

This agreement supersedes all previous agreements

**HENLEY ON THAMES TOWN COUNCIL ALLOTMENTS –
GREENCROFT AND WATERMAN’S**

An agreement made this day between the TOWN COUNCIL OF HENLEY-ON-THAMES (hereinafter called "the Council") of the one part and (hereafter called "the Tenant") of the other part WHEREBY the Council agrees to let and the Tenant agrees to hire as a yearly tenant from the 1st day of October 2008, the Allotment Garden Plot No situated at Allotments, recorded in the Council's Register of Allotments and containing poles or thereabouts, for the sum of £ paid annually in advance on the 1st day of October each year or a proportionate rent thereof dependent upon the commencement of tenancy.

PART I - DEFINITIONS

In this agreement the following terms have the following meanings:

Allotment – means the whole of the Allotment sites, Greencroft and Waterman’s including but not exclusively communal paths, parking areas and individual plots, banks and boundaries

Allotment Garden - means an individual allotment not exceeding 40 poles which is wholly or mainly cultivated by the occupier for the production of fruit or vegetables for consumption by himself/herself and his/her family.

Green material - means plant or other vegetable matter which has been previously been growing in the ground at the Allotments.

This agreement supersedes all previous agreements

Notifiable weeds – means any weeds or plants prescribed as injurious weeds under the Weeds Act 1959 or as controlled waste under the Environmental Protection Act 1990.

Re-entry – means the re-taking of possession (by the Council) under a right reserved in a prior agreement.

PART II – TERMS AND CONDITIONS

1. The tenancy may be terminated by either party to this Agreement serving on the other not less than 12 months written notice to quit expiring on or before the 6th day of April or on or after 29th September in any year. (*Note: see also termination for breach*).
2. The tenant shall reside within the town boundary of Henley-on-Thames or within a radius of 5 kilometres of the Town Hall during the continuance of the tenancy.
3. The tenancy is subject to the conditions and provisions of the Allotments Acts 1908 – 1950 and any other statutory provisions relating to allotments.
4. The tenancy is subject to the following terms and conditions.

Allotment Rules

Husbandry and maintenance

- a) the tenant shall cultivate the Allotment for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself/herself and family;
- b) the Tenant shall keep the Allotment Garden free from weeds, clean, well cultivated and tidy at all times. The tenant shall be responsible for the prevention and ongoing eradication of all notifiable weeds and the costs / fines / compensation arising should any notifiable weeds take root and provided that in the event of the Tenant failing to eradicate any notifiable weeds it shall be lawful for the Council to suspend the use of any allotment affected and take such action as the Council reasonably think fit to eradicate such weeds, the cost of such eradication to be met by the Tenant who shall not be entitled to any compensation or suspension or reduction of rent during such period of suspension;

This agreement supersedes all previous agreements

- c) pesticides and or other chemicals are not permitted for use or to be stored on the Allotments except for those which are at the time of bringing on to the Allotment and at all time thereafter available for domestic use through normal UK retail purchase channels. The Council may at any time ban the use of any named pesticide and or other chemical at the Allotment;
- d) the use of carpet as ground cover is not allowed;
- e) the Tenant shall not allow any plants to impinge on any other part of the Allotments or neighbouring plot allotment nor cause any damage thereto;
- f) the Tenant shall be responsible for and must keep their half of path between allotment plots mown, unless the path is wholly within the tenants own allotment plot in which case the tenant is wholly responsible for mowing and maintaining that path. Paths shall be a minimum of 2 feet wide; 1 foot coming from each allotment;
- g) the Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, except the proper pruning of fruit trees or shrubs 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. The Council will not normally grant consent;
- h) the Tenant must not plant any trees or fruit bushes or any crops requiring more than 12 months to mature without the written consent of the Council. Fruit bushes or any crops requiring more than 12 months to mature may be planted but no compensation will be payable if the tenancy is determined for any reason contained in Part III s4 sub paragraphs a) – d) of this agreement;
- i) the Tenant shall not cause any nuisance or annoyance to any other tenant or any other authorised user of the Allotments;
- j) the Tenant shall not obstruct any path set out by the Council for the use of the occupiers of the Allotments;

Watering

- k) the Tenant shall only use a hand held hosepipe on the Allotments. The use of sprinklers and hose pipes left running overnight or unattended is forbidden;

Waste and sub standard soil/material

the Tenant shall not dump any refuse/rubbish of any kind on Council's land or bring onto the Allotments any refuse/rubbish to burn or compost or for any other reason except their own garden and vegetable compostable material. Any tenant reasonably believed to be, or found to be fly-tipping or permitting or encouraging fly-tipping on any part of the Allotments will be in immediate breach of this tenancy which will terminate immediately

