AN AGREEMENT made on date BETWEEN the BATTLE TOWN COUNCIL hereinafter called 'the Council') of the one part and name & address hereinafter called 'the Tenant') of the other part WHEREBY IT IS AGREED by and between the parties hereto as follows:

1. Agreement to let

1.1 The Council lets to the Tenant the Allotment Plot situated at **site** and being the allotment plot number plot number in the Register of Allotment Plots kept by the Council and containing xx sq metres or thereabouts delineated in red for identification purposes only on the plan attached.

1.2 The Council lets the Allotment Plot for an initial rent of proportion cost for the period to 1st October 2024 and thereafter for a yearly rent payable annually in advance of £**xx** such other rent as shall from time to time be fixed by the Council to become effective on 1st October in any year) payable in advance on 1st October each year.

1.3 The Tenant will be required to submit a deposit of £50 (or such other deposit as shall from time to time be fixed by the Council to become effective on 1st October in any year) at the commencement of this Agreement which shall be refunded upon the cessation of this Agreement if the Tenant leaves the allotment plot in a satisfactory and rentable condition, as deemed by the Council.

1.4 The tenancy may be terminated by the Council serving on the Tenant not less than twelve months' written notice to quit expiring on or before the 1st April or on or after 30th September in any year.

1.5 The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if the rent is in arrears for 40 days.

1.6 The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if the Tenant has not observed the rules referred to in Clause 2 below and timescale for expected remedial works following inspections: where a plot is not maintained in accordance with the terms of the allotment Agreement, a 1 month notice to improve will be issued; the plot will be re-inspected by the grounds staff 1 month following the issuing of such a notice and, where no improvement is seen, one month's notice will be issued to terminate the tenancy, unless notification has been received that the tenant has experienced a significant difficulty and a date provided by which cultivation will be carried out.

1.7 If the Tenant shall have been in breach of Clause 2 below or on account of the Tenant becoming bankrupt, the Council may re-enter the allotment plot and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.

1.8 The termination of the tenancy by the Council in accordance with clause 1.7 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.

1.9 The tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit.

1.10 Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the Tenant's last known address. Any notice to be served by the Tenant shall be addressed to the Council's Clerk.

2. Tenant's Agreements

2.1 Rent

2.1.1 The Tenant shall pay the rent in advance on 1st October each year.

2.1.2 The Tenant shall pay a deposit of £50 which shall be refunded upon the termination of this Agreement if the allotment plot is deemed by the Council to be in a decent condition for re-letting.

2.2 Use

2.2.1 The Tenant shall use the allotment plot only for the cultivation of fruit, vegetables and flowers and/or to keep hens or rabbits in reasonable numbers.

2.2.2 The Tenant must not sell produce grown on the allotment plot or undertake a business or trade in respect of the cultivation and production as in 2.2.1 above.

2.2.3 The Tenant must not keep any poultry, livestock or animals except those referred to in 2.2.1 above

2.2.4 The Tenant must not assign the tenancy or sublet or part with the possession of any part of the allotment plot.

2.2.5 The Tenant must not bring animals except those referred to in 2.2.1 above to the allotment site without first obtaining the Council's written consent.

2.2.6 The Tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment plot.

2.2.7 The Tenant must not obstruct any path or roadway set out by the Council for the use of the public or occupiers of any other allotment plots.

2.2.8 The Tenant must avoid the burning of rubbish at times and in circumstances which could cause a nuisance to occupiers of other allotment plots or neighbouring properties.

2.2.9 The Tenant must not take, sell or carry away any minerals, gravel, sand or clay from the allotment plot.

2.2.10 The Tenant shall be responsible for ensuring that any person present in the allotment plot with or without the tenant's permission does not suffer personal injury or damage to their property.

2.3 Cultivation

2.3.1 The Tenant must keep the allotment plot clean, free from weeds and in a good state of fertilisation and cultivation.

2.3.2 The Tenant must cut the grass on any pathway included in the allotment plot.

2.3.3 The Tenant must obtain the Council's written consent before planting any tree.

2.3.4 The Tenant must not plant any tree, shrub or bush in a position that may affect other allotment plots.

2.3.5 The Tenant must not use hosepipes other than for the filling of water butts, watering cans etc. Every effort must be made to keep mains water use to a minimum. The Tenant is responsible for installing a method of rain capture in a suitably-sized container.

2.3.6 The Tenant must not store or deposit or allow other persons to store or deposit upon the allotment plot material other than that required for its proper cultivation, and must limit material to quantities necessary for such proper cultivation.

2.3.7 The Tenant should maximise opportunities for recycling and composting.

2.3.8 The Tenant must not use carpet for weed control on the allotment plot.

2.3.9 The Tenant should maximise opportunities to use only natural fertilisers

2.4 Boundaries

2.4.1 The Tenant must keep the boundary of the allotment plot clearly defined.

2.4.2 The Tenant must cut the grass on any pathway abutting the allotment plot (or, in the case of a pathway abutting another allotment plot, the half-width).

