

THIS AGREEMENT is made on 1st OCTOBER 2025

BETWEEN

Witley & Milford Parish Council, Council Office, Milford Village Hall, Portsmouth Road, Milford, Godalming, Surrey GU8 5DS ('The Council') and 'The Tenant' at Enton and Redgate Farm Allotment sites.

The tenancy is subject where necessary to the Allotment Acts 1908 to 1950 and to the following Terms and Conditions:

1. Agreement to let

The Council agrees to let to the Tenant the Allotment Gardens as follows:

Period of the Agreement: 1st October 2025 to 30th September 2026.

2. Rent The Tenant hereby agrees with the Council:

- a) To pay the rent and any reviewed rent as aforementioned on the dates stated for payment.
- b) A one-off £50 administration fee is payable for the creation of new tenancies.
- c) A £50 deposit is required for all new tenancies from 1st October 2025, refundable at the end of the tenancy if the Allotment Garden is left in a satisfactory condition and without the need for waste removal.

3. Liability

- a) The Council cannot be held responsible for the theft of tools or for damage to an individual's property or produce.
- b) The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party which occurs within the boundaries of the Tenant's Allotment Garden as a result of the Tenant operating the Allotment Garden. Tenants should check with their home contents insurance policy provider whether they have personal liability cover for their activities. Tenants are not covered by the Parish Council should they cause injury or damage from their activities. This does not dilute the Council's responsibility relating to duty of care or its responsibilities relating to person working on behalf of the Council or outside agencies in the allotments.
- c) The Tenant shall 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 property.

4. Termination of the Tenancy

4.1 By Notice

- a) 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, subject to clause 4.2.
- b) The tenancy may be terminated by the Tenant by serving on the Council not less than one month's written notice to quit.
- c) On the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise, which shall be confirmed in writing to the Tenant.

4.2 By re-entry

The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:

- a) Rent is in arrears for at least 40 days; or
- b) Not less than three months after the commencement of the tenancy, the Tenant has not observed the Terms and Conditions of the Tenancy Agreement; or
- c) The Tenant becomes bankrupt or compound with creditors.

5. Use

- a) The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by the Tenant and their family, with at least 75% of the Allotment Garden used to cultivate crops.
- b) The Tenant shall not sell or undertake any business in respect of any cultivation from the Allotment Garden.

- c) The Tenant shall reside within the Witley & Milford Parish during the tenancy, Allotment Garden's may be let to persons outside the Parish at the Council's discretion.
- d) The Tenant must keep the Allotment Garden clean, free of weeds and in a good state of fertility and cultivation.
- e) The Tenant must not use the Allotment Garden for the storage of any vehicles, goods, or crops which are not grown on the Allotment Garden. The Allotment Garden must not contain any non-bio-degradable carpets or materials. Plastic must not be used as membrane, however, is permitted for use as a temporary weed suppressant. The Tenant must not use tyres on the Allotment Garden for securing any materials whatsoever. When relinquishing the Allotment Garden, all plastic and or glass must be removed from site.
- f) Turn over all water containers (old pots etc). Make sure water collecting tanks have a minimum gap of 6 inches between water level and lip and are sufficiently covered.
- g) The Tenant must clear all nettles and brambles regularly to ground level.
- h) The Tenant shall not grow any illegal, obnoxious, notifiable or invasive plants in the Allotment Garden.

6. Nuisance / Behaviour

The Tenant shall not cause any nuisance, annoyance, harassment, injury or be abusive to other Tenants, contractors, Council staff, Councillors or anyone living in the area surrounding, nor must the Tenant encroach on to other Allotment Gardens. The Tenant is expected to co-operate with other Tenants in keeping the allotments site in good order.

