

HUNTLEY PARISH COUNCIL
TENANCY AGREEMENT FOR AN ALLOTMENT

THIS AGREEMENT made on the 30th of March 2026 between Huntley Parish Council ('the Council') and NAME of ADDRESS ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment situated at Main Road, Huntley and referenced as Plot Number xx in the Council's Allotment Register
2. The Council shall let the Allotment to the tenant for a term of one year commencing on the 1st April 2026 until 31st March 2027.
3. The tenant shall pay a yearly rent of £ 15.00 for a half plot and £30.00 for a full plot which shall be payable in full within 30 days of 1st April 2026.
4. This tenancy is subject to the Small Holding and Allotments Act 1905, Allotments Act 1922, Allotments Act 1950 as well as regulations in this agreement.
5. Tenants will be given a minimum of 4 months' notice of allotment rent charge increases. The parish council will set the annual rent at its meeting in December for the coming year, i.e. the meeting in December 2026 will set the rent for the year commencing 1 April 2027.
6. Payment of rent will be taken as acceptance of this agreement.
7. The tenant shall use the Allotment only for the cultivation of fruit, vegetable and flowers for use and consumption by him/her/them and his/her/their family.
8. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment.
9. The tenant shall reside within the parish of Huntley or within one mile of the boundary during the tenancy.
10. During the tenancy, the tenant shall :
 - Keep the Allotment clean, free of weeds and in a good state of cultivation.
 - Not used for commercial use
 - Not keep livestock or poultry in the Allotment other than reasonable numbers of hens or rabbits for personal use and which shall not be kept for a business or a trade
 - Not bring dogs into the Allotments
 - Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment
 - Not use any barbed wire on the allotment for any purpose
 - Except for buildings or structures which are necessary for the keeping of hens and rabbits, the tenant shall not erect a shed, greenhouse or other building or

structure on the Allotment without first obtaining the Council's written consent. Any building must not exceed 200 cubic meters in capacity or 8 x 6ft

- Not fence the Allotment plot without first obtaining the Council's written consent. The allotment can be fenced to provide a run for hens or rabbits
- Maintain any fences and gates forming part of the Allotment plot
- Not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission
- Not cut, lop or fell any tree growing on the Allotments
- Ensure that any person present on the Allotment with the tenant's permission does not cause damage to any property, or display anti-social behaviour
- Permit an inspection of the Allotment at all reasonable times by the Council
- Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment or the Allotment of another tenant. This includes hose pipes and garden tools.
- Encroach on other plots by cutting paths. Paths between allotments must be a minimum of 2ft, and tenant shall keep the grass paths properly cut and trimmed.
- Tenants receiving delivery of manure, soil, etc must be on site when the delivery is made.
- No garden or household food waste to be brought onto the allotment.
- May light bonfires to dispose of the allotment rubbish. Bonfires should be lit during the early morning or early evening when fewer tenants are on the allotments. Bonfires must not be left unattended

11. All property left on site is entirely at tenants' own risk.
12. In accordance with the Allotment Act 1922 Section 1 (1)(a), the Council may terminate the agreement by providing the tenant with no less than twelve months' written notice to quit, effective on or before the 6th day of April or on or after the 29th day of September in any given year.
13. The tenancy may be terminated by the Council by serving one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 10 or
 - c. the tenant moves to more than one mile outside of Huntley parish.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit. No refund of rent will be made for early termination.
15. Tenants vacating allotments will be allowed to remove their crops up until 31st March. Thereafter, the crops become the property of the new tenant.
16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected on the Allotment unless the Council agrees

otherwise which shall be confirmed in writing to the tenant. Any shed, greenhouse or other building or structure remaining at the end of the tenancy will become the ownership of the parish council

17. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk
18. Any complaints regarding other tenants should be sent to the Council's Clerk

Liz Tustin
Clerk and RFO to Huntley Parish Council

Based on NALC template
Reviewed and adopted by Huntley Parish Council on 4 March 2025.