

1. Parties

The Landlord: Hampton Parish Council

The Tenant: Plot holders at Hampton Hargate Community Allotments and sites and Hampton Vale Community Allotments and Gardens.

This tenancy agreement governs the relationship between Hampton Parish Council (the **Landlord**) and the plot holder (the **Tenant**).

By signing this tenancy agreement, the Tenant confirms their agreement to and acceptance of all its terms and conditions.

This tenancy agreement is a standing document and will not require re-signing annually unless it is formally amended.

The tenancy agreement makes reference to a number of policies, which are available to view on the Hampton Parish Council website. These policies may be amended from time to time and will be communicated with reasonable notice.

Upon surrendering an allotment, the Tenant must:

- return all keys in order to activate the refund of their key deposit (see clause 6: *Access & Security*); and
- return the plot in a good and tidy condition (see clause 25: *Condition of Plot on Termination*).

List of Policies

- Cultivation Policy. Version 1, Issued 14th May 2026
- Hen Policy Version 1, Issued 14th May 2026
- Rodent Control Policy Version 1, Issued 14th May 2026
- Vacant Plot Allocation and Waiting List Policy. Version 1, Issued 14th May 2026
- Structures and Applications Policy. Version 1, Issued 14th May 2026

Where there is a single occupant of an allotment plot, they will be described as a **Primary Plot Holder**, where the tenancy is between two people, both a **Primary Plot Holder** and a **Secondary Plot Holder** are required to sign a tenancy agreement, clearly indicating in which capacity they are signing.

By signing the tenancy agreement:

1. both the Primary and Secondary Plot Holders confirm their acceptance of and agreement to comply with all rules, terms, and conditions; and
2. the allocation of plots by way of “gifting” or any other arrangement intended to circumvent the tenancy rules is prevented.

All notices, correspondence, and formal communications relating to the tenancy will be issued to all recorded Tenants, whether designated as Primary or Secondary Plot Holders.

Any proposed variations or amendments to the tenancy agreement will be subject to review and approval by the Parish Clerk and Hampton Parish Council.

Both named persons become tenants of the respective HHCAG or HVCAG Associations and are required to hold individual membership.

To ensure that the Allotment sites are kept to a good standard, every tenant will be required to volunteer for 10 hours a year or to attend to at least two on-site working parties each year to continue their Tenancy Agreement.

The Tenant must notify the Parish Council immediately of any change of address.

Where the Tenant moves to an address outside the area covered by the Electoral Roll for Hampton, the Council may terminate the agreement on the next annual renewal date, being 1st April.

Start Date of Tenancy: 1st April 2026

This tenancy is granted under the **Allotments Acts 1908–1950**.

2. Use of the Plot

The Council lets to the Tenant the allotment plot for use wholly or mainly for the cultivation of fruit, vegetables, herbs, and flowers for personal use.

The Plot must not be used for trade or business.

3. Duration

The tenancy runs from the start date and continues year to year, unless terminated in accordance with Section 22-27 of this agreement.

4. Rent & Memberships

- Rent is due annually in advance by 15th April and is payable by BACS only.
- The Council may vary the rent by giving 12 months' written notice.
- The Membership fee for the relevant Hampton Hargate or Vale Allotment Association, £10.00 per member per year is collected by the Council on behalf of HHCAG/HVCAG. Each plot must have at least one named Tenant member, a second named Tenant may be added on payment of a further £10.00 Membership. The second named Tenant may apply for succession of the Plot if the Primary named Tenant ceases to become a paid member or ceases to be eligible for the plot.
- Any adult working on the allotment on a regular basis or attending to a plot without the plot holder present is required to hold membership.
- Annual renewals of plots are conditional on all observations from previous plot inspections being cleared to the satisfaction of the Council.

5. Cultivation and Maintenance

- The Tenant agrees to cultivate and manage the plot in accordance with the Standard Cultivation Policy and to comply with all requirements set out therein.
- The Council may carry out checks at any reasonable time.

