

Allotment Tenancy Agreement

1. Parties to the agreement

1.1 The Agreement is between:

Civic Offices,
Bridge Street,
Reading. RG1 2LU

and

The Tenant of an Allotment Garden Plot under Reading Borough Council management.

2. Agreement

WHEREBY IT IS AGREED as follows:

2.1 This Agreement is to let an Allotment Plot, whereby the Tenant agrees to take the tenancy under the terms of this agreement.

2.2 The details of the:

- Plot holder's name.
- Allotment site.
- Plot number.
- Approximate plot size.

are contained within the annual fee invoice documentation, sent under separate cover.

2.3 The Tenancy Fee for the specific Allotment plot is on a yearly tenancy from 1st April, as per the invoice documentation.

2.4 The Council agrees to let, and the Tenant agrees to hire as Tenant from 1st of April to the following 31st of March, and thereafter year to year, as determined in accordance with the provisions of this agreement.

2.5 The allotment plot details are kept in the Allotment Register kept by the Council.

2.6 One allotment plot is permitted per household. Where a tenant holds more than one plot prior to the commencement of this Agreement, they may continue to occupy such plots until the termination of their tenancy.

3. Tenancy Fees

- 3.1 A yearly Fee (the “Tenancy Fee”) is payable in advance on the first day of April in each year, this may include additional fees such as shed rental and rotovating fees, where requested and appropriate.
- 3.2 A proportionate Tenancy Fee may apply for part of the year occupancy of the plot and be charged as appropriate, (unless waived by the Council for any reason, such waiver to be the absolute discretion of the Council).
- 3.3 The Tenant will pay the Tenancy Fee in advance on the 1st of April in each year. The yearly Tenancy Fee, as detailed above, is subject to a reasonable annual increase to be determined by the Council and notified to the Tenant, giving 12 months’ notice.
- 3.4 The Tenant must pay the requested allotment Tenancy Fee within 30 days of receiving the invoice. Non-payment by the end of the 30-day period, a final demand will be issued. The final demand will require payment within a further 30 days of notice. If not forthcoming, the Council will issue a Notice to Quit and Termination Letter together with a Notice to Remove requiring the Tenant to remove any personal items from the plot within 14 days.
- 3.5 Failure to make an appropriate payment, may eventually result in the termination of the Tenancy Agreement.
- 3.6 The Tenant shall observe and perform any other special conditions or rules, which the Council considers necessary to preserve the Site from deterioration and in respect of notice served on the Tenant.
- 3.7 It is hereby declared and agreed that any person not previously an allotment tenant of the Council and for the first time acquiring a tenancy of an allotment from the Council, shall pay on the commencement of the tenancy created by this agreement, a reasonable fee which is to be such as set by the Council’s Housing, Neighbourhood and Leisure Committee (or such other body possessing the authority to determine such fee) from time to time prescribes.
- 3.8 The Council reserves the right to re-grade or re-classify any of its allotment sites, thereby varying the Tenancy Fee for the allotment gardens at that site but shall not do so without first giving 12 months’ notice of its intention to affected tenants.
- 3.9 If a Tenant is struggling to pay their Tenancy Fee, please contact Reading Allotment prior to or within 30 days of receiving the invoice.

Email: Allotments.Reading@reading.gov.uk

Post: Reading Allotments,
Reading Borough Council,
Civic Offices,
Bridge Street,
Reading. RG1 2LU

4. Restrictions related to an Allotment Plot

- 4.1 The definition of an 'Allotment Garden' in reference to a Council allotment plot as determined in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly.
- 4.2 The Tenant shall not underlet assign or part with possession of the Plot or any part of it.
- 4.3 Where two or more individuals or community groups are tenants of an allotment plot, they shall be jointly and separately liable for their obligations under the terms and conditions of this agreement. The Council may act against, or release or compromise the liability of, any one or more of the persons or groups comprising the tenant without affecting the liability of the other such persons or groups.
- 4.4 The Tenant shall provide and display the plot number as allocated by the Council's Allotment Officer or Reading Allotments Team, in a prominent position on the Plot.
- 4.5 It is not permissible to removal of any item from a vacant plot. Items include such as sheds, greenhouses, poly-tunnels, plants, or crops unless given permission in writing by Reading Allotments. The Council will not accept verbal or written permission from the previous plot holder.
- 4.6 It is not acceptable to use any abusive or threatening behaviour whether on site or social media, be it physical or verbal. This includes any discriminatory comments based on race, sex, gender, sexual orientation, religion, or any other protected characteristics. Breaches of this clause could lead to termination of the agreement at the council's sole discretion.
- 4.7 RBC does not run any allotment related social media sites and has no access to or control over private groups run by plot holders.
- 4.8 The Tenant must not carry or use a firearm or the use of snares, for catching wildlife, at any time on an allotment site, regarded as breach of tenancy with immediate termination of this agreement.