7. Boundary Structures

- a) If hedges form part of the Allotment Garden boundary the Tenant must ensure that it is properly cut and trimmed.
- b) If the Allotment Garden adjoins a ditch the Tenant must ensure that it is properly cleared and maintained at all times.
- c) If the Allotment Garden abuts the site perimeter deer fencing the Tenant must keep it clear of vegetation/ materials to prevent damage. If this rule is not adhered to, and damage to the deer fencing is caused, individual Tenants will be liable for repair costs.
- d) The Tenant must maintain and keep in repair the Allotment Garden boundary by either fences or hedges, and gates forming part of the Allotment Garden.

8. Paths

- a) If there is a pathway between the Allotment Garden and the adjacent Allotment Garden the Tenant must keep this path clean and tidy and free from nettles and high growth. The Tenant must not obstruct access for other Tenants. The Tenant must also keep clear the area to the front of the boundary fence adjoining the access road. Should the Tenant (with the agreement of the adjacent Tenant) remove both boundary fences to incorporate the pathway into the main Allotment Garden area the Tenant will be responsible for re-instating a fence if vacating the allotment (at the Councils discretion).
- b) The Tenant must keep any path set out by the Council clean and tidy and free from nettles and high growth. The Tenant must not obstruct access for other Tenants and must also keep clear the area to the front of the boundary fence adjoining the access road.

9. Refuse

- a) The Tenant must not fly tip or dump rubbish or waste on the Allotment Garden or any other part of the Allotment.
- b) The Tenant must not sell or take away from the Allotment Garden any soil, gravel, sand or stones.
- c) The Tenant must remove all unnecessary items from the Allotment Garden (pallets, matting, planks etc.).
- d) The Tenant must not compost kitchen waste or animal droppings containing feed.

10. Sub-letting The Tenant must not sub-let the Allotment Garden.

11. Trees

The Tenant must not, without written consent, cut down any trees on the Allotment Garden; however, the Tenant is expected to remove all saplings from Allotment Gardens e.g., willow, ash, and oak etc.

12. Admittance

The Council may enter the Allotment Garden for the purposes of carrying out periodic reviews and in the case of an emergency.

13. Buildings

- a) The Tenant must not build or put up any building or structure on the Allotment Garden, subject to (b).
- b) The Tenant should apply in writing to the Council for consent to erect a shed, greenhouse, polytunnel or other structure which the Council reserves the right to refuse unless the proposed structure complies in all respects with the requirement of the Council as laid down by them from time to time.
- c) In the event of any unauthorised shed or structure being erected the Council reserves the right to require the removal of the same and in default of such removal arrange for the same to be removed at the cost of the Tenant.

14. Dogs All dogs must be kept on a lead on the allotment site including paths and other Allotment Gardens.

15. Barbed Wire

Barbed wire, razor wire, or other sharp materials are not permitted on the Allotment Garden or site.

16. Bonfires

- a) Bonfires are not permitted at Redgate Farm Allotments.
- b) At Enton Allotments fires should be kept to a minimum. Only dry, woody materials should be burned. No imported materials should be burned.
- c) No wet or damp substances, weeds or green plant matter should be burned.
- d) All bonfires must be contained, always attended to, and extinguished before leaving the site.

17. Water

- a) A water butt with a secure cover for water supply purposes may be kept on the Allotment Garden and must not become stagnant.
- b) At Enton, use of hosepipes is prohibited; however, if any Tenant has a genuine reason for using a hosepipe to fill their water butt, they must contact the Council to be issued with a licence allowing them to do so. Tenants issued with a licence may only use a hosepipe to fill their water butt, not for any other purpose. The use of hosepipes for the agreed purpose will only be acceptable if used considerately, at quiet times, when the use of taps is at a minimum
- c) At Redgate Farm Allotments use of hosepipes is acceptable if used considerately, at quiet times, when the use of taps is at a minimum and must not be left running unattended. The Council reserves the right to restrict hosepipe usages if they are misused.
- d) Small ponds may be permitted subject to written permission from the Council and must display a warning of the depth of water and be securely fenced.
- e) Taps at the water supply must be turned off after use and no sprinklers are permitted at any time.

