HURSTPIERPOINT & SAYERS COMMON PARISH COUNCIL

TENANCY AGREEMENT inc. TERMS & CONDITIONS FOR THE ALLOTMENT

A. PARTICULAR DETAILS:

1. The Allotment:	Plot: (*insert plot reference number)* at Parish Council Allotment Gardens Albourne Road Hurstpierpoint WEST SUSSEX BN6 9NR
2. The Allotment-holder:	*(insert all details)* Full name: Residential address: Tel number: Email address:
3. The Landlord:	Hurstpierpoint & Sayers Common Parish Council Trinity Road Hurstpierpoint WEST SUSSEX BN6 9UY
4. Date of start of tenancy:	*(insert date)*
5. Starting rent, per annum:	*(insert annual rent)*
6. Subscription to Hurst Allotments Association, per annum:	*(insert annual subscription)*
7. The Deposit:	*(insert amount))*
8. Approximate size of allotment:	*(insert number of 'rods')*
9. I agree I have read the attached terms & conditions: *(Please delete)*	Yes/No

A. SIGNED:

The Tenant:

Signed …….. Name …….. Date…….

The Landlord:

Signed …….. Name …….. Date…….

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B. GENERAL DEFINITIONS:

1. **The Allotment** is the space of land defined by the Reference number.
2. **The Tenant** is the Allotment-holder defined in this Agreement.
3. **The Landlord** is Hurstpierpoint & Sayers Common Parish Council, Trinity Road, Hurstpierpoint, WEST SUSSEX BN69UY
4. **Code of Conduct** is the Code which is published by the Landlord from time to time and available to all tenants.
5. **The Allotment Gardens** is the site of the collection of allotments at Albourne Road, Hurstpierpoint, WEST SUSSEX BN6 9NR
6. **Hurst Allotments Association** is the group of all tenants at the Allotment Gardens.

C. GENERAL OBLIGATIONS OF THE LANDLORD:

7. **Use of Allotment**: The Landlord shall allow the tenant to use the Allotment only for the purposes of growing flowers, fruit and vegetables for the sole use of the tenant and others in his/her household.
8. **Water supply:** The Landlord shall at all reasonable times, and unless there is a general interruption to supply outside the control of the landlord, provide a supply of water to a place in the Allotment Gardens, from which the tenant may carry containers of water for use on the Allotment. A hosepipe can be used for the specific use of filling water butts but must not be used to water the plot directly.
9. **Perimeter fence:** The Landlord shall at all reasonable times provide and maintain a fence around the external perimeter of the Allotment Gardens.
10. **Increase in Fees:** The Landlord will give three months written notice of any rod fee increase for the annual renewal in October.

D. GENERAL OBLIGATIONS OF THE TENANT:

11. **Payment of rent:** The Tenant shall pay the rent in full to the Landlord at the start of the tenancy and thereafter on 1st October of each year.
12. **Membership of Hurstpierpoint Allotments Association (HAA) and payment of annual subscription:** The tenant shall be a member of the HAA and pay the annual subscription to the landlord at the start of the tenancy and thereafter on 1st October of each year.
13. **Use of allotment:** The tenant shall use the Allotment only for the purposes of growing flowers, fruit and vegetables for the sole use of the tenant and others in his/her household and shall not trade or sell any produce grown on the allotment.
14. **Not to sub-let:** The tenant shall not sub-let the allotment to another.
15. **Change of address:** The tenant shall notify the Council of any change of address.
16. **Residential status:** The tenant shall have his/her permanent residential home within the Hurstpierpoint & Sayers Common Parish Council administrative area. If the tenant shall move outside the area then he/she shall within 3 months of moving give notice to the landlord to end the tenancy. If the tenant fails to provide proper notice then the Tenancy Deposit shall be forfeited.
17. **Prevention of nuisance:** The tenant shall not undertake any activity on the allotment which causes nuisance or annoyance to others.
18. **Condition at end of tenancy**: At the end of the tenancy the tenant shall hand the allotment back to the landlord without waste, compost, any building or structure, all growth removed and tidied. With the permission of the landlord and the HAA the tenant may leave trees or shrubs and any buildings or structures in good condition on the allotment.
19. **Provision of access:** the tenant shall permit access to the allotment by the landlord or his representative including a member of the HAA at any reasonable time.
20. **Code of Conduct:** The Tenant shall comply with the requirements of the Code at all times or may receive a notice to vacate the plot.

