



*Serving the Communities of Castleton & Marshfield*

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## **Allotment Garden Tenancy Agreement**

This agreement made on .....is between **Marshfield Community Council** (The Council) and .....(The tenant)

**Tenants Address:**.....

**Tenants Email**.....

**Tenants Contact Number**.....

It is agreed that:

1. The Council shall let to the tenant an allotment plot of the approximate area of.....and numbered.....in the Councils register of plots.
2. The Tenant shall pay a yearly rent of.....which is invoiced in January of each year. Payment of the rent invoice shall be made to the Council within 30 days.
3. An allotment gate key deposit of £15 is payable at the commencement of the tenancy. This will be refunded on termination of the tenancy, or used to replace the key if it is lost or damaged.
4. This tenancy may be terminated by either party to this agreement by serving written notice on the other to quit. Tenants shall clear all personal belongings or structures from the plot within 3 weeks of the tenancy being terminated. Failure to do this will result in any property left becoming the property of the Allotment Committee. Anything left may then be sold on to other tenants.
  - a. The Allotments Act 1950 Section 1 states if The Council serves notice to quit, it must be of at least one year's duration expiring on or after 29 September or on or before 6, April in any year.
  - b. The Tenant may quit at any time by serving 1 months written notice.
5. The Tenant shall reside within the area of Marshfield Community Council or close proximity during the continuance of the tenancy. Any persons living outside of this area are subject to the terms set by the Allotment Committee.

6. The Tenant shall during the tenancy carry out the following obligations:
  - a. The allotment plot shall be kept in a clean, safe and good state. The plot shall be properly cultivated with a minimum of 70% of the plot being used for growing purposes.
  - b. No nuisance or annoyance shall be caused by the Tenant to any other tenant or any other part of the Allotment site provided by the Council.
  - c. The keeping of any livestock or poultry must be approved by the Allotment Committee.
  - d. No dogs shall be kept on the site permanently and any dog brought on to the site will be kept under full control.
  - e. The Tenant shall not transfer, share or sub-let all or part of the plot to any other person without prior consent from the Allotment Committee.
  - f. If there is no shed on the plot the Tenant may erect one shed/structure without the prior consent of the Allotment Committee. The guidelines set out in the Allotment Handbook must be followed. Sheds should not exceed 240cm (8ft) x 300cm (10ft). Erecting of any subsequent structures must be approved by the Allotment Committee.
  - g. The tenant shall maintain all fences and ditches including trimming and keeping in good order any hedges bordering the Allotment Site.
  - h. The Tenant shall obtain written permission before felling or trimming any tree growing on the Allotment Site.
  - i. The Tenant shall cultivate the plot for the production of fruit, vegetables and flowers for their personal domestic use only.
  - j. The Tenant shall permit the inspection of the plot at any reasonable time by a representative of the Council.
  - k. The Tenant will maintain any path bordering their plot and keep in good order while not obstructing access to that pathway in any way.
7. The Council shall pay all rates, taxes, dues or other charges that may be levied on the Allotment Site by Newport City Council.
8. The Tenant will adhere to any reasonable request from the Council or Allotment Committee and will adhere to any guidelines set out in the Allotment Handbook.

9. If the Tenant breaches any provisions of this agreement for a period of one month or longer the Council may seek repossession of the plot and terminate this agreement. The Council may seek to claim damages for any breach or to recover any rent due.
10. The tenancy may **only** be terminated by The Council by service of one months notice on the Tenant if:
  - a. The rent is in arrears of 40 days or more
  - b. The Tenant has not observed the rules
11. Any termination of the tenancy by The Council shall not prejudice the Tenants statutory rights to compensation.
12. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post or email to the Clerk of the Council. Any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by post to the address at the head of this agreement.

Signed.....Date.....

**On Behalf Of Marshfield Community Council**

Signed.....Date..... **The  
Tenant**

## **Contact Us**

You can contact the Allotment Committee or Council Clerk Gerry Thomas using the following methods:

**By Email at:** [marshfieldcommunitycouncil@gmail.com](mailto:marshfieldcommunitycouncil@gmail.com)

**By Telephone on:** **01633 664285**

**By Website:** [www.marshfieldcommunitycouncil.org](http://www.marshfieldcommunitycouncil.org)

**Or write to:**

**Gerald Thomas  
4 Kenilworth Road  
Newport  
South Wales  
NP19 8JQ**