

This Agreement is made on 1 October 2025 between the following parties:	
<b>Heckington Parish Council</b> <b>St Andrews Street</b> <b>Heckington</b> <b>NG34 9RE</b> and;	
<b>Name:</b> <i>This must be in the name of an individual, NOT an organisation</i>	
<b>Telephone:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Date of Birth:</b> <i>Must be 18 years or over.</i>	
The Tenant must immediately inform the Allotment Management Committee of any change of name, address, email or telephone number.	Initials
A copy of terms and conditions current at the commencement of this agreement is attached and has been read by the 'the tenant'.	Initials
The tenant understands that he/she will be charged a fee of £5 for public liability and personal injury insurance.	Initials
The Parish Council agrees to let to 'the Tenant' the allotment garden, plot number _____ in the Council's Allotment Register, situated at the Boston Road Allotments.	Initials
The Parish Council shall let the Allotment Garden to the tenant for a term of 18-months commencing on 1 October 2025 until 31 March 2027 and thereafter from year to year.	
The rent (including water charge and insurance) shall be paid annually no later than <u>31 October 2025</u> . <b>Heckington Parish Council</b> <b>Lloyds Bank</b> <b>Account Number:</b> <b>Sort Code:</b> Ref: Your initial and surname. <i>Cash or cheque payments will be accepted but there will be an administration charge of £5.00.</i> <b>NOTE: If payment has not been received by 31 October 2025 your tenancy will be terminated in line with the terms in this Policy.</b>	

The rent may be increased or decreased by the Allotment Management Committee as decided annually as part of the Parish Council's budget setting procedures.		
<p>Current fees:</p> <p>Full Plot: £90.00 (plus a refundable deposit £50.00)</p> <p>Half Plot: £47.00 (plus a refundable deposit £50.00)</p> <p>Quarter Plot: £24.00 (plus a refundable deposit £50.00)</p> <p>Key Deposit: £15.00 (Refundable on return)</p>		
<b>Signature:</b>		'the Tenant'
<b>Print Name:</b>		
<b>Date:</b>		
<p>I understand that if I leave the allotment garden in an untidy state at the end of my lease or if I fail to remove personal possessions, I may incur a financial penalty of up to a maximum of £100.00 towards the cost of clearance (minus deposit). I understand that if I fail to return my key to the Parish Council Office at the termination of my contract, I will incur a financial penalty of £30 (minus deposit) for a replacement key. I understand that my key deposit will not be returned.</p>		
<b>Signature:</b>		'the Tenant'
<b>Print Name:</b>		
<b>Date:</b>		
<b>Signature:</b>		On behalf of 'the Landlord'
<b>Print Name:</b>	Heidi Wilson	Clerk/RFO
<b>Date:</b>		
<b>Emergency Contact Details</b>		
<b>Name:</b>		
<b>Relationship:</b>		
<b>Address:</b>		
<b>Telephone:</b>		
<b>Email:</b>		
<b>Do you consent for your emergency contact details to be shared with the allotment association in the event of a medical emergency</b>		<b>YES/NO</b>

## **1. Interpretation**

- 1.1 Where the Tenant is more than one person (maximum of two), the obligations and liabilities will be joint.

## **2. Rates and Taxes**

- 2.1 The Parish Council shall pay all rates, taxes and duties, or other assessments which may at any time be levied or charged upon the Allotment site.

## **3. Cultivation and Use**

- 3.1 The Tenant shall use the Allotment Garden for the cultivation of fruit, vegetables and flowers.
- 3.2 The Allotment Garden shall be kept clean and tidy, clear of weeds and in a state of good cultivation.
- 3.3 The Tenant shall keep the Allotment Garden free from hazards including broken glass or scrap metal.
- 3.4 The Tenant shall be responsible for the removal of ragwort and other noxious plants in a timely manner to prevent the spread of seed.
- 3.5 The direct use of sprinklers on growing areas by connecting to the mains water supply is not permitted.
- 3.6 Hose pipes may be used for a maximum of 1-hour per day. IBC's should only be filled once per month. *The misuse of hose-pipes will lead to a blanket ban.*

## **4. Inspections**

- 4.1 The Allotment Management Committee shall conduct inspections of the Allotment Gardens on a quarterly basis. Wherever possible, advance notice of full site inspections will be advertised on the Allotment Association Facebook page and noticeboard. Full access must be given by the Tenant to the Allotment Management Committee for such an inspection.
  - 4.1.1 The Allotment Management Committee will be conducting animal welfare inspections (see schedule 1, 5.2). If you have livestock at the allotments you will be expected to attend daily. Do not assume that other allotment holders will tend your livestock.
- 4.2 If an Allotment Garden is found to be in unsatisfactory condition, a warning will be issued to the Tenant. The Tenant will be expected to address the issues raised within 30-days.
  - 4.2.1 A reinspection will take place and if the Allotment Garden is still considered to be in an unsatisfactory condition, a second warning will be issued to the Tenant. The Tenant will be expected to address the issues raised within the next 30-days.
  - 4.2.2 If at the next periodic inspection, the Allotment Garden remains in an unsatisfactory condition, the Tenant will be given notice to vacate the Allotment Garden within 30-days unless there are extenuating circumstances which are acceptable to the Allotment Management Committee. Point 6.2 below, may be enforced.
  - 4.2.3 The Tenant may submit an appeal to the Parish Council. The Parish Council will appoint an Appeals Panel of three councillors at the next meeting of the Parish Council. The Appeals Panel will review the decision based on the evidence presented by the Tenant and the Committee. The decision of the Appeals Panel will be final.
- 4.3 If the Tenant is unable to maintain their plot for any reason, they are asked to communicate with the Chair of the Allotment Management Committee, Mr Steven Wright. Short term assistance may be offered.

