This is the 2019 edition of the Tenancy agreement and Rules and Regulations of Tenancy for Hedge End Town Allotment Tenants and is the version which all Tenants should now adhere to.

If you require further information on any of the rules and regulations, please contact HETC office on 01489 780440.

We have set out to provide every tenant with a clear understanding of what is required of them as allotment Tenants of HETC. We would appreciate your help, support and co-operation in ensuring your use of the allotment complies with the rules, regulations and associated guidance.

Hedge End Town Council would like to wish you a successful and happy year of allotment gardening.

Thank you

Hedge End Town Council
Hedge End Town Council Allotment Hire Agreement

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT
made on this day of ............

BETWEEN
Hedge End Town Council (Landlord)

AND

.......................... (Tenant)

WHEREBY
The Tenant agrees to hire the following allotment plot on an annual tenancy.

From ....................... to ..........................

LOCATION .................. PLOT REFERENCE ............... ANNUAL RENT £............

Plot Allocation

1. Plot allocation is one per household, however this may be increased to two per household subject to availability and at the discretion of the Landlord acting through the Town Clerk, Operations Manager or Office Manager.

2. To be eligible for an allotment plot, a person must be at least 18 years old. No person under the age of 18 years of age is allowed on site, unless accompanied by an adult.

3. When someone confirms their wish to commence a new tenancy, they will be asked to sign a Tenancy Agreement and pay the rent on that plot, prior to being allowed to start work on the plot.

4. All plots are let on an ‘as seen’ basis and the Landlord is not responsible for any works which may be required after acceptance.

5. Non-residents i.e. those living outside the boundary of Hedge End, may hire allotment plots at an increased hire rate (double the annual parishioner rate). Please note - As of April 2020, this will apply to all current non-resident Tenants and be payable on renewal of the Tenancy agreement.
6. **Please note** - From 2020 and onwards all current Tenants will be expected to pay a £30 deposit (if not already paid) at the time of renewal, to be retained by the Landlord if the hired plot requires clearing of rubbish, rubble, structures, excess vegetation or other debris at the end of the tenancy.

**Allotment Rules and Regulations of Tenancy**

The following are special conditions affecting the Allotment Garden(s) and are accepted as terms and conditions and endorsed by the Tenant within the main body of the Allotment Agreement.

1. All new Tenants will be expected to pay a £30.00 Deposit, to be retained by the Landlord if the hired plot requires clearing of rubbish, structures or excess vegetation at the end of the tenancy.

2. Allotment renewals must be received and paid between 1st April and 15th April of the given year to secure the current plot.

3. The rent is non-refundable. The deposit will be refunded at the end of the Tenancy subject to adherence to the Tenancy agreement.

4. The Landlord reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.

5. The Landlord retains all rights and powers over the land.

6. This tenancy agreement can only be held in one name. If a plot is shared with family, the Tenant must be present on site at least 50% of the time and the Tenant will need to make sure that the Landlord has the contact details of whoever is sharing.

7. Tenancies are non-transferable.

8. Terminated or vacated plots must have all belongings removed within 7 days.
9. The WC facilities on site will be locked for three months of the year from 1st December and opened 1st March, providing there is no risk of freezing weather. The Tenant must ensure that the WC facilities are always left in a clean condition.

10. Skip hire can be arranged at cost to the Tenants. This would require authorisation from the Landlord.

11. No permanent bases are to be constructed and no concrete to be used to secure posts etc.

12. Erection of a greenhouse will require authorisation from the Landlord.

13. Tenants may have one shed per plot, this must not exceed 6’ x 4’ in size. Erection of a larger shed will require authorisation from the Landlord.

14. Polytunnels may be erected subject to approval of the Landlord acting through the Town Clerk, Operations Manager or Office Manager. Additional details will be required prior to authorisation including design, location and construction.

