

Hullbridge Parish Council

TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS

(For domestic cultivation only)

THIS AGREEMENT made on this FIRST DAY OF OCTOBER TWO THOUSAND AND TWENTY FOUR BETWEEN the Hullbridge Parish Council (hereinafter called the Council) and P The Clerk of Hullbridge Parish Council, 98 Ferry Road, Hullbridge, Essex, SS56EX (hereinafter called the Tenant) by which it is agreed that:

1 : The Council agrees to let and the Tenant agrees to hire, as a tenant from 1 October 2024 the Allotment, the area being Full Hullbridge Res. (180sqm) and part of the Allotments provided by the Council at Hullbridge and at the current rent of £0.00 and numbered H-XXX in the Council Allotment Register.

2 : The rent shall be paid on 1 October 2024 until 30 September 2025 and shall be for a period of 12 months.

THE TENANT hereby agrees with the Council the following Terms and Conditions as follows:

- 1. All New Tenancies** are subject to a three month probation period, after which they are expected to have at least 25% of their plot cultivated. Plots should be 50% cultivated after 6 months and 75% cultivated after 12 months. At the end of which, if the plot has not achieved an acceptable level of cultivation, the tenancy will be terminated.
Plots fee will pro rata depending on when the plot was taken up and in what state it is handed over in.
- 2. Annual Rents with effect from 1st October**
Rent letters will be sent out annually in September for payment by 31st October at the very latest. Failure to pay in full by 31st October will result in your plot being terminated. The Council may from time to time increase or decrease the rent, this will be explained in the renewal documentation. Please note all rents are non-refundable upon termination of your allotment plot/tenancy irrespective of who made the decision to terminate.
- 3. Aggressive Behaviour / Noise**
Aggressive behaviour will not be tolerated. The Tenant will not cause any nuisance, excessive noise or annoyance to the occupier of any other plot or to any neighbour adjacent to the site, Parish Council or its employees.
The Tenant is to act in a reasonable manner at all times and not indulge in activities that could be deemed as anti-social.
Tenants are not to cause damage to other tenant's property or crops nor to the infrastructure of the site. I.e. Paths, fencing, gates.
Any case of dispute between the Tenant and any other occupier of the allotment or adjacent neighbour shall be referred to the Clerk at the Parish Council for further action and whose decision shall be final.
- 4. Purpose of your plot**
The purpose of your allotment plot is to grow produce for your own personal use and not for any commercial enterprise or business.
Sub-letting is not permitted (this includes where a 3rd party contributes towards the rent).

The Tenant must keep the allotment plot clean, free from weeds and otherwise maintained in a good state of cultivation and fertility and to keep any pathway, track, ditch and hedge abutting on the allotment plot free from weeds and cut. (Please do NOT

remove/cut the Hedge or cut any timber or trees or take, sell or carry away any mineral top soil, gravel, sand or clay.

See Appendix 1 for definitions of cultivated areas.

If you wish to plant trees or fruit trees the Parish Council's General Purpose, Security & Resources Committee must approve the request, which will be discussed and decided upon at the next available committee meeting. Please forward any requests to the Parish Clerk.

5. Rubbish / Health and Safety

The Tenant has a duty of care to anyone on their plot and to keep their plot free from hazards and rubbish.

It is not permitted to deposit or allow other persons to deposit on the allotment any refuse or any decaying matter except manure and compost in such quantities as may be reasonably required for use in cultivation or place any matter in hedges, up tree trunks, in ditches or dykes situated in/adjacent to the allotment site. Any compost of manure brought into the site must be free from any invasive weeds.

No barbed wire is allowed to be used and if any is found on their plot it must be removed with immediate effect.

Tenants are not allowed to accumulate i.e. unused equipment, wood, etc. on their plots.

Any Health and Safety concerns should be reported to the Clerk at the Parish Council.

If any incidents are reported to the Police, please ensure you obtain an incident number and inform the Parish Council as soon as possible.

