

**REEPHAM TOWN COUNCIL  
ALLOTMENT TENANCY AGREEMENT**

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 20 *[complete]* between Reepham Town Council of Town Hall, Church Street, Reepham, NR10 4JW ('the Council') and *[insert full name of tenant]* of *[insert tenant's address]* ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Plot situated at Fiddlers Field/ Stony Lane / Norwich Road *[delete as appropriate and insert full postal address]* and referenced as plot (*insert plot number*) in the Council's Allotment Register.
2. The Council shall let the Allotment Plot to the tenant for a term of one year commencing on the *[insert date]* day of *[insert month]* 20*[complete]* and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable in full on the 1st day of April every year. The rent currently in force will be subject to annual review by the council. Any changes to be notified in February to take effect on 1st April the following year. The Council agrees that a Tenant who signs this agreement, is up to date with rent payment and observes the following conditions may peacefully use and enjoy the Allotment Plot without interruption by the Council.
4. The tenant shall use the Allotment Plot as an allotment or leisure plot, i.e. wholly or mainly for the production of vegetables, fruit and flowers for the consumption or enjoyment by the tenant, their friends and family.
5. The tenant shall not use the Allotment Plot as a business for profit, however a small amount of surplus produce (veg, fruit or flowers) may be sold.
6. The tenant shall reside within Reepham Parish during the tenancy (unless prior permission has been granted to non-residents). The tenant must notify the Council if they move out of Reepham during the period of the tenancy.
7. During the tenancy, the tenant shall :
  - a) keep the allotment reasonably free from weeds, properly cultivated, (allowing for seasonal variation) and in a good state of fertility all year round. 'Properly cultivated' means that although the state of cultivation may vary by season there is evidence that the plot is, or has recently been, used for the growth of crops. If an area is to be left fallow it should be kept reasonably free of weeds by either cultivation, the use of a cover crop or the use of weed matting / polythene (not carpet or underlay);

- b) notify the Town Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness;
- c) Tenants shall keep no more than five chickens, including no cockerels.
- d) Chickens should not be kept for a business or trade.
- e) not bring any animals into any allotment plot, except for dogs on leads;
- f) not sublet or assign or part with possession of any part of the allotment plot.  
(Should the plot become too large to manage easily arrangements can be made to sub divide the plot and sign a new lease. It must be noted here that sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with you and on its surrender is offered to the next person on the waiting list.)
- g) not erect any building, except for buildings or structures, which are reasonably necessary and appropriate for the keeping of hens and rabbits referred to in (c) above. The tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Plot without first obtaining the Council's written consent. All buildings, structures greenhouses etc. should be kept in a good state of repair.
- h) maintain and keep in repair the fences and gates, which he or she, or a previous tenant of the plot, has erected, forming part of the Allotment Plot;
- i) not plant any tree, shrub, hedge or bush, with the exception of fruit bushes and fruit trees grafted on to a dwarfing root stock, without first obtaining the Council's written permission. (Permission will not normally be given for non-fruiting trees) All bushes, trees, shrubs etc. should be kept weed free and appropriately pruned. When the tenant gives up the tenancy he/she will remove all trees, bushes shrubs etc. unless otherwise agreed by the Council and the incoming tenant.
- j) not fence their Allotment Plot without first obtaining permission from the Council. No fence should contain barbed wire.
- k) (Where an Allotment Plot is fenced) keep the fence maintained in a reasonable state of repair by either
  - boundary hedges being properly cut or fences repaired by the tenant who erected them
  - informal agreement between adjacent tenants
  - formal agreement decided by the Council

Note: The maintenance of hedges that form both the boundary of an Allotment Plot and the allotment site will be agreed on a plot by plot basis by the Council.

- l) trim hedges insofar as they overhang or protrude on to the plot. Where hedges are rooted within the boundaries of the plot they should not exceed 2 metres in height. Hedges along the boundaries of the plot, but not growing on it, should be cut back to the boundary of the plot. Such hedges should be cut back up to a height at which they can be reached safely., Gates, sheds and pathways between plots should be kept in good, safe condition.

- m) not cut, lop or fell any tree with a trunk diameter exceeding 12cm growing on the Allotment Plot without first obtaining the Council's written consent
  - n) be responsible for ensuring that any person present in the Allotment Plot, with or without the tenant's permission, does not suffer personal injury due to negligence on the part of the tenant or by items left in a dangerous state by the tenant.
  - o) permit an inspection of the Allotment Plot at all reasonable times by Councillors, the Council's employees or agents;
  - p) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another tenant.
  - q) to provide, fix and maintain in good condition, in a conspicuous position on their plot, the plot number of the allotment plot.
  - r) not enter onto any other plot at any time without the express permission of the tenant
  - s) take full responsibility for the actions of children and others entering the site with their permission.
  - t) compost green waste on the Allotment Plot, where possible, to be used to enrich the soil of the plot. Compost should be kept in a propriety compost bin, a compound constructed of timber, netting or other suitable material or in a well-managed heap. This also applies to compost or manure brought onto the Allotment Plot from elsewhere.
  - u) dispose of rubbish appropriately. All refuse emanating from allotment cultivation that is not compostable must be disposed of offsite
    - The allotment plot must be kept clean and tidy, which means that the plot must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plants pots and other such containers that are no longer being used on the allotment.
    - The tenant must not deposit or allow other persons to deposit on the allotment plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).
    - Bonfires are permitted only for the burning of materials from the allotment site, i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. Fires must be attended at all times and fully extinguished before the tenant leaves the site. They must not cause a nuisance to neighbouring residents or tenants.
  - v) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Plot, for example by playing music or having the volume of a radio turned to a level which disturbs others.
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Plot including regulations for keeping chickens, bees and discouraging rats.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 40 days or;
  - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 6 & 7; or
  - c. the tenant lives outside Reepham Parish (Effective after 1<sup>st</sup> April 2021).
12. If the tenant shall have been in breach of any of the foregoing clauses, or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Plot and the tenancy shall thereupon terminate 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.
13. If this tenancy is breached the tenant will be sent a letter advising them of the breach. This letter requires the tenant to contact the Town Council to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. The Town Council will inspect the plot after 14 days to ensure that the breach is remedied. If within 14 days the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances, the Council will send through the post a second letter giving the tenant a further 14 days to remedy the breach of tenancy or advise the Town Council of any extenuating circumstances. If, within the further 14 day period the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances, the Council will automatically terminate the tenancy.
14. 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.
15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Plot unless the Council agrees otherwise, which shall be confirmed in writing to tenant. The Allotment Plot will be left in a clean / tidy state. The tenant must be available to meet the council for one final inspection if required. In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish

removed first, the Town Council will do the necessary work and reclaim the costs incurred from the tenant. Tenants will not be reimbursed for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.

17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Town Clerk. It is the tenant's responsibility to advise the Council of any change of address.
18. Reepham Town Council reserves the right to review and amend if necessary the forgoing rules and regulations at anytime

Signed by

.....  
The tenant

and

.....*[signature of the Council's Proper Officer]*  
*[insert name and job title in capital letters]*  
For and on behalf of Reepham Town Council

**General Data Protection Regulations**

**We need to advise you exactly concerning the information we will hold about you. We will hold your details on file (both electronically and a hard copy) for the duration of the tenancy. Any financial information will be held for 7 years for audit purposes. The information held has been provided by you.**

**We will always treat your personal information with great care. We will never share your information with anyone else without your permission. A copy of our general privacy notice and privacy statement can be found on our website: [www.reephamtowncouncil.org.uk](http://www.reephamtowncouncil.org.uk)**