

## Allotment Policy and Tenancy Agreement

**AN AGREEMENT** made the ..... day of ..... Two Thousand and ..... (xx/xx/xxxx)

**BETWEEN** Watchet Town Council (hereinafter called "the Council") by the hand of....., the Clerk and duly authorised Agent of the one part, and the applicant ..... (hereinafter called "the Tenant") of ..... of the other part.

---

### 1. Grant of Tenancy

The Council agrees to let, and the Tenant agrees to take, on a yearly tenancy from the **First day of April Two Thousand and Twenty-Six**, the allotment garden numbered \_\_\_\_ on the Council's allotment site at **Courtlands, Watchet** at the yearly rent of **Thirty-Five Pounds (£35)** subject to the conditions set out below and in accordance with the Allotments Acts 1908–1950 and any subsequent relevant legislation.

---

### 2. Tenant's Obligations

The Tenant agrees with the Council as follows:

#### 2a. Rent

To pay the rent reserved on or before **31<sup>st</sup> March** every year during the term of this tenancy without any deductions. The annual rental invoice will be sent out up to one month in advance and payment will be due before the first day of the rental period.

#### 2b. Allocation

All tenants must reside within the parish of Watchet. Only one plot is permitted per household.

**All tenants must reside within the parish of Watchet at the time of application and throughout the tenancy. Only one allotment plot per household will normally be permitted; however, the Town Council reserves the right to exercise discretion in exceptional circumstances.**

#### 2c. Use of Allotment

To use the allotment garden for allotment purposes only (that is, wholly or mainly for the cultivation of vegetables, fruits, or flowers for personal consumption) and for no other purpose unless the Council grants prior written consent. The growing of any illegal crop is prohibited. Tenants are not permitted to stay overnight on the allotment site.

#### 2d. Cultivation and Maintenance

To keep the plot clean, reasonably free from weeds, well cultivated, and maintained in a good and tidy condition. Any paths included within or abutting the plot must also be kept reasonably free from weeds.

#### 2e. Nuisance

Not to cause or permit any nuisance or annoyance to the occupier of any other allotment or neighbouring property, nor obstruct or encroach upon paths or roadways set out by the Council.

#### 2f. Subletting and sharing

Not to sublet, assign, or part with possession of the allotment or any part of it.

#### 2g. Trees, Timber, and Soil

Not to plant any trees without prior written consent of the Council. (Fruit bushes and dwarf fruit trees may be permitted subject to Council approval.) Not without prior written consent of the Council to cut or prune any timber or other trees, or remove, take, sell, or carry away any mineral, gravel, sand, soil, earth, or clay.

#### 2h. Buildings and Structures

Not without prior written consent of the Council to erect any building, shed, greenhouse, polytunnel, or structure. Any permitted structure must be erected in accordance with plans or specifications approved by the Council.

#### 2i. Fencing

Not to erect any fence, or any barbed/razor wire adjoining any path used by other allotment tenants.

#### 2j. Lighting

Not to erect or use any artificial lighting, whether for decorative or any other purpose.

## **2k. Waste and Materials**

Not to deposit or allow others to deposit refuse or decaying matter on the allotment except for compost and manure in reasonable quantities for cultivation. No waste shall be placed in hedges, ditches, drains, or on adjoining land.

## **2l. Storage**

Only domestic garden chemicals may be used and stored in the original container with contents and warning labels intact. No storage on the allotment site of any item other than those needed for normal allotment routine tasks and maintenance is permitted.

## **2m. Dogs**

Any dog brought onto the site must be kept securely on a lead at all times and dog mess must be picked up and disposed of in the correct manner.

## **2n. Animals and Livestock**

Not to keep animals or livestock of any kind on the allotment without prior written consent of the Council (consent not to be unreasonably withheld).

## **2o. Notices and Advertisements**

Not to erect any notice, advertisement, or signage on the allotment.

## **2p. Change of Address**

To notify the Council immediately of any change of address.

## **2q. End of Tenancy**

To yield up the allotment at the end of the tenancy in a condition complying with the terms of this Agreement.

## **2r. Inspections**

To permit any officer, agent, or representative of the Council to enter and inspect the allotment or any structure erected on it.

## **2s. Additional Conditions**

To observe and perform any special conditions the Council considers necessary to preserve the allotment from deterioration, notice of which will be given to the Tenant.

## **2t. Compliance with Law**

To comply with all relevant legislation, statutory instruments, and local byelaws affecting allotment gardens, including but not limited to the Allotments Acts 1908–1950 and the Occupiers' Liability Acts.

---

## **3. Council's Obligations**

### **3a. Agreement of Tenancy**

The Council agrees that the Tenant, observing the conditions in this Agreement, may peaceably use and enjoy the allotment garden during their tenancy.

### **3b. Rental Increases**

The Council will provide 12 months' notice to tenants of any increase in the annual rent.

### **3c. Liability**

The Council does not accept any responsibility for any loss or damage to tenant's property, implements, tools, goods, materials or crops on or around the allotment site howsoever such loss or damage occurred. Anyone entering or using the allotments does so at their own risk and the Council cannot accept responsibility for injuries or damages arising to anyone entering the allotments.

---

## **4. Termination of Tenancy**

This tenancy shall determine upon the death of the Tenant, and may also be terminated as follows:

### **4a. Notice by Either Party**

By either party giving six months' written notice, expiring on or before 6th April or on or after 29th September, in accordance with the Allotments Acts.

### **4b. Council Requiring Land for Another Use**

By re-entry by the Council after giving three months' written notice if the land is required for any purpose other than for allotment use.

### **4c. Breach of Conditions**

By the Council giving one month's written notice for any breach of the terms of this Agreement.

### **4d. Rent Arrears**

If rent is more than 40 days in arrears, whether formally demanded or not.

### **4e. Failure to Cultivate or Maintain**

If it appears to the Council that the Tenant has failed to cultivate or maintain the allotment in accordance with this Agreement.

**4f. Residential Address**

Should a tenant move from the parish of Watchet then their tenancy will automatically terminate. The next person in line on the allotment waiting list will be offered the tenancy.

---

**5. Serving Notices**

Any notice from the Council may be signed by the Clerk and served personally, by leaving it at the Tenant's last known address, by prepaid post, or by fixing the notice in a conspicuous place on the allotment garden. Any notice from the Tenant must be signed by the Tenant and sent by prepaid post to the Clerk of the Council.

---

**6. Signatures**

**Tenant**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Clerk to Watchet Town Council**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

By signing this form, I give consent for my personal details to be stored and used by the officers, members, and agents of Watchet Town Council for the purposes of administering allotments. The Council's General Privacy Notice explains how personal data is handled and is available from the Council office or the Council's website.