

# 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 FIVE 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 2025 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 £57.50 and numbered H-XXX in the Council Allotment Register.

2 : The rent shall be paid on 1 October 2025 until 30 September 2026 and shall be for a period of 12 months.

### **Hullbridge Parish Council**

### **REVISED Allotment Tenancy Agreement - Effective 1<sup>st</sup> October 2025**

*(For Personal Cultivation Only)*

### **Agreement and Parties**

This Tenancy Agreement is made on **1st October 2025** between:

- **Hullbridge Parish Council**, 98 Ferry Road, Hullbridge, Essex SS5 6EX (hereafter referred to as "the Council"), and The named allotment holder on record (hereafter referred to as "the Tenant").
- The Council agrees to let and the Tenant agrees to hire, as a tenant from 1 October 2025 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.
- The rent shall be paid on 1 October 2025 until 30 September 2026 and shall be for a period of 12 months.

**Terms and Conditions** - The Tenant hereby agrees with the Council the following Terms and conditions as follows:

### **1. Probation and Cultivation Requirements**

- All new tenancies are subject to a **3-month probation period**.
- Cultivation expectations:
  - **25%** of the plot must be cultivated after 3 months
  - **50%** after 6 months
  - **75%** after 12 months
- Failure to meet these standards will result in **termination of tenancy**.
- Rent is charged **pro rata** based on start date upon handover.

## 2. Rent and Payment

- Rent is due annually from **1st October to 30th September**.
- **Invoices are issued in September, and full payment is due by 31st October latest.**
- Non-payment by the deadline will result in immediate **termination of tenancy**.
- The Council reserves the right to revise rent annually. All rents are **non-refundable**, regardless of who terminates the tenancy.

## 3. Behaviour and Conduct

- Aggressive, abusive, or anti-social behaviour will not be tolerated.
- Tenants must not cause nuisance, noise, or damage to:
  - Other tenants plots and their crops and property
  - Neighbours and their property(s)
  - Parish Council staff or property, site infrastructure, i.e. paths, fencing, gates.
- Any disputes must be referred to the Parish Clerk. The Council's decision is final.

## 4. Use of the Plot

- Plots are for **personal use only** (non-commercial).
- **Subletting or shared payments** are not permitted.
- Tenants must:
  - Keep plots clean, weed-free, and productive.
  - Maintain paths adjoining their plots.
  - Not cut/remove hedges or trees or take any soil, sell or carry away mineral top soil, gravel, sand or clay, not put anything in any of the ditches. Any issues with hedges, ditches or trees please report to the Parish Office.
- Fruit trees or permanent plantings require **permission** from the Parish Office.

## 5. Waste, Safety, and Chemicals

- Plots must be free from **hazards, refuse, excess materials and materials not associated with allotments**.
- Only compost and well-rotted manure (free from invasive weeds) may be stored.
- **Barbed wire, tyres (whole or shavings), carpet, astro turf, artificial grass and similar are all banned.**
- **Unused equipment or stockpiles** are not permitted.
- All safety issues must be reported to the Parish Clerk.
- Chemical use must comply with the **Control of Pesticides Act (1997)**:
  - Only gardening-related chemicals in original containers are allowed.
  - All must be securely stored and used per manufacturer guidelines and locked away out of Children's reach or access at all times.
  - Organic alternatives are strongly encouraged.

## 6. Plot Identification

- All plots must display their **plot number clearly**, adjacent to the nearest main path and these are checked as part of the routine inspections. If you notice the Council plot number post is missing or damaged please contact the Parish Office as soon as possible.

## 7. Animals, Trees, and Water

- **Dogs must be kept on a short lead at all times and you must clear up your dog waste legally off site.**
- No livestock, bees, ponds, or unauthorised trees allowed.
- No trees are to be touched, if there are any concerns please contact the Parish Office.
- Water use:
  - No **hoses, sprinklers, or siphoning.**
  - No washing of any kind in water tanks.
  - Report leaks to the Parish Clerk as soon as possible.

## 8. Structures

- The following options are permitted:
- Either a **shed and greenhouse OR**
- Either a **shed and polytunnel OR**
- Either a **greenhouse and polytunnel**
- **Or you can have just a shed, or just a greenhouse or just a polytunnel, just not all three.**
- Sizes:
  - Shed: max 6' x 4'
  - Greenhouse: max 8' x 6'
  - Polytunnel: max 3m x 2m
- All must be set **2ft inside plot boundaries from all sides of the plot and paths**, kept in good condition, and secure.

## 9. Fires

- **Bonfires are prohibited.**
- Green waste must be removed and disposed of legally off site.

