HEDGE•END TOWN COUNCIL
Serving the Community

Kanes Field and Spring Field

Allotment Agreement

2026 - 2027

This is the 2026-27 edition of the Kanes Field and Spring Field Allotment Agreement which supersedes all previous agreements.

We appreciate your help, support and co-operation to help ensure that the allotments are a safe, friendly and fair place for all and would like to wish you a successful and happy year of allotment gardening.

If you require further information on any part of this document, please contact the office on 01489 780440 or email - allotments@hedgeend-tc.gov.uk

ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT

made on this day of

1 April 2026

BETWEEN

Hedge End Town Council (Landlord)

AND

«Name» (Tenant)

«Address»

WHEREBY

The Tenant agrees to hire the following allotment plot on an annual tenancy:

Location: «Location» Plot number: «Plot_No»

From: 1ST APRIL 2026 to 31ST MARCH 2027

Size of plot (RODS*) «Plot_size» Cost per ROD: £17.30 Annual rent **£«Annual_Price»**

***** 1 square rod is equal to approximately 25.30m^2

With 40% parishioner discount where applicable, the cost per annum **£«M_202627__1730»**

1. PLOT ALLOCATION

1.1. Plot allocation is one per household, however this may be increased to two per household subject to availability and at the discretion of the Landlord acting through the Town Clerk, Operations Manager.

1.2. To be eligible for an allotment plot, a person must be at least 18 years old. No person under the age of 18 years of age is allowed in the allotments unless accompanied by an adult.

1.3. No work may begin on a plot until the Tenancy Agreement has been signed and the deposit/rent paid.

1.4. A deposit of £30 is to be paid at the start of the tenancy.

1.5. Rents are charged by the Rod according to the plot size.

1.6. Non-residents (i.e. those living outside the parish boundary of Hedge End) may still hire an allotment plot, but these will be charged at the advertised price per rod

1.7. Parishioners of Hedge End parish are entitled to a 40% discount on the annual rent.

1.8. All plots are let on an 'as seen' basis and the Landlord is not responsible for any works which may be required after acceptance.

2. ALLOTMENT TENANCY TERMS AND CONDITIONS - *Please read carefully before signing the agreement.*

2.1. Annual allotment renewals must be returned and paid between 1st April and 15th April of the given year to secure the current plot. The annual rent is non-refundable on termination of the agreement regardless of any remaining term.

2.2. A £30 deposit is to be paid at the start of the Tenancy. The deposit will be refunded at the termination of the Tenancy subject to adherence to the Tenancy Agreement. The deposit may be withheld due to overgrown vegetation, rubbish left on the plot, contamination of land, dangerous structures or anything else that will incur a cost to the Landlord to repair or remove.

2.3. The Landlord reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.

2.4. The Landlord retains all rights and powers over the land.

2.5. This tenancy agreement can only be held in one name. If a plot is shared with family, the tenant must be present on site at least 50% of the time and the tenant will need to make sure that the Landlord has the contact details of whoever is sharing.

2.6. Tenancies are non-transferable; however consideration will be given to transferring to shared tenants in the event of death

2.7. Always inform the Landlord of a change of address, or Email contact.

2.8. WC facilities are available on Kanes Field, these may be locked over the winter period, or at any other time as required and at the Landlords discretion.

2.9. The WC facilities will be cleaned regularly by the Landlord. The tenant must ensure that the WC facilities are always left in a clean condition after use.

2.10. No permanent bases are to be constructed and no concrete to be used to secure posts etc.

2.11. Erection of a greenhouse will require written authorisation from the Landlord. Once erected, greenhouses are the sole responsibility of the tenant, who have a duty to ensure they remain safe and secure.

2.12. Tenants may have one shed per plot; this must not exceed 6' x 4' in size. Erection of a larger shed will require written authorisation from the Landlord. Sheds are the sole responsibility of the tenant, and they have a duty to ensure they are safe and secure.

2.13. Polytunnels may be erected subject to approval of the Landlord acting through the Town Clerk, Operations Manager or Office Manager. Additional details will be required prior to authorisation including design, location and construction.

2.14. Polytunnel, sheds and greenhouses are erected entirely at the tenants' risk and the tenant is fully responsible for any damage they may cause whether by climatic conditions or poor installation/ maintenance. The Landlord accepts absolutely NO responsibility for the maintenance, upkeep or safety of the Polytunnel.