6. Access & Security

- Each entrance key is issued subject to a refundable deposit of £25.00. Keys must not be lent, transferred, or otherwise made available to any person who is not a Tenant or an adult holding full membership. All keys must be returned upon termination of the Tenancy Agreement. The key deposit will be refunded by bank transfer from Hampton Parish Council within four weeks of the key being returned in good working order. No refund will be made in respect of keys that are lost, not returned, or returned in a damaged condition. Where a key is not returned at the end of a tenancy, the key holder's details will be retained on record and may be disclosed to the Police in the event of suspected malicious damage, theft, vandalism, or other related incidents.
- For the protection of lone tenants, prevention of unauthorised visitors and the protection of property and crops the main access gate shall be closed and locked at all times (the gate to be locked after you enter and reopened and locked after you leave the site.)
- Weather damage and vandalism should be reported to the Council promptly.
- There should be no valuable tools or other assets stored at the allotment and ~~that~~ sheds should be secured. Access to the site is restricted between the hours of 0600 to 2200, except in emergencies

- The use of Power Tools should be restricted to starting after 9am and should cease by 8pm.
- Delivery vehicles for bulk deliveries of soil, compost, bark, etc. or vehicles may enter the site for loading/unloading only, the vehicle to be admitted by the plot holder on arrival and the gate locked whilst they escort the delivery to their plot. The plot holder to escort the delivery vehicle to reopen the gates and lock the gates once the vehicle has left.
- Where fruit cages, polytunnels and other structures are being professionally erected the plot holder to remain on site until the construction is completed and the vehicle and construction staff have left the site.
- Access routes must not be obstructed at any time.

7. Water Use, Ponds, Water Features, and Safety

- Any existing ponds or water features within the Allotment plot must be adequately fenced or otherwise suitably secured at all times to prevent risk to persons on the Allotment Site.
- No new ponds, water features, or bog gardens may be created on any communal area of the Allotment Site without the prior written consent of the Council. Applications for consent must be supported by detailed plans submitted in advance of any works commencing. Such plans must clearly demonstrate the proposed design, safety measures, and any additional protective arrangements intended to minimise risk.
- The plot holder / Association member shall be responsible at all times for the supervision of any children they bring onto the Allotment Site. Children must be kept under proper control and prevented from accessing other plots, restricted areas, or any location where hazards may be present.
- Water provided on the Allotment Site must be used responsibly and solely for purposes directly connected with the cultivation of the Allotment plot.
- The connection of hosepipes to the taps on the water troughs is strictly prohibited.
- Hosepipes can be used when connected to a plot's water harvesting system, such as an IBC container or Water Butt.
- The water supply to the Allotment Site shall normally be switched on in April and switched off in October by the Council and/or the Allotment Association. The Council encourages water harvesting for use through the winter and periods of drought but accepts no liability for the availability of water outside the agreed periods (currently April to October).
- Any leaks, damage, or defects to water infrastructure must be reported to the Council promptly upon discovery to prevent costly wastage and commission timely repairs.

8. Structures and Applications

Tenants must comply fully with the Council's Structure and Applications Policy, as amended from time to time.

9. Trees

Only dwarf or semi-dwarf fruit trees and bushes producing edible crops are permitted on allotment plots, and only with prior written consent from the Council. No other trees may be planted.

In the absence of secure fencing around the perimeter of the site, the boundary hedges serve an important protective function.

The Tenant shall be responsible only for the maintenance of the **inner face** of the hedges adjoining their plot.

Hampton Parish Council (HPC) shall be responsible for maintaining the **outer face**, width, and height of the boundary hedges, exercising due care in areas adjacent to metal fencing. Hedge maintenance shall be carried out to an agreed height and width in order to safeguard allotment plots by discouraging unauthorised access and helping to prevent vandalism, damage, or other criminal activity affecting the site, neighbouring plots, and neighbouring residential gardens.

The Tenant shall be fully responsible for any trees growing within their plot. Trees must be maintained at a height and condition that can be safely managed, do not present a health and safety risk to other tenants or site users, and do not encroach upon neighbouring plots or adjoining land. To protect wildlife, hedges and trees must not be cut or disturbed between 1 March and 1 September, except where permitted by law or necessary for safety. Failure to comply with this policy may result in enforcement action under the allotment tenancy agreement.

10. Public Paths, Roads, and Vehicle Use

- The parish Council requires that all public paths, access ways, and roads within the Allotment Site are kept clear and unobstructed at all times.
- All Vehicles must be parked in the designated car park areas or removed from the Allotment Site immediately after loading or unloading on individual plots has taken place. The exception being where a vehicle is required to access the plot through a flooded area.
- The Tenant shall take all reasonable care to ensure that their vehicle does not cause any obstruction or inconvenience to residents, other tenants, or emergency service vehicles.

11. Livestock, Animals, and Pets

Hens may only be kept on the Allotment Site with the prior written permission of the Council. Any approved hen keeping must comply at all times with relevant animal welfare legislation and guidance.

Tenants keeping hens must also comply fully with DEFRA guidance and the Council's Hen Policy, as amended from time to time.

The keeping of bees is not permitted anywhere on the Allotment Site.

