



HAILSHAM TOWN COUNCIL

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

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Town Clerk
John Harrison

ALLOTMENT AGREEMENT

made this 1st day of October two thousand and seventeen between Hailsham Town Council (hereinafter called the Council) of the one part and (hereinafter called the Tenant) of of the other part whereby the Council agree to let and the Tenant agrees to hire as a yearly/part yearly Tenant from the 1st day of October two thousand and seventeen the Allotment Garden numbered **Battle Road** in the register of Allotment Gardens provided by the Council and containing **5** rods or thereabouts (subject to the exceptions and reservations contained in the lease (if any) under which the Council holds the land) at the yearly rent of **£39.60** payable yearly and at a proportionate rent for any part of a year over which the tenancy may extend.

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) Plastic greenhouses are permitted, no larger than 3 metres by 2 metres. It is the responsibility of the allotment holder to maintain the greenhouse at their expense, any broken panels must be replaced immediately
- k) All new structures such as cages must be constructed of pole and green or black fruit netting only. No other colour will be permitted. Frames must be no higher than 6 ft 6 inches
- l) No more than 50% of a small plot and 30% of a large plot may be covered by a permanent or temporary structure
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) Storage of petrol, diesel or paraffin in containers is prohibited anywhere on the allotments or in a shed on the site
- r) Burning green waste in incinerators is permitted subject to the terms and conditions set out by the Town Council. One dustbin incinerator per plot only, no larger than 75 cm in height and 52 cm in diameter
- s) The Tenant cannot enter another allotment holder's plot without their consent which must be in writing

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.

Signed _____ on behalf of Hailsham Town Council

Signed _____ Tenant

Signed _____ Witness