

WOKINGHAM TOWN COUNCIL



Town Hall
Market Place
WOKINGHAM
Berkshire
RG40 1AS

Mrs J Nowecki
Town Clerk

Tel: (0118) 978 3185
allotments@wokingham-tc.gov.uk

ALLOTMENT AGREEMENT

AN AGREEMENT made this date **22nd September 2002** between **THE TOWN COUNCIL OF WOKINGHAM** (hereinafter called "the Council") of the one part and **Mrs. Hinur Dyytno, 38 Somewhere Road, Wokingham, RZ2 9ZZ** (thereinafter 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 November each year, the Allotment Garden numbered **Plot OR276c Ormonde Road** in the register of allotments provided by the Council and containing **2.5** square poles (together) or thereabouts (hereafter called the 'Allotment Garden').

The Tenant agrees with the Council to observe the following conditions:-

1.

- (a) The Tenant shall pay the rent hereby reserved on the 1st day of November in each year.
- (b) The Tenant shall keep the Allotment Garden free from weeds as is reasonably practicable, and well-manured and otherwise maintain it in a proper state of cultivation. Specifically, but without limiting the generality of the foregoing:
 - (i) the Tenant shall keep at least 75% of the Allotment Garden in a proper state of cultivation from March to November each year inclusive.
 - (ii) if the Tenant is unable to do this through incapacity or sickness or other personal circumstances the Council must be advised immediately. If any incapacity, sickness, or any other personal circumstances prevent the Tenant from complying with condition 1(bi) for a continuous period of six

- months, the Council will revoke the Tenant's allotment agreement.
- (iii) if none of the circumstances in 1(bii) pertain and the Tenant is unable to maintain at least 75% of the Allotment Garden in a proper state of cultivation the Council shall set a limit of one month for the required improvement to be made.
 - (iv) if this improvement is not made within one month the Council shall take back one half of the Allotment Garden and let this half to another Tenant.
 - (v) the first Tenant shall within one further month improve the remaining half of the Allotment Garden to the required standard. If this improvement is not made within one month the Council will serve the Tenant with a 'Notice to Quit' letter.
- (c) The Tenant shall not cause any nuisance to the occupier of any other Allotment Garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
 - (d) The Tenant shall not under-let, assign, or part with or share the possession or occupation of the Allotment Garden or any part of it without the consent of the Council.
 - (e) 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 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.
 - (f) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
 - (g) The Tenant shall not, without the written consent of the Council, erect on the Allotment Garden any building or erection whatsoever. Wherever practicable a shed must have a system for collecting rainwater attached to it. This will usually be guttering, a down pipe and a barrel.
 - (h) The Tenant shall keep every hedge that forms part of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained, keep all paths around his allotment level, properly trimmed and free from rubbish and keep in repair any other fence and any other gate on the Allotment Garden.
 - (i) The Tenant shall not remove from his Allotment Garden to another part of the site any material whatsoever but shall burn, dig in, or compost on his plot all weeds, rubbish, waste produce etc, nor bring in garden waste to burn on the Allotment Garden. Bonfires must not be left unattended. At Gipsy Lane, Latimer and Ormonde Road sites bonfires are restricted to Wednesdays and Saturdays. Bonfires at Gipsy Lane are not allowed in June, July and August. Non-garden waste must not be burnt.
 - (j) The Tenant shall not use barbed wire for a fence adjoining any path set by the Council for use of the occupiers of the Allotment Garden.
 - (k) Every Allotment Garden shall bear a plot number, allocated by the Town Clerk, and every tenant shall be responsible for displaying this number in a prominent position on the plot.
 - (l) The Tenant shall inform the Council immediately of any change of address.

- (m) The use of hosepipes on the Allotment Garden is not permitted except to fill water butts and other receptacles.
- (n) Access to the allotment site is via padlocked gates.
- (o) To suppress weed growth the Tenant may use heavy duty plastic sheeting to cover some or all the plot and no other material whatsoever. The use of carpets is specifically precluded on health grounds. The costs of removing any material other than plastic sheeting will be borne by the Tenant.
- (p) The Tenant must use the Allotment Garden as an Allotment Garden only and for no other purpose. All produce grown on the plot is for the personal consumption of the Tenant and his/her family. It must not be sold for commercial gain.
- (q) At the end of the tenancy the Tenant shall remove all plants from the Allotment Garden. The Tenant shall also remove all gardening implements, machinery, tools, containers, and refuse. Any costs borne by the Council in clearing an Allotment Garden at the end of a tenancy shall be back charged to the Tenant.
- (r) The Tenant must always during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial, or other byelaws, and orders of regulations affecting the Allotment Garden.
- (s) The Tenant must not bring any dog onto the Allotment Garden, or cause one to be brought in, unless the dog is held on a leash.
- (t) If the Tenant is using a container, barrel, receptacle or similar to store water in, this container must be covered with a lid when not in use, if the container etc stands less than one metre in height from the ground.
- (u) When using any sprays or fertilisers, the Tenant must:
 - take all reasonable care to ensure that adjoining hedges, trees and crops
 - (i) are not adversely affected, and must make good or replant as necessary should damage occur, and
 - (ii) as far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - (iii) always comply with current regulations.
- (v) The Tenant must not erect any notice or advertisement on the Allotment Garden.
- (w) The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment Garden to any person, other than the Tenant or a member of his family, unless accompanied by the Tenant or a member of his family.
- (x) The Tenant must yield up the Allotment Garden at the determination of the tenancy created by this agreement in such condition as shall be following the agreements contained in this agreement.
- (y) The Tenant must observe and perform any special conditions the Council considers necessary to preserve the Allotment Garden from deterioration of which notice is given to the Tenant in accordance with the notice provisions

