



HAILSHAM TOWN COUNCIL

Town Council Offices, Inglebrook, 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 , **Hailsham, BN27 1EL** 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 **Harold Avenue** in the register of Allotment Gardens provided by the Council and containing **3** 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 **£23.10** 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) Borders between plots must remain grass, no wood chip or any other border is permitted
- f) The Tenant shall keep all compost and waste heaps either within their own Allotment Garden or in the designated areas around the site, in a neat and tidy condition and not accumulate rubbish or dump it elsewhere on the site.
- g) 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.
- h) 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.
- i) 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.

- j) Structures such as sheds, polytunnels or fruit cages are allowed, maximum dimensions to be 6ft x 4ft and no higher than 6ft 8 inches high. Any other structures will require consent from the Council
- k) 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.
- l) 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.
- m) Storage of petrol, diesel or paraffin in containers is prohibited anywhere on the allotments or in a shed on the site
- n) The Tenant cannot enter another allotment holder's plot without their consent which must be in writing
- o) All allotments must remain open planned, no fencing around the plots is permitted. Raised beds are permitted on the allotment plot.
- p) Manure can be delivered to the site to an allocated area. If the allotment ground is wet vehicles are not allowed on site and the manure must be delivered to the allotment car park. This must be placed on a sheet or other surface to protect the car park. Deliveries of manure must be transferred to the allotment holder's plot the same day and the delivery area must be left clean and tidy
- q) 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

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