2.4.3 The Tenant must keep the pathway referred to in 2.4.2 in reasonably good repair and not dig, cut or do anything to reduce the width of any pathway to less than 45 cm.

2.4.4 The Tenant must trim and keep in decent order all hedges forming part of the allotment plot.

2.4.5 The Tenant must not fence the allotment plot without obtaining the Council's written consent.

2.4.6 The Tenant must maintain and keep in repair fences and gates on the allotment plot.

2.4.7 The Tenant must not use barbed wire on the allotment plot.

2.4.8 The Tenant must not place any forms of glass, with the exception of a greenhouse, in a position abutting any pathway on the boundary of the allotment plot.

2.5. Structures

2.5.1 The Tenant must not install a pond or erect a shed, greenhouse, hen house, rabbit hutch or other building or structure on the allotment plot without first obtaining the Council's written consent and if appropriate planning permission.

2.5.2 The Tenant must not erect a shed, greenhouse, hen house, rabbit hutch or other building or structure on the allotment plot in a position that may affect other allotment plots.

2.5.3 The Tenant will store any fertilisers for use on the plot in manufacturer's containers. Such substances must be locked away and out of reach of children. Manufacturer's instructions regarding safety, storage, mixing, disposal and use must be observed at all times.

2.5.4 Upon the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected in the allotment plot unless the Council agrees otherwise which shall be confirmed in writing to the Tenant.

2.6 Additional Rules

2.61 The Tenant shall observe additional rules that the Council may make or revise for the regulation and management of the allotment plot and other allotment plots let by the Council.

2.6.2 The Tenant must observe and comply with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the allotment plot.

2.6.3 The Tenant must not cut, lop or fell any tree growing on the allotment site without first obtaining the Council's written consent.

2.6.4 The Tenant must use their best endeavours to protect any trees, hedges, fences or gates in the allotment site of which the allotment plot forms part.

2.6.5 The Tenant will, within reason, aim to abide by the 'Best Practice Allotment Guidelines' provided by the Council

2.7 Inspections

2.7.1 The Tenant must permit an inspection of the allotment plot by Councillors, the Council's employees or agents at any reasonable time.

2.8 Change of name or address

2.8.1 The Tenant must inform the Council of any change of name or address in a timely manner.

2.9 General Data Protection Regulation (GDPR)

2.9.1 Personal information will be retained for the period of tenancy and up to one year following termination.

3. Council's Agreements

3.1 The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment plot.

3.2 The Council shall cut back hedges around the boundary of the allotment site during the winter before the nesting season. Hedge trimming may be required later in the season and will be undertaken as directed by the Council's Clerk or Deputy.

3.3 The Council shall mow grass pathways around the boundary of the allotment site and also main pathways from the entrance(s).

3.4 The Council shall inspect pathways annually and undertake repairs to any pathways deemed dangerous or pose a potential hazard.

3.5 The Council shall inspect fences and gates annually and undertake repairs or replacement as necessary.

SIGNED by the said Tenant ……

In the presence of a Witness

Witness signature ……

Witness address ……

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SIGNED for and on behalf of the Council Carol Harris

In the presence of a Witness

Witness name Jane de Garston

Best Practice Allotment Guidelines

In the summer of 2023, Battle Town Council declared a climate emergency. As a result, we encourage allotment holders to prioritise supporting biodiversity, conserving natural resources and helping the Council to mitigate climate change thus ensuring the long-term health and productivity of your allotment, as well as contributing positively to the surrounding ecosystem.

Our top tips for sustainable, environmentally friendly gardening are:

- Prioritise organic gardening practices, such as composting kitchen waste and using only natural fertilisers, to reduce the carbon footprint of your allotment.
- Opt for drought-resistant and native plant species to conserve water and adapt to changing climate conditions.
- Practice crop rotation to maintain soil health and prevent the buildup of pests and diseases.
- Install rainwater harvesting systems to collect and reuse rainwater for watering your allotment, reducing reliance on water sources.
- Implement mulching techniques to retain soil moisture, suppress weeds, and improve soil structure, thus reducing the need for watering and synthetic herbicides.
- Integrate companion planting methods to naturally repel pests and promote beneficial insect populations, reducing the need for chemical pesticides.
- Use renewable and biodegradable materials for constructing raised beds, compost bins, and other allotment structures to minimise environmental impact.
- Embrace regenerative gardening principles by focusing on soil regeneration, biodiversity enhancement, and carbon sequestration to contribute positively to climate mitigation efforts.
- Engage with the local community to share resources, knowledge, and experiences, fostering a culture of sustainability and resilience within the allotment community.