This agreement supersedes all previous agreements

without further notification from the Council. The costs of clearance of the flytipping and any associated, including legal and or prosecution costs, will be charged to the Tenant;

- l) the Tenant shall not bring onto the site any soil, or any other material that the Council deems sub-standard or that could be detrimental to the allotments. Any tenant found to be in breach of this condition will be responsible for the cost of removing such material.
- m) the Tenant shall not, without the written consent of the Council, bring topsoil from an external source onto the allotments.
- n) the Tenant shall not remove from the Allotments to another part of the site any green material whatsoever, but shall burn, subject to the limitations in this agreement, dig-in or compost on his plot all such material except those weeds which are notifiable weeds which shall be disposed of in the prescribed lawful manner;

Bonfires

- o) the Tenant shall comply to the 'good bonfire' guidelines attached to this Agreement at appendix 1 from time to time updated by the Council and avoid causing a statutory nuisance by way of smoke, fumes or gases thereby significantly interfering with a person's peaceful enjoyment and or peaceful enjoyment of their property;
- p) the Tenant shall only light a bonfire between dawn and dusk - except if notified otherwise on the notice board by the Allotment Association or the Council;

Assignment / underletting

- q) the Tenant shall not under-let, assign or part with the possession of their Allotment plot, or any part of it without the written consent of the Council. The Council will not normally grant its consent;
- r) if a tenancy is determined by the death of the named allotment holder, then providing the plot has been worked as a joint enterprise by the holder and his/her spouse or partner, the tenancy may be re-assigned in the name of the surviving spouse or partner. Allotment plots may not be inherited by children or other relatives.

Storage

- s) the Tenant shall not store any vehicle or vehicle parts at or on the Allotments;
- t) the Tenant shall not store any household equipment goods or parts thereof nor building materials or the like (including wood) at or on the Allotments;

This agreement supersedes all previous agreements

Structures / buildings

- u) the tenant shall not without the written consent of the Council, erect on the Allotments any building including polytunnels and greenhouses or other structure whatsoever. All buildings for which written consent is granted shall conform and continue to be maintained to the standard specified by the Council;
- v) any building or other structure erected without the written consent of the Council shall be removed forthwith without notice and the tenant shall reimburse the Council for all costs associated with the removal including disposal and making good costs. A notice shall be attached to any building or other structure erected with consent but not maintained to the standard agreed by the Council informing the Tenant that the building or other structure will be removed and disposed of by the Council following the expiry of 14 days unless the building or other structure is made to conform with the Council's standard. The Tenant shall reimburse the Council for all costs associated with the removal including disposal and making good costs.
- w) existing structures as at the date of this agreement at an approved location must be maintained to a reasonable standard. The Allotment Managers will be responsible for carrying out an initial inspection and issuing notices of approval/improvement;
- x) the Tenant shall not erect any fencing nor barbed wire on the allotment or allotment garden with the exception of the installation of appropriate crop protection, not exceeding 2 metres in height, approved in advance in writing by the Site Manager / Allotment Association and renewable annually. The Council may withdraw this exception at any time for any reason without notice and shall do so if in its sole opinion there is any abuse of this exception;

Animals

- y) the tenant shall keep no livestock or poultry or other animal whatsoever of any kind on the Allotment Garden;
- z) the tenant shall ensure that dogs brought onto the Allotment Garden but not kept at it should be kept on a lead at all times. The tenant is responsible for the removal and safe disposal of dog faeces from the Allotment site including the tenants own plot. No dog faeces should be remain at the Allotments and should not be dug into the soil. The tenant is responsible for ensuring that any dog brought on to the site does not urinate on or in any communal area or other tenant plots or vacant plots;

Plot numbering

- aa) the Tenant shall ensure that the plot numbers allocated are kept in good condition and clearly displayed on the Allotment Garden as required;

This agreement supersedes all previous agreements

Administration

- bb) the tenant shall inform in writing both the Council and the Allotment Society site manager of any change of address, telephone or email;

Firearms

- cc) the Tenant should not retain and or bring on to the Allotments any type of firearm whatsoever including replicas;

Parking

- dd) Parking shall be in the designated parking areas only, to be determined from time to time by the Council. Unloading may be permitted by the Council for a limited period provided that at no time is the access or roads or paths through or to the Allotment blocked. Tenants unloading must move their vehicle immediately if requested by a fellow Tenant or Council staff;

Conduct

- ee) The Tenant shall at all times behave in a reasonable courteous manner and not offend any other lawful user of the site; no racist, sexist or other similar comments shall be tolerated;

Inspection

- ff) any Councillor or staff of the Council or other person shall be entitled at any time, if authorised by the Council, to enter and inspect the Allotments.