5. Cultivation and Care of the Allotment Plot

- 5.1 The Tenant must not cause a nuisance to other plot holders or neighbouring properties - nuisance could include bad or racist language, getting drunk, playing loud music, inconsiderate bonfires, or inappropriate posts on social media.
- 5.2 The Tenant shall use the Plot to produce vegetables and/or fruit crops for personal consumption, or growing of flowers, but not for any trade or business practice.
- 5.3 Cultivation and crops must account for a minimum of 60 per cent of the plot. This area includes open ground and raised beds used for crops, as well sheds,

greenhouses, poly-tunnels, managed compost heaps, fruit bushes and trees, and areas used for bee hives.

- 5.4 Up to 40 per cent of the plot area may be used for other non-cropped uses. This area includes well maintained paths, lawns, ponds, and ornamental planting.
- 5.5 The Tenant shall always maintain the Plot in a good condition, free from weeds and in a proper state of cultivation. Failure to maintain the plot in an appropriate cultivated condition, may result in the termination of the tenancy.
- 5.6 The Tenant shall keep paths adjacent to the plot mown, clean and free from obstruction.
- 5.7 Plots not maintained to an acceptable standard will be issued a Notice to Improve. Tenants who fail to comply by bringing their plot up to the required standard, will then receive a Notice to Quit and Termination of tenancy.
- 5.8 The Tenant must not plant, or allow to grow, any new hedges around the Plot, or use barbed or razor wire or the like for any purpose.
- 5.9 The Tenant must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop. The Tenants must not plant fruit trees and bushes within one metre of, nor hang over or encroach upon roads, paths, fences, or neighbouring allotment plots. The Tenant should prune fruit trees and bushes annually, so their height does not exceed three metres. Fruit trees should be of dwarf variety, in espalier or fan form. Where a tenant is taking on a plot which includes a pre-existing tree, the tenant takes responsibility to maintain it.
- 5.10 Should a plot have an existing tree not complying with section 5.9 and deemed a nuisance or annoyance to adjacent plots or neighbouring residents, at an appropriate time, the Tenant should reduce the tree to the requirements of section 5.9. or remove the tree all together.
- 5.11 The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees except the proper annual pruning of fruit trees or bushes on the Plot.
- 5.12 The Tenant shall keep every hedge that forms a part of the Plot boundary cut and trimmed, keep all existing ditches properly cleansed and keep in good repair any other fence and any gate on the Plot.
- 5.13 The Tenant may use a membrane however, the Tenant should restrict this to no longer than 6 months if part of the cultivation enhancement (for example, under fruit bushes).
- 5.14 The Tenant shall not use, install, or bring on site, any items not directly used for the cultivation of the allotment plot.

Items not allowed include (but is not restricted to):

- Items that potentially may contain Asbestos.
- Tyres.
- Rubber or Foamed backed Carpets.
- Untreated woodchip and bark mulch.

- Bathtubs.
 - Excess quantities of Patio slabs.
 - Excess quantities of Bricks.
 - Excess timber.
 - Concrete.
 - Aggregates or stone.
- 5.15 Should a plot have existing material not complying with section 5.14, the Tenant should remove the items at an appropriate time or when the plot tenancy is terminated. Materials will be removed at the Tenants expense.
- 5.16 Tenants bringing prohibited items on to an allotment plot will receive a Notice to Remove. Failure to comply with the Notice to Remove will then be issued a Notice to Quit and Termination of tenancy.
- 5.17 The Tenant shall not take or sell or carry away any mineral, gravel, sand, or clay or permit any other person to do so.
- 5.18 The Tenant shall not dig or permit any pits, shafts, wells, or new ditches. One small pond, not covering more than 10% of the area of the Plot and use for the efficient use of rainwater and to increase biodiversity is acceptable.
- 5.19 The Tenant shall not import, store, or allow on the Site any materials not intended for the lawful use of the Plot as an allotment garden, or which are likely to cause environmental damage or adversely affect the horticultural quality of the Site.
- 5.20 The Tenant may use a hosepipe for plant watering subject to water company regulations, recommendations, and guidance. Hoses must be handheld and not left unattended when water flows through them. It is not acceptable to use Sprinklers, irrigations systems and the like, when attached to the mains water.

