

WALTHAM PARISH COUNCIL: STATION ROAD ALLOTMENT TENANCY AGREEMENT 2026

Allotment Site: Station Road

Plot Number: _____

THIS AGREEMENT is made on the _____ (date)

BETWEEN WALTHAM PARISH COUNCIL (the "Council") and

_____ (name of the "Tenant") of

_____ (address of the Tenant).

IT IS AGREED AS FOLLOWS:

1. The Council agrees to let and the Tenant agrees to take the allotment numbered _____ on the plan of allotments provided by the Council situated at Station Road, Waltham (the "Allotment"), Waltham, North East Lincolnshire.
2. The Tenant agrees to pay in advance a yearly rent of £52.00 by Easter Monday of each year. If the rent is not paid by this date the Council reserve the right to re-let the Allotment to another tenant without further notice
3. The Council may nominate certain persons to represent them in dealings with tenants. Such persons (the "Allotments Working Group") may make a three-monthly inspection of the Allotment and report the findings of this inspection to the Council for action.
4. If the Allotment is not cultivated to the satisfaction of the Council, it reserves the right to give the Tenant one month's notice to quit and remove their produce, after serving notice to this effect. The Council may then re-let the Allotment to another tenant.
5. The tenant shall reside and remain a resident of Waltham during the tenancy, unless the Council consents otherwise. Applications for plots from Waltham residents will take priority over applications from non-residents.
6. The tenant shall observe the conditions of tenancy and any additional rules and policies that the Council may make or revise for the regulation and management of the allotments.
7. The Council shall not be liable for any injury or damage to the Allotment or Produce on it, howsoever caused.
8. The Tenant acknowledges that their contact details, allotment history and other information relevant to their tenancy will be stored by the Council and may be kept in computerised form. Such information will only be used for the management and administration of the Council and the allotment sites and will not be disclosed to third parties unless the Council is required to do so by law or in compliance with legal obligations. The Tenant may inspect the information held by the Council about them on request
9. This Agreement shall terminate: -
 - a) Automatically after twelve months, unless prior notice of renewal is given to the Council by 31st January after the date of this agreement and such renewal notice is accepted by the Council; or

b) On the Council giving one month's notice to the Tenant in the event of a breach of the terms of this Agreement or the non-payment of rent; or

c) Immediately without notice should the Tenant (or any person invited by the Tenant on the Allotment or the area within which the Allotment is situated) being convicted of theft from any allotment.

10. The tenant, on termination of this agreement shall leave the Allotment in a reasonable state of cultivation repair and to make good to the satisfaction of the Council any damage caused to it. If the Tenant fails to comply with this clause the Council shall be entitled to recover from the Tenant on demand the cost incurred in making good any such damage to bring the Allotment into a reasonable state of cultivation and repair.

SIGNED by the Tenant _____

Dated _____

SIGNED on behalf of the Council _____

Dated _____

1. Rent Due Date

The rent payments will be due by 1st February instead of Easter Monday. This is to give the Parish Council time to re-let any plots that are not going to be renewed in time for the growing season. To give tenants sufficient notice of this change, the new date will start from 2027. In 2026, the rents will be due by **Easter Monday 2026**, and in 2027 the rents will be due by **1st February 2027**.