the Council's Allotment Register ('the Allotment Garden').

1. The tenancy of the allotment garden shall run from 1st October 2025 to 30th September 2026 and will renew annually, subject to compliance with the terms of this agreement.
2. Annual rent shall be paid in full by 1st October each year, whether demanded or not.
3. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables, flowers and/or livestock for use and consumption by him/her and his/her family.
4. Plots are provided for personal use only. Selling produce or running a business from a plot is not permitted. Failure to adhere to this policy is grounds for immediate termination.
5. The Tenant shall reside within Harwell during the Tenancy.
6. During the Tenancy, the Tenant shall:
   a. adhere to the Code of Conduct as set out in Schedule 2 of this agreement insofar as is reasonably practicable.
   b. keep no less that 75% of the allotment in cultivation as defined by clause 6d, maintain the soil in a healthy and fertile state.
   c. Ensure that unwanted or unmanaged weeds are controlled so as not to cause nuisance, obstruction, or spread to neighbouring plots.
   d. observe the following definition of cultivation;
      i. "Cultivation" means keeping the plot in active and productive use. This includes maintaining soil health through digging (forking and rotavation) and the no-dig method (see https://www.rhs.org.uk/soil-composts-mulches/no-dig-gardening); growing fruits, vegetables, flowers, or green manure crops; and/or the keeping of hens or rabbits in accordance with Schedule, the Livestock policy.
   e. not bring to or keep animals in the Allotment Garden except those permitted in accordance with the Schedule 3, Livestock Policy. The only exception is a dog, which must be kept on a lead unless securely within the tenant's plot.
   f. not cause a nuisance or annoyance to neighbouring residents or other plot holders. Tenants must approach the allotment site considerately, being mindful of the residents of Green Road.
   g. not assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
   h. maintain and keep in repair the internal fences and gates forming part of the Allotment Garden;

i. not plant any tree, shrub, hedge or bush other than dwarf fruit trees, fruiting bushes and shrubs as set out in Schedule 2. The tenant must also remove any self-seeded trees or saplings promptly to prevent them from becoming established.
j. not cut, lop or fell any established tree growing on the Allotment Garden without first obtaining the Council's consent;
k. be responsible for ensuring that any person present in the Allotment Garden with or without the Tenant's permission does not suffer personal injury or damage to his/her property. Refer to Schedule 1, the Health and Safety Guidance.
l. permit an inspection of the Allotment Garden at all reasonable times by the Council as set out in the schedule 4, Inspection Protocol.
m. not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another Tenant;
n. not store or keep any goods, vehicles, trailers or equipment on the allotment garden not applicable to its upkeep.
o. Compost suitable material where possible, and not dump rubbish in any part of the allotment area.
p. petrol, oil, fuel or other flammable gas or liquids must be stored safely in appropriate containers and in small amounts relevant to small-scale use on an allotment site. They must be kept in the allotment's shed (see 7, below) or under cover to avoid direct sun.
q. observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden. Suitable notice will be given to all Tenants in the event that the Council alters the rules.

7. The Tenant may erect a shed on the Allotment Garden for keeping tools, etc for personal use to a maximum area of 4 sq.m. The Tenant may also erect buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c), to a maximum area of 4 sq.m. Any structure beyond these allowances or more than 2.75m in height requires specific permission from the Council. This covers other non-transparent structures such as poly-tunnels and covered raised beds.
8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
9. The Tenancy may be terminated by the Council serving on the Tenant not less than twelve months' written notice to quit for any reason other than those set out in Paragraph 11.
10. If plots are found to be non-compliant during inspection, tenants will receive a 28-day improvement notice. If no action is taken, a final warning or termination may follow
11. The Tenancy may be terminated by the Council by service of 28 days' notice on the Tenant if:
    a. the rent is in arrears for 40 days, or
    b. three months after the commencement of the Tenancy and thereafter the Tenant has not observed the rules referred to this Agreement, or
    c. the Tenant is living outside Harwell Parish.
12. If the Tenant is in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the Tenancy shall thereupon terminate. This is without prejudice to any right of the Council to claim damages for any such

breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

13. The termination of the Tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.
14. The Tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit, or fewer with the agreement of the Council.
15. On the termination of the Tenancy, the Tenant may leave any shed, greenhouse erected in the Allotment Garden which is in good repair and within the size limit given above, unless the Council specifies otherwise which shall be confirmed in writing to Tenant. Structures for keeping hens etc. will normally be excluded from this provision AND MUST BE REMOVED by the Tenant.
16. Any written notice required by the Tenancy shall be sufficiently served if sent by post to or left at the Tenant's address or emailed to the email address on record. Any notice to be served by the Tenant shall be addressed to the Parish Clerk.
17. Payment of the rent implies agreement with these conditions.

Parish Clerk (for and on behalf of Harwell Parish Council)

Date: [Date]

Tenant……Date…….