

Uffington Parish Council

Allotment Gardens Tenancy Agreement

This agreement made on **29th September** _____ between The Parish Council of Uffington ('the Council'), Oxfordshire and the Tenant, _____ Residing at _____.

1. The Council shall let the Allotment Garden, plot _____ to the Tenant from year to year.
2. The Tenant shall pay an annual rent of £25 per plot (subject to annual Council review). Each payment to be made on the 29th day of September in each year of tenancy, to the Clerk of the Council. No work is to take place on Allotment Garden until payment is made.
3. Tenancy may be terminated by either party to this agreement serving on the other a written notice to quit expiring between 29th September and 6th April. No refunds for part-years will be given.
4. During the tenancy the Tenant shall carry out the following obligations;
 - a) The Allotment Garden shall be kept in a tidy, cultivated condition.
 - b) The Tenant shall use the Allotment Garden only and wholly for the cultivation and production of fruit, vegetables and flowers for domestic use by themselves and family, and not for sale.
 - c) No nuisance or annoyance shall be caused by the Tenant.
 - d) No livestock or poultry or animals of any kind shall be kept on the Allotment Gardens.
 - e) No dog shall be brought into or kept upon the Allotment Gardens.
 - f) No buildings, sheds, glasshouses, fences, animal enclosures, trees, fixed or paved pathways or masonry materials of any kind any plot are allowed.
 - g) The Tenant shall not assign the tenancy or sub-let or part with possession of any part of the Allotment Gardens.
 - h) The Tenant shall not obstruct any of the paths on the Allotment Gardens set out for the use of tenants.
 - i) The Tenant shall not cultivate, use or add to a plot in such a way as to discourage, deter or prevent any other person from wishing or being able to take over the tenancy of that plot.
5. The Tenant will not be liable for any rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Gardens.
6. Tenants shall automatically become members of the Uffington Allotment Holders Association. The Association is a member of the National Allotments Society (NSALG). Membership of the NSALG includes £50,000 of public liability insurance cover. If the Tenant wishes to 'top up' this insurance with a higher indemnity level they are free to make their own arrangements, but please inform the Parish Council if you do so. In order for the insurance cover to become effective your name and address will be shared with the NSALG, who will share this with their insurer. They will not share your details with anyone else or use them for any other purpose apart from the administration of the Allotment Gardens.
7. The Tenant shall normally reside within the Parish of Uffington or its neighbouring parishes during the continuance of the tenancy. If there are plots available and no waiting list, a tenant may rent a second plot, under the same conditions as above. However:
 - a) There will be no renewal rights if the second plot is required by a resident of Uffington on the waiting list at the time of renewal.

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8. If the Tenant shall have been in breach of any of the foregoing provisions of the Agreement for a period of two months or longer, the Council may reclaim the Allotment and the tenancy shall thereupon come to an end. The Council will retain the right to claim damages for any breach or recover any rent already due before such reclaim.

9. Any others matters not specified in this Agreement will be resolved according to The Allotment Acts 1908-50.

10. Any notice required by this Agreement to be given to the Council shall be delivered to the Clerk of the Council or the Chairman, and any notice to be given to the Tenant shall be delivered to the tenant's address at the head of this Agreement or sent to the Tenant by email.

11. **Flooding Risk.** The site is next to a stream which may be subject to flooding following substantial rain. Safe evacuation is possible at all times via the public footpaths towards the Church or the Waylands estate.

12. Additional guidance to Tenants is covered in the Code of Conduct for Allotment Tenants which should be read in conjunction with this Agreement.

Signed

For Uffington Parish Council

Signed
Tenant

Notes:

- i) Each plot is a nominal 100 square meters.
- ii) Plots will be assigned by the Council based on date of request or, where equal, by drawing lots.
- iii) Tenancy will be allowed to continue year on year if required and if Tenant has complied with the provisions of the Agreement.
- iv) If there are more requests than vacant plots, a waiting list will be held for first refusal.