18. Allotment Garden Number

The Tenant must ensure that the Allotment Garden number is always clearly visible.

19. Entrance Gates

The entrance gate to the Allotment site must be left closed at all times. When entering the site please make sure the lock is secured (to prevent theft) and that the access code is not visible. If the last person to leave, please make sure the gate is secured and locked.

20. Car Parking

There are no allocated parking spaces (in front of your allotment or in any general parking areas on the site). The Allotment Garden boundary must not be changed to accommodate parking areas.

21. Livestock /Poultry

- a) The Tenant must obtain written permission from the Council to keep any livestock/poultry and to increase flock numbers which must not be kept for business or trade. No cockerels, ducks or geese are permitted.
- b) If a Tenant ceases to hold an allotment, arrangements must be made to remove livestock/poultry and any associated structures at the tenant's cost.
- c) An inspection should be carried out daily to check the birds' welfare and to provide clean water, and structures used to house the birds must be made fox-proof where possible. The Tenant's emergency contact details must be registered with the Council.
- d) To help reduce rodent problems should be fed by hand only sufficient that is cleared within 15 minutes, twice a day. Not by constant hopper. All uneaten feed should be removed at night. All feed sacks should be kept in metal bins. Drinking water for livestock/birds should be removed or covered at night. Weed removal is especially important.
- e) The Council, in partnership with the Allotment Management Group, reserves the right to intervene should any livestock/poultry's welfare be in question. The Council may require livestock/poultry and all related equipment to be removed giving one calendar months' notice, at the tenant's cost. Such notice will not be served unreasonably, and an explanation will be provided.
- f) Tenants must register birds with DEFRA (Government Department of Environment, Food, Rural Affairs) and APHA (Animal Plant Health Agency):
[Register as a keeper of less than 50 poultry or other captive birds - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/register-as-a-keeper-of-less-than-50-poultry-or-other-captive-birds) and provide evidence of this to Council within 1 month of this agreement.
- g) Written permission is subject to the terms and conditions of the Allotment Livestock & Poultry Keeping Agreement, which must be signed, completed and returned within 14 days of receipt.

22. Chemicals

The allotment sites are strictly organic. Tenants must not use non-organic pesticides, herbicides and or fertilizers.

23. Bee keeping Bee keeping is not permitted on site.

24. Change of Address

The Tenant must tell the Council as soon as possible of a change in address. To retain an Allotment Garden in the event of the Tenant moving outside the Parish, Tenants must seek written permission from the Council.

25. Eligibility

- a) The Tenant needs to be at least 18 years old.
- b) The Tenant may apply for additional Allotment Gardens subject to availability and at the discretion of the Council.
- c) The Tenant shall reside within Witley & Milford Parish during the tenancy, or within 1 mile, or outside at the Council's discretion.
- d) Persons living within the Parish will be given priority on the waiting list and residents outside of the Parish may be allocated Allotment Gardens at the Council's discretion.

26. Notice

The Council may give written notice under this Agreement by delivering it to you the Tenant personally; by posting it to the last known address, emailing, or by leaving it on the Allotment Garden. The Tenant may give us any such notice by delivering, posting to The Clerk, The Council Office, Milford Village Hall, Portsmouth Road, Milford, Surrey, GU8 5DS, or emailing clerk@witley-pc.gov.uk

27. Refund

If a Tenant voluntarily relinquishes their Allotment Garden at any time during their tenancy or has been terminated for a breach of the Tenancy Agreement before the year end, no compensation or refund of any rent paid in advance will be payable by the Council.

28. Firearms Tenants are not permitted to carry or use a firearm including air guns at any time on site.

29. Shared plot

If one Tenant of a shared plot relinquishes the share of the plot at any time the tenancy will revert to sole tenancy for the remaining joint Tenant and any new joint tenancies will be created at the discretion of the Council.