## **5. Conduct**

- 5.1 The Tenant must comply with the conditions of use of the Allotment Garden in Schedule 1.
- 5.2 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other Tenant or neighbouring resident of the Allotment Site and must always conduct themselves appropriately.

- 5.3 Tenants shall be expected to report any incidents of physical, verbal, mental abuse or harassment, vandalism or theft, either witnessed or experienced, directly to the Police and then to the Allotment Management Committee. The Committee takes reports of theft seriously and anyone found guilty of theft will be asked to vacate their plot immediately. The Committee takes reports of violence seriously and anyone making such threats, depending on the severity, will be served a final warning notice or notice of eviction.
- 5.4 The Tenant shall not enter onto any other Allotment Garden at any time without the express permission of the relevant Tenant. These rules apply to any person who accompanies the Tenant. The Tenant accepts responsibility for the actions of children, other persons and dogs entering the Allotment Site with his/her/their permission.
- 5.6 The Tenant shall not sublet the Allotment Garden under any circumstances. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday. The Allotment Management Committee is to be informed of the other person's name and contact details in such circumstances.
- 5.7 The Tenant shall observe the 5mph speed limit in place on the Allotment Site.

## **6. Termination of Tenancy**

- 6.1 The tenancy of the Allotment Garden shall terminate:
- 6.1.1 Automatically 30 days after the death of the Tenant unless a surrender is signed by the named next of kin.
- 6.1.2 By either the Allotment Management Committee or Tenant giving at least 30 days' notice in writing.
- 6.1.3 If the rent is not paid by 31 October 2025.
- 6.1.4 If the Tenant is not duly observing the conditions of this tenancy.
- 6.2 In the event of termination of the tenancy, the Tenant shall return to the Allotment Management Committee any property made available to him/her/them during the Tenancy and shall leave the Allotment Garden in a tidy condition. Failure to comply with this standard may result in a fine of up to £100 in accordance with Section 4 of the Allotments Act 1950 and as agreed on page 2 of this contract.

## **7. Notices**

- 7.1 Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by post. A notice will be sent by email where the Tenant has supplied an email address. The Clerk will endeavour to obtain a delivery receipt for all notices sent by email.
- 7.2 Any notice served on the Tenant will be delivered at or sent to his/her/their last known address.
- 7.3 Any notice sent by post is to be treated as having been served on the third working day after posting whether it is received or not.
- 7.4 A notice sent by email is to be treated as served on the date on which it is sent or the next working day where the email is sent after 5pm or on a Saturday or Sunday, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

## **Schedule 1**

### **1. Trees**

- 1.1 The Tenant may plant trees that are not expected to grow taller than 2.5 metres in height.
- 1.2 The Tenant shall plant trees at least 2.5 metres from the Allotment Garden boundary.

### **2. Boundaries & Paths**

- 2.1 The Tenant shall not plant any shrub, hedge or bush to form the plot boundary.
- 2.2 Fences shall be no higher than 5ft.

- 2.3 The Tenant shall not use any glass, spikes, barbed or razor wire, or any material likely to cause injury as part of the boundary of the Allotment Garden.
- 2.4 The Tenant shall not use solid materials such as old doors to create the Allotment Garden boundary. Post and wire fencing shall be used.
- 2.5 The Tenant must keep in good repair any fences and gates forming part of their Allotment Garden to the satisfaction of the Allotment Management Committee.
- 2.6 The Tenant shall always keep paths and walkways clear and tidy.
- 2.7 The Tenant must not obstruct or permit the obstruction of any of the paths or road which provide means of access to and from the Allotment Garden or the Allotment Garden of another Tenant. Tenants must not obstruct access to plots to the rear.

### **3. Buildings & Greenhouses**

- 3.1 The Tenant shall keep buildings and greenhouses in good repair to the satisfaction of the Allotment Management Committee.
- 3.2 The use of cement or other similar materials are strictly prohibited.
- 3.3 Buildings or structures shall be no higher than 10ft.
- 3.4 Any broken glass from greenhouses must be removed by the tenant.

### **4. Security**

- 4.1 The Tenant shall be issued a key to the Allotment Site.
  - 4.1.1 No replicas are to be made.
  - 4.1.2 They key is to be used by the Tenant only or by a duly authorised person identified in conduct 5.6 above.
  - 4.1.3 If the Tenant loses or damages his/her/their key, the Tenant will be given a second key but the deposit is forfeit. Any further replacements will incur a further deposit of £15.00.
- 4.2 The Allotment Site access gate shall be locked by the last person leaving the site.
- 4.3 The Allotment Management Committee will not be held responsible for loss by accident, fire, theft, or damage from the Allotment Garden.