15. The Polytunnel is erected entirely at the Tenants’ risk, it must be firmly secured to the ground and its stability checked at least once a month. The Tenant is fully responsible for any damage caused by the Polytunnel whether by climatic conditions or poor installation/maintenance. The Landlord accepts absolutely NO responsibility for the maintenance, upkeep or safety of the Polytunnel.

16. Polytunnels MUST be removed when the plot is vacated, failure to do so will result in loss of deposit.

17. The Tenant confirms that there will be no fly tipping of any materials, arisings or rubbish from allotments, from off site or anywhere else on the allotment site. Failure to comply with this may lead to immediate termination of tenancy.

18. The Tenant must ensure that the allotment identification marker remains on site in a visible position. It is the responsibility of the Tenant to ensure the sign is maintained and visible.

19. Plots will be monitored and inspected frequently to determine cultivation, in the event of non-cultivation a warning letter will be issued giving 4 weeks to comply
with the Tenancy agreement. If non-cultivation is due to circumstances outside your control, please inform the Landlord as soon as possible.

20. If the plot is cultivated within the aforementioned time frame and hire continues there will be no further action taken by the Landlord.

21. If the cultivation standard of the plot has not improved a final warning letter will be issued and if after 14 days adequate cultivation has not taken place a Termination Notice will be issued, and the Tenant must vacate the plot and remove all non-consumables. Any works, undertaken by the Landlord, following the vacation of a plot, will be charged to the former Tenant and/or Deposit forfeited.

22. At least 75% of the plot must be cultivated (the ground to be prepared, planted and growing harvesting crops/flowers) and the remainder cut down and free from weeds. The plot must appear maintained. From the start of the tenancy agreement the Tenant is permitted two months in which enforcement for non-cultivation is not applicable.

23. Only the designated plot is to be cultivated and no Tenant is to encroach into any adjoining paths or tracks.

24. Tenants must not remove anything from a vacant plot, including sheds, greenhouses, plants, crops, etc. unless given permission by the Landlord.

25. Tenants must not cause any nuisance to other Tenants or neighbouring properties. Abusive or threatening behaviour will not be tolerated on site. Failure to comply with this may lead to immediate termination of tenancy.

26. All Tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

27. The combination lock code must not be given to any non-allotment holders. Failure to comply with this may lead to immediate termination of tenancy.

28. Allotment plots cannot be sublet. By subletting the Landlord means; if a plot is wholly being worked by someone different than the named Tenant. The named Tenant must be present on site at least 50% of the time.
29. Fencing is optional however if Tenants wish to secure their plot then this must be chicken wire (or similar mesh fencing), the cost and maintenance of which, to be at the Tenants’ expense.

30. Plots must not be used for any trade or business purposes.

31. Always inform the Landlord of a change of address, or Email contact.

32. It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.

33. Pedestrians always have priority use of allotment tracks and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely. Drivers must limit their speed to 5 mph.

34. The Landlord reserves the right without notice to prohibit vehicular access (both temporarily and permanently) onto sites, if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e. theft or fly-tipping) or for the safety of Tenants.

35. Vehicle access to the site is weather dependant. Tenants drive their vehicles on site at their own risk. The Landlord takes no responsibility for removing stuck or immobile vehicles.

36. Tenants are requested to park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and persistently block paths will be issued with a warning.

37. Access to other plots is strictly prohibited unless permission has been given to do so by the respective Tenant or the Landlord. Children on-site should be supervised and not allowed to stray onto other allotments.

38. The use of tyres or depositing of tyres is strictly prohibited on site and will be removed at the Tenants’ expense.
39. The Tenant must not use a sprinkler to water crops. Water must be used sparingly, with the use of hand-held hosepipes to water crops and water butts only. There may also be restrictions of water usage from time to time. Any Tenant who the Landlord considers to be using excessive quantities of water or is seen to consistently monopolise the water supply to the detriment of other Tenants, will be issued with a warning.