E. PARTICULAR PROVISIONS:

21. **Duration of tenancy:** The tenancy shall be for a period of not less that one year, but then subject to notice being served by either the landlord or the tenant.
22. **Termination of tenancy**: The tenant and the Landlord may terminate this Agreement after one year and by giving notice to the other of not less than 12 months, expiring on or before 6 April or after 29 September in any year, except as provided in clause 17 - Residential Status of this Agreement.
23. **Termination of tenancy - breach of tenant obligations**: The Landlord may give to the tenant notice of one month if the tenant is in breach of any obligations in this Agreement or the Code of Conduct.
24. **Compensation:** No compensation shall be due to the tenant if the tenancy is terminated by no less than 12 months notice, as provided in clause 22 – Termination of Tenancy. Compensation may be due to the tenant if notice is served to terminate the tenancy under clause 23 – Termination of tenancy - breach of tenant obligations. Such compensation shall be the fair value of crops growing on the allotment at the date of termination and such cost as the tenant shall give evidence of having spent on material which cannot be reasonably removed from the allotment. If the tenant has been paid or promised any compensation by the incoming tenant of the Allotment Garden, the tenant shall before claiming any compensation from the Council give their notice in writing of the matters in respect of which any such compensation has been paid or promised.
25. **Tenancy Deposit:** The Deposit shall be held by the Landlord and shall be returned to the tenant at the end of the tenancy, without interest. The Deposit shall be withheld by the landlord and forfeited by the tenant in whole or in part if there are rent or subscription fees owing, or if the plot is left in an unreasonable condition including waste or structures left on the allotment which require removal, or if there is unkempt vegetation which requires removal before the ground can be prepared. The Hurst Allotment Association will inspect the plot and advise the Parish Council of its condition.
26. **Notices:** The Landlord shall serve all notices in writing to the address of the tenant stated in this Agreement, unless a revised address has been provided. The tenant shall provide all notices to the landlord to the address stated in this Agreement.
27. **Data Protection:** The Tenant allows the Landlord to pass their information to the Hurstpierpoint Allotment Association if so requested by the Association.
28. **Waiting List:** If there is no waiting list, existing tenants may request another plot. A notice will be put on the allotment notice board by the Hurstpierpoint Allotment Association advertising the relevant plots which are available.

CODE OF CONDUCT

1. Standard of cultivation and maintenance: The tenant shall at all times keep the allotment tidy and reasonably free from weeds. Please see the Guide to Cultivation and Weed Control below. If there are any problems regarding working your plot please advise the HAA and the Landlord.
2. Erection of sheds, greenhouses, polytunnels and other structures: The tenant shall not erect any sheds, greenhouses, polytunnels or other structures without the written permission of the landlord. Such structures shall be removed from the allotment by the tenant at the end of the tenancy, unless prior approval obtained from the Landlord and HAA.
3. Disposal of waste: The tenant shall remove from the Allotment Gardens all waste arising from his/her activities, other than a reasonable compost pile which may be maintained tidily on the allotment.
4. Maintenance of paths adjacent: The tenant shall ensure that the paths bordering the allotment are maintained to a reasonable standard with grass cut short and edges kept straight. The tenant shall also make sure that they do not obstruct or permit the obstruction of any paths on the allotments set out for the use of the tenants of the Allotment Gardens.
5. Maintenance of hedges: The tenant shall keep any internal hedge's on or bounding the allotment properly cut and trimmed.
6. Barbed wire or similar: The tenant shall not install barbed wire or anything similar for a fence anywhere on the Allotment Gardens.
7. Use of chemicals, insecticides, herbicides: The tenant shall not use any chemicals, insecticides, or herbicides on the allotment except those approved by the HAA and used in accordance with manufacturers' instructions. The tenant shall not allow any drift of chemicals, insecticides or herbicides onto adjacent plots.
8. Planting of trees and shrubs: The tenant is permitted to plant and maintain small trees and shrubs for the purposes of fruit-growing but shall maintain then to a height of no more than 1.8m.
9. Allotment Gardens' trees: The tenant shall not plant, grow, cut, lop or prune any tree growing on the Allotment Gardens, which are not on their allotment plot, without consent of the Landlord.
10. Not to bring or remove material: The tenant shall not remove any soil, minerals, gravel, sand or clay from the allotment nor shall he/she bring soil material onto the allotment, other than compost or manure for soil-conditioning.
11. Not to keep livestock, poultry or bees: The tenant shall not keep any livestock, poultry or bees on the allotment. The tenant is permitted to have a domestic pet dog accompany him/her to the allotment providing that the animal is at all times on a leash and at the tenant's allotment and that any droppings are removed and immediately taken from the Allotment Gardens.
12. Allotment Gardens noticeboards: The tenant shall not place any notice or advertisement on the Allotment Gardens noticeboards or gates without permission of the Landlord and the Hurst Allotments Association.
13. Not to use tyres or carpeting: The tenant shall not use tyres or carpeting on their allotment plot.
14. Bonfires: The tenant shall not have a bonfire on the allotments between 1 May and 30 September of each year.
15. Water hoses: Hose pipes are permitted but under the fair usage policy. *See Item C.8*
16. Visitors: Visitors on the allotments are not permitted unless they are accompanied by a tenant. The tenant can give permission to another person to carry out specified tasks on their plot in their absence.

