

## APPENDIX B. CURRENT ALLOTMENT TENANCY AGREEMENT

An agreement made on the between Reading Borough Council of Civic Offices, Bridge Street, Reading RG1 2LU, Assistant Director of Environmental & Commercial Services, Andrew Edwards and duly authorised Agent in that behalf (hereinafter called “The Council”) of the one part and (Hereinafter called “The Tenant”) of the other part The Council agrees to let and The Tenant agrees to hire as tenant from to the 31st day of December 2021 and thereafter year to year until determined the allotment garden in the Register of Allotments kept by the Council being Plot No at the Council’s Allotment containing approximate m<sup>2</sup> or thereabouts subject to any exceptions and reservations contained in the Lease or Agreement under which the Council holds the land at the yearly rent of £payable in advance on the First day of January in each year and at a proportionate rent for any part of a year of which the tenancy may extend (unless waived by the Council for any reason such waiver to be in the absolute discretion of the Council).

The tenancy is subject to the conditions and provisions of the Allotments Act 1908 – 1950 and any other enactment’s regulations or orders relating to allotments.

The tenant hereby agrees with the Council as follows: -

- a) To pay the rent in advance on the First day of January in each year.
- b) The yearly rent, as detailed above, is subject to a reasonable annual increase.
- c) The Tenant shall keep the allotment paths and allotment surroundings on and immediately adjoining his plot clean and cut free from weeds and the allotment well maintained in a good condition and in proper state of cultivation.
- d) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or deposit any refuse in any ditch or upon or otherwise obstruct any paths set out by the Council for the use of the occupiers of the allotment.
- e) The Tenant shall not underlet assign or part with possession of the allotment garden or any part of it.
- f) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
- g) The Tenant shall not without the written consent of the Council cut or prune any timber or other trees except the proper pruning of fruit trees or bushes in the proper course of husbandry or take or sell or carry away any mineral gravel sand or clay or permit any other person to do so.
- h) The Tenant shall keep every hedge that forms a part of the allotment garden properly cut and trimmed keep all ditches properly cleansed and maintain and keep in repair any other fence and any gate on the allotment garden.
- i) The Tenant shall not without any written consent first obtained by the Council create any building shed or other structure on the allotment gardens nor shall the Tenant use the allotment garden or any building shed etc. lawfully erected thereon for the storage of any goods chattels supplies other than those used directly in the cultivation and maintenance of the allotment garden and in particular the Tenant shall not store any motor vehicle thereon.
- j) The Tenant shall so far as is consistent with his or her tenancy of the allotment garden observe and perform all conditions and covenants in the lease or Agreement (if any) under which the Council hold the land.
- k) The Tenant shall observe and perform any other special conditions, which the Council consider necessary to preserve the allotment from deterioration and to which notice to the applicants is given in accordance with any rules made or to be made by the Council with respect to allotments.
- l) The Tenant shall not use any hose or sprinkler to water the allotment garden nor any other means or device except watering can or container.
- m) Any dispute between Tenants shall be referred to and settled by the Council’s Head of Transportation & Streetcare Services but in the event of a tenant being dissatisfied with the Head of Transportation & Streetcare Services determination of a dispute he or she shall be entitled to appeal to the Council whose decision in the matter shall be final and conclusive.
- n) Any Member or Officer of the Council shall be entitled at any time when authorised by the Council to enter and inspect the allotment.

o) The Tenant shall not later than the determination of his or her tenancy remove or cause to be removed at the request or the direction of the Head of Transportation & Streetcare Services or any other responsible Official of the Council all sheds buildings erections etc. and the foundations of the same situate on the allotment garden if the Head of Transportation & Streetcare Services so requests in writing and if the outgoing tenant refuses or fails to remove the said buildings etc. the Council may remove the same and charge the cost thereof to the outgoing tenant.

p) Every allotment garden shall bear a plot number allocated by the Head of Transportation & Streetcare Services and every tenant shall be responsible for providing and displaying this number in a prominent position on the plot.