Dogs must be kept on a lead at all times unless within the tenant's own fenced plot. Owners are expected to clear up after their dog and remove the waste from site.

12. Fires, Bonfires, and Outdoor Heating Equipment

- The lighting, use, or permitting of fires or bonfires is strictly prohibited anywhere on the Allotment Site.
- Barbecue equipment, chimeneas, and other outdoor heating appliances may be used on the Allotment Site only where they are designed for such use and are operated safely. Such equipment may burn charcoal and/or seasoned logs only. The burning of rubbish, garden waste, or plant material is strictly prohibited.
- All barbecue and outdoor heating equipment must be positioned well clear of combustible materials, including but not limited to sheds, fences, hedges, and stored items.
- Any barbecue or outdoor heating equipment must be continuously supervised from the time it is lit until all flames, embers, and coals are fully extinguished.
- Following use, all equipment, fuel, and associated materials must be stored securely within the Tenant's shed or removed from the Allotment Site.
- Open fires and incinerators are not permitted on the Allotment Site at any time.

13. Waste, Materials, and Prohibited Items

- The Tenant shall compost or re-use all organic matter arising from the cultivation of the Allotment plot wherever reasonably practicable. Any material that cannot be composted or re-used must be removed from the Allotment Site by the Tenant.
- The Tenant shall not deposit or permit the deposit of any rubbish, refuse, or waste material on any path, roadway, car park, access way, ditch, hedge, or boundary adjoining the Allotment Site, nor bring onto the Allotment Site any rubbish or waste material from another source.

- The use or presence of barbed wire or similar hazardous materials is strictly prohibited anywhere on the Allotment plot.
- The use of carpet, or beehives is not permitted anywhere on the Allotment plot.
- Additional tyres are not permitted on the site, any existing tyres to be removed at the tenant's own cost if they are not required on an existing site.

14. Deliveries of Materials – Compost and Manure

- The Tenant shall not deposit or allow the deposit on the Allotment plot of any materials other than manure or compost, and then only in quantities reasonably required for cultivation of the plot.
- Where Tenants share a delivery of compost or manure, all materials must be distributed to individual plots on the day of delivery. Materials must not be stored on paths, roads, or car parking areas, but may be temporarily stored on a vacant plot only with the agreement of the relevant committee.
- Any manure stored on the Allotment plot must be securely covered until dug in, to prevent risk to children and nuisance to neighbouring plot holders. Any spillages onto public or communal areas must be removed promptly and, where manure is involved, washed down using a suitable anti-bacterial product. Contaminated tools must not be washed in water butts.
- The Tenant must obtain the prior permission of the Parish Council before bringing any non-compostable materials onto the Allotment Site. Hardcore, waste materials, and cement are prohibited. Gravel is permitted on both sites.

15. Chemicals, Pesticides, and Fertilisers

- Commercially and traditionally available products purchased from garden or horticultural suppliers may be used for the control of pests, diseases, or vegetation. Agricultural or professional horticultural products are not permitted.
- The use and storage of all chemicals must comply with current legislation and good practice, including the Control of Pesticides Regulations (as amended) and the Control of Substances Hazardous to Health Regulations 2002 (COSHH). Guidance is available from Peterborough City Council or the Health and Safety Executive.
- The Tenant shall take all reasonable care when using sprays, fertilisers, or chemicals on their Allotment plot.
- The Tenant must ensure that adjoining hedges, trees, paths, and crops belonging to other Tenants or the Parish Council are not adversely affected. Any damage caused must be made good or replanted at the Tenant's expense.
- Wherever possible, the Tenant shall select and use products which pose the least risk to human health, wildlife, and the environment.

16. Children on the Allotment Site

The Tenant agrees that:

- No child under 16 may enter the site unless accompanied by a responsible adult.
- Children must be supervised at all times.
- Under 18's must not use heavy machinery, power tools, or hazardous equipment.
- The Tenant is fully responsible for the behaviour and safety of any non member adult or child they bring onto the site.
- All persons aged 18 or over who work on the Allotments, or who visit the plot in the absence of the Plot Holder (for example, to feed chickens), are required to become members of the relevant association.

- Any damage caused to other plots, communal areas, pathways, gates, neighbouring houses and gardens, fences and hedges, cars must be reported promptly to the Council. Responsibility for the cost of repair or replacement shall rest with the relevant allotment Tenant.

17. CCTV on Allotment Plots

- CCTV is permitted only on the Tenant's own plot and on the understanding that recordings should be made available on request of the authorities, the Council or the Allotment committee if an incident occurs.. A notice must be posted at the entrance to the plot notifying visitors of the use of cameras.
- Cameras must be positioned so they only record the Tenant's plot.
- Cameras must not record neighbouring plots, other tenants, or communal areas.
- Breaches will result in enforcement action by the Council.
- Alarms are permitted, but before investment, the specification should be provided to the Parish Clerk and written consent provided.

18. Council Rights and Dispute Resolution

- The Council, its officers, employees, or authorised agents may enter the Plot at all reasonable times for the purposes of inspection, maintenance, safety checks, or the carrying out of any necessary works.
- The Council may carry out such works to the Plot or the Allotment Site as it considers necessary for health, safety, maintenance, or management purposes.
- The Council reserves the right to make, amend, or update site rules, regulations, or conditions of tenancy from time to time. Reasonable notice of any such changes shall be given to in writing to Tenants, notices will also be displayed on notice boards until fully enacted.
- Any dispute between Tenants relating to the use, management, or occupation of allotment plots shall be referred to the Council for consideration and determination. The Council's decision shall be made following consideration of all relevant information and in accordance with its policies and complaints procedures.
- Where a dispute arises between a Tenant and the Allotment Association, the matter shall be referred to the Parish Council for determination. The Council's decision shall be made following consideration of all relevant information and in accordance with its policies and complaints procedures.
- Any complaint regarding the Council, the Association, or the management of the Allotment Site shall be made in accordance with the Council's formal Complaints Policy.

19. Conduct, Compliance, and Use of the Allotment

During the tenancy, the Tenant shall:

- Not cause or permit any nuisance, annoyance, harassment, or disturbance to other tenants, neighbouring occupiers, or visitors to the Allotment Site.
- Not behave in any manner that may endanger the health or safety of any person on the Allotment Site.
- Not bring onto, store, or use on the Allotment Site any dangerous, hazardous, or offensive items or substances, except where such items are lawfully permitted and used strictly in accordance with relevant legislation and guidance.
- Ensure that shed and other alarms must be linked to a remote system and not left to sound for more than a short initial activation period. Repeating alarm systems are not permitted.

- The Tenant shall, at all times during the tenancy, observe and comply with all Acts of Parliament, statutory instruments, regulations, bylaws, and any local or other lawful requirements affecting the Allotment Site.
- The Allotment plot shall not be used for any illegal, unlawful, or immoral purpose.
- The Tenant shall comply with all relevant legislation, guidance, and recognised codes of practice relating to any activities carried out on the Allotment plot.
- The Tenant shall observe and comply at all times with the Constitution, rules, and regulations of the Association, as amended from time to time.
- The Tenant shall not enter upon or interfere with any other allotment plot without the prior permission of the relevant plot holder. An exception shall apply where entry is reasonably necessary, such as circumstances involving vandalism, damage, or an emergency, solely for the purpose of assessing the situation and preventing further deterioration. In such circumstances, the Tenant shall notify the Council as soon as reasonably practicable.
- Any Tenant found trespassing without prior permission other than in the circumstances detailed above will have their tenancy terminated immediately.
- Camping or residing on the allotment site is not permitted.
- No firearms or weapons are permitted on or within the allotment site. Where tools could be used as a weapon or to commit vandalism, the tenant should secure these items on site or remove to another location.
- The tenant shall not erect any notice or advertisement other than association business on the allotment plot without prior consent of the Council.
- The tenant shall not run a business from the allotment site.

20. Assignment and Subletting

- The Tenant shall not assign, transfer, sublet, share, or otherwise part with possession of the Allotment plot or any part of it. For the avoidance of doubt, this clause shall not prevent another person, authorised by the Tenant and registered as a member of the Allotment Association, from assisting with the cultivation of the plot, provided that the Tenant remains wholly responsible for compliance with the terms of this Agreement.
- No household shall hold more than the equivalent of **two full allotment plots** at any one time.
- The tenancy shall not be transferred to, assigned to, or inherited by any friend or family member, nor shall it be capable of being bequeathed by will.

21. Insurance

The relevant HHCAG/HVCAG Allotment Association is responsible for arranging and meeting the cost of Public Liability Insurance for tenants and registered members. The Council accepts no liability for loss, theft, or damage, and there is no guarantee of site security. Tenants are responsible for insuring their own power tools and any structures they install on their plot.

22. Ending and Termination of Tenancy

Termination by Notice

The tenancy of an Allotment plot may be terminated as follows:

- By the Tenant giving not less than one month's written notice to the Council.
- By the Council giving not less than twelve months' written notice, such notice to expire on a date between 29 September and 6 April, in accordance with the Allotments Acts 1908–1950.
- By the Council giving not less than one month's written notice where:
Rent remains unpaid for a period of 30 days after it has become due; or
The Tenant is in breach of the terms of the tenancy agreement or an Allotment Policy.

23. Automatic Termination and Re-Entry

Automatic Termination

The tenancy shall automatically terminate on the next annual renewal date (1 April) following:

- The death of the Tenant.
- The date on which the Tenant ceases to reside within the area defined by the Hargate or Hampton Vale Electoral Roll.
- The date on which the Council's own tenancy or right of occupation of the Allotment Site comes to an end.

24. Termination for Non-Payment or Breach

The tenancy may be terminated by the Council:

- Where rent remains unpaid for 30 days after the due date.
- By re-entry where the Tenant fails to duly observe or comply with the conditions of the tenancy agreement or this Allotment Policy.
- By re-entry where the Tenant becomes bankrupt or enters into any arrangement or composition with their creditors.

25. Condition of Plot on Termination

- Upon termination of the tenancy for any reason, the Tenant shall immediately return to the Council all Council property issued during the tenancy, including but not limited to keys.
- The Tenant shall remove all personal items, structures, and materials, including unused timber, pallets, tyres the tenant has brought on site and any rubbish, and shall leave the plot in a clean, tidy, and safe condition.
- Where, in the opinion of the Council, the plot has not been left in a satisfactory condition, the Council may carry out such works as are necessary to restore the plot. The reasonable cost of such works shall be recoverable from the former Tenant in accordance with section 4 of the Allotments Act 1950.
- The Tenant shall be given 14 days from the date of termination to clear the plot. Where the plot remains uncleared after this period, the Council may appoint a contractor to undertake the clearance. The full cost of such works, up to a maximum of £250, shall be charged to the former Tenant.

26. Enforcement and Breach Process

Stage 1 – First Warning (Written Notice)

Issued where a breach of the tenancy agreement or this Policy is identified.

The notice shall specify the nature of the breach and allow 28 days for the Tenant to remedy the issue.

Stage 2 – Final Warning (Notice to Improve)

Issued where the breach continues or where a further breach occurs.

The notice shall allow 14 days for compliance and shall warn that failure to comply may result in termination of the tenancy.

Stage 3 – Termination of Tenancy

Issued where the Tenant fails to comply with a Stage 2 notice or commits repeated breaches of the tenancy agreement or this Policy.

27. Immediate Termination Without Notice

The Council reserves the right to terminate the tenancy immediately, without prior warning, where the Tenant engages in serious misconduct, including but not limited to:

- Trespassing on another allotment plot.
- Harassment, aggression, intimidation, or threatening behaviour.
- Deliberate damage to another plot or to Council property.

- The use of CCTV or recording equipment to monitor other plots or tenants.
- Any behaviour which poses a serious risk to the safety of persons or property.

28. Right of Appeal

- A Tenant may appeal a termination decision by submitting a written appeal to the Council within 14 days of receipt of the termination notice.
- The Council shall consider the appeal and provide a written response within 28 days of receipt.

29. Service of Notices

- All notices under this Policy or the tenancy agreement shall be served by email.
- Notices shall be deemed served on the day they are sent, or on the next working day where sent after 16:00 hours or on a non-working day, whether received or not, unless a confirmatory copy is returned to the sender as undelivered.

30. GDPR Consent

Personal data will be processed in accordance with the Council's Privacy Notice. Information on the lawful basis for processing, data retention periods, and your rights as a data subject can be found in the Council's Privacy Policy, available on the Council's website.

By agreeing to the terms and conditions upon payment of the rental fee, I agree that Hampton Parish Council and the relevant Allotment Committee (HHCAG or HVCAG) may process my personal information for providing information and corresponding with me.

I agree that Hampton Parish Council and the relevant Allotment Committee can retain my contact information data for the duration of my Tenancy Agreement and for a continuing period of 12 months from the Tenancy Agreement ending or until I request, in writing, its removal.

I understand I have the right to request modification on the information that you keep on record.

I understand I have the right to withdraw my consent and request that my details are removed from Hampton Parish Council's and the relevant Allotment Committee's databases.

I understand that my Membership details will be passed on to the National Allotment Association as part of my Membership of that organisation.

I understand that, to continue my Tenancy, I must provide at least one contact address. This may be a street address or email address to allow relevant notifications relating to the Tenancy to be delivered in a prompt manner as per Tenancy Agreement terms

31. Signatures

For the Council:

Name: _____

Signature: _____

Date: _____

Tenant Name: _____

Signing as a Primary tenant ☐ or as a Secondary Tenant ☐

Plot number: _____

Signature: _____

Date: _____