**Marshfield Community Council**



Allotment Garden Tenancy Agreement

Terms and Conditions



 Version 2(1)(2)

This agreement is subject to the Allotment Acts 1908 to 1950

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

............................................................................................................................(The tenant)

**Tenant’s Address:** ........................................................................................................................

………………………………………………………………………………………………………………………………………………..

**Tenant’s Email**: ...........................................................................................................................

**Tenant’s Contact Telephone Number:** ......................................................................................

It is agreed that:

**1.** Marshfield Community Council shall let to the tenant an allotment plot of approximate area ............units, and numbered ...........in the council’s register of plots as a yearly tenancy. The tenant must be of 18 years or older.

**2.** The tenant shall pay a yearly rent of £ ............. which is invoiced in January of each year and is payable to Marshfield Community Council within 30 days.

*Please note - Invoices will be sent out in December with the payment due by 31st January, if payment is not received by the due date a £10 penalty shall be applied. If payment is still not received after a further 30 days a further £10 shall be applied to the invoice. After a further 30 days of no payment the allotment shall be forfeited.*

**3.** An allotment gate key deposit of £ ........... 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.** The tenant shall reside within the jurisdiction of Marshfield Community Council or within close proximity for the duration of the tenancy. Any persons residing outside this area are subject to the terms set by the Allotment Committee.

**5.** For the duration of this tenancy agreement **at all times** the tenant shall:-

**(a)** Keep their allotment plot **clean, safe and in good order**; the plot shall be properly cultivated with a **minimum**of 70%used for growing purposes and must be kept free of weeds and rubbish.

**(b)** The tenant(s) must not cause any **nuisance** or **annoyance** to other tenants or to any other part of the allotment site.

**(c)** The tenant shall not **transfer**, **share** or **sub-let** all or part of the plot to any other person without the prior knowledge and consent of the Allotment Committee.

**(d)** If the plot does not have a shed then the tenant may erect **one structure** without the prior consent of the Allotment Committee; guidelines in the Allotment Handbook must be followed and Sheds must not exceed 240cm (8ft) x 300cm (10ft). Any other structures must have the **full consent** of the Allotment Committee.

**(e)** It is the tenant’s responsibility to keep any **fences**, **ditches** and **hedges** in the vicinity of their plot well maintained and free of rubbish.

**(f)** The tenant must **obtain in writing** permission from the Allotment Committee to fell or trim back any tree growing on the allotment site.

**(g)** The tenant must use the allotment for the purpose of growing fruit, vegetables and flowers for **personal domestic** use only.

**(h)** The tenant must **maintain and keep mown** any paths bordering their plot and not cause any **obstruction** to that pathway.

 **(I)** The tenant shall **not trespass** or allow others to trespass upon another tenant’s allotment or let their allotment encroach onto any path, road or communal space.

The tenant must not cause or allowed to be caused, any damage to or theft of any property, including crops belonging to other persons.

**(J)** The tenants must not plant or allow any hedges to grow or erect any fencing, walls or other barriers around their allotment plot and the use of barbed or razor wire or the like for any purpose is prohibited.

**(k) T**enants shall not burn any plastic or synthetic materials on the site or bring any rubbish onto the site.

**(l)** Tenants shall not use the allotment site for residential purposes.

**(m) The use of pesticides or weed-killers** must be kept to a minimum and must be of recognised brands manufactured for the specific purpose that they are being used. Tenants must comply with current legislation and manufacturer’s instructions for use and storage and must not allow them to spread beyond their own allotment. The storing of material other than for direct and immediate use on the plot is prohibited.

**6. Livestock** of any kind cannot be kept on the Marshfield Road or Church Lane allotment sites.

**7. Dogs** -any dog brought onto the allotment site must be under the full control of the owner and on a lead. **NO** dog can be kept permanently on site or allowed to foul or cause damage to any allotment plot.

**8.**  A member of Marshfield Community Council may inspect any plot at any time that is **deemed reasonable.**

**9.** Marshfield Community Council will **not be held responsible** for any loss, theft, damage or injury to any persons or property on the allotment site and all persons who enter the allotment site do so at their own risk

**10**. Tenants shall observe and perform any special condition which the community council considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the tenant in accordance with these terms and conditions.

**11.** Rainwater harvesting from appropriate structures should be installed in order to provide the sustainable use of water.