q) The Tenant shall not keep on the allotment hereby let any hens or rabbits in such place or in such a manner as to be prejudicial to health or nuisance or a hazard to other allotment tenants, no Tenant may use more than one allotment in order to keep pigs or chickens, which may only be kept on plots at Bulmershe site or other sites which are unsuitable for any other purposes, no more than 30 chickens shall be kept on one allotment, in any event pigs, chickens or rabbits shall only be kept with the permission of the Head of Transportation & Streetcare Services.

r) The tenancy may be determined by the Council or the Tenant by 12 months in writing on or before the Sixth day of April or on or after the Twenty-ninth day of September in any Year.

s) The Council may re-enter the allotment after three months previous notice in writing to the Tenant:

i. On account of the land being required for building planning or any industrial purposes or for roads or sewers in necessary connection with any of those purposes or

ii. Under the provisions of the Allotments Act 1922

n) The Council may re-enter the allotment after one month's notice in writing to the Tenant: -

i. If the rent is in arrears whether lawfully or for not less than 40 days or

ii. It appears to the Council that the Tenant not less than three months after the commencement of the tenancy has not duly observed the conditions contained in or endorsed on this agreement or is resident more than one mile out of the borough or is bankrupt or compounds with his creditors.

❖ Any notice to be served on the Tenant under or by virtue of the Allotments Act 1908 – 1950 or this Agreement except for determining the tenancy in accordance with the 2nd paragraph of this Agreement paragraph (q) and (r) shall be validly served if sent by ordinary letter post to the Tenant addressed to his or her address as entered in the Allotment Register.

❖ Any notice to be served under paragraphs (q) and (r) shall be validly served if sent to the Tenant addressed to his or her address as entered in the Allotment Register by Recorded Delivery post.

❖ 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 garden from the Council shall pay on the commencement of the tenancy a reasonable fee which is to be such as the Arts and Leisure Services Committee from time to time prescribes.

❖ The Council reserves the right to re-grade or reclassify any or all of its allotments sites thereby varying the rent for the allotment gardens at that site but shall not do so without first giving notice of its intention to affected tenants.

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## APPENDIX C. PROPOSED DRAFT ALLOTMENT TENANCY AGREEMENT

An AGREEMENT made on [DATE]

between Reading Borough Council of Civic Offices, Bridge Street, Reading RG1 2LU (the "Council") of the one part and [FULL NAME] of [ADDRESS] (the "Tenant") of the other part.

The Council agrees to let and the Tenant agrees to hire as Tenant from [START DATE] to the 31<sup>st</sup> day of December **202X** and thereafter year to year until determined in accordance with the provisions of this agreement the allotment garden in the Allotment Register kept by the Council being **Plot No [NUMBER]** (the "Plot") at the Council's [ALLOTMENT NAME] **Allotment** (the "Site") measuring approximately [NUMBER]m<sup>2</sup> or thereabouts subject to any covenants or obligations referred to in the Council's title to the land at the yearly rent of **£[YEARLY RENT]** (the "Rent") payable in advance on the First day of January in each year and at a proportionate rent (as determined by the Council) for any part of a year of which the tenancy may extend (unless waived by the Council for any reason such waiver to be in the absolute discretion of the Council).

The Tenant hereby agrees as follows -

### Rent

1. The Tenant will pay the Rent in advance on the First day of January in each year. The yearly rent, as detailed above, is subject to a reasonable annual increase to be determined by the Council and notified to the Tenant.

### Use of an Allotment Plot.

2. The Plot is let solely as an 'allotment garden' as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly.
3. The Plot is to be wholly or mainly cultivated by the Tenant for the production of vegetables or fruit crops for consumption by the occupier and their family, or flowers, and shall not carry on, nor permit to be carried on, any trade or business on or from the Plot.
4. The Tenant shall not underlet assign or part with possession of the Plot or any part of it.
5. Where an allotment plot is let to two or more Tenants or community groups they shall be jointly and severally liable for their obligations under the terms and conditions of this agreement. The Council may take action 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.
6. The Tenant shall provide and display the Plot number as allocated by the Council's Streetscene Manager (or such other officer of the Council from time to time responsible for carrying out similar duties to the Streetscene Manager) in a prominent position on the Plot.

