

Silsoe Parish Council Waterslade Allotments Tenancy Agreement and Rules (2026 Rev)

Name
SAMPLE COPY

Plot No.
49AD

GENERAL INFORMATION

Silsoe Waterslade Allotments are on Silsoe Parish Council land and are managed by Silsoe Waterslade Gardeners Club. Rules applied to the allotments and their management have been approved by both Silsoe Waterslade Gardeners Club and Silsoe Parish Council. This tenancy agreement revokes any previous rules and tenancy agreements. All rules apply to all Tenants of allotment plots. Rules will be updated from time to time. By signing this Agreement (**or a previous agreement**) you are agreeing to abide by and comply with the rules set out on these pages.

Non-compliance with this Agreement will be assessed on a case-by-case basis and may lead to a warning notice or termination of the tenancy. If warning notices are not complied with, then termination of the Tenancy may follow. [Should the Club have reason to update the rules at any time, a copy of any new rules will be supplied to those affected as soon as is reasonably practicable.] A copy of the latest rules will also be kept in the allotments shop. This copy can be inspected by tenants on request but must not leave the shop.

1. DEFINED TERMS

The following defined terms apply in this Agreement

- 1.1. **"The Council"** means Silsoe Parish Council and includes any representative or officer of the council
- 1.2. **"The Club"** or **"SWGC"** means Silsoe Waterslade Gardeners Club and includes any committee member or officer of the club
- 1.3. **"Rules"** or **"Agreement"** means this Agreement and the rules set out in it
- 1.4. **"Allotment"**, **"Allotment plot"** or **"plot"** means the area of land which is let to the Tenant pursuant to this Agreement
- 1.5. **"Tenant"** means the person named in either this Agreement or an earlier tenancy agreement, who holds the tenancy of a plot and whose details are set out above
- 1.6. **"Site"** or **"Allotments site"** means the entire area of land owned by the Council and managed by SWGC comprising allotment plots, paths, trackways, buildings, gates, hedges, trees, boundaries and water supply.
- 1.7. **"Rent"** means the annual rent payable for the Tenancy or plots and all amenities provided with the plot or plots together with a membership payment to SWGC as notified by the Club to the Tenant from time to time
- 1.8. **"Tenancy"** means the tenancy of a plot or plots, together with access to all amenities provided with the plot or plots pursuant to the terms of this Agreement

2. THE AGREEMENT

- 2.1 This Agreement is made on the **11th** day of **April 2026** (or thereabouts) between:
Silsoe Parish Council (hereinafter called the Council) represented by the undersigned Committee Member of **Silsoe Waterslade Gardeners Club** (SWGC) acting as its Agent; **and**

Name	Ivan Allotment
Address	1 Allotments Place, Silsoe
Postcode	MK45 4PC
Telephone (Mob)	01234 567890
Telephone (Land Line)	N/A
Email	ivan.allotment@gmail.com
Deposit Paid	£31.50 (£25.00 Parish Council - £6.50 club membership)

- 2.2 The Council agrees to let and the Tenant agrees to rent on a yearly basis from 30th September **2025**, plot(s) number(ed) **49AD** in the register of the Waterslade Allotments maintained by SWGC on behalf of the Council and containing **5.0** poles or thereabouts, subject to the exceptions and reservations of this Agreement
- 2.3 The Tenant agrees to pay the Rent in accordance with clause 4.2.

3. RULES AND DEPOSIT

- 3.1 The Tenancy is subject to the Rules and to the Allotments Acts and is granted subject to a deposit as specified by the SWGC Committee, being paid by each Tenant, depending on the size of the plot.
- 3.2 The deposit is to be paid at the commencement of a Tenancy and held by the Club or Parish Council for the duration of the Tenancy.
- 3.2 The deposit may be refunded at the Club's discretion on termination of the tenancy and subject to compliance with this Agreement, provided the plot is left tidy and weed free.

4. RENTAL PERIOD

- 4.1 The rental period shall commence on the date stated in clause 2.1 and end on the following 30th September at which time the Tenancy will automatically renew for the following 12 months unless it is terminated in accordance with this Agreement.
- 4.2 The annual rent shall be paid **in arrears** and become payable within 30 days of written notice being sent or emailed to the Tenant at the above address on or around the 1st October in each year.

