

Carharrack Parish Council

Clerk: Julie Pearson

email: clerk@carharrackparishcouncil.co.uk



Tenancy Agreement for Letting of an Allotment Garden Plot

THIS AGREEMENT made on the2026 between

CARHARRACK PARISH COUNCIL (hereafter called "CPC") and the tenant:

Full Name:	
Address including Postcode:	
Telephone:	
Email:	

(hereafter called "the tenant")

The CPC shall let to the tenant the allotment situated at Sparry Lane, Carharrack, TR16 5SJ, map reference: SW733414 and referenced as plot number(s) in the CPC's Allotment Register (the Allotment Garden Plot).

The CPC shall let the Allotment Plot(s) to the tenant for a term of one year commencing on the 1st October 2026 and thereafter from year to year, unless determined in accordance with the terms of this tenancy.

The tenant shall pay a yearly rent for as detailed below per plot whether demanded or not which shall be payable in full before or by the 1st October and for every year after the first year of tenancy.

For 2026/2027 only: following the CPC's decision to increase rent, and to ensure tenants receive the notice required under clause 18, rent for this tenancy year is payable in full before or by 20th November 2026. The usual 1st October payment date will apply again from 2027/2028 onwards.

By signing this agreement, it is deemed the tenant is accepting of the terms and conditions contained herein for 2026/2027. The tenant will also notify the CPC of any changes of address, phone number or email for themselves as soon as reasonable practicable to do so.

Signed

Print Name:

Date:.....

'The Tenant'

Plot Number	Yearly Rent per plot	Plot Number	Yearly Rent per plot
		All Plots TOTAL Rent due	£

Acceptance of the tenant and confirmation of plot (s) On behalf of the Carharrack Parish Council

Signed

Position:

Date

On behalf of Carharrack Parish Council

2026/2027 Allotment Agreement Terms

1. The tenant shall use the Allotment plot only for the cultivation of fruit, vegetables and flowers for the use and consumption of themselves and their family, friends and neighbours.

2. The tenant shall not undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the allotment plot but may support the local village market or donate produce for charitable purposes. Funds raised should be used for charitable donations or to be reinvested in tools, seeds and plants for rejuvenation and maintenance of the tenants rented plot.

3. The tenant shall reside within one mile of the Carharrack Parish Boundary or a neighbouring village during the tenancy period.

4. During the tenancy, the tenant shall:

- keep the allotment plot(s) clean and in a good state of fertility and cultivation;
- not cause a nuisance or annoyance to the owners or occupiers of land adjoining the allotment plot(s);
- not keep livestock or poultry in the allotment plot(s);
- Dogs are not permitted to roam freely and must be kept on leads and under owners control at all times;
- not assign the tenancy nor sub-let part with the possession of any part of the allotment plot(s);
- not erect a shed, greenhouse, polytunnel or other building or structure on the allotment plot(s) without first obtaining the CPC's written consent, and shall check with the local planning authority whether planning permission is required for any structure, regardless of whether it is intended to be temporary or permanent;
- not fence the allotment plot(s);
- not plant any tree, shrub, hedge or bush with the exception of fruit bushes, without first obtaining the CPC's written consent;
- The use of water is included in the rent but the tenant must use the water sparingly and carefully. Care must be taken to ensure that all taps are firmly turned off after use;
- Tenants should attempt wherever possible to collect rainwater in water butts from installed structures such as sheds or greenhouses to reduce the use of metered water usage and use the IBC's provided;
- be responsible for ensuring that any person present in the allotment plot(s) with or without the tenants permission does not suffer personal injury or damage to their property;
- permit an inspection of the allotment plot(s) at all reasonable times by the CPC's employees or agents;
- not obstruct or permit the obstructions of any of the paths or road which provide a means of access to and from the allotment plot(s) or the allotment plot(s) of another tenant;
- Bonfires are not permitted on plot(s);
- Children must be under the supervision of an adult at all times;
- It is the tenants responsibility to remove all waste from the plot(s) on a regular basis and compostable materials are stored in appropriate containers;
- CPC strictly prohibits the use of chemicals on plot(s).

