Wroughton & Wichelstowe Parish Council

TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

THIS AGREEMENT made on this TWENTY-SIXTH DAY OF OCTOBER TWO THOUSAND AND TWENTY SIX BETWEEN the Wroughton & Wichelstowe Parish Council (hereinafter called the Council) and [redacted] (hereinafter called the Tenant) by which it is agreed that:

1 : The Council agrees to let and the Tenant agrees to hire, as a tenant from 26 October 2026 the Allotment, the area being 5 Perch For Resident(s) @ £7.32 per Perch For Resident and part of the Allotments provided by the Council at Moormead Road and at the current rent of £36.60 and numbered MR125 in the Council Allotment Register.

2 : The Tenant shall pay a yearly rental on the commencement of the tenancy and thereafter on the 1st day of October in each year.

Terms

1) The first payment is to be made on signing this agreement. For new tenants the yearly rent will be invoiced pro-rata, so the amount of rent payable depends on the month that a tenant takes on an allotment. The invoicing year is from October - September. Eg: if an allotment is taken on in December, the tenant will be invoiced for 10 months. Subsequent payments shall be made on receipt of the Council's invoice or by 30th October, whichever is the earlier.

2) Tenants moving outside the Wroughton parish boundary may, with written agreement, be permitted to retain the tenancy and in these cases the rent will be doubled

3) Tenants residing outside the Parish of Wroughton are required to pay double the standard rate.

4) A refundable charge of £50.00 per tenant(s) paid by cheque, cash, card or bank transfer will be made at the start of the tenancy to ensure the plot is left in a satisfactory condition at the end of the tenancy. This is to include: The area left weed free with the pathways mown; no rubbish left behind - including tools, building structures or other equipment without prior permission from the Parish Council. The sum of £50 will be returned by bank transfer once the plot has been checked and verified as left in a suitable condition for the next tenant. The payment of this deposit makes no reference to the condition of the plot upon signing the lease agreement and refunds at the end of tenancy are only given upon the conditions above being met

Conditions of Use

1) The Tenant shall keep the allotment well cultivated, properly fertilised, in good condition and shall not cause or permit any unsightly materials to accumulate on the Plot.

2) The Tenant may use the allotment for the cultivation of fruit, cut flowers and vegetables.

3) The Tenant shall not sell produce from the plot or otherwise use it for commercial purposes.

4) The Tenant shall keep and maintain not less than half the width of any path that abuts the Plot and shall not form any gullies deeper than 2" or 50mm on any plot edge bordering a path.

5) The Tenant shall not use barbed wire at the site.

6) The Tenant shall not bring any carpet to the site to use as a weed suppressant or other purpose.

7) The Tenant must not bring tyres to the site for use as planters or any other purpose.

8) The Tenant must not bring any waste to the site for disposal as this constitutes a criminal offence under the

Environmental Protection Act 1990.

9) The Tenant shall not keep any livestock on the Plot.

10) The Tenant shall keep any dog on a lead at all times when on the allotment site and under proper control. All faeces shall be removed from the site entirely.

11) The Tenant shall not cause any annoyance, nuisance or obstruction to any other tenant of a plot on the allotment site or any surrounding neighbours.

12) The Tenant must exercise care with the use of weed killer at the site. Containers used for weed killing must not be washed out in the water troughs or stream. All empty chemical containers shall be removed from the site. It is good practice to clearly label all containers.

13) Tenants shall not wash tools, produce or hands in any water trough.

14) Bonfires are permitted at the site, however please consider if this is absolutely necessary as the allotment site is nearby the Prospect Hospice, Ladymead Care Home and residential housing so please check the wind direction before lighting a bonfire. Smoke from a bonfire must not drift across a highway so as to cause a danger to traffic. No synthetic or manmade materials e.g. plastic, foam, rubber or paint shall be burned. Bonfires must not be left unattended. Bonfires are prohibited during the month of August. Tenants must adhere to any Facebook notices, signs and email notices because Wroughton Parish Council may impose a bonfire ban. Please refer to section 6 of the 'Allotment Rules For Plotholders' for more information.

