

Hullbridge Parish Council

REVISED Allotment Tenancy Agreement – Effective 1st 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.
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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.
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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.
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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.
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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.
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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.
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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.
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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.
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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.
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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.

18. Noticeboard

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

19. 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.
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20. Annual Competition

- An annual **Allotment Competition** is held each summer and all plots are entered.
 - Tenants may opt out by contacting the Parish Council.
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21. 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**.
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22. 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.

IMPORTANT - Changes to the Annual Governance & Accountability Return (AGAR)

For the 2025/26 financial year, the AGAR has undergone some changes. The main change is the addition of a new assertion – Assertion 10 (Digital and Data Compliance).

For the benefit of new Members, the AGAR is the document that underpins Council's accountability and transparency. It essentially summarises the council's financial activities and governance during a financial year. The AGAR serves as a basis for both internal and external audits, ensuring financial integrity and compliance with regulations.

A crucial new requirement that Councils **must** be able to demonstrate compliance with data protection laws as part of their annual return.

These following actions therefore must be proven:

Assertion – sub section	Description	Council's status and/or required actions
1.47	Every authority must have a generic email address hosted by an authority-owned domain. Staff and Councillors are to use these email addresses.	All staff and Councillors have been provided with a .gov.uk email address
1.48	Smaller Authorities must meet legal requirements for all existing websites, regardless of what domain is being used	Council must ensure its website complies with the Freedom of Information Act 2000 and the Transparency Code for smaller authorities (if applicable). (See 1.50)
1.49	All websites must meet the Web Content Accessibility Guidelines 2.2 AA and the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 (where applicable) .	Website is complaint , the office will undertake annual website MOT's alongside the website company to ensure continued compliance with accessibility.
1.50	All websites must include published documentation as specified in the Freedom of Information Act 2000 and the Transparency Code for Smaller Authorities (where applicable)	Council has adopted the ICO model publication scheme to be compliant with the FOI 2000. This can be found on our website.
1.51	All smaller authorities must follow both the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act (2018)	Council will need to carry out regular data audits.
		Council already has a Data Protection Policy in place.

		Regular training of staff and Members will be required on data protection principles.
1.52	All smaller authorities must process personal data with care and in line with the principles of data protection.	Council adheres to UK GDPR and Data Protection Act 2018
1.53	The DPA 2018 supplements the GDPR and classifies an authority as both a Data Controller and Data Processor.	Members to be aware of this principle.
1.54	All smaller authorities (excluding parish meetings) must also have an IT policy. This explains how everyone - Clerks, Members and other staff - should conduct authority business in a secure and legal way when using IT equipment and software. This relates to the use of authority-owned and personal equipment.	The Council has adopted an IT Policy.

Updated
26th June 2025