Under the Control of Pesticides Act (1997) it is the responsibility of anyone who uses or stores the same to ensure reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment and avoid pollution of water. The Tenant shall only store chemicals necessary for gardening purposes on site and stored in Manufacturers' containers. All chemicals must be locked away and out of reach of children. Manufacturers' instructions regarding safety, storage, mixing, disposal and use must be followed at all times. The Parish Council recommends that organic alternatives should be used whenever possible in preference to chemicals.

6. Plot Numbers

All plots must have their plot number clearly visible at all times, they are to be placed adjacent to the nearest main path. This will be checked as part of the regular inspection.

7. Livestock / Ponds / Trees

Dogs must be on a leash at all times and under control and not causing a nuisance to any other tenant or neighbour and any waste removed from the site.

No other animal or livestock can be kept or brought on to the site.

No ponds are permitted on plots.

No Trees are to be touched, if there are any concerns then please contact the Parish Council.

8. Water

Tenants are not permitted to use hosepipes or sprinklers to draw water from the taps or tanks to water crops, this includes siphoning water from tanks. This is to conserve water. Tenants are not permitted to wash tools, boots or produce in the water tanks as this will result in a build-up of silt/contamination.

Please report any water leaks to the Parish Clerk as soon as practicable.

9. Sheds, Greenhouses and Polytunnel

Permission for erection of a shed, greenhouse or polytunnel and its positioning must be agreed by the Parish Council's General Purpose, Security & Resources Committee.

Please forward any requests to the Parish Clerk. Only 1 of each structure is permitted per plot. Please note any of these structures must be erected at least 2ft in from all sides of the plot and paths.

- Shed = 6ft x 4ft max
- Greenhouse = 8ft x 6ft max
- Poly-tunnel = 3m x 2m max

These must be kept in a good condition, secure and fit for purpose.

10. Bonfires

Bonfires are prohibited on the allotment site. Please take your vegetation waste away from the allotment site and dispose of legally.

11. Parking

All vehicles must be left in the designated parking area and tenants are NOT allowed to use motor vehicles on the grassed allotment access paths. Special permission may be granted for approved contractors to allow vehicular access for site maintenance work. The entrance gate must be closed and locked at the end of the day. The last plot holder or helper on the allotment site must ensure the gate is locked and the combination number on the gate lock scrambled.

Vehicles are not permitted to park overnight in the allotment site.

12. Pathways

Must be maintained and kept clear at all times.

13. Tenancy 'Inheritance'

The Parish Council may consider requests from family members who wish to take on a family members allotment plot in the event of death or serious illness. The following criteria must be met and the Parish Council's decision is final.

Criteria:

- a) Family member wishing to take over the plot must already be on the allotment wait list and be at the very top of the wait list. If we are unable to contact you because your contact details have changed but you haven't updated us then the plot will be offered out to the next person on the wait list.
- b) If the family member who wishes to take over the plot is on the wait list but not at the top of the list then the allotment plot, if relinquished will be offered out to the next person on the wait list.

14. Inspections

The Parish Council or it's nominated team will carry out 3 main inspections each year but further ad hoc inspections when considered necessary will also be conducted. Any plot holder found to be in breach of the terms and conditions of the tenancy agreement at any time will have their tenancy assessed and further action will be taken, up to and including termination of tenancy.

15. Termination of Tenancy

- a. If the Parish Council deem the plot to be in breach of the terms and conditions we will first attempt to make contact by phone (if we have those correct contact details on file) to discuss and ascertain next steps.
- b. If we are unable to reach you by phone or no action is taken from the phone conversation then a warning letter will be sent asking for the plot to be improved within 14 days when a second plot inspection will take place.
- b. If after the written warning there is still not adequate improvement or the Parish

Council Office has not been contacted advising of unforeseen and exceptional circumstances then the Tenant will be sent a Notice to quit giving the tenant 14 days to contact the Parish Office and unless the reason is accepted by the Parish Council the tenancy will be terminated with immediate effect and all equipment / crops must be removed within the 14 days otherwise it is deemed that the Tenant wishes to leave it for the next tenant. All rubbish MUST be removed by the relinquished plot holder at their own expense. If the rubbish is not removed then the Parish Council will look to have the rubbish removed by a commercial contractor and we charge on these costs to you.

