



COOKHAM PARISH COUNCIL

COUNCIL OFFICES, HIGH ROAD, COOKHAM RISE, BERKS SL6
9JF

Tel: (01628) 522003 Email: office@cookhamparishcouncil.org.uk

ALLOTMENT TENANCY AGREEMENT

Date:

Name:

Address:

Postcode:

Tel:

Email:

Allotment site:

Plot No: Size: Current Yearly Rent: £ 8 per pole
For the year commencing 1st October 2025 it is agreed the yearly rent will
increase to £9 per pole

THIS AGREEMENT made on the above mentioned date
BETWEEN Cookham Parish Council, Council Offices, High Road, Cookham Rise, Berkshire, SL6 9JF (hereinafter called "the Council") of the one part and the above named tenant (hereinafter called "the Tenant") of the other part
WHEREBY the Council agrees to let and the Tenant agrees to take a tenancy from the date above mentioned and thereafter from year to year (subject as hereinafter provided) the allotment garden described above (hereinafter called "the allotment garden") details of which are recorded in the register of allotment gardens kept by the Council
YIELDING AND PAYING THEREFOR the rent specified above ("the rent").

A. The Tenant(s) agrees with the Council as follows:

1. That Tenants who have not previously held an allotment with the Council will be asked to pay a one-off deposit of £50 to secure the plot. This deposit is refundable on termination of the tenancy once the plot is inspected and found in good order with any rubbish removed.
2. To pay the annual rent (or where the tenancy commences on any other date during the allotment year the appropriate proportion of the annual rent due from that date and thereafter) in advance without deduction on 1st

October in each year. Tenants who are already aged 65 years on 1st October, can benefit from a 50% concession.

3. To cultivate the allotment garden in a proper and husband-like manner and to maintain the same in a clean condition and free from weeds. The Tenant shall use the plot for the production of vegetables, fruit or flower crops for consumption or enjoyment by the Tenant and his/her family.
4. The Tenant shall keep the allotment garden in cultivation with weeds kept under control and shall maintain at least $\frac{3}{4}$ of the allotment garden under cultivation of crops after 6 months of the start of the tenancy.
5. The maximum area for hard landscaping is 20%.
6. All paths between the allotments must be left 18 inches wide (9 inches out of each allotment). The Tenant to cut the paths around their plot and keep them free from weeds and in a clean and tidy condition.
7. Not to permit cause or suffer to be done in or on the allotment garden or any part thereof anything which in the opinion of the Council is or may become a nuisance annoyance disturbance or source of damage to the Council or to the owners or occupiers of any adjoining or neighbouring land to any other Tenant or Tenants of the Council. Butane gas cylinders, combustibles and any form of compressed gas or air should not be left unattended at any time.
8. Not to assign under-let or part with the possession of the allotment garden or any part thereof without the consent of the Council.
9. Not to cut or prune without the consent of the Council any trees other than fruit trees or take sell or carry away any mineral sand gravel clay turf or soil.
10. Ponds are not allowed in the allotment gardens and must not be dug.
11. Carpeting and underlay may not be used for weed control and are not permitted anywhere in the allotment gardens.
12. Not to erect any building or fruit cage on the allotment garden without the written consent of the Council. Where permitted sheds to be a specified 6ft x 4 ft (1.8m x 1.2m) in area and greenhouses, size and location to be agreed, sited and maintained to the satisfaction of the Council. Each building to have a water butt. Permission will not be given to erect a shed or greenhouse until a Tenant has held the tenancy of the allotment for a minimum of twelve months. If a Tenant wishes to remove any building they have erected, it is their responsibility to remove it. Sheds and greenhouses left on site will become the property of Cookham Parish Council and new Tenants are responsible for maintaining these in good order. No polytunnels may be erected on the Alleyns Lane allotment site. Permission must be sought from the Council to erect polytunnels on the Alfred Major or Sutton Road allotments site.
13. The entrance gates to the allotment gardens by which Tenants gains access must be closed and locked by Tenants when entering and leaving i.e. kept locked at all times.

