



HAILSHAM TOWN COUNCIL

Town Council Offices, Inglewood, Market Square, Hailsham
East Sussex BN27 2AE

Tel: (01323) 841702 Fax: (01323) 842978

Town Clerk
Elizabeth G Jones

ALLOTMENT AGREEMENT

The tenancy is subject to the Allotments Act 1908 to 1950 and to the regulations endorsed on this agreement and also to the following conditions:

- a) The rent shall be due on the first day of October in each year.
- b) The rent will be reviewed by the Council each year and the Tenant advised should there be a change in the rent.
- c) The Tenant shall keep the Allotment Garden free from weeds and otherwise maintained in a proper state of cultivation and fertility and in good condition.
- d) The Tenant shall keep all grass pathways or tracks abutting their Allotment Garden neatly cut and clear of debris.
- e) The Tenant shall keep all compost and waste heaps within their own Allotment Garden and in a neat and tidy condition and not accumulate rubbish or dump it elsewhere on the site.
- f) The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
- g) The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
- h) The Tenant shall not without the written consent of the Council cut or prune any timber, hedges or other trees or hedges or take, sell or carry away any mineral, gravel, sand or clay.
- i) The Tenant shall not, without the written consent of the Council, erect any building or permanent or temporary structure on the Allotment Garden.
- j) Structures such as cages must be constructed of pole and green fruit netting only. No other colour will be permitted. Frame timbers must measure no more than 2" x 2" (5 cm x 5 cm), with a maximum height of 6 ft (183 cm)
- k) No more than ¼ of the plot may be covered by a permanent or temporary structure
- l) The Tenant shall not use barbed wire for a fence adjoining any path set out by the

Council for the use of the occupiers of the Allotment Garden.

- m) The Tenant shall observe and perform, so far as they concern the Allotment Garden, all conditions and covenants contained in the lease (if any) under which the Council hold the land.
- n) Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
- o) The tenancy of the Allotment Garden shall terminate on the yearly rent day next after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.
- p) Storage of petrol, diesel or paraffin in containers is prohibited anywhere on the allotments or in a shed on the site
- q) Bonfires are prohibited and the green bins located in the car park must be used for composting products that cannot be composted back into the allotment garden

It may also be terminated by the Council after one months notice if:

- 1) the rent remains unpaid for at least 40 days; or
- 2) The Tenant has not commenced cultivation of the Allotment Garden within 3 months of the commencement of this agreement; or
- 3) the Tenant is not duly observing the rules of this tenancy.

The Council or Tenant may also terminate the tenancy by one months notice in writing.