5. TERMINATION OF TENANCY

The Council or the SWGC Committee may terminate the Tenancy:

- 5.1 if the Tenant is in Rent arrears of more than 30 days from the service of the notice referred to in clause 4.2 by serving a written or email notice on the Tenant at the address stated at the beginning of this Agreement.
- 5.2 If in the opinion of the Council or SWGC committee, the Tenant is not observing the terms of this Agreement, or maintaining, or using their plot according to this Agreement and the Club or Council has served written or email warnings and/or a final notice on the Tenant setting out their non-compliance with this Agreement and giving the Tenant a reasonable amount of time to remedy that non-compliance.
- 5.3 For any reason by giving a minimum of 30 days' notice in writing or by email to the Tenant. The Tenant may remove growing crops, tools and equipment during that 30 days if they wish to do so.
- 5.4 If the Tenant receives a final notice pursuant to clause 5.2 then they will be required to vacate their plot within 14 days of the date of that final notice.
- 5.5 The Tenant may terminate the Tenancy at any time by giving written or email notice to a Committee Member of the SWGC or the Parish Clerk. Any outstanding Rent for the Tenancy period must be paid.
- 5.6 **NOTE: PLOTS MUST BE USED. IF THE TENANT DOES NOT USE THE PLOT AND LEAVES IT UNTENDED FOR MORE THAN 12 CALENDAR MONTHS, THE CLUB WILL TAKE THE PLOT BACK AND RENT IT TO SOMEONE ELSE. In this instance the deposit will be retained.**

6. RECOVERY OF EXPENSES

- 6.1. Upon termination of this Agreement, the Council or SWGC Committee may, at its discretion, withhold all or part of the Tenant's deposit to cover any unpaid Rent or to cover costs or expenses incurred by the Club in relation to the clearing and reinstatement of the plot(s) if, in the Club's opinion it is not yielded up in a good state of cultivation or clean condition.

7. SWGC MEMBERSHIP

- 7.1. All Tenants are required to be members of Silsoe Waterslade Gardeners Club.

8. OBLIGATIONS - THE TENANT SHALL:

- 8.1 Be the primary user of the plot and therefore responsible for all activities, including health and safety matters, on their plot.
- 8.2 Manage and cultivate the plot in accordance with the best practice, so as not to deteriorate the plot, but continuously to improve it. **This includes effective control of weeds throughout the rental period.**
- 8.3 Use the plot for the purpose of an allotment garden activities only and not assign, sublet or part with possession of the plot, or any part thereof.
- 8.4 Keep the plot free of hazards including, but not limited to, broken glass, scrap metals or chemicals and their containers, etc.
- 8.5 Ensure that any bonfires are contained and that the smoke does not interfere with passing traffic or cause nuisance to adjacent residents or allotment holders. Bonfires must not be left unattended.
See clause 9.28. BONFIRES ARE BANNED DURING EXTENDED PERIODS OF DRY WEATHER
- 8.6 Notify the Club/Plot Manager of any incidents or problems with vermin on their plot or on the site.
- 8.7 Avoid causing noise pollution that may disturb other tenants
- 8.9 Lock any gate whenever the site is entered or left.
- 8.10 Observe and perform any other conditions which the Council or Club consider necessary from time to time to preserve the plot from deterioration.
- 8.11 At the termination of the Tenancy yield up the plot in a good condition. This includes effective clearance of weeds, and removal of all items such as tools, compost bins, raised beds, paving slabs, netting frames and waste or debris of any kind from the plot. This must be done within 14 days of handing the plot back. Please refer to clauses 5.1 to 5.6 regarding termination of the tenancy.