### Maintenance and Care of the Allotment Plot

7. The Tenant shall at all times maintain the Plot in a good condition, free from weeds and in a proper state of cultivation.
8. The Tenant shall keep paths adjacent to the Plot mown, clean and free from obstruction.
9. The Tenant must not plant, or allow to grow, any hedges around the Plot, or use barbed or razor wire or the like for any purpose.
10. 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. Fruit trees and bushes must not be planted within one metre of, nor hang over or encroach upon roads, paths, fences, or neighbouring allotment plots. Fruit trees and bushes should be pruned annually so their height does not exceed 3 metres. Fruit trees should be dwarf variety, in espalier or fan form.
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.
12. The Tenant shall keep every hedge that forms a part of the Plot properly cut and trimmed, keep all existing ditches properly cleansed and keep in good repair any other fence and any gate on the Plot.

13. The Tenant may from time to time cover part of the Plot with weed-suppressant membrane or similar. No more than 50% of the total area of the Plot may be so covered at once, and areas may only be covered for a maximum period of 6 months.
14. The Tenant shall not use, install or bring tyres on to the Site.
15. The Tenant shall not take or sell or carry away any mineral, gravel, sand, or clay or permit any other person to do so.
16. The Tenant shall not dig or permit to be dug any pits, shafts, wells, or new ditches. One small pond, covering no more than 10% of the area of the Plot is permitted for the efficient use of rainwater and to increase biodiversity.
17. The Tenant shall not import, store, or allow on the Site any materials which are not connected with the intended and 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.
18. Hosepipes may be used on the Site, subject to water company regulations, recommendations and guidance. Hoses must be held in the hand and not left unattended when water flows through them. The use of sprinklers, irrigations systems and the like is forbidden.

### **Plot Waste**

19. 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.
20. Disease-free organic waste should be composted on the Plot, or in a dedicated communal composting bay on Site where one is provided.
21. The tenant shall remove waste materials that cannot be composted from the Site and dispose of them in a lawful manner.
22. The Tenant shall not burn waste on Site from 1<sup>st</sup> April to 31<sup>st</sup> September in any year.
23. During the period 1<sup>st</sup> October to 31<sup>st</sup> 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.

### **Structures & Paths**

24. The Tenant shall not without any written consent first obtained from the Council create any building shed or other structure on the plot. If consent is issued in respect of a proposed shed, it must be positioned and kept within the Plot boundary and must not exceed 2.5 metres in height. Consent may be subject to any other conditions considered to be reasonable by the Council.
25. 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 in particular (but without prejudice to the generality of the foregoing words) the Tenant shall not store any motor vehicle on the Plot.
26. The total area of all structures on the Plot (including sheds, greenhouses, polytunnels and the like) may not at any time exceed 20% of the total Plot area, must be built and maintained to a reasonable standard, and should include rainwater harvesting to provide sustainable water use.
27. The Tenant may create paths or patios within the Plot, providing these areas are constructed only from organic materials. The use of concrete or cement in the construction of paths and hard-standing is prohibited. The total area of paths, shall not exceed 10% of the total area of the Plot.
28. The Tenant shall not place any form of play equipment, including but not limited to swings, see-saws, slides, paddling pools, upon the Plot.

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

29. The Tenant must lock gates after entering or leaving the Site even if they are found to be open or unlocked. The Tenant must make arrangements to meet personally at the entrance of the Site any

persons visiting them or vehicles making deliveries to the Tenant on the Site and to ensure that the entrance is locked securely 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.