40. Dogs are permitted on site, providing they are kept strictly under control and only kept on the Tenants’ plot. Dog fouling must be collected and disposed of off-site.

41. Herbicides and pesticides - please consider alternatives whenever possible. In recent years there has been a growing interest amongst gardeners in organic methods to avoid the possible harmful effects of chemical residues. If you must use herbicides and pesticides, please be sure to follow all the safety instructions. Any use of chemicals must be done when there is no wind, and all sprays must be kept inside your plot. Damage to paths is a serious offence, the grass stabilises and holds the paths together. Damage to nearby plots is also a serious offence. Either offence may lead to termination of the tenancy. The Landlord accepts no responsibility for use of herbicides and pesticides within the leased allotment plots.

42. All chemicals must be kept in a secure location as per manufacturers’ recommendations.

43. The use of carpets as a weed suppressant is strictly prohibited, due to the chemical contents and non-biodegradable nature of such items.

44. The Tenant must compost green waste on the plot and one way of doing this would be to have a compost bin, however this must not encroach upon any paths.

45. Cultivating wildflower crops is strictly prohibited.

46. No planting of ornamental trees. Fruit bushes and fruit trees must be compact and of a small growing variety, the Tenant must also maintain the area around them.

47. The Tenant shall not keep any animal including chickens/fowl or insect on the allotment garden. Bees hives are not to be kept within the allotment site.

48. The Tenant must not deposit, burn or store rubbish on site.
49. Bonfires are only permitted during the months of November, December, January and February and strictly prohibited the rest of the year. Bonfires can cause a nuisance, they must not be left unattended and it is recommended to only burn dry materials on suitable days.

50. Bonfires must be restricted to no more than one cubic metre in size or contained in a metal brazier/incinerator in (or there about) the centre the plot. Suitable methods to extinguish fires must always be available, i.e. water or sand, this is the Tenant’s responsibility, if this is not available then no burning should take place.

51. Only organic material, i.e. perennial weeds, diseased plants or untreated wood may be burnt.

52. The burning of the following materials is strictly prohibited and could lead to immediate termination of tenancy and referral for prosecution under the Environmental Protection Act 1990. Any material producing black smoke, i.e. rubber, plastics, foam, paint, any material originating from outside the allotment site and any other material which may cause environmental damage or harm to human health.

53. Tenants who light a fire within 15.2m of the centre of a highway may be guilty of an offence under the Highways Act 1980.

54. The use of snares is strictly prohibited.

55. The Tenant is advised to keep an eye out for unfamiliar visitors to the site and not to be cautious in asking them what they are doing.

56. Tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police and the Landlord.

57. Failure on the part of the Tenant to comply with any of the Allotment rules and Terms of Tenancy may result in immediate termination of the Tenancy Agreement.

58. Failure on the part of the Landlord to not enforce any of the rules above cannot be seen as a waiver of that rule and does not in any way remove the Landlords ability to enforce the rule again in the future.
Hedge End Town Council Allotment Hire Agreement

Signed .................................(Tenant) Dated ........................................

Tenant - contact number  ............................ Tenant - Email ............................... (Required) (Required)

Signed .................................(Landlord) Dated ........................................

Authorised Officer of Hedge End Town Council

Combination lock code - ####

Contact Us

All allotment related enquiries should be directed to the Town Council offices.

You can do this:
Face to face - 2000 Centre, St. Johns Road, Hedge End, Hampshire. SO30 4AF
By telephone - 01489 780440
By email - officemanager@hedgeend-tc.gov.uk

You can also find us:
Online - www.hedgeend-tc.gov.uk/local-services/allotments/
Facebook - www.facebook.com/HedgeEndTownCouncil1/

For office use:

Rent paid – Amount .................... Method paid .............................. Date paid ............................

If applicable - £30.00 returnable deposit

Method paid .............................. Date paid ..............................

Signed ............................

LOCATION ...................... PLOT REFERENCE ......................