- c. The Parish Council may terminate the tenancy within three months from commencement of the tenancy if the plot is not at an acceptable level of cultivation (see appendix).
- d. The tenancy shall also be terminated on the date on which the ownership of the Council ceases.
- e. If Tenants wish to terminate their Tenancy it is their responsibility to contact Hullbridge Parish Council and this must be done in writing (email accepted) and sent to the Parish Council Office.
- f. If you do not wish to take up the next year's tenancy you must contact the Parish Council Office prior to 1st October otherwise you will be liable for the Annual rent.

16. Allocation of plots

The allocation of plots are determined as follows:

- a. As rate payers of Hullbridge, residents have priority to rent a plot before those who live outside the parish.
- b. Only one plot is allocated per household unless there is a surplus of vacant plots, the Parish Council's decision is final.

17. Waste Disposal

This is the responsibility of the Tenant and all plots and the site must be kept in an orderly and tidy condition and kept free from rubbish and hazardous objects at all times.

18. Noticeboard

Only notices in respect of Allotment matters are allowed to be put on it.

19. Committee Meetings

All Tenants are welcome to attend the Committee meetings which are held during the year (Dates on the Noticeboard) or you can forward your ideas and concerns to the Parish Council or the Allotment Management Team.

20. Annual Allotment Competition

Every Summer there is a Competition, the shortlist is agreed by the Allotment Management Team or the Parish Council and put on the Noticeboard prior to the Judge visiting the site. If your plot is on the shortlist and you do not wish to be included in the competition then please contact the Parish Council Office.

21. Change of Address

You must notify the Parish Office of any change of address or contact details. If there are any issues with your plot and we are unable to reach you via outdated address or contact details this may result in further action, up to and including Termination of your plot.

Appendix I

DEFINITIONS

1. Allotment

Allotment Act (1922) - Wholly or mainly cultivated by the occupier for the production of vegetables or fruit by themselves or their family

2. Cultivated Area 75% of total plot

Prepared and worked in order to raise crops; promote and improve growth by labour and attention; as well as broken soil in preparation for sowing, planting, tending and harvesting of crops.

The cultivated area means 75% of the plot to be cultivated for and subsequently planted with crops, namely for fruit and vegetables, you are permitted to have 25% flower production. At any time the Tenant is required to have their plot in a cultivated state, to regularly dig or mulch, prune and weed this area. Compost bins, green houses, cloches, Polytunnels and fruit cages are also included within the cultivated area, as are ornamental flowers and Green manures. A maximum of 10% of the cultivated area is allowed for grass paths.

Plots must be cropped and harvested. It is not sufficient to simply keep them clear of weeds but to leave them unplanted. Any such plots will be considered uncultivated and in breach of tenancy.

3. Partly Cultivated

More than 75% of the cultivated area is cultivated as per 2 above.

4. Inspection Criteria

The following will be included in regular inspections made by members of the Parish Council or their Allotment Management team:

- General Condition
- Rubbish on Plot
- Hazardous Objects
- Percentage Cultivated
- Structure Condition
- Pathway condition
- Plot Numbers clearly visible
- Non-cultivated items kept within percentage.

5. Not at an acceptable level of Cultivation

Less than 75% of the cultivated area is cultivated as per 2. above.

6. Uncultivated Area 25% of total plot

The Council recognises that tenants may wish to have items on their plot to assist with the

cultivation and will allow up to 25% of the plot to be used for items such as Sheds & water butts, seating area.

7. Overgrown

Plot is covered with plants that have been allowed to grow wild.

8. Untidy with Rubbish

Plant waste and other refuse strewn across the plot and adjoining paths.

9. New Tenants

New tenants have a 3 month grace period without inspection, after which they are expected to have at least 25% of their plot cultivated. Plots should be 50% cultivated after 6 months and 75% cultivated after 12 months. If this is not achieved the tenancy may be terminated and the plot re-let.

PLEASE NOTE: ANY VIOLATION OF THESE TERMS OR CONDITIONS WILL LEAD TO TERMINATION OF TENANCY.