PART III TERMINATION

- 4. The tenancy shall be determined:
 - a) on the death of the tenant;
 - b) if the plot holder moves to a location outside a 5km radius of the Town Hall;
 - c) by the Council or by the tenant of 12 months notice in writing expiring on or before the 6th day of April, or on or after the 29th day of September in any year;
 - d) by re-entry by the council at any time after giving three months notice in writing to the tenant on account of the land being required for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes;

This agreement supersedes all previous agreements

- e) in accordance with any other statutory provision subject to the requirements of that provision being met;
- f) by giving notice to tenant where the Tenant is found stealing from the Allotment or is found causing, encouraging or permitting to cause any damage to any part of the Allotment;
- g) by re-entry by the Council at any time:
 - i. for non-payment of rent within 40 days of the due date;
 - ii. breach of any term or condition or any part of this tenancy provided that if such a breach is of the conditions or rules affecting the cultivation of the Allotment at least 3 months have elapsed since the commencement of the tenancy;
 - iii. the lapse of time or negotiations to rectify or resolve a breach shall under no circumstances diminish or remove the Council's right to re-enter following a breach or any term or condition or any part of this tenancy;
- h) by re-entry on account of the Tenant becoming bankrupt or compounding with his creditors, or where the Tenant is an association, on account of its liquidation or insolvency or administration or other such similar circumstances;

Re -entry

- i) the requirements for re-entry in clauses f i, f ii, f iii above are satisfied by the Council writing to the last known address of the Tenant giving not less than 1 month's notice that it will re-enter the site on a specified date. No particular physical activity on the plot is required by the Council to

This agreement supersedes all previous agreements

determine re-entry. Alternatively the Council may place a sign at the plot stating that the plot is vacant and the date from which it is vacant. This is the date of re-entry;

- j) The tenant shall, not later than the termination of this 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 buildings, structures and foundations from the Allotment. If the outgoing tenant refuses, or fails to remove same, they may be removed and disposed of by the Council, the cost being charged to the outgoing tenant;

Appeal

- k) If a tenant is not satisfied with the notice to quit, they can apply in writing to the Town Council, Market Place, Henley on Thames within 14 days of the sending/posting of the said notice, for the matter to be re-considered by three Councillors comprising the Mayor, Deputy Mayor and Chairman of the Committee responsible for Allotments. The majority decision of the said three Councillors shall be final.

PART IV -MISCELLANEOUS

Notice

- 5. Any notice required to be given by the Council to the Tenant under this tenancy may be served on the Tenant personally or by leaving it at his last known place of abode or registered letter or letter sent by the recorded delivery service addressed to him there or by affixing a notice in some conspicuous manner on the allotment plot to which the Tenant's agreement refers. A notice sent by post shall be

This agreement supersedes all previous agreements

deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent. A notice given by affixing to the allotment shall be deemed to be given 24 hours following the notice first being fixed.

6. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Town Clerk at the Town Hall, Market Place, Henley on Thames, Oxon RG9 2AQ.

Delegation

7. The Town Clerk is empowered to serve warnings and notices and all other matters in connection with the administration, operation and enforcement of this tenancy for and on behalf of the Council.
8. The Council may delegate all or any part of this tenancy agreement to be operated on its behalf by a third party.

Rent Review

9. The Council hereby gives notice that the rent shall be reviewed annually. The Council shall determine a revised amount of rent payable on 1 October in each year.

Supplementary special conditions

10. The tenant shall observe and comply with any other supplementary special conditions which the Council considers necessary to preserve the Allotments from deterioration and for which notice to the tenant is given in accordance with any rules made or to be made by the Council with respect to Allotments.
11. Notice for special conditions shall be given by posting of a notice on the allotment notice board at the Allotments at least 7 days prior to the special condition coming into effect.

This agreement supersedes all previous agreements

Signed Witness.....

[on behalf of Henley-on-Thames Town Council]

Signed..... Witness.....

[Tenant] Address.....

This agreement supersedes all previous agreements

Appendix 1

HENLEY ON THAMES TOWN COUNCIL – GOOD BONFIRE GUIDELINES

- Only the burning of dry green material is permitted.
- Never burn household rubbish, rubber tyres or anything containing plastic, foam, paint or chemicals.
- Never use old engine oil, methylated spirits, petrol or similar flammable liquids to light the fire or to encourage it.
- Avoid lighting a fire in unsuitable weather conditions – smoke hangs in the air on damp, still days and in the evening.
- Avoid burning when the wind will carry the smoke over roads or into other people's property.
- Avoid burning at weekends and on bank holidays when people want to enjoy their gardens.
- Avoid burning when the air quality is "poor" or "very poor".
(You can check this by contacting South Oxfordshire District Council 01491 823000 or www.southoxon.gov.uk)
- Never leave a fire unattended or leave it to smoulder – douse it with water if necessary.