6. Plot Waste

- 6.1 The Council will **not** remove any waste materials from any Allotment site.
- 6.2 Vegetable or other materials from an allotment does not fall within the definition of household waste of the Environment Protection Act 1990, and therefore RBC are under no obligation to remove or dispose of such materials.
- 6.3 The Tenant shall remove waste materials from the Plot and dispose of it in a lawful manner. All waste removal will be at the Tenants own cost. The Tenant may request waste removal by the Council, actioned after confirmation by the Tenant to pay the quoted expense.
- 6.4 The Tenant must not deposit any refuse or other material of any kind on any communal land, roads, paths, lay-bys or anywhere on car-parking areas, or in watercourses.
- 6.5 Tenants should compost disease-free organic waste on the Plot, or in a dedicated communal composting bay, if provided.
- 6.6 During the period 1st October to 31st March, the Tenant may burn dry organic materials (but no other materials nor waste whatsoever) on the Plot provided

that the Tenant remains in attendance throughout the duration of their fire and the Tenant must extinguish the fire before leaving the Site. The Tenant must not cause a nuisance or pollution and must not allow smoke or smuts to encroach on any highway or neighbouring properties.

7. Structures & Paths

- 7.1 The Tenant shall not erect any building, shed or other structure on the allotment without written consent of the Council. Any shed, poly-tunnel or green house is to be of a recognised construction of a maximum permissible size of 1.8m x 2.4m x 2.0m high (6ft x 8ft x 6ft 6" high) and positioned within the Plot boundary.
- 7.2 Should a plot have an existing structure not complying with section 7.1, the Tenant should resolve the issue at an appropriate time when the structure falls into disrepair or replaced.
- 7.3 The Tenant shall not use the plot nor any building, shed etc. lawfully erected thereon for the storage of any goods, chattels, or supplies other than those used directly in the cultivation and maintenance of the Plot and (but without prejudice to the generality of the foregoing words) the Tenant shall not store any motor vehicle on the Plot.
- 7.4 Sheds, Greenhouses, and poly-tunnels must not obstruct access to the allotment site boundary or pathways and should include rainwater harvesting to provide sustainable water use. Storage of other materials must also not obstruct access allotment site boundary or pathways.
- 7.5 The Tenant may create paths within the Plot, providing these areas are only from organic materials. Tenants should not use concrete or cement in the construction of paths and hard standings.
- 7.6 With written consent from the Council's Allotment Team, Tenants can install certain items of children's play equipment, such as well-maintained and in good repair small swings and trampolines. This does not include Paddling pools and bulky play equipment, including large trampolines and swings.

8. Care of the Site and toward Other Tenants, Neighbours, and the Council.

- 8.1 The Tenant must lock gates after entering or leaving the Site. The Tenant must plan to meet personally at the entrance of the Site, any persons visiting them or vehicles making deliveries and to ensure that the entrance is securely locked before and after. The Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family or household to the allotment unless accompanied by the Tenant or a member of their family.
- 8.2 The Tenant shall return to the Council at the end of the tenancy all gate and other keys provided by the Council or Allotment Society (where one exists). All keys and locks remain the property of the Council.
- 8.3 Tenants should initially report to their Site Liaison Representative any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause. Tenants may report such incidents to the allotment service if they cannot contact their site liaison representative.
- 8.4 The Tenant must keep dogs under close control, on a lead, while on the Site. They must not allow dogs to foul or cause damage to any allotment plot on the Site.
- 8.5 The Tenant shall not do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to the Allotment Society (where one exists), to other Tenants or to the owners or occupiers of other property in the neighbourhood.
- 8.6 The Tenant shall not encroach or trespass, or allow others to trespass, upon another Tenant's allotment or encroach onto any path, road, or communal space at the Site.
- 8.7 The Tenant shall not cause, any damage to or theft of any property, including crops, belonging to other persons.
- 8.8 The Tenant shall only park on Site when in attendance on the Site and shall not park any motor vehicle or wheeled vehicle on any allotment or on any part of the Site except in areas designated by the Council for parking.
- 8.9 The Tenant shall not interfere in any way with any material, plant, equipment, building, or installation owned by the Council.
- 8.10 The Council reserves the right to exclude from the Site without notice, any Tenant or other person who is accused of gross misconduct such as (a) causing serious damage to any allotment or to the crops on the Site or to any communal area or (b) while on the Site, damaging or stealing the property of any other person or of the Allotment Society (where one exists) or (c) assaulting or threatening any person on the Site. or (d) any other behaviour in the opinion of the Council that may consider to be anti-social or criminal in nature.

- 8.11 The Tenant shall cooperate as far as reasonably possible with the Council, its officers, and with the Allotment Society (where one exists) in ensuring the efficient, effective, and harmonious running of the Site.
- 8.12 The Tenant shall inform the Council immediately of any change in their address or contact details.
- 8.13 The Council is not responsible for any loss, theft, damage or injury to any persons or property on the Site, and all persons who enter the Site do so at their own risk.
- 8.14 The Council's Allotment Officer will endeavour to resolve any dispute between Tenants. In the event a Tenant is not satisfied with the Allotment Officer's determination of a dispute, he or she can appeal to the Council's Neighbourhood Service Manager, whose decision in the matter shall be final and conclusive.
- 8.15 Any Member or Officer of the Council shall, at any time when authorised by the Council, enter, and inspect the Plot.

