

THIS AGREEMENT made the _____ day of _____ 20____
BETWEEN MARCHAM PARISH COUNCIL c/o 90 Howard Cornish Road Marcham in the
County of Oxford (hereinafter called the Council) and _____ Marcham, Abingdon,
Oxon. in the County of Oxford (hereinafter called the Tenant) by which it is agreed that:-

1. The Council shall LET to the Tenant for him/her to hold as Tenant from year to year the Allotment Garden being part of the Allotments provided by the Council at Cow Lane, Marcham and numbered _____ in the Council's Allotment Register.
2. The Tenant shall pay a yearly rent of £26 in arrears, in two equal instalments within 14 days after the 25th day of March and the 29th day of September in each year, and the first such payment shall be due on the 29th day of September after the commencement of the tenancy. The tenancy will include a share of the expenses of providing a water supply on the allotments as determined annually by the Council.
3. The tenant shall pay a deposit of £50 upon signing this agreement. This deposit will be refunded at the end of the tenancy if the allotment is handed back in a good, clean state and, if issued, the gate key for Cow Lane, is returned.
4. Combination padlocks will be fitted to the entrance gates at Sheepstead Road, and the gate on the Eastern side off the footpath between Cow Lane and Howard Cornish Road. The combination number for these locks will be released upon signature of the tenancy agreement. These gates, and the main entrance at Cow Lane, **must be kept locked at ALL times.**
5. The tenancy may be terminated by either party to the Agreement serving on the other not less than twelve month's written notice to quit expiring on or before the 6th day of April or on or after the 29th September in any year.
6. The tenancy may also be determined by one month's notice in writing given by the Council under Section 30 of the Small Holdings and Allotments Act 1908.
 - a) if the rent is in arrears for not less than 40 days or
 - b) if the Council is satisfied that, not less than three months after the commencement of the tenancy:- the Tenant is not keeping the allotment clean and in a good state of cultivation and fertility and in good condition or if the Tenant has failed to comply within a reasonable time with any notice in writing by the Council served on the Tenant requiring him/ her to remedy any breach of or failure to comply with the rules.
7. The tenant shall reside within the parish of Marcham during the continuance of the tenancy.
8. The tenancy of an allotment shall determine on the half-yearly rent day next after the death of a tenant. In extenuating circumstances the Council may permit a change of name on the Agreement. Should there be a need for a change of name on the tenancy, a request should be made to the Council.
9. This agreement is in a sole name, however access to the site will be permissible for immediate relatives and close friends/house-share, if assistance is required. In these cases the

named plot holder must be present on site at least 50% of the time. The tenant is required to make sure the Clerk has the contact details of whoever is helping. There is a maximum of 3 adult named helpers.

10. RULES FOR THE TENANT

The Tenant shall during the tenancy carry out the following obligations:

- a) The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated.
- b) No nuisance or annoyance shall be caused by the Tenant to any tenant of any other part of the Allotment provided by the Council
- c) No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the Tenant's own domestic consumption
- d) Tenants will be permitted to take their own dogs onto the site, providing it is within the confines of the tenant's plot and kept on a lead at all times. No other dogs shall be brought into or kept in the area of the Allotments
- e) The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Gardens.
- f) The tenant shall be permitted to erect a greenhouse, without glass, or a shed, without glass on a non-permanent base up to the size of 6 feet x 4 feet. Express consent from the Council will be required for larger, or more permanent, structures. No glass will be permitted on the site.
- g) The Tenant shall not erect any building or other permanent structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council.
- h) The Tenant shall maintain in decent order all fences and ditches (if any) bordering the Allotment Garden and shall keep in decent order all hedges (if any) forming any boundary of the Allotment Garden.
- i) The Tenant shall not without first obtaining the written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.
- j) The Tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself/herself and his/her family.
- k) The Tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
- l) The Tenant shall not obstruct or permit the obstruction of any of the paths or access roads on the Allotments set out for the use of the Tenants of the Allotment Gardens.
- m) The Tenant shall not dig up the paths between the allotment plots.
- n) The Tenant shall not fly tip any materials, including car tyres, asbestos, old cupboards or household goods, arisings or rubbish from the allotment plot, or bring in **any** materials from off site, to the plot or elsewhere on the allotment site, including onto vacant plots, footpaths and accessways. However, carpet used purely for smothering weeds, is permitted providing it is removed at the end of the tenancy.
- o) The Tenant shall not bring in rubbish for burning or storage on site.
- p) The Tenant shall not permit the plot to be used as a children's playground or bring in items contrary to the purpose of the allotment e.g. children's play equipment such as paddling pools, wendy houses, slides, trampolines etc.

- q) The Tenant shall not keep bees on the plot.
- r) The Tenant shall not sub-let the plot, nor inform others that they are able to take on their plot when given up. All plots will be offered in strict waiting order.
- s) The Tenant will ensure that the plot number of the plot is clearly displayed and visible.

11. RULES FOR THE PARISH COUNCIL

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

12. The Council retains the sole right of shooting and taking the game on the said Allotment, and no traps or wires must be set thereon by the Tenant for the purpose of taking game.

13. If the Tenant shall have been in breach of any of the foregoing provisions of this Agreement for a period of three months or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but 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.

14. On termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but if the Tenant shall before claiming any compensation from the Council give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.

15. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of the Agreement.

Signed
Tenant