15) The tenant will be responsible for the maintenance of any existing trees on their plot including cutting smaller overhanging branches back. Larger trees may need professional maintenance which the tenant(s) is (are) responsible for arranging and for paying costs. Any tree surgery work must be agreed by the council before the tenant enters into any contract for work to be carried out.

16) The tenant shall not plant any tree without the express written consent of the Council prior to planting. If permission is granted then a maximum of only two dwarf fruit trees would be permitted and these must be kept at least two metres away from the boundary of neighbouring allotments. No tree must overhang any path or neighbouring plot.

17) The Tenant shall ensure that all gates are closed after entering or leaving the site.

18) Tenants may cultivate brambles. Old growth must be removed and new growth must be kept clear of paths and not encroach on to neighbouring plots.

19) Pest Control. The Council carries out pest control at the site. Tenants shall not use poison or traps or attempt to shoot or destroy rabbits, birds or vermin at the site. Tenants shall report any sighting of rodents at the Site.

20) The Tenant shall not erect any building at the allotment without the express written consent of the Council prior to erection. Any such buildings shall be of such a size and construction as the Council approves in writing. Such buildings shall be maintained in good repair. Any glazing in structures must use polycarbonate or similar. All structures must be constructed on a temporary base and be set in from the edge of the Tenant's plot in order that paths are not obstructed or compromised. Any structure which may include any shed or polytunnel must be firmly secured to the ground and able to withstand the elements. Should any fixture become dislodged and pose a hazard, the parish council cannot be held responsible for any resulting damage.

21) The Tenant may erect a fence around their Plot. All fences must be set in from the edge of the Tenants plot in order that paths are not obstructed or compromised.

22) The Tenant shall observe and perform any special condition which The Council may deem necessary for the preservation of the Plot from deterioration.

23) Any Officer of the Council shall be entitled to enter and inspect the allotment at any time.

24) The Tenant must obey any temporary notices/instructions which could be conveyed on social media, on the entrance gates and/or via letter.

25) The Tenant must be respectful towards council staff, councillors and other plot holders. Violence and aggression will not be tolerated and could result in the termination of the contract.

26) Any conditions will also be highlighted in the allotment rules booklet which should be read in conjunction with the signed agreement.

Termination of this agreement

1) This agreement may be terminated by the Council giving one months notice in any of the following events:

a) if the Tenant ceases to reside within one mile of Wroughton parish boundary and does not apply to retain the tenancy at double the rent.

b) if the rent is in arrears for at least 40 days.

c) if the tenancy or right of occupation of the Council terminates.

d) If the Tenant contravenes any of the Conditions.

e)If the Tenant becomes bankrupt or compounds with their creditors.

2) A Tenant wishing to terminate the tenancy shall give 12 months' written notice to the Clerk at the Council Ellendune Community CentreBarrett Way Wroughton SN4 9LW to expire prior to 1st April or after 29th September.

3) The Council shall serve written notice to the Tenant's last known address with the same period and expiry.

4) A shorter notice may be arranged by mutual agreement.

5) The Tenant may not underlet, assign or part with possession of the plot or any part of it, except by written permission of the Council.

Personal Information

1) The Council will retain all personal information supplied by the Tenant up until a one year period from the tenancy termination date.

2) The Council will not share any personal information supplied by the Tenant to any third parties and the information can only be accessed by Council officers and members of the allotment working party.

3) The Tenant agrees for the Council to securely store the information and gives consent to be contacted.

Service of Notice

Any notice may be served on a tenant personally or by posting to or leaving it at his last known place of abode or by fixing the same in some conspicuous manner on the allotment.

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Signed Signed

The Tenant For Wroughton Parish Council

Date:..... Date:.....

Existing Shed Size: Trees (number, species and rootstock):