

NEWENT TOWN COUNCIL

AND BURIAL AUTHORITY



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

Tel: 01531 820638
Email: townclerk@newenttowncouncil.gov.uk
www.newenttowncouncil.gov.uk

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 **Five** the allotment plot numbered.....on the Council's allotment site on Holts
Road, Newent at the yearly rent of POUNDS (£0.00) for a full plot or POUNDS (£00.00) for a half plot
or (£00.00) 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. 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 £60, 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.

2. Erection and Maintenance of Structures

The Following rules apply to any new structures erected from 1st October 2025.

Existing structures in place before this date are not affected, provided they remain in good condition and are not replaced or significantly altered.

However, if an existing structure is replaced or rebuilt after this date, it must comply fully with the rules below.

a) **Permission Required**

Prior written permission must be obtained from the Council before erecting any structure on the allotment plot. This includes, but is not limited to:

- Sheds
- Greenhouses
- Polytunnels
- Fruit cages
- Raised beds
- Compost bins or structures

Any approved structure must be built in accordance with the plans, materials, and specifications submitted by the Tenant and agreed by the Council.

b) **Size and Quantity Restrictions**

- The maximum floor size for sheds and greenhouses is 8ft x 6ft (2.5m x 1.9m), with a maximum height of 8ft (2.5m).
- The maximum size for a polytunnel or fruit cage is 13ft (4m) long by 20ft (6m) wide and 9ft (3m) high.
- A maximum of 1 shed, 1 greenhouse, 1 fruit cage, and up to 2 polytunnels is permitted per plot, depending on plot size.
- The total area covered by all structures must not exceed 50% of the total plot area.

Approval of all structures, including quantity and type, is at the Council's discretion.

c) **Location and Access Requirements**

A **minimum 1 metre gap** must be left between any structure and the perimeter of your Allocated plot to allow access for emergency services and Council staff and machinery when required.

If produce or other planting is within this 1 metre access zone, the Council will endeavour to avoid damage when accessing the site. However, the Council **cannot accept liability** for any damage caused to produce, planting, or non-permanent items if access is required and the boundary clearance has not been maintained.

d) **End of Tenancy**

At the end of the Tenancy, the Tenant may be required to **remove any structure** installed during the term of their tenancy

3. The Tenant must not sublet, 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 and facing towards the site entrance 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. Tenants must remove all rubbish and compost material before vacating a plot. Any construction or structure a tenant wishes to leave must be approved in advance by the Council. An inspection will be carried out, and failure to comply may result in a charge for removal of any items left on the plot.
7. Tenants must notify the Council of any change of address and contact details including telephone number and email addresses
8. If tenants move out of the parish of Newent, they will forfeit their tenancy the day after moving out of Newent parish.
9. The Council may give the Tenant not less than twelve months' notice in writing to the Tenant's recorded address. This notice must expire on or before the 6th day of November or on or after the 29th day of April in any year, unless the agreement has been breached or rent is in arrears.
10. 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.
11. 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.
12. The Tenant agrees to the Council using email as the primary means of communicating with the Tenant, including for correspondence and documents. If the Tenant does not utilise email, the Tenant should send a letter to the Council requesting that communication is by telephone or post if needed.

Cultivation and Use:

13. The allotment plot and site must only be used for personal use and not for commercial gain.
14. **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 artificial grass or carpet to suppress weeds is prohibited. The use of cardboard must be agreed by the council prior to use. Tenants must consider the effect on wildlife when using any material as weed suppressant on their plot. Tenants must remove from their plot any items or materials that the Council deems are unsuitable.
15. 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.
16. 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.

17. 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 or trees 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.
18. Soil should be kept back from the plot edging boards, so they can be accessed and replaced if required.
19. 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.
20. Tenants should not cause or permit any nuisance or annoyance to the occupier of any other allotment plot.
21. Animals or livestock of any kind are not to be kept on 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 before keeping hens or rabbits, and the Council's rules on keeping such animals must be strictly adhered to. These rules are set out in the document *Newent Town Council Allotments – Rules for Keeping Poultry (July 2023)*, which will be provided once permission is granted.
22. When using any sprays or fertilisers:
 - a. Only chemicals necessary for gardening purposes can be stored on site in the manufacturers' containers. 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.
 - b. 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. The Council recommends that organic alternatives should be used whenever possible in preference to chemicals in line with Newent Town Council's Biodiversity Policy.
23. 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.
24. Bonfires are only permitted between 1st October and 31st March, and only for the burning of organic green waste generated on the allotment. No waste may be brought onto the site for burning. Bonfires must be lit only in appropriate containers specifically designed for the purpose, must be supervised at all times, and must not cause a nuisance to other tenants or neighbouring properties.
25. Barbecues are permitted, but only in safe, self-contained units specifically designed for the purpose and must be removed from the site after use.

Open fires – such as bonfires or any fire lit directly on the ground or in makeshift containers – and disposable BBQs are not permitted under any circumstances.
26. Sprinklers are not permitted to be used on the allotment site.
27. barbed wire or boundary fencing of plots is not permitted.
28. Any dog brought onto the allotment site must be securely held on a lead at all times. Dogs must **not be allowed to wander onto neighbouring plots**, and tenants are responsible for ensuring their pets remain under control at all times. All dog faeces must be removed from the site immediately.
29. Any children under 12 must be accompanied and supervised by an adult at all times. The responsibility of any person under the age of 18 lies with parent guardian and not the town council.

30. Tenants are not allowed to deposit or allow other persons to deposit on the allotment site 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. Tenants must remove all debris as deemed above and keep pathways and communal areas clear and accessible at all times.
31. 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:

32. 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. Tenants can obtain insurance e.g. via Allotment Association
33. The Council is not responsible for any loss, damage, fire or theft of any items on any allotment plot. (including structures) The Council recommends that Tenants take out insurance to cover any personal items.
34. 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:

35. Appointed Members or Officers of the Council are entitled to inspect any allotment plots and the condition of any building erected or being erected.
36. 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 an agreed time to improve the plot.
37. 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:

38. 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.gov.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 to adhere to all the conditions and give consent for my data to be held.

Signed (Tenant(s))

Signed (for the Council)