2.15. Polytunnels MUST be removed when the plot is vacated, failure to do so will result in loss of deposit.

2.16. There must be no fly tipping on any part of the site. Fly tipping includes soil, weeds, pallets, tyres, old pots or any dumping of liquid or solid waste on land or in water within the allotments. Failure to comply with this will lead to immediate termination of tenancy and a possible fine.

2.17. The tenant must ensure that the allotment identification marker remains on site in a visible position. It is the responsibility of the tenant to ensure the sign is present, maintained and visible.

2.18. At least 75% of the plot must be cultivated (the ground to be prepared, planted and growing/ harvesting crops) and the remainder cut down and free from weeds to the satisfaction of the Landlord.

2.19. Plots will be monitored and inspected frequently to determine cultivation and/or breach of the allotment agreement; in the event of breach of tenancy terms and conditions a warning letter will be issued giving 14 days to comply with the Tenancy agreement. If the plot is then suitably maintained within the aforementioned time frame, no further action taken by the Landlord. If non-cultivation is due to circumstances outside your control, please inform the Landlord as soon as possible.

2.20. If the standard of the plot has not improved after 14 days a final warning letter will be issued giving an additional 7 days to suitably maintain the plot to the satisfaction of the Landlord.

2.21. If after 7 days adequate action has not taken place, a Termination Notice will be issued, at which point the tenant must immediately vacate the plot and remove all non-consumables.

2.22. Terminated or vacated plots must have all belongings removed within 7 days, after this time the landlord may dispose of any remaining items as they see fit and any costs incurred may be charged for.

2.23. Any reparative works undertaken by the Landlord following the vacation of a plot, will be charged to the former tenant and/or their deposit forfeited.

2.24. Only the designated plot is to be cultivated and no tenant is to encroach into any adjoining paths or tracks.

2.25. Tenants must not remove anything from a vacant plot, including sheds, greenhouses, plants, crops, etc. unless given permission by the Landlord.

2.26. Tenants must not cause any nuisance to other tenants or neighbouring properties. Abusive or threatening behaviour will not be tolerated on site. Failure to comply with this may lead to immediate termination of tenancy.

2.27. All tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

2.28. The combination lock code must not be given to any non-allotment holders. Failure to comply with this may lead to immediate termination of tenancy. The combination code will be supplied by email.

2.29. Allotment plots cannot be sublet. By subletting the Landlord means, if a plot is wholly being worked by someone different than the named tenant. The named tenant must be present on site at least 50% of the time.

2.30. Fencing is optional, however if tenants wish to secure their plot, then this must be chicken wire or similar mesh fencing, the cost and maintenance of which, to be at the tenants' expense.

2.31. Plots must not be used for any trade or business purposes.

2.32. It is not permitted to use allotment plots for parking or garaging of vehicles or caravans.

2.33. Pedestrians always have priority use of allotment tracks and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely. Drivers must limit their speed to 5 mph.

2.34. The Landlord reserves the right without notice to prohibit vehicular access (both temporarily and permanently) onto sites if they believe that it is detrimental to the site, e.g. due to damage to the internal pathways or issues caused by unauthorised access (i.e. theft or fly-tipping) or for the safety of tenants.

2.35. Vehicle access to the site is weather dependant. Tenants drive their vehicles on site at their own risk. The Landlord takes no responsibility for removing stuck or immobile vehicles.

2.36. Tenants must park considerately and not block access ways to adjacent properties or routes that might be required by maintenance or emergency vehicles. Paths must not be obstructed or parked on by vehicles unless for purposes of loading or unloading. Owners of vehicles which frequently and persistently block paths will be issued with a warning.

2.37. Access to other plots is strictly prohibited unless permission has been given to do so by the respective tenant or the Landlord. Children on-site should be supervised and not allowed to stray onto other allotments.

2.38. The use of tyres or depositing of tyres is strictly prohibited on site and will be removed at the Tenants' expense.

2.39. The tenant **must not** use a sprinkler or irrigation system unless fed from a rainwater source.

2.40. Fresh water supplied on site must be used sparingly, with the use of hand-held hosepipes to water crops. There may also be restrictions of water usage from time to time. Any tenant who the Landlord considers to be using excessive quantities of water or is seen to consistently monopolise the water supply to the detriment of other tenants, will be issued with a warning.

2.41. Plastic adaptors must not be left on taps. Adaptors found outside of plots will be removed and disposed of.

2.42. Hoses must not be left outside of your plot when not in use. Any hoses left outside of plots may be cut off at the plot boundary, removed and disposed of.

