

THIS AGREEMENT is made the 1st day of September 2026.

BETWEEN

(1) Thomson Terrace Allotments C.I.C
of

The Shed
Kempson Crescent
Oxford, OX4 4QE

("the Association") and

(2) «Members»

of

«Address»
Mobile: «Phone»
Email: «email_»

("the Tenant")

Initial

NOW IT IS AGREED as follows

1. Definitions and Interpretation

- 1.1. "Allotment Site" has the meaning given in the Lease
- 1.2. "Council's Site Rules" means the rules attached to the Lease or such additional or replacement rules as may be agreed by the Council and the Association from time to time
- 1.3. "Lease" means the lease made between Oxford City Council and the Association
- 1.4. "Superior Landlord" means Oxford City Council
- 1.5. 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.
- 1.6. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.7. 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 situate at Thomson Terrace Allotments C.I.C. ("the Allotment Site") being
Plot No. «Plot_number»
- 2.2. ("the Allotment Garden") designated as a **«Poles»**-pole plot and **5**-pole plot respectively in the register of allotment gardens maintained by the Association.

3. Tenancy and Rent

3.1. The Allotment Garden shall be held on a yearly tenancy from the date of this Agreement at an annual rent of £5/pole and a £1/pole water trough repair/replacement fee of **«Total»**respectively (**£90.00 total**) which is payable to the Association by the Tenant on the 1st of September each year ("the Rent Day") over which this Agreement may extend.

3.1.1. New tenancies begun between 1 September and 31st May pay the full annual rent.

3.1.2. New tenancies begun between 1 June and 31st August pay the annual rent set for the following year that covers the fifteen-month period.

3.1.3. New tenancies begun after 1 September pay additional fees:

Membership: £1

Key: £10

Existing Shed, Polytunnel on plot:

£10/Structure:

Total:

3.2. Rent increases for the following year are agreed at the AGM following rent day and posted on the website. Two months' notice (which may be by email or by letter and the formal notice provisions at clause 9 do not apply to such notice) of any rent increase will be given by the Association to the Tenant to take effect from the following Rent Day.

3.3. Under the Association's Fair-Use Water Policy, the Tenant is required use "Rainwater First" as primary water for the Allotment Garden. The Tenant agrees to install and utilize the following required minimum rainwater storage capacity identified in the Fair-Use Water Policy on each plot by 31st August 2027.

3.3

3.3.1. **Plot «Plot_number»: 1,800 Litre Storage-5m2 Catchment** Required Minimum Rainwater Storage Capacity/Catchment

3.3.2. **Plot 115A: 800 Litre Storage-3m2 Catchment** Required Minimum Rainwater Storage Capacity/Catchment

3.4. Mains water supply for young plants and seedlings shall be included in the rental charge. Failure to install and utilized required minimum rainwater storage capacity on each plot by 31st August 2027, the Tenant agrees to pay the following Annual Water Surcharge by 1 September 2027 for the cost of additional water use.

3.4

3.4.1. **Plot «Plot_number»: £40.00** Additional Water Surcharge due 1 September 2027 if fail to install minimum water storage capacity by 31 August 2027.

3.4.2. **Plot 115A: £20.00** Additional Water Surcharge due 1 September 2027 if fail to install minimum water storage capacity by 31 August 2027.

3.5

3.5. The Tenant agrees to participate in **4** required two-hour work events to contribute to the upkeep of the Allotment Site. The number of required events are based upon the Tenant's total plot poles.

3.6. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

3 Prohibition on Underletting

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.)

4 Conduct

- 5.1 The Tenant must comply with the Council's Site Rules and allow access to the Allotment Garden in accordance with the Council's Site Rules including to remove or cut back any tree in accordance with the Council's Site Rules.
- 5.2 The Tenant must comply with any additional rules issued by the Association from time to time ("the Association Additional Rules") provided that if there is any inconsistency between any of the provisions of the Council's Site Rules and the provisions of the Association Additional Rules, the provisions of the Council's Site Rules shall prevail.
- 5.3 The Tenant must comply at all times with the Constitution of the Association from time to time.
- 5.4 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Garden and (where relevant) the Allotment Site contained in the Lease (except the covenant to pay the Lease rents).
- 5.5 Copies of the Council's Site Rules, the Association Rules (if any), the Constitution and the Lease are attached or have been sent to the Tenant and the Tenant confirms that prior to signing this Agreement, he has read them.

6 Termination of Tenancy

The tenancy of the Allotment Garden shall terminate:

- 6.1 automatically on the Rent Day next after the death of the Tenant, or
 - 6.2 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
 - 6.3 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
 - 6.4 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
 - 6.5 by the Tenant giving the Association 28 days' notice in writing, or
 - 6.6 by re-entry if the rent is in arrears for not less than 40 days, or
 - 6.7 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - 6.8 by re-entry if the Tenant becomes bankrupt or compounds with his creditors.
- 7 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 Change of Address

The Tenant must immediately inform the Association of any change of address, email or other contact details.

9 Notices

- 9.1 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 email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.
- 9.2 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.
- 9.3 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.
- 9.4 A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the 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.

10 Tenant's covenant with Superior Landlord and Contracts (Rights of Third Parties) Act 1999

The Tenant covenants with the Superior Landlord and its successors in title in their own right to observe and perform:

- 10.1 the tenant covenants in this Agreement and any document that is collateral to it; and
- 10.2 the tenant covenants in the Lease and any document that is collateral to it that apply to the Allotment Garden and (where relevant) the Allotment Site (except the covenant to pay the Lease rents).
- 10.3 Save for the Superior Landlord, a person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

Signed by Kathy O'Donnell
on behalf of the Association

1 Sept 2026

Secretary

Signed by the Tenants

«Members»

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