

# NEWENT TOWN COUNCIL

## AND BURIAL AUTHORITY

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Annexe Building  
Rear Newent Community Centre  
Ross Road  
Newent  
Gloucs. GL18 1BD

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### ALLOTMENT TENANCY AGREEMENT

AN AGREEMENT made this                    day of                    Two Thousand and Twenty                    BETWEEN  
NEWENT TOWN COUNCIL ("the Council") by the hand of Neil Sapsed its Town Clerk and duly  
authorised Agent and

Tenant(s) Name.....

Address.....

.....

Telephone No. & Email address.....

The tenancy is subject to the Allotments Acts, 1908 to 1950, and to the regulations endorsed in this Agreement.

The Council agrees to let and the Tenant agrees to take on a yearly tenancy from the first day of November Two Thousand and Twenty                    the allotment plot numbered.....on the Council's allotment site on Holts Road, Newent at the yearly rent of FIFTY FOUR POUNDS (£54.00) for a full plot or TWENTY SEVEN POUNDS (£27.00) for a half plot or FOURTEEN (£14.00) for a quarter plot and subject to the provisos and conditions hereinafter contained.

The Tenant hereby agrees with the Council as follows:-

#### **Tenancy, & Rent and Deposit:**

1. The rent is reviewed on an annual basis and paid in advance.
2. Rent is to be paid by the first day of November in every year during the continuance of this tenancy. New Tenants are required to pay a deposit of £50, which will be held until the tenancy ends. At the end of the tenancy, this deposit will be returned to the Tenant, provided that there are no issues with the plot upon vacating; otherwise the deposit in full or part will be retained by the Council. This does not exempt the Tenant from clause 6.

Prior permission **must be** gained from the Council in writing to erect **any structure** on the allotment plot including but not limited to sheds, greenhouses, polytunnels, fruit cages, raised beds AND in regard to any structure for which consent has been granted to erect the same in accordance with plans or specifications (and of materials specified therein) submitted to the

Council by the Tenant. Sheds and greenhouses must be a maximum size of 8ft x 6ft (2.5m x 1.9m). The maximum size of a polytunnel or fruit cage is 13ft (4m) long by width of plot. Constructions must be within the boundary of the plot and kept in good condition. There should be a minimum 1 metre gap between boundaries and any structures. A maximum of 1 shed, 1 greenhouse, 1 fruit cage and 2 polytunnels per plot is allowed, depending on the size of the plot. Approval for any structure and the number of structures is at the Council's discretion. **All structures must be safe and maintained to a good standard.**

3. The Tenant shall not underlet, assign or part with the possession of the allotment plot. Tenants **must** notify the Council if someone other than themselves is working on the plot, whether unpaid or paid. If a tenant is unable to work on the plot for a period of more than 5 weeks, due to illness or any other reason, the tenant **must** inform the Council and make arrangements for the plot to be maintained. If the tenant cannot resume working on the plot for a further 5 weeks and has not made arrangements for the plot to be maintained, the Council may issue a notice to quit.
4. Allotment number posts must not be moved and be visible at all times.
5. Tenants wishing to terminate their Allotment Tenancy Agreement must give one month's previous notice in writing or email to the Council at the address on page one of this agreement. If either party of a joint tenancy wishes to give up their tenancy they **must** write to the Council giving two months' notice. The tenancy will then revert to a single tenancy for the remaining tenant for the rest of the season. If the remaining tenant does not sufficiently manage the plot, the plot will be halved if appropriate or the tenant will be asked to move to a smaller plot if available or given notice to quit. A single Tenancy Agreement will automatically cease on the death of the Tenant. In the case of the death of a joint Tenant the tenancy will revert to a single Tenancy Agreement for the remaining tenant and the aforementioned provisions will apply. Refunds of any amount will not be given under any circumstances.
6. Before a tenant vacates a plot **all rubbish and constructions in disrepair must be removed.** An inspection by the Council will be carried out and failure to comply with this will result in a charge for removal of rubbish left on the plot.
7. Tenants must notify the Council of any change of address and if tenants move out of the parish of Newent they will forfeit their tenancy the day after moving out of Newent parish.
8. The Council will give Tenants twelve months' previous notice in writing sent by post to the Tenant's recorded address expiring on or before sixth day of November or on or after the twenty ninth day in April in any year, except if the conditions of this agreement are breached or rent is in arrears.
9. The Tenancy will be terminated if the rent is in arrears not less than 40 days, whether legally demanded or not or if the Tenant becomes bankrupt or compounds with their creditors.
10. Splitting of plots will be considered by the Council on an individual basis and not be agreed as a matter of course. Requests need to be made in writing to the Council.