of this Agreement.

- (z) The Tenant must obtain the permission of the Council before planting a tree on the Allotment Garden. All such trees must be dwarf varieties.
- (aa) The Tenant must not bring any asbestos containing material onto the allotments site for any reason whatsoever. If the Tenant thinks that any structure, equipment, or item on or near the Allotment Garden may contain asbestos, the Council must be notified immediately.
- (bb) From 1st October 2022 there is a presumption that all Council allotment sites have or will have working beehives on them. Contact the Council for more information.

The Tenancy shall be determined on the death of the Tenant and may also be determined:

- 2. (a) by the Council or by the Tenant by twelve months' notice in writing expiring on or before the sixth day of April or on or after the twenty ninth day on September in any year.
- (b) by re-entry 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 building, mining, or any industrial purpose or for roads or sewers necessary in connection with any of those purposes or under the provisions of Section 1 (1) (c) and (d) of the Allotment Act, 1922 and 1950.
- (c) by re-entry by the Council at any time after giving one months' notice in writing to the Tenant if: -
 - (i) the rent is in arrears whether lawfully demanded or not for not less than forty days or
 - (ii) it appears to the Council that the Tenant not less than three months after commencement of the tenancy has not duly observed the conditions contained in or endorsed on this Agreement or (iii) is bankrupt or compounds with his creditors.
- (d) by re-entry by the Council at any time after giving twenty-four months previous notice in writing to the Tenant if the Council deems the waiting list for allotment plots to be long enough to warrant any Tenant renting two plots to relinquish one of them. This will normally be if a prospective tenant on the waiting list can expect to wait longer than thirty months to be offered a plot.

Charging and Refund Policy (with effect from 8th January 2008)

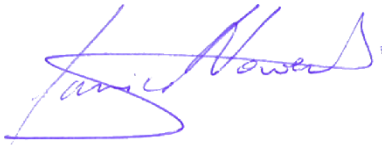
- 1. (a) Should a Tenant be allocated an Allotment Garden within the first three months of the new tenancy year (which commences 1st November) full year's rent will be invoiced. Any plot allocated after 1st February will be invoiced on a pro rata basis.
- (b) No refund of allotment fees will be made should a Tenant be served a Notice to Quit letter by the Town Clerk on behalf of the Council.
- (c) No refund of allotment fees will be made should a Tenant voluntarily relinquish a plot unless it is within the first three months of their

tenancy

agreement. The refund would then be on a pro rata basis.

4. Any notice required to be given by the Council to the Tenant may be given by sending a written notice by post signed by the Town Clerk addressed to the Tenant at his last known address, or by affixing the same in some conspicuous manner on the Allotment Garden. A notice sent by post shall be deemed to be given at the time when at the proper time of post, it would be delivered at the address to which it is sent.
5.
 - a) The Town Clerk is empowered to serve warnings and Notices to Quit for and on behalf of the Council.
 - b) If a Tenant is not satisfied with the Notice to Quit, s/he can apply in writing within 7 days of the receipt of such a Notice, for the matter to be remitted to the Amenities Committee, which will be the final arbiter.

Signed on behalf of Wokingham Town Council



.....
(Mrs J Nowecki, Town Clerk)

Date.....22.09/2022

Signature of Tenant

..... **Date**

Name:

Address:

Mobile Telephone:

Home Telephone:

Email:

Signature of Witness

..... **Date**

Name:

Address:

Mobile Telephone:

Home Telephone:

Email:

Wokingham Town Council will only process (i.e. collect and store) your personal data in a manner that is compatible with current data protection legislation. This means that we will always strive to ensure that we handle your personal data fairly and lawfully with justification. For more details please refer to our privacy policy at:
<http://www.wokingham-tc.gov.uk/council/privacy-policy>