2.43. Dogs are permitted on site but must always be kept on a lead unless within the tenant's plot. Dog fouling must be collected and disposed of off-site.

2.44. Herbicides and pesticides - please consider alternatives whenever possible. In recent years there has been a growing interest amongst gardeners in organic methods to avoid the possible harmful effects of chemical residues. If you must use herbicides and pesticides, please be sure to follow all the safety instructions. Any use of chemicals must be done when there is no wind, and all sprays must be kept inside your plot. Damage to paths is a serious offence, the grass stabilises and holds the paths together. Damage to nearby plots is also a serious offence. Either offence may lead to termination of the tenancy. The Landlord accepts no responsibility for use of herbicides and pesticides within the leased allotment plots.

2.45. All chemicals must be kept in a secure location as per manufacturers' recommendations.

2.46. The use of carpets as a weed suppressant is strictly prohibited, due to the chemical contents and non-biodegradable nature of such items.

2.47. Tenants are encouraged to compost all green waste on their plot through the use of compost bins.

2.48. Tenants are asked to be responsible with their water use, think about ways to conserve water and consider water butts for your plot; natural rainwater is generally better for plants than tap water.

2.49. Cultivating wildflower crops is strictly prohibited. This is because weeds are wildflowers, and whilst we would encourage them everywhere else, in this setting they can easily become a pest.

2.50. Ornamental trees are not allowed to be planted on plots. Fruit bushes and fruit trees must be compact and of a small growing variety and their height should not exceed 2m.

2.51. The tenant shall not keep any animal/ livestock or non-native insect on the plot. Beehives are not to be kept within the allotment site.

2.52. The tenant must not deposit, burn or store rubbish on site.

2.53. Bonfires are allowed at the Landlords discretion and only permitted between 1st November till 1st March, being strictly prohibited the rest of the year.

2.54. Bonfires can cause a nuisance; they must not be left unattended and should only be lit when the weather is calm. If a bonfire is causing a nuisance, you will be asked to put it out. If this happens repeatedly it will be considered a breach of the tenancy agreement.

2.55. Bonfires must be restricted to no more than one cubic metre in size or contained in a metal brazier/ incinerator in (or there abouts) the centre the plot. Suitable methods to extinguish fires must always be available, i.e. water or sand, this is the tenant's responsibility, if this is not available then no burning should take place.

2.56. Only dry well seasoned wood or diseased material may be burned.

2.57. The burning of the following materials is strictly prohibited and could lead to immediate termination of tenancy and referral for prosecution under the Environmental Protection Act 1990. Any material producing black smoke, i.e. rubber, plastics, foam, paint, any material originating from outside the allotment site and any other material which may cause environmental damage or harm to human health.

2.58. Tenants who light a fire within 15.2m of the centre of a highway may be guilty of an offence under the Highways Act 1980.

2.59. The tenant is advised to keep an eye out for unfamiliar visitors to the site and not to be cautious in asking them what they are doing.

2.60. Tenants are encouraged to report any instances of crime or anti-social behaviour on allotments to the Police and the Landlord.

2.61. Failure on the part of the tenant to comply with any of the Allotment Tenancy Terms and Conditions may result in immediate termination of the Tenancy Agreement.

2.62. Failure on the part of the Landlord to not enforce any of the Allotment Terms and Conditions above cannot be seen as a waiver of that rule and does not in any way remove the Landlords ability to enforce the rule again in the future.

I «Name» agree to the terms and conditions set out in this Allotment Agreement for the tenancy of «Location» Plot «Plot_No» for the term 1st April 2026 to 31st March 2027 :

Signed ……(Tenant) Dated ……

Tenant - contact number …… (Required)
Tenant - Email …… (Required)

Signed ……C Badman……(Landlord) Dated ……
Authorised Officer of Hedge End Town Council

3. Contacting the council

All allotment related enquiries should be directed to the Town Council Offices.

You can do this:
Face to face - 2000 Centre, St. Johns Road, Hedge End, Hampshire, SO30 4AF
By telephone - 01489 780440
By email - allotments@hedgeend-tc.gov.uk

You can also find us:
Online - www.hedgeend-tc.gov.uk
Facebook - www.facebook.com/HedgeEndTownCouncil1/

For office use only:

Rent: £«M_202627__1730»

Amount £…… Method paid ……. Date paid …….

If applicable - £30.00 returnable deposit - N/A

Method paid …….. Date paid …….

Signed ……..

Deposit returned

Date:…… Method paid……..

LOCATION: «Location» PLOT REFERENCE: «Plot_No»