#### **Cultivation and Use:**

11. The allotment plot must only be used as a household allotment garden and for no other purpose.
12. **The whole area of the allotment** must be kept tidy and in a good state of cultivation and fertility **at all times.** The use of cardboard, artificial grass or carpet to suppress weeds is prohibited.
  - a. The Council reserves the right to clear tenanted plots that are overgrown or causing a nuisance and charge the Tenant for clearing the plot. Should the Council consider it necessary to remove materials or structures from a plot or return the plot to a reasonable state of cultivation, the Council may undertake this work and recover costs from the Tenant.

- b. The bringing on site or use of rubble, hardcore, carpet, tyres, metal, timber, plastic and other materials not relating to crop production is prohibited. Bringing such materials on site could result in a notice and possible termination. If a Tenant is put on notice for prohibited materials and the Tenant does not remove the materials, the Council then reserves the right to clear the materials and reclaim costs from the Tenant.
13. Pathways set up by the Council must not be obstructed or reduced to enable mowing and strimming to take place. Boundaries must also be kept clear. Consult the Town Clerk about boundary hedges on private property if necessary. Tenants must not put any vegetation or other materials/items on any of the pathways or by or against any boundary fences.
14. Soil should be kept back from the plot edging boards, so they can be accessed and replaced if required.
15. Written permission **must be** gained from the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature. Any trees or fruit bushes must be kept in order, not grow to excess, intrude on other plots or overgrow onto paths. The tenant may be required to remove any trees or fruit bushes causing an issue. Fruit bushes such as raspberry and blackberry must not be allowed to encroach excessively over the plot.
16. Tenants should not cause or permit any nuisance or annoyance to the occupier of any other allotment plot.
17. Animals or livestock of any kind are not to be kept upon the allotment garden except hens or rabbits to the extent permitted by the Allotments Act 1950, s.12(1). Written permission **must be** obtained from the Council to keep hens or rabbits and the Council's rules on keeping hens or rabbits must be adhered to.
18. When using any sprays or fertilisers,
  - a. Only chemicals necessary for gardening purposes can be stored on site in the manufacturers' containers;
  - b. All chemicals must be locked away and out of reach of children. Manufacturers' instructions regarding safety, storage, mixing, disposal and use must be followed at all times. Current regulations must be complied with;
  - c. All reasonable care must be taken to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary; and
  - d. The Council recommends that organic alternatives should be used whenever possible in preference to chemicals.
19. Motor vehicles are not allowed on any part of the allotment site except the allocated car park. Only Council authorised vehicles are to be parked overnight on the allotment site.
20. Bonfires or barbeques are not permitted on the allotment site.
21. Sprinklers are not permitted to be used on the allotment site.
22. No barbed wire or fencing of plots is allowed.
23. Any dog brought into the allotment site must be securely held on a leash at all times. Dog faeces must be removed from the site.
24. Any children of 16 and under entering the allotment site must be accompanied and supervised by an adult at all times.
25. Tenants are not allowed to deposit or allow other persons to deposit on the allotment plot any refuse or decaying matter (except manure and compost in such quantities as may reasonably be

required for use in cultivation and must be distributed evenly across the plot within a timely manner) or place any matter in any hedges or on the pathways situated on the allotment site.

26. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the allotment site.

**Liability:**

27. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
28. The Council is not responsible for loss, damage, fire or theft of any personal items on any allotment plot. The Council recommends that Tenants take out insurance to cover any personal items.
29. The Council shall accept no liability from the Tenant in respect of any damage to the allotment, to theft of any item or structure placed on the allotment. Trespassing onto other Allotments and taking produce or items which belong to someone else is strictly forbidden, unless permission has been granted by the other plot holder. Appropriate action may be taken if necessary.

**Inspections:**

30. Appointed Members or Officers of the Council are entitled to inspect any allotment plots and the condition of any building erected or being erected.
31. Periodic inspections will be carried out to ensure all terms and conditions of the Tenancy Agreement are adhered to. Any Tenant found to be in breach of these conditions will be notified and given time to improve the plot.
32. If any Tenant fails to comply with the above conditions, the Council shall, at its discretion, end the tenancy giving a maximum of 40 days notice.

**Annual Allotment Competitions:**

33. The Tenant will automatically be entered into the Council's Annual Allotment Competition, unless the Tenant writes to the Council requesting not to participate.

The Council hereby agrees with the Tenant that the Tenant observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the allotment plot without any interruption by the Council or any person claiming under or in trust for the Council.

The personal data obtained will only be used in relation to the administration of the allotment site and the Annual Allotment Competition and will be kept securely as per the Council's Privacy Notice, which can be found on the Council's website [www.newenttowncouncil.org.uk](http://www.newenttowncouncil.org.uk) or by requesting a copy from the Council Office (address on page 1).

I can confirm I have read and understand the above agreement and agree adhere to all the conditions and give consent for my data to be held.

Signed ..... (Tenant(s))

Signed ..... (for the Council)