**12**. Tenants must not plant or allow to grow any trees or bushes by natural seedling or otherwise. All trees must be regularly inspected and properly maintained to the satisfaction of Marshfield Community Council.

**13. The keeping of bees** may be allowed by a tenant, but Marshfield Community Council must first be satisfied that the tenant or beekeeper is suitably qualified to care properly for bees to a good level of competence.

**14. Securing gates –** tenants must secureall gates on entering and leaving the sites.

**15. Gate keys -** must be returned at the end of the tenancy along with any other keys provided by the council. All such keys remain the property of Marshfield Community Council and where replacement keys have been supplied to the tenant, these must be returned at the end of the tenancy or on demand.

**16. Damage** to fences, property or produce, through trespass or vandalism or from any other cause must be reported to Marshfield Community Council.

**17. Termination of the Tenancy Agreement**

The tenancy may be terminated by either party to this agreement by serving written notice on the other to quit.

**(i)** The Allotments Act 1950 s1 states that if the council serves notice to quit, it must be of at least one year’s duration expiring on or after 29th September or on or before 6th April in any year

**(ii)** The tenant may quit at any time by giving one month’s notice.

 Marshfield Community Council will have the right immediately to enter and take possession of a plot and to terminate the tenancy of any tenant after giving one month’s notice in writing to the tenant when;

 (a) The rent is in arrears for more than 40 days, whether legally demanded or not.

 (b) The tenant is in breach of any other **agreements,** **covenants** or **obligations** concerning the care and maintenance of the allotment imposed on the tenant by this agreement.

Further

* If an allotment is not worked and is neglected - in the first instance the tenant shall be asked to give the reasons for the lack of cultivation. (illness, accidents etc)
* If there is still no improvement after 6 weeks, a letter will be issued by Marshfield Community Council giving the tenant a warning and a further 4 weeks to improve the plot.
* If there is still no improvement the tenancy agreement will be terminated.

**(c)** Tenants shall clear all personal belongings or structures from the plot within 3 weeks of the tenancy being terminated and leave the area in a clean and tidy condition suitable for immediate re-letting. Failure to comply will result in any property left becoming the property of the Allotment Committee which may distribute as they see fit.

**18.** Marshfield Community Council is responsible for the payment of all rates, taxes and any other charges levied by Newport City Council on the allotment sites.

**19.** Marshfield Community Council reserves the right to add to or remove or` alter this agreement as it sees fit and will notify all tenants of any changes

**The tenant shall read and agree to comply with all the terms and conditions of this tenancy agreement by signing this document.**

**Signed .......................................................................................... Date .............................**

**(For Marshfield Community Council)**

**Signed………………………………………………………… Date ………………….**

**(Tenant**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Council and its Allotment Committee will want to contact you in connection with the contractual matters relating to your allotment tenancy, such as rent collection and other terms of your tenancy. Also, we may wish to contact you with other general information related to allotment activities. I would be grateful if you could complete the contact details included in the new tenancy agreement, which will be used for these purposes only, and complete the consent form shown below.

**CONSENT FORM**

“Your privacy is important to us and we would like to communicate with you about the council and its activities. To do so we need your consent. Please confirm your consent by ticking the boxes below.

You can grant consent to any or all of the purposes listed. You can find out more about how we use your data from our “Privacy Notice” which is available from our website or from the council office.

You can withdraw or change your consent at any time by contacting the council office.

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|  | We may contact you to keep you informed about what is going on in the council‘s area or other local authority areas including news, events, meetings, clubs, groups and activities. These communications may also sometimes appear on our website, or in printed or electronic form (including social media).  |
|  | We may contact you about groups and activities you may be interested in participating in. |
|  | We may use your name and photo in our newsletters, bulletins or on our website, or our social media accounts (for example our Facebook page or Twitter account).  |
|  | We may contact you about matters related to your allotment tenancy. |

Keeping in touch:

 Yes please, I would like to receive communications by email

 Yes please, I would like to receive communications by telephone

 Yes please, I would like to receive communications by mobile phone including text message

 Yes please, I would like to receive communications by social media (for example Facebook, Twitter, Instagram, WhatsApp)

 Yes please, I would like to receive communications by post

Signed: ……………………………………………… Date: ………………………….

(Tenant)

**Please could you return a signed copy of the completed tenancy agreement and consent form to Marshfield Community Council at** **marshfieldcommunitycouncil@gmail.com** **or in the post to 4 Kenilworth Road, Newport, NP19 8JQ.**