

# HARTLEBURY PARISH COUNCIL

## ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT is made on DATE, between Hartlebury Parish Council (the Council) and NAME (the Tenant), whereby the Council agrees to let, and the Tenant agrees to hire on a yearly tenancy the Allotment Plot numbered .., in the Register of Allotment Gardens held by the Council at a yearly rent of ..... payable in advance, payment can be made by cash or bank transfer using your plot number as reference. Bank details: - Unity Trust Bank, account name: - Hartlebury Parish Council, sort code 60-83-01, account number 20485883. Payment must be made on 1<sup>st</sup> April 2025, and within 28 days from date of invoice, any tenant that has failed to pay in full within 28 days is an indication that the tenant wishes to give up the allotment tenancy.

A proportionate rent for any part of a year will be agreed by Council and Tenant. This is a legal document between the Council and the Tenant. The Tenant shall read and agree to comply with all terms and conditions of the tenancy by signing two of these documents, both to be returned to the Council for signing, one document will be returned to you the Tenant. The Council reserves its right to change the allotment rules from time to time and will make such changes known to tenants in advance in an appropriate manner via the Council's Website and the Council's Allotment Representative. The allotments are for Hartlebury Parish residents aged 18 years of age and over, if lack of interest in the parish for empty allotment plots, they will be advertised outside of the parish.

1. The tenant shall use the allotment plot only for the purpose of growing fruit, vegetables, herbs, and flowers for domestic use.
2. The tenant shall keep the allotment plot clean, in good condition, free from seeding weeds and in a good state of cultivation and fertility. The Tenant must within the first three months of the tenancy demonstrably tend the allotment plot by commencing cultivation on at least 25% of the allotment plot. After three months it must be seen that the allotment plot is regularly tended and showing signs of progress. The Council will send a "Notice to Improve" as necessary.
3. The tenant shall ensure fence lines are maintained and kept clear of weeds and any sapling tree these latter being removed at an early stage. The tenant shall not use carpet, underlay, tyres, and asbestos to suppress weeds. Fences must be no higher than 1.2m. Barbed, razor or similar wire must not be used anywhere around the allotment plot/site. Any hedge that the tenant plants around their allotment plot must be kept properly trimmed and cut and must not exceed 1.2m in height.
4. Where the tenant uses chemical agents; Any pesticide must comply with current legislation regarding their use and storage. Only products that are legally available for sale in the UK market are to be used and must be used by the manufacturer's recommendations. All Chemicals/Pesticides must be labelled and stored in a tenant's own shed or preferably removed from site when not in use. When any spraying takes place, it must not drift onto paths or other tenants' allotment plots and cause no harm to humans, animals, birds, or other wildlife.
5. The tenant shall be permitted to plant only trees of dwarf root stock. In any event, no tree shall exceed 3m in height or spread and must be trimmed/pruned accordingly. Branches must not overhang, cause shade nor compete for water with neighbouring allotment plots.
6. The tenant shall not erect any permanent structure on the allotment plot. The erection of a temporary structure such as a shed or polytunnel is permitted with the Council's permission, which will not be unduly withheld. The tenant shall keep any building or structure on the allotment plot in good and safe repair. Sheds must be no larger than 2.5m x 2m. Polytunnels must be not larger than 4m x 3m. Greenhouses must not be larger than 2.4m x 1.8m. Greenhouses with un-toughened glass and sheet glass in frames are not permitted for safety reasons on the site. (existing structures may remain). The maximum area of the allotment plot to be covered by such structures is 25%. Sunken baths or deep ponds are not permitted on any allotment plot due to health and safety reasons. Small fenced off shallow ponds will be considered by application to the Council. The tenant may not erect or place any children's swings, climbing frames, slides,

paddling pools or similar on the allotment plot without the written consent of The Council.

