

HURSTBOURNE TARRANT PARISH COUNCIL

Allotment Tenancy Agreement 2026

This agreement applies to the allotments owned by the Parish Council, situated on the Ibthorpe Road, adjacent to Old Malt Cottage.

Each allotment tenant must adhere to the following:

1. Each applicant for an allotment is licensed to hold a particular plot for one year commencing on the 1st of January, reviewed annually by the Parish Council.
2. The annual rental fee is payable in January of each year, on notification by the Clerk.
3. The tenant shall, during the period of the tenancy, carry out the following obligations:
 - (a) keep their plot in a clean, decent, good condition and properly cultivated and shall be surrendered at the end of the tenancy in a likened state.
 - (b) not allow weeds to go to seed which will cause a nuisance to other allotment tenants.
 - (c) not plant any tree, hedge or other plant with roots which will spread to other parts of the allotment gardens or grow so large as to cause difficulty to remove.
 - (d) **the use of sprinklers is prohibited.** Containers for the collection of rainwater may be sited within the boundary of each plot.
 - (e) no nuisance or annoyance shall be caused by the tenant to any tenant or other part of the allotments provided by the Parish Council, nor to any adjoining private property.
 - (f) no beehives, livestock or poultry of any kind shall be kept at the allotments.
 - (g) dogs taken onto the allotment site will be always kept on a lead and any fouling cleaned up and removed from the site.
 - (h) no buildings or other permanent structures shall be erected on the allotment site without first obtaining the written permission of the Parish Council. Neighbouring properties must be considered when a decision is made regarding this matter.
 - (i) no large structures such as picnic tables, fruit cages, poly-tunnels, etc, shall be brought onto the allotment site without first obtaining the written consent of the Parish Council.
 - (j) the tenant shall not assign the tenancy, sub-let, or part with the possession of any part of the allotments

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- (k) the tenant shall maintain in decent order all fences and ditches forming part of their plot.
- (l) the tenant shall not without first obtaining written consent of the Parish Council (and subsequently, if required, the permission of the Borough Council) cut, lop or fell any tree growing on the allotments.
- (m) allotment plots may only be cultivated for producing fruit, vegetables and flowers for domestic consumption by the tenant and their family, or for donating, not for commercial purposes.
- (n) the tenant shall not obstruct or permit the obstruction of any of the paths on the allotments set out for the use of all tenants.
- (o) the tenant shall permit the inspection at all reasonable times of the allotment plot by any officer of the Parish Council.
- (p) the tenant must not light any bonfire. Only allotment waste must be placed on the designated allotment bonfire, no waste can be brought in from outside the allotments, and where possible, waste should be composted. The Parish Council will organize the lighting on the bonfire, once due regard has been given to the direction of the wind, in order not to cause danger or nuisance to neighbouring properties (many of which are thatched).
- (q) the allotments shall not be used as a storage facility for items not used directly for the cultivation of the allotment by the tenant.
- (r) the tenant shall take reasonable steps to control and eradicate any disease, vermin or pests, on or connected with, their plot.
- (s) any children on site must be supervised by the tenant at all times.

4. The Parish Council is not liable for any costs, damage, injury incurred, or lack of performance caused by vandalism, theft or acts of God on the allotment site.

5. The Parish Council will undertake to keep the hedges and ditches on the boundaries in reasonably good order, and to arrange for the main paths within the allotments to be cut as and when required, if not maintained by individual tenants.

6. The Parish Council will keep and maintain a water supply at the present points – available from May to October each year. **The use of sprinklers is prohibited** as it encourages excessive and unfair water consumption.

7. The Parish Clerk may terminate any tenancy by giving 14 days' notice in writing if after a written warning the tenant continues to be abusive or threatening to Council staff, other tenants or members of the public whilst engaged in allotment activities or on the allotment site.

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8. The Parish Council may terminate any tenancy by giving 14 days' notice in writing if, after a written warning, the tenant continues to breach any of the obligations set out in paragraph 3 (a-s) above.

9. When the tenant is no longer a resident of the Parish of Hurstbourne Tarrant, their tenancy will expire on 31st December of the year they moved out (or sooner by arrangement) and they will be required to vacate their plot by that date.

10. Tenancies will not automatically transfer to members of the tenant's family, should the tenant be unable to continue to tend their plot.

11. Should a tenant not cultivate their plot for the duration of the 12-month tenancy – January to December – as per 3(a) above, their tenancy will not be renewed the following year. This allows those on the waiting list a chance to take on an allotment plot.

12. Under Section 10 of the Allotments Act 1950, this agreement includes a rent review clause, with the provision of 12 months' notice to the tenant of any increase in allotment rental, as agreed in a meeting of the Parish Council.

ALLOTMENT TENANCY AGREEMENT 2026

By making the annual payment for a plot, the Parish Council will assume that the tenant accepts and agrees to abide by the terms expressed in the Tenancy Agreement above.

This Agreement made between Hurstbourne Tarrant Parish Council and the Tenant whereby the Council agrees to let, and the Tenant agrees to take, the allocated allotment plot at a calendar yearly rent of £20.00 per half plot or £40.00 per full plot for 2026.

1st January 2026

For enquiries relating to these guidelines and tenancy agreement please contact:

Miriam Edwards - Clerk to the Parish Council
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