



TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

of the

Percy Estate Allotment Society

Warwick

**Amended following the AGM
On 20th October 2022**

**Further Amended following the AGM
on 16th October 2025**

Affiliated to

**The National Society of Allotment and Leisure Gardeners Ltd
O'Dell House
Hunters Road
Corby
Northamptonshire
NN17 5JE**

THIS AGREEMENT is made the.....day of.....

BETWEEN

(1) The Percy Estate Allotment Society

of Warwick

("the Association") and

(2) -----

of

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Association agrees to let and the Tenant agrees to take all that piece of land situated at The Percy Estate, Warwick ("the Allotment Site") numbered _____ on the Association's allotment plan and containing approximately _____ square metres ("the Allotment Garden").

3. Tenancy and Rent

- 3.1 The Allotment Garden shall be held on a yearly tenancy from 1st January at an annual rent of £60 per full plot and £30 per half plot. Invoices for the following year to be sent out to Tenants on 1st November and those wishing to continue should pay the rent by 1st December of the same year.
- 3.2 6 months notice of any rent increase will be given by the Association to the Tenant in _____ of the preceding year to take effect the following year.
- 3.3 Water supply shall be included in the rental charge. (If not included see Schedule 1 condition 5.1)
- 3.4 Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

PEAS has agreed with the Warwickshire Horticultural and Allotment Society for them to trade from their hut on the Percy Allotment site and to display notices and offer advice for any who wish to visit from across the area. This is a not for profit organisation which also holds supplies of compost, fertilisers, seeds etc.

- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.
- 4.5. The Tenant shall not call upon the Association for any form of recompense to address the consequences of flooding following heavy rainfall.

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

6. Conduct

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 6.5. The Tenant must comply at all times with the Constitution of the Association from time to time (a copy of the Constitution current at the time of signing this agreement is attached to this agreement. A copy of the current constitution can be found on the notice board of the Association.)

- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.7. All persons attending the allotment site to cultivate, harvest or otherwise maintain a plot must be accompanied by a Tenant of that plot, except that the provisions of Clause 5.1 shall apply for short periods of time. Only Tenants or named gardeners are allowed to work alone on a plot. Consequently, all persons who plot holders intend to allow to work alone on a plot must become named or Joint Tenants and will be enrolled onto the NAS membership and have to pay the NAS membership fee. Only two named persons allowed for each plot.
- 6.8. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. In the interests of Health and Safety no children are allowed on the Allotment site unattended at any time. Children are allowed to assist in the process of the cultivation of an Allotment providing they are supervised and where PEAS has approved the holding of small plots under the supervision of the Warwickshire Horticultural and Allotment Society based on the site.
- 6.9. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7. Lease Terms

- 7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Association hold the Allotment Site.

8. Termination of Tenancy

- 8.1. The tenancy of the Allotment Garden shall terminate
- 8.1.1. automatically on the Rent Day next after the death of the Tenant, or
 - 8.1.2. on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or
 - 8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 8.1.4. by the Association giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or
 - 8.1.5. by the Tenant giving the Association 28 days notice in writing, or
 - 8.1.6. by re-entry if the rent is in arrears for not less than 40 days, or
 - 8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - 8.1.8. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

8.2. In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

8.3. Any equipment or structures such as sheds, tunnels and greenhouses, which were owned and brought onto the plot by the tenant, or bought from a departing tenant, which remain on the plot after the termination date will fall under the ownership of PEAS.

9. Change of Address

9.1. The Tenant must immediately inform the Association of any change of address.

10. Notices

10.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

10.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.

10.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

10.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Association by signing by two members of the committee

1) Signed.....

Print Name:.....

2) Signed.....

Print Name:.....

In the presence of

Signed.....

Print Name:.....

Signed by the Tenant

Signed.....

Print Name:.....

In the presence of:

Signed.....

Print Name:.....

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Association.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1 Tenants must take responsibility for their own personal possessions and gardening equipment. The Association cannot accept any responsibility for any loss through theft or otherwise.

4. Inspection

- 4.1. An officer of the Association if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant shall within 21 days of demand pay such reasonable sum as may be demanded of him for the cost of his water use.

5.2. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.2.1 Hosepipes may be used in the following two ways.

- i) Only to fill water butts, for which the cost will be included in the general rent for that plot
- ii) To be used directly onto the land by hand use and with a trigger flow control fitted. No sprinklers or similar devices are allowed. For this option the tenant will pay an additional £10 and will display the marker provided on his/her plot(s).'

5.3. The Tenant shall have consideration at all times for other tenants when extracting water from water points.

5.4. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue. Fires are allowed only between 1st October and 31st March. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

5.5 No fires are permitted on the Allotment Site.

6. Dogs

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Poultry

7.1. Except with the prior written consent of the Association the Tenant shall not keep any animals or livestock on the Allotment Garden save poultry (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Association may provide in writing.)

7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

7.3. There are no more than 20 chickens, geese, ducks or turkeys on any one plot

7.4. The poultry are kept in proper coops that are secured shut with a padlock

7.5. The keeping of the poultry is performed in accordance with all relevant regulations provided by the Department for Environment Food and Rural Affairs

7.6. The area(s) where the poultry are kept is (are) clearly separate and marked with signs

7.7. All foodstuff for the poultry is to be kept offsite or in vermin-proof containers.

8. Bee Keeping

- 8.1. Except with the prior written consent of the Association the Tenant shall not keep bees on the Allotment Garden. In addition, the Tenant shall
- 8.2. Be a member of the British Bee Keepers Association (BBKA) affiliated Association and are qualified to keep bees and;
- 8.3. Have demonstrated their competence by passing the 'Basic Assessment' as described by the BBKA or equivalent and;
- 8.4. They have taken appropriate precautions to protect neighbours against the activities of their bees in accordance with the recommendations of the BBKA

9. Buildings and Structures

- 9.1. The Tenant shall not without the written consent of the Association erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Association. The Tenant may also require permission from the relevant planning authority.
- 9.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures. This applies to new structures or when current structures are being repaired or upgraded.
- 9.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.
- 9.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 9.5. The Association will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

General

- 9.6. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.7. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.8. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.9. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with all relevant legislation.

10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

11. Notices

11.1. The Tenant will endeavour to maintain the plot number provided by the Association in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Association.

12. Car Parking

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.