14. Not to waste water. Where applicable, hoses should only be used by plot holders to fill containers. No sprinklers are to be used.
15. Bonfires are allowed for the burning of materials from the allotment only ie diseased plants and dried out organic matter that will burn without smoke or hazardous residue, between the hours of 16.00 and 19.00 April to October and 12.00 and dusk November to March. All fires must be attended at all times and not cause a nuisance to neighbouring residents. All fires must be fully extinguished before leaving the site.
16. Not to use the allotment garden for any trade or business.
17. Not to deposit or allow other persons to deposit on the allotment garden any refuse decaying matter or other (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges or ditches situate in the allotment site of which the allotment gardens forms part of any adjoining land.
18. Not to use barbed wire fencing only mesh wire fencing height 1m or less and not to enclose designated paths between allotment plots, set out by the Council for the use of occupiers of the allotment gardens.
19. The Tenant shall not plant any trees other than dwarf fruiting trees and/or fruiting bushes without the prior consent of the Council.
20. Children taken onto an allotment site must remain on their Carer's plot. They must be well behaved and their presence must not cause any undue noise disturbance to other allotment holders.
21. Not to bring or cause to be brought into the allotment site of which the allotment gardens forms part any dog unless the dog is held on a leash at all times.
22. Not to keep any animals or livestock of any kind upon the allotment garden except as allowed by written agreement with the Council.
23. Not to erect any notice or advertisement on the allotment garden.
24. That the Council should have the right to refuse admittance to any person other than the Tenant or a member of his family unless accompanied by the Tenant or a member of his family.
25. That any case of dispute between the Tenant and any other occupier of an allotment garden on the said allotment site shall be referred to the Council whose decision shall be final.
26. That the Tenant shall inform the Council forthwith of any change of his or her address.
27. Where a plot falls vacant because of a Tenant's death the plot, if it can be shown that a member of the Tenant's immediate family has been jointly cultivating the plot for a period of time and wishes to take on the Tenancy, it will be offered to them at the discretion of the Council if they live within the Parish.

28. If it becomes clear that the plot holder is not doing any of the work but allowing friends and family to work the plot, the Tenancy will be terminated and the plot referred to the waiting list. All those wishing to be tenants must be on the waiting list. There will be no transfer of plots because of having been assisting the Tenant.
29. That the Tenant shall yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
30. That any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the allotment garden.
31. That the Tenant shall observe and perform any other special condition which the Council consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant.
32. Not to leave or store any items anywhere apart from within the boundary of the Tenants designated plot. Any items left on common areas will be removed.

B. The Council agrees with the Tenant

1. To provide and maintain the water supply to the allotment site. Repairs will be carried out as soon as possible but there may be some disruption.
2. To maintain all main pathways on the allotment site.
3. To maintain all boundary hedges fences and gates to the allotment site.
4. To maintain all ditches under the Council's control running in through or near the allotment site.

C. IT IS HEREBY AGREED AND DECLARED that this tenancy may be determined by:

1. The Tenant giving the Council 30 days notice in writing to quit at any time.
2. 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.
3. Re-entry by the Council at any time after giving the Tenant 2 month's notice in writing if the allotment garden is required for building mining for industrial purposes or for roads and mains and sewers necessary in connection with any of these purposes provided that such notice shall not be served until planning permission has been obtained.
4. Re-entry by the Council at any time after giving the Tenant 3 month's notice in writing if the land is required by the Council for a purpose (not being the use of the land for agriculture) for which it was acquired by the Council or for which it has been appropriated under any statutory provision provided that such notice shall not be serviced until planning permission has been obtained.

5. Re-entry by the Council at any time after giving the Tenant 1 month's written notice in the event of:
 - a. *The breach by the Tenant of the foregoing conditions or any of them*
 - b. *The rent or any part thereof remaining unpaid for not less than 30 days following 1st October in each year of this Agreement whether legally demanded or not*
 - c. *The Tenant committing any act of bankruptcy*
 - d. *The Tenant being convicted of any act of pilfering within the allotment site*
 - e. *The death of the Tenant in which case the said notice shall be served as hereinafter provided but addressed to his "personal representatives"*

PROVIDED ALWAYS that determination in accordance with this Clause 5 shall be without prejudice to any right or remedy of the Council in respect of any antecedent breach thereof.

D. NOTICES

1. Any notice required to be given by the Council to the Tenant hereunder shall be in writing and served upon the Tenant personally or by leaving the same at his/her last known place of abode or by sending the same by first or second class prepaid post or registered letter addressed to him/her there
2. Any notice required to be given by the Tenant to the Council shall be in writing and may be served by leaving the same at or posting the same by prepaid post to the Cookham Parish Council, Council Offices, High Road, Cookham Rise, Berkshire SL6 9JF
3. The Council shall give 4 week's notice in writing to the Tenant to put a building referred to in Clause A (12) in good repair such notice to specify the repairs required. On failure of the Tenant to comply with the notice the Council shall be entitled to remove and dispose of the building.

E. The allotment rules made from time to time by the Council shall be incorporated herein (unless varied hereby when the Agreement shall prevail).

F. This Agreement is subject to the provision of the Allotment Act 1908 to 1950 and any subsequent amendments thereto or re-enactments thereof.

G. RENT REVIEW

Cookham Parish Council reserves the right to increase the rent at the beginning of the allotment year. Any increase will be served by twelve months' written notice

from the Council to the Tenant and payable following the expiry of the current allotment season.

Please DO NOT detach this page from the rest of the Tenancy Agreement, a complete copy of the document will be returned to you, once signed by the Clerk of Cookham Parish Council.

As witness the hands of the parties the day and year first above written

SIGNED by the Tenant

**SIGNED by the
Clerk to the Council
on behalf of Cookham
Parish Council**

Office use only:

Deposit:
Amount: £50
Date Received:
Receipt No:

First Rent:
Amount: £80
Date Received:
Receipt No: