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## **Allotments Information Pack & Tenancy Agreement 2019/20**

**Moreton in Marsh Town Council**  
Old Town, Moreton in Marsh,  
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## **Allotments – Information**

### **Allotment Sites and Rent**

The Town Council operates three allotment sites:

- Hospital Road
- University, Old Town
- Croft, Evenlode Road

The plots on University and Croft are large but with the Councils agreement the plots can be subdivided into smaller units.

From 1 September 2019 the annual rent for an allotment is £20 irrespective of the plot size.

### **Allocation of Allotments**

To apply for an allotment please contact the Town Council at the address/number given on the cover.

The Allocation of allotments is at the discretion of the Council. Should the supply of plots be less than the demand the Council will consider the following:

- Allotments will only be let to applicants aged 18 years or older who live within the parish of Moreton in Marsh.
- Allotment holders who move outside the parish boundary must relinquish their allotment by the 1<sup>st</sup> September.
- Any adverse previous history as an allotment holder will be taken into consideration.
- New applicants on the waiting list for Hospital Road will be given priority over existing Hospital Road allotment holders.

In the event of the death of a Tenant the Town Clerk should be notified by the next of kin who will have the first option to take over the tenancy of the plot, except when a notice has been served on the plot.

The Council maintains a waiting list of prospective Tenants. When an allotment becomes vacant the Council will endeavour to contact the first person on the waiting list using the contact details provided by the applicant.

### **Allotment Representation**

Allotment issues and policies will be discussed at the Allotment & Cemeteries Committee Meetings. The meetings are open to the public to attend. However, it is hoped that most queries or problems can be sorted out quickly, either by talking to your allotment representative or by contacting the Town Council Office.

The allotment representatives are:

- **Hospital Road:** Roger Harris (Plot 8)  
Email: [Rogerharris865@yahoo.com](mailto:Rogerharris865@yahoo.com)
- **Evenlode Road:** Terry Platten (Plots 7A & 8A)  
Email: [terryplatten45@btinternet.com](mailto:terryplatten45@btinternet.com)
- **University:** Rebecca Bloxsome (Plots 21,23,24,25)  
Email: [rebeccabloxsome40@gmail.com](mailto:rebeccabloxsome40@gmail.com)

Regular meetings are held with the Town Clerk to decide day to day issues affecting the sites. Allotment holders are welcome to join the representatives at these meetings.

## **Moreton-in-Marsh Allotment Association**

Allotment Association affiliated to the National Society of Allotment and Leisure Gardeners [www.nsalg.org.uk/](http://www.nsalg.org.uk/)

Chair: Ed Noble – Contact: [ed\\_nobleuk@yahoo.co.uk](mailto:ed_nobleuk@yahoo.co.uk)

The Council will collect the Association fee at the same time as the tenancy rent.

### **The Aims and Objectives of The Association :**

- To promote and protect the interests of all members in their allotment and gardening activities and to take joint action for the benefit of all members.
- To conduct negotiations with the Town Council on all matters relating to the use of allotment land.
- To take action in liaison with the Town Council to protect members and their plots against damage, trespass and theft by seeking to ensure that the allotment site is secure from vandals, dog-fouling and other anti-social activities.
- To seek to obtain a supply of seeds, fertilizers, tools and other horticultural equipment on behalf of and for the benefit of members.
- To arrange lectures, demonstrations, competitions and other social events should the membership show sufficient demand for such activities.
- To co-operate with other gardening associations and environmental organisations in matters of a mutual interest.
- To forge links with local schools and other community groups to assist in the development of gardening projects to promote health, education and community fellowship.
- To promote the uptake of allotment use in the local community.

## **Allotment Agreement**

A copy of the Allotment Tenancy Agreement is attached. Before signing, applicants are advised to read the agreement in full and raise any queries with the Town Clerk.

### **Keys**

Keys are available in exchange for a £5 refundable deposit.

### **Insurance**

The Council recommends that tenants take out insurance to cover any personal items. The Council will not be held responsible for any loss or damage.

### **Sheds, Greenhouses & Poly-tunnels**

On each plot one wooden shed and one greenhouse is permitted up to the maximum dimensions given below. Anything larger will need to be agreed by the Council. At present poly-tunnels will also need to be agreed by the Council

Hospital Road A 6'x4' windowless pent shed is recommended although sheds up to 8'6' and a greenhouse up to 8'8" are permitted.

Croft and University One shed and one greenhouse up to 8'x10' each are permitted.

The Tenant must provide the Council with a sketch map showing the full extent of their allotment and the precise location of the shed or greenhouse.

No permanent foundation is to be constructed and sheds should normally be of timber or a material approved by the Council.

The Council reserves the right to ask the Tenant to remove the shed/greenhouse.

Unless agreed with the Council or the incoming tenant, all constructions must be removed when vacating the plot.

### **Skips**

On Croft and University allotments a skip will be provided by the Council annually. The date will be posted on the noticeboard. Only legitimate allotment waste is to be deposited in the skips.

### **Bonfires**

Before lighting any bonfire the tenant should give due consideration to the weather conditions so as not to cause a nuisance to neighbouring properties.

### **Ending the Tenancy Agreement**

When vacating an allotment the site is to be left in a clean, empty and tidy state and any constructions removed .





## Moreton in Marsh Town Council

### ALLOTMENT TENANCY AGREEMENT 2019/20

It is agreed between the parties that this agreement supersedes and replaces any other agreement whether verbal or written.

#### **Tenancy & Rent:**

1. The rent is reviewed on an annual basis by the Town Council and is payable in advance with effect from 1<sup>st</sup> September. If payment is not received then the agreement will be terminated.
2. The Council must be given the names of all the users of the allotment.
3. No part of the allotment can be assigned or sublet without consent from the Council.
4. A £35 deposit will be required for all new allotment tenancies which will be reimbursed if the plot is left tidy when the plot is vacated. (Agreed Council 10.9.19)

#### **General**

5. **All entrance gates, provided with a lock, must be kept locked.** Unauthorized persons are not allowed on site unless supervised by the Tenant.
6. Written permission must be gained from the Council to erect any constructions exceeding the permitted number or dimensions detailed in the information pack. They must be within the boundary of the plot and kept in good condition.
7. Allotment number posts must not be moved and must be visible at all times. Tenants must report any missing posts.

8. Paths must not be obstructed or reduced. Hedges and grass paths that border your plot must be maintained and kept trimmed, mown or strimmed.
9. Storing materials unrelated to cultivation is not permitted.
10. Vehicles are only permitted in the designated car parking areas. No vehicles or trailers are to be parked overnight.
11. Only allotment waste may be burnt on your plot. Before lighting any bonfire the tenant should give due consideration to the weather conditions so as not to cause a problem to neighbouring properties. Tenants must not leave the site until the fire lit has burnt out or been extinguished.
12. Barbed wire is not permitted.

### **Cultivation:**

13. The allotment is to only be used as an allotment garden (commercial use of an allotment is not allowed).
14. The plot must be kept tidy and in a good state of cultivation i.e. strimmed of weeds and long grass with at least half the plot cultivated.

The Council will give notice to the Tenant if the plot is judged to be untidy. If the situation continues the Council will arrange for remedial works to be undertaken. The Tenant will be liable for any costs incurred.

15. With the exception of rabbits, hens and bees, Tenants are not permitted to keep any livestock on allotment land. A separate agreement must be signed regarding housing welfare and safety.

16. Only weed killers and pesticides that have been approved for use by amateurs/private individuals may be used. Care must be exercised when spraying. Plant protection products are to be applied in accordance with manufacturer's instructions. In the event of damage to adjacent plots, hedges, trees or crops the Tenant must make good or replant as necessary.
17. Hoses must not be connected to the water supply other than for filling water butts.
18. Water troughs are only to be used for watering purposes.

**Nuisance:**

19. Tenants must not cause any nuisance or annoyance to the Tenant of any other plot or the owners of neighbouring property. Any complaints received will be investigated and may result in the tenancy being terminated.
20. Children under the age of 16 must be accompanied and supervised at all times.
21. Well behaved dogs are allowed on sites but must either be tethered or confined to the owners plot. Complaints may result in a Tenant being asked not to bring a dog to site. Dog faeces must be removed from the site by the allotment holder.
21. With the exception of fuel needed for horticultural equipment used on the allotment and substances covered by clause 15 above, no material listed by HSE as hazardous are to be used on any site for any purpose. Any hazardous material not identified to the Council on taking on the plot or subsequently used will be removed at the tenant expense

**Liability:**

22. 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.
23. The Council is not responsible for loss, damage, fire or theft of any personal items or crops on any allotment plot.
24. The Council does not accept liability for any damage to the allotment or theft of any item or structure placed on the allotment.

### **Inspections:**

25. A Member or Officer of the Council or a competition judging panel is entitled to inspect any allotment plots.
26. 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.

### **Termination of the Tenancy:**

27. On vacating a plot all rubbish, carpets and constructions (shed/greenhouses etc.) must be removed unless an agreement is reached with the incoming tenant or the Council. The Tenant, or his/her estate, will be charged for removal of any rubbish or constructions left on the plot.

### 28. By the Tenant

Tenants must notify the Council two weeks in advance if they wish to end their tenancy. Rent paid will not be refunded.

## 29. By the Council

The Council may end the tenancy if:

- the rent is in arrears by more than 40 days, or
- if it appears to the Council that there has been breach of the Allotment Tenancy Agreement in which case the Tenant will receive 30 days' notice, or
- By giving 12 months' notice to the Tenant, or
- By giving 3 months' notice when the land is required for a public undertaking e.g. roads or sewers.

Any notice given to the Tenant will be signed on behalf of the Council by the Clerk and will be served on the Tenant either personally or by post.





**Moreton-in-Marsh Town Council****ALLOTMENT TENANCY AGREEMENT 2019/20**

<b>Name:</b>	
<b>Address:</b>	
<b>Tel. No. / Mobile No.</b>	
<b>Email</b>	
<b>Names of other users of the allotment</b>	
<b>Allotment Site:</b> Hospital Road / Evenlode Road / University	<b>Plot No.</b>
I wish to take up the tenancy of the above allotment plot and confirm receipt of and acceptance of the Allotment Tenancy Agreement 2019/20	Tenancy payment £
<b>Signed:</b>	
Office Use Only: Cash/Cheque Date:	

.....  
Please print details, Sign and return to Moreton in Marsh Town Council, Council Office, Old Town, Moreton in Marsh, Glos, GL56 0LW  
Personal data to only be used for allotment related matters during the period of the tenancy.