5. The tenant shall observe additional rules that the CPC may make or revise for the regulation and management of the allotment plot(s) and other allotment plot(s) let by the CPC.

6. The tenant will also be responsible for maintaining or providing plot(s) number signage. A plot number is provided with each plot and if this is lost or damaged a fee may be payable for replacement plot number and post.

7. The CPC shall pay all rates, taxes, due to other assessments which may at any time be levied or charged upon the allotment plot(s).

8. The tenancy may be terminated by the CPC by service of one month's written notice on the tenant if:

- the rent is in arrears for 40 days or more, whether legally demanded or not; or
- the tenant has not observed the rules referred to in clauses 4 and 5 of this agreement; or
- the tenant moves outside of the permissible area described in clause 3, during the tenancy.

9. If the tenant is found to be in breach of any of the forgoing clauses or on account of the tenant becoming bankrupt, the CPC may re-enter the allotment plot and the tenancy shall thereupon terminate but without prejudice to any right of the CPC to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
10. The termination of the tenancy by the CPC in accordance with clause 8 or 14, or after re-entry by the CPC in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
11. The tenancy may be terminated by the tenant by serving the CPC not less than two months' written notice to quit.
12. On termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the allotment plot(s) unless the CPC agrees otherwise which shall be confirmed in writing to the tenant. If the tenant fails to remove such items within 14 days of termination, the CPC may remove them and recover the reasonable cost of doing so from the tenant.
13. Any written notice required by the tenancy shall be sufficiently served if sent by registered post, left at the parties' address, or sent by email to the last email address provided by the recipient. Any notice to be served by the tenant shall be addressed to the CPC clerk in writing or by email to clerk@carharrackparishcouncil.co.uk. Any notice to be served by the CPC on the tenant may be sent to the email address provided by the tenant on this agreement.
14. Where the CPC wishes to terminate the tenancy other than for breach under clause 8, it shall give the tenant not less than twelve months' written notice, such notice to expire on or before 6th April or on or after 29th September in any year, in accordance with the Allotments Acts 1908 to 1950.
15. In the event of the death of the tenant, the tenancy shall terminate three months after the date of death, unless the CPC agrees to an earlier or later date in writing with the tenant's personal representative.
16. The tenant shall indemnify the CPC, its officers, employees and agents against all costs, claims, demands, proceedings, expenses and payments arising from the tenant's use of the allotment plot(s), or from the acts or omissions of the tenant's family, visitors or contractors, save to the extent caused by the CPC's own negligence.
17. The CPC will hold and process the tenant's personal data (including name, address, telephone number and email address) for the purposes of administering the allotment tenancy and the Allotment Register only, in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. This data will not be shared with third parties except where the CPC is required to do so by law. The tenant may request access to the personal data held about them by contacting the Clerk.
18. The yearly rent per plot will be reviewed annually by the CPC in advance of the allotment Annual General Meeting held each September, and may be increased or decreased as a result of that review. The CPC shall give the tenant not less than three months' written notice of any change before it takes effect; to align with the 1st October payment date, this notice should normally be given to tenants by 1st July each year.
19. The CPC maintains public liability insurance covering the allotment site. This does not remove the tenant's own responsibilities under clauses 4 and 16 of this agreement, and tenants remain responsible for their own tools, produce, structures and personal property, which are not covered by the CPC's policy.
20. The CPC is a member of the National Allotment Society (NAS). Tenants may contact the Clerk for information on NAS guidance relevant to the allotment site, and the CPC will have regard to NAS good practice guidance when managing the site and reviewing these terms.

Tenants are encouraged to note that the reasonable rent charged reflects the plot itself together with a fair share of shared site facilities (such as water) and arrangements made by the CPC on behalf of all tenants, in line with the Allotments Act 1950, s.10(1).