

CROPREDY PARISH COUNCIL

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the 1st day of September 2026 between Cropredy Parish Council of 74 Beaulieu Close, Banbury, OX16 4FQ ('the Council') and xxxxxx ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at ~~Mollington Road~~Oxhey Hill, Cropredy and referenced as plot no. ~~x~~ in the Council's Allotment Register ('the Allotment Garden')
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st day of September 2026 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The allotments are not permanent - they occupy land which the Parish Council bought for Cemetery purposes and whilst it is unlikely that the land will be needed for the purposes of a cemetery in the near future, there will come a time when the Parish Council will need to close down the allotments.
4. The tenant shall pay a yearly rent of £10.00 (to be changed to £15 from Sep 2027 to include insurance) per plot, whether demanded or not, which shall be payable in full by the 30th of September 2026 and for every year after the first year of the tenancy by the 30th day of September.
5. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by him/herself and his/her family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
7. When the Council allocates available plots, priority shall be given to residents of Cropredy Parish.
8. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden;
 - d) not keep bees or hives on the Allotment Garden;
 - e) not set traps or snares on the Allotment Garden;
 - f) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - g) not erect any sheds, buildings, or structures on the site that are larger than 1.83m x 1.22m (6x4), and taller than 2.6m;
 - h) not fence the Allotment Garden without first obtaining the Council's written consent;
 - i) maintain and keep in repair a safe condition, in order to ensure the safety of allotment users, the fences and gates forming part of the Allotment Garden;
 - j) trim and keep in decent order all ~~not plant any~~ hedges in any ~~forming~~ part of the Allotment Garden;

~~k) not plant any tree larger than dwarfing or semi dwarfing rootstock, shrub, hedge or bush without first obtaining the Council's~~

~~k) written permission;~~

~~l) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;~~

~~m) do everything that could reasonably be expected to ensure be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property; The Parish Council will purchase individual allotment insurance for one named tenant per plot but this cover is only valid if the tenant is taking reasonable care to ensure their plot is safe;~~

~~n) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;~~

~~o) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant~~

~~p) not have any bonfires on the allotment site~~

~~q) not bring any vehicles or tractors, with or without ploughs or equipment onto the site or the adjacent cemetery. Hand controlled rotovators may be used.-~~

9. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
11. 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 without compensation for crops or disturbance.
12. The tenancy may also 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. ~~six~~three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8

~~13. 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 Garden 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.~~

~~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.~~

13. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.

14. When accepting the tenancy agreement the tenant is accepting the plot as seen with

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no rights to expect the Parish Council to remove any items from the plot.

15. The Parish Council will remain responsible for the mowing of areas outside plot boundaries, hedge trimming of the site boundary hedges, maintenance of the main site gate, and provision of water harvesting systems.

- ~~16. On the termination of the tenancy, the tenant shall level and clear their Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.~~

47.16. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery ~~registered post~~ to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Parish Clerk.

Signed by

.....
The tenant

and



Kirsty Buttle, Parish Clerk
For and on behalf of Cropredy Parish Council

