

Great Tey Parish Council

Allotment Tenancy Agreement

This Agreement is made on the ____ day of _____ 2026

Between

Great Tey Parish Council ("the Council")

and

Tenant Name: _____

Address: _____

Postcode: _____

Telephone: _____

Email: _____

Emergency Contact (optional): _____

1. The Agreement:

The Council agrees to let, and the Tenant agrees to take, as a yearly tenant, the allotment garden described below, subject to the terms and conditions contained within this Agreement, the Allotments Acts 1908–1950 (as amended), and any subsequent legislation relating to allotments.

Plot Number:

The tenancy shall continue from year to year unless terminated in accordance with this Agreement.

2. Purpose of the Tenancy:

The allotment shall be used solely as an allotment garden for the cultivation of fruit, vegetables, flowers and other horticultural produce for the personal use and enjoyment of the Tenant and their household.

The allotment shall not be used for any commercial purpose, business activity or residential occupation.

3. Annual Plot Rent, NAS Membership and Tenancy Charges:

3.1 Annual Plot Rent:

The annual plot rent shall be payable in advance on 1st October each year and shall contribute towards the reasonable costs of providing, administering, managing, maintaining, repairing, securing, renewing and improving the allotment site.

- £26.00 per plot from 1st October 2026 to 30th September 2027.
- £38.00 per plot from 1st October 2027 to 30th September 2028.
- £50.00 per plot from 1st October 2028.

The plot rent includes a contribution towards:

- use of the communal water supply (subject to availability);
- administration and management of the allotment site;
- routine maintenance and repairs;
- security and communal facilities; and
- the future maintenance, repair, renewal and improvement of the allotment site.

The Council will not operate the allotment site as a commercial or profit-making venture.

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In addition to meeting current operating costs, allotment rental income will be used to provide for the reasonable administration, management, maintenance, repair, security, renewal and improvement of the allotment site. The Council may allocate an appropriate proportion of allotment rental income to an earmarked Allotment Maintenance and Renewal Reserve to support the long-term financial sustainability of the allotment site and to provide for planned and unforeseen works.

Where there is a significant or unforeseen increase in the cost of providing the communal water supply, the Council may take this into account when reviewing the plot rent for a future tenancy year.

3.2 National Allotment Society Membership (NAS):

From 1st October 2026, membership of the National Allotment Society (NAS) is mandatory for the named Tenant.

NAS membership is charged per individual member and not per plot.

The current NAS membership fee is £3.50 per member per year.

The named Tenant must pay for one NAS membership as part of the annual tenancy charge. Where an additional person associated with the plot wishes to obtain NAS membership, an additional NAS membership fee shall be payable for each additional member.

The Council will arrange NAS membership on behalf of the Tenant and any additional members for whom the applicable fee has been paid.

Membership provides Public Liability Insurance together with the benefits available through the National Allotment Society at the relevant time.

Should the National Allotment Society alter its membership fees, insurance arrangements or membership requirements, the applicable NAS membership charge will change accordingly.

3.3 Combined Annual Amount Payable:

The total annual amount payable consists of the Annual Plot Rent plus the applicable NAS Membership Fee(s).

For one named Tenant and one NAS membership, the combined annual amount payable shall be:

- 1st October 2026 to 30th September 2027: £26.00 plot rent + £3.50 NAS membership = £29.50 total.
- 1st October 2027 to 30th September 2028: £38.00 plot rent + £3.50 NAS membership = £41.50 total*.
- From 1st October 2028: £50.00 plot rent + £3.50 NAS membership = £53.50 total*.

The NAS membership fee shown is the current fee at the date of this Agreement. If the NAS membership fee changes, the total amount payable will change accordingly.

Where additional NAS memberships are requested, the applicable membership fee shall be added to the annual tenancy charge. For example, based on the current NAS membership fee of £3.50 per member, a Tenant with two NAS members would pay an additional £3.50 for the second membership.

3.4 Review of Plot Rent and Charges:

The Council may review the annual plot rent from time to time. When determining or reviewing allotment charges, the Council may have regard to relevant circumstances, including the reasonable costs of providing, administering and managing the allotment site; maintenance, repair, renewal and improvement requirements; the facilities and services provided; the long-term financial sustainability of the allotment site; relevant allotment charges in surrounding areas; and the likely impact of charges on existing and prospective tenants.

Any revision to the annual plot rent shall be approved by resolution of Great Tey Parish Council and implemented in accordance with the terms of this Agreement and any applicable legal requirements.