9. OBLIGATIONS - THE TENANT SHALL NOT:

- 9.1 Use any part of the plot or site in connection with a trade or business. This is prohibited by law under the Allotments Act 1922.
- 9.2 Do or suffer anything to be done which will be in breach of the Town & Country Planning Acts.
- 9.3 Drivers of vehicles shall not exceed the 5 mph speed limit anywhere on the site.
- 9.4 Erect barriers around their plot in the form of hedging, fencing, walls or gates.
- 9.5 Install fixed play equipment such as a swing, seesaw or trampoline anywhere on the site
- 9.6 Keep any livestock on the site. This includes, but is not limited to, rabbits, chickens and bees.
- 9.7 Set snares, lay poisoned bait or use any type of animal or bird trap anywhere on the site.
- 9.8 Bring any firearm including, but not limited to, shotguns, air rifles or air pistols onto the site.
- 9.9 Bring barbed wire, razor wire or similar on to the site.
- 9.10 Attach hosepipes, greater than 1 metre in length, or alter the water fitting to the site's water supply.
- 9.11 Keep inflammable material such as (but not limited to) petrol or oil on site.
- 9.12 Erect buildings, fabricate permanent horticultural structures such as sheds, greenhouses or polytunnels.
- 9.13 Erect temporary structures, such as netting frames, that exceed 2 metres in height.
- 9.14 Remove, modify, interfere with or change any padlocks, fences, gates or security systems.
- 9.15 Duplicate, loan or share any keys or codes to any of the site gates.
- 9.16 Create a pond, ponds, or feature which could be interpreted as a pond e.g., a "water feature".
- 9.17 Stay on the site overnight.
- 9.18 Park any vehicle permanently on the site, or leave any vehicle, including caravans, motorcycles, camper vans or trailers on the site overnight.
- 9.19 Bring heavy commercial or agricultural vehicles such as lorries and tractors onto the site.
- 9.20 Obstruct pedestrian or vehicular access on paths and trackways.
- 9.21 Remove, modify or change the direction of any paths between plots or road trackway.
- 9.22 Cut or prune any tree or other timber without permission.
- 9.23 Plant any tree or bush apart from soft fruit bushes.
- 9.24 Take away or sell any soil, mineral, gravel, sand or clay. Soil must be removed from weed roots and be returned to the allotment plot before weeds are disposed of.
- 9.25 Keep any allotment waste such as unwanted netting and other discarded items on the site.
- 9.26 Bring any domestic, industrial or agricultural waste onto the site, including, but not limited to, tyres, carpets, flooring, asbestos, discarded furniture, household appliances, bathroom fittings, rubble, contaminated waste and toxic substances. This includes food waste, which encourages vermin.

- 9.27 Dump ANYTHING (including green waste) on vacant allotment plots or other parts of the site. All waste, including green waste must be removed from the site.
- 9.28 Burn any household waste or other man-made materials on site.
- 9.29 Use any poisons or chemicals which could affect the fertility of the soil. No chemicals, pesticides or herbicides may be stored onsite at the allotments.
- Tenants must read clauses 12.1–12.3 on pesticides and weedkillers in this Agreement.**
- 9.30 Use any kind of verbal or physical abuse against anyone on the site.
- 9.31 Bring illegal narcotics onto the site. This includes, but is not limited to Cannabis, MDMA(Extasy), Cocaine
- 9.32 Enter onto any other plot at any time, unless under emergency circumstances.
- 9.33 Tenants shall not remove produce or plants from another plot without the express permission of the relevant plot holder.

10. CHILDREN ON THE SITE

- 10.1 The children/grandchildren/friends of allotment Tenants are allowed on to the site but must be supervised by a responsible adult at all times.
- 10.2. Children must not stray onto any plot other than that of the Tenant who is supervising them, unless invited to do so by the Tenant of that plot, who must be present at the time.
- 10.3. Children must not remove crops or flowers from any plot other than that of the Tenant who is supervising them, unless invited to do so by the Tenant of that plot, who must be present at the time.
- 10.4. Children must not play with the site water taps.
- 10.5 Ball games on the allotment site are not allowed.
- 10.6. In the interest of child safety, it is preferred that children do not ride bicycles on the site.

11. DOGS

- 11.1. Dogs are to be always kept on leads.
- 11.2. All traces of dog excrement must be removed from the site and disposed of responsibly

12 PESTICIDES AND WEEDKILLERS

- 12.1. Only commercially available pesticides available from the club shop should be used.
- 12.2. Only herbicides available from the club shop should be used.
- 12.3. Irresponsible use of pesticides and herbicides will be taken very seriously and may lead to the termination of a tenancy.