17. Guide to Cultivation, Weed Control, and how problems/concerns will be communicated to the tenant: Members of the HAA Committee will inspect the plots on a regular basis in May and September. Notices will be placed on the allotments noticeboards letting tenants know when the inspections will take place. Below is what they will be looking for:

Guide to Cultivation.

(a) New Tenants. Inspections of the plot will not take place in the first 3 months of the new tenancy so that the tenant will have a small grace period within which to start work. During the first twelve months, the tenant will be within a probationary period, where inspections will be less demanding – 50% of the plot should be cultivated within the first year.

During the first 12 months, areas of the plot that are not cropped should be mulched with a weed suppressing membrane; alternatively the plot could have any grass and tall weeds in the non-cropped areas strimmed. [Carpeting and tyres are not allowed on the plot because they can cause toxins to leach into the soil as well as leave damaging materials in the soil as they break down.]

If a tenant takes on a plot but fails to cultivate 50% of the plot, the Council will cancel your tenancy, after a series of letters have been sent to the tenant asking for improvement (please see below for an explanation about communication),

(b) Tenants having a tenancy for longer than 12 months. The Council expects 75% of the plot to be cultivated upon inspection. In the case that this is not achieved, the Council will send a series of letters asking that the cultivation be improved on the plot; if the situation is not improved, the Council will end the tenancy (please see below for an explanation about communication).

Guide to Weed Control:
The tenant is asked to keep their plot and paths as clear of weeds and tall grass as possible. As stated above, if there are areas that are not in cultivation, please keep these areas strimmed or covered with a weed suppressing membrane, to keep weed seeds from spreading to neighbouring plots. If upon inspection, a problem is seen on your plot, the Council will write to you asking you to clear the weeds (please see below for an explanation about communication).

Guide to Communication between the Landlord and the Tenant, as concerns problems with cultivation or weed control:
Upon inspection by Hurstpierpoint Allotment Association commitee, if there is seen to be a problem or concern with cultivation or excessive weeds, the Parish Council will write a series of letters to the tenant. The first letter will alert the tenant of the problem asking them to remedy the problem within a certain time period. The second letter will give a final warning concerning the problem, again giving a certain time period within which to remedy the problem. The third letter will end the tenancy agreement and give a date on which the tenant must vacate the plot.

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Allotment Rules & Regulations on Erection of Sheds, Greenhouses and Other Structures

A. Permission

Permission is to be sought from the Parish Council Office (PCO) for the erection of any tool shed, greenhouse, polytunnel etc as per section 'code of conduct' of the allotment tenancy agreement. The PCO will then forward any written requests to the Hurst Allotment Association (HAA).

Permitted sizes are as follows: Sheds – maximum size 6' x 4'; Greenhouses – maximum size 8' x 6'; Poly tunnels – by arrangement.

B. Requests

Requests for the above must be made in writing, showing the dimension of the building (height, width/depth and length) and the proposed position on the allotment, in order to demonstrate that its position will not adversely impact on any other allotment plot.

The allotment holder should discuss the structure with neighbouring plotholders, obtaining agreement with their plans.

If the written request for a structure meets both the permitted size and agreeable location, and has the agreement by neighbouring plotholders, the HAA may give approval and inform the PCO of their decision.

If the written request for a structure does not meet the permitted size or the request is for a polytunnel or other structure, the PCO together with the HAA will make the decision, which will then be taken to the Parish Council Services Committee for approval. Upon approval/disapproval, the PCO will write to the plotholder advising them of the result/action.

B. Responsibility

The allotment plot holder will be responsible for the erection of the building in a safe manner and the building must be maintained in good repair with adequate locks. It is strongly recommended that the allotment plotholder takes out appropriate insurance for the building and its contents.

The provision and use of structure is at the owner's risk and at no times becomes the property or the responsibility of the Parish Council.

The Parish Council reserves the right to refuse permission if the structure's size, location, style and function are deemed to be inappropriate for its location.

The Parish Council reserves the right to withhold permission if it deems that too many structures have been erected, or that the access or functionality of the allotment plots is being impaired.

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