30. 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.
31. Tenants should 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.
32. The Tenant must keep dogs under close control, on a lead, while on the Site. They must not be allowed to foul or cause damage to any allotment plot on the Site.
33. 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.
34. 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.
35. The Tenant shall not cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons.
36. The Tenant shall only park on Site when in attendance on the Site, and shall not park or cause to be parked 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.
37. The Tenant shall not interfere in any way with any material, plant, equipment, building or installation owned by the Council.
38. 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.
39. 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.
40. The Tenant shall inform the Council immediately of any change in their address or contact details.
41. 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.
42. Any dispute between Tenants shall be referred to and settled by the Council's Streetscene Service but in the event of a Tenant being dissatisfied with the Streetscene Manager's determination of a dispute he or she shall be entitled to appeal to the Council whose decision in the matter shall be final and conclusive.
43. Any Member or Officer of the Council shall be entitled at any time when authorised by the Council to enter and inspect the Plot.

#### **Chickens and Bees**

44. Livestock may NOT be kept on allotments, EXCEPT at Bulmershe and Scours Lane Allotments, where the keeping of chickens/ducks is permitted, with written consent of the Council and subject to the following special conditions, A- The numbers of chickens/ducks must be manageable; B-the livestock are well and humanely managed; and C- 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 ploholders. The Council may decide that keeping livestock on the site would be prejudicial to health or a nuisance and has discretion to suspend permission to keep chickens/ducks on site.

45. Bees may be kept, with 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: A- the beekeeper should have undertaken a recognised course, to the satisfaction of the Council covering both theoretical and practical hands-on training; B- the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages; C- any bees brought onto the Site should be of good temperament and kept that way; and D- that the Tenant displays their contact details on the Plot in case of emergency.

### **Termination of the Tenancy**

46. The Tenant must yield up the allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this agreement.
47. 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.
48. In the event of the death of the Tenant, the tenancy shall terminate 3 months after the date of death except that the tenancy may be terminated sooner by agreement with the Allotment Society (where one exists) or the Council.
49. If it appears to the Council that the Tenant, not less than three months after the commencement of the tenancy created by this agreement, (a) has not observed the tenant's obligations and conditions contained in this agreement or (b) is resident more than one mile out of the borough of Reading, the Council may terminate this agreement upon one month's notice to the Tenant.
50. 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: a) the Rent is in arrears for forty days or more, whether formally demanded or not, or b) the Tenant is in breach of any of the conditions above imposed on the Tenant by this agreement, or c) 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.
51. The Tenant shall not later than the determination of his or her tenancy remove or cause to be removed at the request or the direction of the Council's Streetscene Manager or any other responsible Officer of the Council all sheds, buildings, materials, etc. 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.

### **Letters and notices**

52. 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 suitable electronic means on the Tenant at his or her address as entered in the Allotment Register, or failing that, by fixing the same in some conspicuous manner on the Plot. Any notice served by the Council pursuant to clause 49(b) (i.e., tenant residing more than one mile out of the borough) may be served upon the tenant at his last known place of abode in the borough.
53. Notices directed to all Tenants may be served 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/plotholders.
54. Notices directed to the Council must be served by hand or by pre-paid post and must be addressed to "Allotments, 19 Bennet Road, Reading RG2 0QX" or by e-mail to

[Allotments.Reading@reading.gov.uk](mailto:Allotments.Reading@reading.gov.uk) or such other address notified to the Tenant by the Council from time to time.

### **General Data Protection Regulations**

55. Tenants' contact details, allotment history and other information relevant to their tenancy and membership of an Allotment Society may be stored by the Council on a secure drive on a computer or otherwise. This information will be used only for management and administration of Allotments and will not be disclosed to third parties unless the Council is 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/>

### **Other**

56. 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 which notice has been to the Tenant. 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 garden from the Council shall pay on the commencement of the tenancy created by this agreement a reasonable fee which is to be such as the Council's Housing, Neighbourhood and Leisure Committee (or such other body possessing the authority to determine such fee) from time to time prescribes.

57. The Council reserves the right to re-grade or reclassify any of its allotments sites, thereby varying the rent for the allotment gardens at that site but shall not do so without first giving notice of its intention to affected tenants.

Signed (Signature) – [ ] Acting for and on behalf of the Council

Signed & Dated(Tenant):  
Tenant Address, e-mail, and phone number.

Signed & Dated (Witness)