9. Chickens and Bees

- 9.1 Tenant should not keep livestock on allotments, with the exception at Bulmershe and Scours Lane Allotments, where Tenants may keep chickens/ducks, but only with prior written consent of the Council and subject to the following special conditions:

- The numbers of chickens/ducks must be manageable.
- The livestock are well and humanely managed.
- They do not cause any danger, nuisance, interference, disturbance, or annoyance to Tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders.

The Council has sole discretion to decide that keeping livestock on the site would be prejudicial to health or a nuisance and if deemed necessary will suspend permission to keep chickens/ducks on site without appeal.

- 9.2 Tenants may keep Bees only with prior written consent of the Council and satisfaction of the Council that the Tenant-beekeeper is suitably qualified to care properly for them to a proficient level of competence. To this end, the following special conditions apply:

- The beekeeper should have undertaken a recognised course, to the satisfaction of the Council covering both theoretical and practical firsthand training.
- The beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages.
- Any bees brought onto the Site should be of good temperament and kept that way.

- That the Tenant displays their contact details on the Plot in case of emergency.

10. Termination of the Tenancy

- 10.1 The Tenant must return the allotment at the expiration or termination of the tenancy in such condition as shall follow the terms and conditions contained in this agreement.
- 10.2 The Council or the Tenant may at any time terminate a tenancy by giving twelve months' notice in writing to the other expiring on or before 6th April or on or after 29th September in any year except that the Allotment Society (where one exists) or the Council may at its discretion accept from the Tenant a lesser period of notice expiring at any time.
- 10.3 In the event of the death of the Tenant, the tenancy shall terminate 3 months after notice of death or sooner by agreement with the Tenant's family and the Allotment Society (where one exists) or the Council.
- 10.4 The spouse or civil partner of the named Tenant may on the death of the named tenant succeed the Allotment tenancy on application to the Council.
- 10.5 If it appears to the Council that the Tenant has not observed the tenant's obligations and conditions contained in this agreement, not less than three months after the commencement of the tenancy created by this agreement, the tenancy will be terminated.
- 10.6 The Council shall have the right immediately to re-enter and take possession of the Plot and to terminate the tenancy created by this agreement at any time when:
- The Tenancy Fee is in arrears (section 3.4).
 - The Tenant is in breach of any of the conditions above imposed on the Tenant by this agreement.
 - On the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.
- 10.7 The Tenant shall not later than the termination of the tenancy, remove or cause to remove, at the request or the direction of the Council's Allotment Officer or any other responsible Officer of the Council all sheds, buildings, materials situated on the Plot. The Tenant irrevocably appoints the Council to be the Tenant's agent to store or dispose of any such items if the Tenant refuses or fails to remove the said items. The Tenant must indemnify the Council in respect of any claim made by a third party in relation to that storage or disposal. The costs of such storage or disposal shall be payable by the Tenant to the Council. This clause's provisions shall not affect any statutory right of compensation which may arise in favour of the Tenant in respect of any Plot improvements.
- 10.8 If you believe a decision made in relation to your case is incorrect or unfair, you have the right of appeal. Appeals must be submitted in writing to Allotments.Reading@reading.gov.uk within 14 days of the date of your termination letter, stating the specific grounds for your appeal and any

supporting evidence. Your appeal will be reviewed by the Neighbourhood Services Manager, whose decision in the matter shall be final and conclusive.

11. Letters and Notices

- 11.1 Any letter or notice required to be served on the Tenant under this agreement must be served by hand, by pre-paid post, or by email on the Tenant at their address as entered in the Allotment Register, or failing that, by fixing the same in some conspicuous manner on the Plot. the Council will serve any notice upon the tenant at their last known place of abode in the borough.
- 11.2 The Council will serve Notices directed to all Tenants by posting them prominently on the Site notice board or similar display space or by including them in any newsletter or journal distributed by the Allotment Society (where one exists) or by the Council to all its members/plot holders.
- 11.3 The Council will only receive Notices directed to them by hand or by pre-paid post and addressed to:

Reading Allotments,
Reading Borough Council,
19 Bennet Road,
Reading. RG2 0QX

or e-mailed to:

Allotments.Reading@reading.gov.uk.

12. General Data Protection Regulations

- 12.1 The Council retain Tenants' contact details, allotment history and other information relevant to their tenancy and membership of an Allotment Society, on a secure computer drive or cloud. The Council only use this information for management and administration of Allotments. The Council will not disclose information to third parties unless the Council required to do so by law or in compliance with its legal obligations. The Tenant may inspect the information held by the Council about him/her/them on request. For more information, please contact the Information Commissioner's Office: <https://ico.org.uk>.

Signed:



Acting for and on behalf of the Council