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The scheduled plot rents for the tenancy years commencing on 1st October 2026, 1st October 2027 and 1st October 2028 are incorporated into and form part of this Agreement.

The Tenant shall receive written notice of any revised charge before it becomes payable.

3.5 Payment

The annual plot rent and applicable NAS membership fee(s) shall be payable in advance on or before 1st October each year, unless the Council agrees an alternative payment arrangement in writing.

Failure to pay the annual tenancy charge within thirty (30) days of the due date may result in action being taken in accordance with this Agreement.

Please make payment to the following account:

- **Account Name:** Great Tey Parish Council (Barclays)
- **Sort Code:** 20 22 67
- **Account Number:** 10417327

Reference: Please add your Plot Number & Name to the Reference.

4. Refundable Plot Deposit:

From 1st October 2026, every allotment plot tenant shall be subject to a £50 refundable deposit.

The deposit shall be paid once by each plot tenant and shall remain attached to their plot(s) throughout the tenancy.

The deposit shall be held by Great Tey Parish Council separately from allotment rental income and separately from any Allotment Maintenance and Renewal Reserve.

The purpose of the deposit is to ensure that every allotment can be returned to a clean, safe, cultivatable and tenantable condition should the tenancy end.

The deposit shall be refunded in full following termination of the tenancy provided that:

- all rent and other charges have been paid;
- the plot is substantially free from weeds;
- all rubbish has been removed from the site;
- compost heaps are left in a safe and usable condition;
- any sheds, greenhouses, polytunnels or other structures have been removed unless otherwise agreed in writing by the Council;
- the plot has been left in a clean, safe, cultivated and tenantable condition suitable for immediate reletting.
- Where the Council incurs reasonable costs in clearing, restoring or making the plot fit for reletting, those costs will be deducted from the deposit.
- Should the cost exceed the value of the deposit, the Council reserves the right to recover any additional reasonable costs from the former Tenant.
- The deposit shall not be treated as payment towards rent.

6. General Responsibilities:

The Tenant agrees to:

- a) comply with all conditions contained within this Agreement;
- b) comply with all lawful instructions issued by the Council relating to the management of the allotment site;
- c) comply with all relevant legislation relating to allotments, environmental protection, health and safety and waste disposal;

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- d) cultivate and maintain the allotment in accordance with good horticultural practice;
- e) behave in a considerate and respectful manner towards neighbouring plot holders, visitors, councillors, Council employees and authorised representatives;
- f) ensure that family members, guests and visitors accompanying the Tenant also comply with this Agreement;
- g) immediately notify the Clerk to the Council of any change of postal address, telephone number or email address.

7. Definitions:

Throughout this Agreement:

"Council" means Great Tey Parish Council and includes its Members, Clerk, employees, contractors and any person authorised to manage the allotment site.

"Tenant" means the individual named within this Agreement.

"Plot" means the allotment garden allocated to the Tenant.

"Site" means the Great Tey Parish Council allotment gardens.

"NAS" means the National Allotment Society.

"Clerk" means the Clerk to Great Tey Parish Council or any authorised deputy.

8. Cultivation and Cultivation and Looking After Your Plot:

The Tenant shall actively cultivate and maintain the whole of the allotment plot throughout the tenancy.

The allotment shall be cared for and reasonably maintained in a productive condition and shall be kept reasonably free from weeds, invasive plants, pests and diseases.

Where part of a plot is not being cultivated, we would simply ask that it is appropriately managed, for example by using a suitable weed-control membrane where necessary. This will help prevent weeds becoming established, going to seed and spreading onto neighbouring plots.

The areas not being cultivated may be used for paths, composting, sheds, greenhouses, fruit bushes or other approved horticultural purposes.

The Tenant shall:

- a) maintain soil fertility through good horticultural practice;
- b) prevent perennial weeds from spreading to neighbouring plots;
- c) maintain any paths adjoining the plot in a safe and reasonably weed-free condition - the maintenance contractor will undertake the strimming of the allotment pathways;
- d) keep hedges, grass and boundaries adjoining the plot tidy where these form part of the Tenant's responsibilities;
- e) promptly remove diseased plant material where necessary to protect neighbouring plots.

The Council may issue written improvement notices where a plot falls below an acceptable standard.

9. Environmental Responsibilities:

The Tenant shall cultivate the allotment in an environmentally responsible manner wherever reasonably practicable.

