

Harwell Parish Council

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN – approved July 2021

THIS AGREEMENT made on the _____ day of _____ between Harwell Parish Council ('the Council') and

('the Tenant') of

(address) by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Garden situated at The Allotments, Green Road, Harwell and referenced as plot _____ in the Council's Allotment Register ('the Allotment Garden').
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the 28th day of September and thereafter from year to year unless determined in accordance with the terms of this Tenancy.
3. The Tenant shall pay a yearly rent whether demanded or not which shall be payable in full on the 28th day of September and for every year after the first year of the Tenancy on the 28th day of September.
4. The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by him/her and his/her family.
5. The Tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.
6. The Tenant shall reside within Harwell during the Tenancy.
7. **During the Tenancy, the Tenant shall:**
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade. Cockerels and breeding of animals within the allotment area is not allowed. The tenant will be responsible for ensuring steps are taken to deter rats and other vermin.
 - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent, except that the Tenant may be accompanied by a dog, which must be on a lead except when within the plot.
 - e) not assign the Tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) maintain and keep in repair the internal fences and gates forming part of the Allotment Garden;
 - g) not plant any tree, shrub, hedge or bush other than dwarf fruiting trees and fruiting bushes without first obtaining the Council's permission;
 - h) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's consent;
 - i) 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 the attached risk assessment and observe the Actions/Instructions.
 - j) permit an inspection of the Allotment Garden at all reasonable times by the Council;
 - k) 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;
 - l) Not store or keep any goods, vehicles, trailers or equipment on the allotment garden not applicable to its upkeep.
 - m) Compost suitable material where possible, and not dump rubbish in any part of the allotment area.

- n) Approach the allotments site in a considerate manner, being mindful of the residents of Green Road.
- o) 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.

8. 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.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. 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.

11. The Tenancy may be terminated by the Council by service of one month's 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.

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. 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.....

Tenant.....Date.....

For office use:

Rent due for part year:

Key deposit due:

Key number:

ALLOTMENT RISK ASSESSMENT

RISK	LEVEL	COMMENT	ACTIONS/INSTRUCTIONS TO MINIMISE RISK
1) Machinery			
To user	Medium	Operating machinery carries a medium level of risk unless the appropriate safety equipment is worn and the machinery is operated correctly. Injuries to hands, feet and face need to be guarded against.	Instructions for the use of machinery lie with the owner/operator. It is a requirement that Plot holders wear the recommended safety equipment when operating machinery (irrespective of the owner).
To other plot holders & visitors	Low	When strimmers and mowing machines are being used on an adjacent plot, stones and other flying objects can cause injuries to the face.	The instructions for these items of equipment make particular reference to the dangers. It is the responsibility of the operator to take due care.
To children	High	Children can act unpredictably exposing themselves to risk from machinery.	It is the responsibility of the Plot holder to ensure that children are supervised. When young children are present on a plot, cultivators or strimmers should only be used where there are two adults – one operating, one supervising. No children to operate machinery under any circumstances.
2) Weed-killers & Pesticides			
To user	Low	There is a risk if chemicals are not used in accordance with the manufacturer's instructions.	All chemicals should be used, and sprayers etc. rinsed after use, in accordance with the manufacturers' instructions. If chemicals are held on a Tenant's plot they should be stored securely and clearly identifiable.
To other ploholders & visitors	Negligible		
To children	Medium	Children can act unpredictably exposing themselves to risk from chemicals.	It is the responsibility of the Plotholder to ensure that children are supervised.
3) Garden Tools & Equipment			
To user	Low	Low Injuries to hands and feet if equipment is not used correctly	Garden tools and equipment should be used correctly and appropriate gloves & footwear worn as necessary.
To other ploholders & visitors	Negligible		Garden tools and equipment should not be left on common paths or left available for others to use.

To children	Medium	Children can act unpredictably exposing themselves to risk from garden tools & equipment	It is the responsibility of the Plotholder to ensure that children are supervised
4) Overhanging branches	Low	Overhanging branches can cause injuries to Plotholders, visitors and children.	Low hanging and dangerous branches should be reported so that appropriate action may be taken
5) Trip hazards	Low	Poorly maintained paths and entrances can present a trip hazard to Plotholders, visitors and children	It is the responsibility of the Tenants' Association to maintain internal paths
6) Ponds & water butts/baths	Low	Ponds & water butts/baths can be a hazard to young children	It is the responsibility of the Plotholder to ensure that children are supervised
7) Bonfires	Low	There is an inherent danger in a bonfire spreading if unattended	It is the responsibility of the Plotholder to conform to the rules covering bonfires – see VWHDC advice at http://www.whitehorsedc.gov.uk/services-and-advice/environment-and-neighbourhood-issues/report-problem-noise-and-nuisance/bonfires-
To other Plotholders & Visitors	Negligible		
To Children	Medium	Children can act unpredictably exposing themselves to risk from bonfires	It is the responsibility of the Plotholder to ensure that children are supervised
8) General hazards (Including seeds, berries, pathogens from compost heaps and manure)	Negligible		It is the responsibility of the Plotholder to ensure that children are supervised and normal hygiene is observed
9) Rats	Medium	Rats can carry Weil's disease. Although this is rare it is a serious disease	The presence of rats should be reported to the VWHDC Environmental Health Department. Where rat poison has been laid down, notices are to be displayed to inform other Plotholders
10) Other hazards	Medium	Wasp nests, unsuitable material used on plots	Please ensure that if any hazards or potential problems can or could be identified, that a member of the Tenants' Association and/or the parish clerk is informed so that appropriate action can be implemented

VWHDC Environmental Health: env.health@southandvale.gov.uk

Parish Clerk: clerk@harwellparish.co.uk