## 10. Vehicles and Access/Parking

- Vehicles must remain in the designated car park and cars parked with consideration to allow other allotment holders to be able to park there also.
- No driving on grass access paths except by authorised contractors.
- **Gate must be locked** and combination scrambled at end of each day.
- No overnight parking under any circumstances.
- Special permission may be granted for approved contractors to allow vehicular access for site maintenance work.

## 11. Pathways

- Tenants are responsible for keeping **paths around their plot maintained and tidy at all times.**

## 12. Inheritance and Transfer

- Plot inheritance may be considered, please contact the Parish Office to discuss further. Each request will be treated fairly and on a case-by-case scenario.
- The Council's decision is final.

### 13. Inspections

- The Council or it's nominated team conducts **3 scheduled inspections per year**, plus ad hoc checks where necessary.
- Inspection criteria: General condition of plot and surrounding paths, rubbish/waste on and around plot, hazardous objects, percentage cultivated, structure(s) condition, plot number clearly visible, non-cultivated items kept within percentage.
- Less than 75% cultivated area is considered an unacceptable level of cultivation.
- Breaches may result in immediate action, up to and including **termination of tenancy**.

### 14. Termination of Tenancy

The Council may terminate the tenancy:

- If the Tenant breaches any part of this agreement.
- If cultivation levels are unacceptable (see Appendix). If you are unable to tend to your plot for a legitimate reason please make contact with the Parish Office as soon as possible so we can work together to resolve and assist where possible.
- If Council ownership of the land ceases.
- If full rent is unpaid by 31st October.
- Following due process:
  - Attempted contact by phone or email.
  - Written warning with 14 days for improvement.
  - A further plot inspection after 14 days.
  - If not resolved and if no adequate improvements have been made on your plot then a final **14-day notice to quit** will be issued, your plot will be terminated and re-let. Any payments made are non-refundable.

Tenants must:

- Remove all equipment, crops, and waste upon termination.
- All costs for rubbish removal may be **charged to the outgoing Tenant, particularly if a commercial waste contractor is hired for this purpose.**

If the Tenant wishes to terminate:

- Notice must be given to the Parish Clerk by any of the following means: Email, letter, phone call or visiting the office and advising personally.
- Cancellation after 1st October does **not exempt rent liability and refunds are not given.**

### 15. Plot Allocation

- Priority is given to **Hullbridge residents**.
- Only **one plot per household**.

### 16. Waste Disposal

- Tenants must always keep their plots and surroundings free from rubbish and hazards.

### 17. Noticeboard

- Only **allotment-related notices** may be posted.

### 18. Committee Meetings

- Tenants are welcome to attend meetings (dates posted on the noticeboard) and on the Parish Council website or Tenants can submit comments via the Clerk.



## 19. Annual Competition

- An annual **Allotment Competition** is held each summer and all plots are entered.
- Tenants may opt out by contacting the Parish Council.

## 20. Change of Contact Details

- Tenants must inform the Parish Council of any **change in address, phone, or email**.
- Failure to do so may result in further action, up to and including **termination of tenancy**.

## 21. Amendments to the Tenancy Agreement

- The Council reserves the right to make changes, additions, or updates to this Tenancy Agreement at any time, as deemed necessary. Any such amendments may be provided to tenants in the form of an addendum.  
By continuing your allotment tenancy, you agree to be bound by the terms of this agreement, including any future amendments. If you do not accept the current agreement or any subsequent changes, you may choose to terminate your tenancy.

## Appendix I - Definitions

- **Allotment:** Allotment Act (1922) Land cultivated by the Tenant and helpers for personal food production.
- **Cultivated Area:** 75% of the plot must be actively used for growing crops. This includes fruit, vegetables, flowers and a greenhouse.
- **Partly Cultivated:** >75% of the cultivated area is maintained.
- **Uncultivated:** <75% cultivated or left unplanted.
- **Overgrown:** Covered in unmanaged, wild vegetation.
- **Untidy with Rubbish:** Debris or waste covering the plot.
- **Uncultivated Area (25%):** Allowed for non-growing uses (shed, compost bin, seating).
- **New Tenants:** Must meet cultivation standards at 3, 6, and 12 months.

**NOTE:** Any breach of these terms may result in **immediate termination** of tenancy.

## Data Protection Notice - Allotment Holders

In accordance with the UK General Data Protection Regulation (UK GDPR), Hullbridge Parish Council is committed to protecting your personal data.

The personal information you provide as part of your allotment tenancy is collected and processed for the purpose of managing your tenancy and maintaining accurate records. Your data is stored securely and will only be used for legitimate purposes related to your tenancy. We retain your data in line with our Data Retention Policy and only for as long as is necessary.

We do not share your information with third parties unless required to do so by law.

You have the right to access your data, request corrections, or ask for it to be erased where appropriate. For more information about how we handle your data, your rights, or to view our Data Retention Policy or Privacy Notice, please visit our website or contact the Parish Office.