



### TENANCY AGREEMENT AND TERMS AND CONDITIONS SUBJECT TO WHICH ALLOTMENTS ARE LET

1. With effect from XXXXXXXXX, the rent at Hampden Gardens Allotments, Thame shall be £0.22p per square metre per year.
  - a. Fees include \*water, insurance and membership to a recognised national allotment society.  
*\*Members are encouraged to conserve water.*
  - b. Tenancies shall run yearly from XXXXXXXX. Rent is due within three weeks of the date of letter advising any increase.
  - c. The Tenant must identify named helpers on their plot, an additional annual membership fee of £2.50 each will be charged for each helper to ensure appropriate insurance is in place.

Any tenant failing to pay their due rent within the first 3 weeks after taking the plot will be sent a letter detailing their failure to pay. Any tenant who fails to pay within 1 month of the issue of such letter will by default receive one month's notice to terminate the tenancy.

2. The Tenant shall have the right to terminate the tenancy by submitting three months' notice in writing to Thame Town Council at any time.
3. Thame Town Council shall have the right to terminate the Tenancy of any plot holder by giving twelve (12) months' notice. Before terminating the Tenancy the Council shall take into account any representations that the Tenant wishes to make.
4. Rent payable on the allotments is subject to annual review by Thame Town Council. Any proposed increases in rent will be relayed within the renewal of membership at the start of XXXXXX.
5. The maximum amount of land rented by a tenant(s) at any one time shall be a total of one plot 10m x 10m.
6. Thame Town Council will not be responsible for the payment of any compensation to the tenant for improvements to the plot.
7. The Tenant agrees to accept the following responsibilities, each of which is a condition subject to which the Tenancy is held.
8. The Tenant shall:
  - a. Keep their allotment clean, in a good state of cultivation and fertility and in general good condition throughout the year. Judging what is and isn't good condition shall be the responsibility of Thame Town Council.

- b. Not cause any nuisance or annoyance to the occupier of any allotment, or obstruct any path set out by Thame Town Council for the use of the occupiers of the allotment, or the Council's employees.
  - c. Not sublet, assign or part with possession of any part of the allotment, without the prior written consent of Thame Town Council
  - d. Not use barbed wire fencing anywhere on site.
  - e. Not erect any permanent structure without the prior written consent of Thame Town Council. Any temporary buildings, e.g. sheds, greenhouses, polytunnels are subject to permission being granted by Thame Town Council. Permission shall not be unfairly withheld by either party. The maximum size of such structures is 2.4m x 1.8m. If a greenhouse is erected, only polycarbonate sheets may be used – no glass is permitted. Netted structures up to 4m (l) x 2m x 2m are permitted and limited to one per plot.
  - f. Not remove, take or sell any mineral, gravel, sand or clay from the Allotments.
  - g. Not, without the prior written consent of Thame Town Council, plant any trees or crops, which require more than 12 months to mature.
  - h. Not water his/her plot using a hose pipe directly connected to the water supply point at the shed, but shall be permitted to use pipes to fill the water butts around the allotments. Thame Town Council actively encourages all Tenants to make as much use of rainwater as they can by utilising water butts or other water collection vessels to conserve water and using this as much as possible.
  - l. Ensure that any dog brought onto the Allotments will be kept on a lead at all times. It is an offence to allow your dog to foul on public land.
  - j. Not keep any animals, livestock or bees on the Allotments.
  - k. Not deposit any refuse (perishable or otherwise) on the allotments apart from manure and compost that enhance and enable growth.
  - l. Agree to keep the number to padlocks at the allotments private, ensuring the code is scrambled after use, allowing only allotment holders and Council employees access to the site.
  - m. Notify Thame Town Council of any permanent change of address.
  - n. The Tenant agrees that the use of any chemical substances approved by Thame Town Council on his Allotment shall be his sole responsibility and the Council shall not be liable for any damage or injury their misuse may cause. Thame Town Council will review the approved list of chemical substances annually.
  - o. No asbestos material shall be brought into the allotments under any circumstances.
9. The Tenant shall allow an Officer or Member of Thame Town Council, or any person that the Council has appointed as an agent, to enter the Allotments with the purpose of inspecting or maintaining the Council's property.
  10. Thame Town Council shall inspect the Allotments twice yearly. If a Tenant is in breach of any conditions of Tenancy, here within the agreement, the Tenant will receive notification in writing from the Council as Landlord. The Tenant will have 21 days to rectify the situation.

11. Thame Town Council will not be responsible for any property taken onto and/or left at the Allotments. It is the Tenants' collective responsibility to keep the site secure at all times.
12. The Tenancy shall cease on the death of the Tenant, but priority will be given, on application, by a husband, wife, civil partner, son or daughter, parent or any other immediate close relative. It may also cease in any of the following manners:
  - a. By Thame Town Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment being required for:
    - (i) any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision;
    - (ii) for building, mining or any other industrial purpose;
    - (iii) for any roads or sewers necessary in connection with any of those purposes.
  - b. By Thame Town Council at any time after giving one month's previous notice in writing to the Tenant;
    - (i) If the rent or any part thereof is in arrears for not less than one month – whether legally demanded or not.
    - (ii) If the Tenant shall become bankrupt or compound with his creditors.
    - (iii) If there has been a breach of the terms and conditions set out in this Tenancy Agreement on the part of the Tenant.
13. All Tenants must be at least 18 years of age and, unless otherwise agreed by Thame Town Council, a resident of Thame. Where there is a waiting list for plots, Hampden Gardens and Thame Park estate residents, (plus new housing development east of Thame Park Road) shall take precedence.
14. Any notice required to be given by Thame Town Council to the Tenant, and may be served on the Tenant either personally, or by leaving it at the Tenant's last known address, or by prepaid post addressed to the Tenant there, or by fixing the notice in a conspicuous manner on the Allotment.
15. Any notice required to be given by the Tenant to Thame Town Council, shall be sufficiently served if signed by the Tenant and sent by post to Thame Town Council, or signed by the Tenant and delivered by hand to the Town Hall.
16. Any matters relating to the Tenancy of an Allotment that are not covered by or specifically referred to in this Agreement or Terms and Conditions shall be settled by negotiations between Thame Town Council and the Tenant.

ENVIRONMENTAL PROTECTION ACT 1990 – Nuisances from Garden Bonfires, Section 79 and Section 80 of the Environmental Protection Act makes it an offence, subject to a maximum fine of £20,000, to cause a nuisance arising from the burning of garden refuse.

Thame Town Council will actively encourage the use of recycling and composting at the allotments.

## The Agreement

Thame Town Council hereby agrees with the Tenant that the Tenant, observing and performing the conditions and obligations on his part contained herein in the Terms and Conditions of Tenancy, may peaceably use and enjoy the allotment without any interruption by Thame Town Council, or any person appointed by the Council.

I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement above.

Name:

Plot Number: Fee:

Plot Size Metres<sup>2</sup> (squared):

Please advise any change in contact details below.

Address:

Contact telephone number:

Email address:

Signed: ..... (Tenant) Date: .....

In the presence of: ..... (Thame Town Council Officer)

Date: .....

Plot: Helpers: Fee £2.50 per help

Name:

Name:

Name:

TOTAL PAYMENT DUE: £

Payment to be made by bank transfer:

Lloyds Bank

Soft Code: 30 98 56

Account No: 23772260

Reference: surname and plot number

Confirmation is required if a shed (max. size 8' x 6') has been erected on this plot? Y / N Any other temporary building?

Number of water butts on plot