### **5. Livestock**

- 5.1 Except with the prior written permission of the Allotment Management Committee, the Tenant shall not keep any animals or livestock on the Allotment Garden, save bees, rabbits and up to ten chickens and ten ducks. All animals must be registered with the Allotment Management Committee in advance of their installation.
- 5.2 **Tenants shall keep their livestock in sanitary living conditions which are well maintained. Livestock must be well fed, watered and in a healthy condition. Any livestock found in unsanitary conditions will be reported directly and immediately to the RSPCA without exception.**
- 5.3 Livestock shall not cause nuisance to other Tenants or residents of neighbouring properties.
- 5.4 ALL tenants shall be expected to register their poultry in accordance with government guidelines. Any enquiries should be directed to the Allotment Management Committee. Proof of registration must be supplied to the Clerk.

### **6. Dogs**

- 6.1 The Tenant shall not bring a dog onto the Allotment Site unless it is leashed and remains with the Tenant on the Tenant's Allotment Garden only.
- 6.2 Dog foul is to be picked up and disposed of immediately. Failure to pick up dog foul will result in a warning notice. Only two warning notices will be issued; a first warning and final warning. Foul may be disposed of in the provided dog waste bin at the front of plot B4.

- 6.3 Any reports of dog fouling must be reported to the Chair of the Allotment Management. Repeat offences will lead to a ban of offending dogs on the Allotment Site and may lead to a blanket ban on the Allotment Site.
- 6.4 Any reports of aggressive dogs will lead to a ban of the offending dog with immediate effect.
- 7. Fire**
- 7.1 Tenants may light fires on their Allotment Garden only for the burning of organic materials from the Allotment Garden. It is strictly forbidden to burn hazardous material. These should be disposed of, off site, safely by the tenant.
- 7.2 Fires must be kept under control and attended at all times and must not cause nuisance to other Tenants or neighbouring residents.
- 7.3 Fires must be completely extinguished before the tenant leaves the site.
- 7.4 Tenants may burn all year round in a burning bin or barrel. Bonfires may only be lit between September and March.
- 8. General**
- 8.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish or refuse (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes surrounding the allotment.
- 8.2 Non compostable waste including hazardous materials shall be removed from the Allotment site by the Tenant.
- 8.3 Oil, fuel, lubricants and other flammable liquids shall not be stored in any shed, except in an approved container with a maximum capacity of 5 litres, for use with garden equipment only.
- 8.4 Proprietary portable camping stoves are permitted for the Tenant to make warm beverages. When not in use, gas cannisters are to be safely stored away from any fire hazard/risk. The maximum size gas contained permitted is 5kg.
- 8.5 Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked so as not to obstruct the paths and accessways at any time. Due consideration to allow access for emergency services must be adhered to at all times.
- 8.6 All Tenants are responsible for their own safety and for the safe keeping of their own personal possessions. Tenants bringing family or friends onto the allotment garden are responsible for their safety and must ensure that they observe the rules contained herein.
- 8.7 Consent must be obtained for holes, excavations or ponds dug for the collection of rainwater.
- 8.7.1 Existing holes, excavations, or ponds are permitted but must meet health and safety standards i.e signage and safety barriers.
- 8.7.2 Existing holes, excavations, or ponds must be infilled upon termination of lease.
- 8.7.3 The Tenant accepts full liability for holes, excavations or ponds.
- 8.8 The tenant understands that the water supply at the allotments is NOT POTABLE.
- 8.9 CCTV is in operation on site and the CCTV policy can be viewed on the Parish Council website at <https://heckington.parish.lincolnshire.gov.uk/downloads/download/25/policies-and-procedures>. Personal CCTV devices are permitted but the Allotment Management Committee accepts no responsibility for this. Tenants must display their own signage.
- 9. Chemicals, Pests, Diseases and Vermin**
- 9.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, disease or vegetation.
- 9.2 When using a sprays or fertilisers, the Tenant must
- 9.2.1 Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and;

9.2.2. So far as possible select and use chemical, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and;

9.2.3 Comply at all times with current regulations on the use of such sprays, chemicals and fertiliser.

9.3 The use and storage of chemicals must be in compliance with all relevant legislation.

9.4 Any incidence of vermin or rats on the site should be reported to the Allotment Management Committee.

9.5 Tenants are strictly forbidden from using any rodenticides on the allotments. The Landlord has appointed a pest control agent.

## **10. Children on Allotment Gardens**

10.1 Children are welcome on allotments; however, they must be accompanied by the Tenant at all times. For the purposes of the Tenancy Agreement, children are 16-years and below.

## **11. Insurances**

11.1 The Allotment Association can offer coverage at a cost of £5.00 per Tenant per annum. The Parish Council accepts no responsible for loss or injury sustained on the Allotment Gardens.

The Privacy policy is available upon request from the Clerk or via the Parish Council website <https://heckington.parish.lincolnshire.gov.uk/downloads/download/25/policies-and-procedures>.