7. The tenant will not deposit or allow persons to deposit on the allotment plot any rubbish or decaying matter (except manure and compost) and not deposit rubbish of any sort, including household waste and scrap metal, on any other part of the allotment site. Open bonfires are not permitted on the site. Small occasional fires (in an enclosed dustbin/oil drum/brazier type incinerator) will be permitted to tidy up weeds and non-compostable material, but these must not cause nuisance or annoyance to other allotment plot holders and nearby residents. Gas stoves, ovens, wood burners and accelerators are strictly prohibited on the allotment plot/site. Barbeques are allowed but must be always attended to.
8. Due to the landowner's covenant, the tenant shall not keep any livestock on the allotment plots. Dogs must always be kept on a leash or under close control and must not cause nuisance or annoyance to other allotment plot holders and nearby residents. Tenant's dog faeces must be cleared up immediately.
9. The tenant must not erect any notice or advertisement on the allotment plot. The allotment plot number must be displayed in a prominent location.
10. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or obstruct any path set out by the Council for the use of the occupiers of the allotments. This includes entering another's allotment plot without permission.
11. The tenant shall not underlet, assign, or part with the possession of the allotment plot or any part of it, without the written consent of the Council. The tenant may, if desired, register a co-worker by writing to the Council for agreement. The tenancy can be reassigned to a co-worker two years after such agreement on application to the Council, subject to a new tenancy agreement being signed. The tenant shall not use the allotment plot for the purpose of any trade or business. The storage of commercial equipment is not permitted.
12. The tenant must comply with UK Health and Safety laws and exercise a "Duty of Care" towards themselves, other tenants, and the general public. The tenant is responsible for the provision of adequate and appropriate public liability insurance in respect of their personal liabilities associated with operating the allotment plot. The Council shall accept no liability in respect of any claim. All vehicles are left at owners' risk. The site speed limit is 5mph.
13. The tenant shall, as regards the allotment plot, observe, and perform all conditions and covenants contained in the lease under which the Council holds the land.
14. The tenant shall ensure that all children brought onto the allotment site are accompanied and supervised at all times by the tenant. Children must stay on the tenant's allotment plot and not be allowed to roam around the site.
15. The tenant shall not damage or allow damage to be caused to the vehicle track, paths and gate or cut/ prune or remove any hedges or trees outside of the boundaries of their plot that belongs to the Council. Any damage caused by a tenant to Council property will be issued with 30 days' notice to undertake repairs, failure by tenant to repair will result in the Council undertaking the repairs and charging the cost to the tenant. The Council shall be responsible for the management of the field, surrounding hedge, gates, and vehicle tracks. Tenants must not inform third parties of the gate lock combination numbers and not leave the combination visible in the lock. The gate must be locked shut when no tenant is present on site.
16. Any member or officer of the Council shall be entitled at any time to inspect the allotment plot. Such inspection will not cause damage to the tenant's crops or property. The Council will liaise with the tenants' agreed representative(s) concerning management of the site.
17. The Council condemns all forms of discrimination, harassment, or victimisation. The Council will take action against anyone who threatens, assaults, or victimises any tenant, visitor or any member or officer of the Council on the site.
18. In the case of a dispute between the tenant and any other occupier of an allotment plot the matter shall be referred to the Clerk to the Council. Disputes with the Council shall be managed through the Council's published procedure.

19. All tenants will be asked in November of each year if they intend to continue with the allotment plot for the following year. The rent currently in force will be subject to annual review in September by the Council. The tenant must give in writing notice of change of name, address, phone number and email address within one month of such change.

20. The tenancy of an allotment plot shall be terminated for the following reasons.

Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year when the cancellation is at the request of the tenant.

It may also be terminated by the Council after one month's notice:

- a) if the rent is in arrears for more than 28 days OR
- b) if the tenant is not duly observing the rules affecting the allotment plot, or any other term or condition of the tenancy. The Council will send a letter of termination.

Routine plot inspections will be carried out twice a year in March and September. Failure to maintain your plot to a satisfactory standard will result in one warning letter being issued by the Council requiring improvements to be in place within 28 days. If upon this follow up inspection, the Council considers that necessary improvements have **not** taken place, a notice of immediate termination of tenancy will be issued.

21. Unless otherwise agreed, the tenancy will terminate three months after a tenant's death. The Council will reassign the tenancy to a surviving relative on application, subject to a new tenancy agreement being signed.

22. If the tenant is in breach of any of the above clauses or on account of the tenant becoming bankrupt, the Council may re-enter the allotment and the tenancy shall at that point 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.

23. The tenancy may also be terminated by the Council by giving twelve months or more notice to quit. This must expire on or before 6 April, or on or after 29 September in any year. The Council has the power of re-entry after 3 months' notice if the land is required for "building, mining or any other industrial purposes, or for roads or sewers necessary in connection with any of these purposes."

24. The termination of the tenancy by the Council, in accordance with clause 20, or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

25. The allotment plot must be returned in such condition as shall be in compliance with the agreements herein contained. The Council is entitled to compensation if a tenant has allowed the allotment to deteriorate. The Council may dispose of any building structure or other items left on the allotment plot after one month.

Signed on behalf of the Council - Hartlebury Parish Chair. .... Dated: .....

Payment received date ..... Payment received amount.....

Plot number..... Signed by Tenant: ..... Dated.....