13. RISK

- 13.1. All adults, children and dogs enter the site at their own risk.
- 13.2. Neither SWGC or Silsoe Parish Council will accept any liability whatsoever for any injury that occurs on site, howsoever caused.

14. LOSS AND DAMAGE

- 14.2. Neither the Club or the Council are liable for any loss or damage to Tenant's property, tools, vehicles or crops.

15. HARASSMENT AND ANTISOCIAL BEHAVIOUR

- 15.1. Harassment is considered to be any unwelcome physical, verbal or non-verbal conduct, and will not be tolerated.
- 15.2. The Tenant and any invited co-workers or visitors must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
- 15.3. If a Tenant suffers harassment on the site, then they should, whenever possible, in the first instance tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

- 15.4. As a last resort, if the problem cannot be solved by discussion between the parties involved, the Tenant should refer the problem to the Club committee, presenting any evidence they have such as photographs or witnesses.
- 15.5. Neither the plots nor the site may be used for any illegal or immoral purposes and tenants must observe all relevant legislation or codes of practice relating to the activities they carry out anywhere on the site.
- 15.6. Any serious offence such as physical violence, vandalism or theft should be reported to the police immediately. Offences have to be reported by the victim-the club cannot do this on your behalf. For serious crimes in progress dial 999, for less urgent matters ring 101 or use the online form. Tenants must then inform the club of what has happened.

16. AUTHORISED PERSONS

- 16.1. **The site is not a public space** - Only the named tenant, and friends or relatives who have been invited by the tenant are allowed onto the site **AT THE DISCRETION OF THE CLUB COMMITTEE**
- 16.2. "Communal Plots" are not permitted by Silsoe Parish Council
- 16.3. **"Gatherings", barbecues, etc that have not been organised by the club are NOT permitted**
- 16.4. **Alcohol is only allowed on the site at authorised club events, and only when provided by the club**
- 16.5. If an invited visitor breaches the rules then the Tenant will be held responsible for that breach.

17. PRIMARY USER

- 17.1. The named Tenant shall be the primary user of the plot and will be held responsible for all activities and matters regarding health and safety on their plot.
- 17.2. The Tenant shall be responsible for the health and safety of their visitors on the site.
- 17.3. Partners, friends or relatives may help with cultivation of the plot, provided that they have been invited to do so by the Tenant. Please refer to clause 16.2.
- 17.4. Partners, friends or relatives have no automatic right to assume tenancy of the plot following the death of the Tenant or if the Tenant surrenders the plot for another reason. Following bereavement, a discussion with the club will be initiated and a decision will be made in due course. The club's decision will be final and non-negotiable.

18. VEHICLE PARKING

- 18.1. Only Tenants and persons invited to assist them tend a plot are permitted to bring vehicles onto the site but must not block trackways, or park in such a way that impedes other tenant's vehicles.
- 18.2. Others may park ONLY if they are visiting the shop.

I the undersigned agree to the conditions of the Tenancy and the Rules by signing below.
 I agree that the Council or its Agent may process my personal information for statutory purposes and to enable correspondence with me. I have the right to request modification of my information which you keep on record e.g., change of address

Signed Tenant:

Print Name:

Signed for the Council:

Print Name: **Peter Virgo**

Date: 11th April 2026 or thereabouts. (SWGK Committee Member who is signing this agreement confirms receipt of the deposit). The main contact for allotments is the appointed SWGC Plot Manager. petervirgo@fastmail.co.uk

It is important that you, the Tenant, inform the SWGC Membership Secretary of any change of address, email or tel no.
Copies

- 1 signed copy of this Agreement is to be retained by SWGC on behalf of Silsoe Parish Council.
- 1 signed copy of the Agreement is to be retained by the Tenant.

Addenda – Wasp's nests

Active wasp's nests must be dealt with and cannot be ignored.

If the nest is within the plot, this is the responsibility of the tenant.

If the nest is in a communal place e.g. the car park or a trackway, it is the responsibility of the club