The Tenant shall:

- compost suitable garden waste where possible;
- avoid unnecessary use of pesticides and herbicides;
- use chemicals strictly in accordance with manufacturers' instructions;
- take all reasonable steps to protect wildlife and pollinating insects;

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- avoid contamination of neighbouring plots and water supplies.
- Residual herbicides or chemicals likely to damage neighbouring plots shall not be used.
- not introduce any invasive plant species prohibited by law.

Where plant diseases or pests present a significant risk to the allotment site, the Council may require affected plants to be removed.

10. Waste Disposal:

The Tenant shall keep the plot free from rubbish at all times.

Only compostable material generated through normal cultivation may be composted on the plot.

The following shall not be brought onto or deposited anywhere within the allotment site:

- household rubbish;
- builders' waste;
- asbestos;
- tyres;
- carpets;
- treated timber;
- hazardous substances;
- plastics not intended for horticultural use;
- fly-tipped material.

No waste shall be deposited in hedgerows, ditches, drainage channels, neighbouring land or communal areas.

Where rubbish is left following the termination of a tenancy, the Council may remove it and recover the reasonable costs from the Tenant, including deduction from the refundable deposit.

11. Bonfires:

Bonfires should only be used where absolutely necessary and must comply with current guidance issued by Colchester City Council and any legislation relating to statutory nuisance.

Bonfires shall not be lit:

- during periods of prolonged dry weather;
- when smoke is likely to cause nuisance to neighbouring properties or allotment holders;
- when prohibited by the Council.
- Only dry vegetation generated from the allotment may be burned.
- and the burning of plastics, rubber, treated timber, household waste or any hazardous material is strictly prohibited.

The Council reserves the right to prohibit bonfires either temporarily or permanently where considered necessary.

12. Water Supply:

The Council provides a communal water supply for the benefit of allotment tenants.

The availability of water cannot be guaranteed and may be restricted due to weather conditions, maintenance, drought or statutory water restrictions.

Water shall be used responsibly.

Unless otherwise authorised by the Council:

- watering cans are encouraged;

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- hand-held hoses may be used where permitted;
- sprinklers are prohibited;
- unattended irrigation systems are prohibited;
- automatic watering systems are prohibited.
- water must not be wasted.

Any deliberate misuse of the communal water supply may constitute a breach of this Agreement.

13. Site Security:

The allotment site is provided for the use and enjoyment of authorised tenants and their permitted visitors. To help protect the site, equipment and neighbouring plots, all tenants share responsibility for site security.

The Tenant shall ensure that:

- the entrance gate is closed and locked immediately after entering or leaving the allotment site;
- the combination lock is secured correctly after use;
- the numbered dials on the combination lock are turned (swivelled) away from the opening code after locking to prevent unauthorised access;
- the gate is never left open or unsecured unless authorised by the Council for maintenance or other approved purposes.

The Tenant shall not disclose the gate access code to any person who is not an authorised allotment tenant or a person authorised by the Council.

Any loss or suspected compromise of the access code shall be reported to the Parish Clerk as soon as reasonably practicable.

14. Buildings and Structures:

No building, structure or permanent installation shall be erected without the prior written consent of the Council.

Applications shall include sufficient details, including dimensions and location where reasonably requested.

Subject to Council approval, the following will normally be permitted:

- one shed not exceeding approximately 8 feet by 6 feet;
- one greenhouse not exceeding approximately 10 feet by 8 feet;
- one polytunnel not exceeding approximately 10 feet by 8 feet;
- compost bins;
- water butts;
- cold frames;
- fruit cages.

All structures shall:

- be maintained in a safe condition;
- be appropriate to the size of the plot;
- not obstruct neighbouring plots or communal paths;
- not contain asbestos or other hazardous materials.

The Council may require any unsafe, unauthorised or derelict structure to be repaired or removed.

Unless otherwise agreed in writing, all structures shall be removed by the Tenant upon termination of the tenancy.

15. Fences and Boundaries:

The Tenant shall not erect barbed wire anywhere on the allotment site.

Where fencing is permitted, it shall be appropriate for allotment use and maintained in good condition.

Rabbit-proof fencing may be permitted where approved by the Council.

Boundaries shall not be altered without the prior written consent of the Council.

The Tenant shall not obstruct any communal path, roadway or access point.

16. Trees and Shrubs:

Existing trees belonging to the Council shall not be cut, pruned, damaged or removed without prior written permission.

Only dwarf or patio fruit trees grown on recognised dwarfing rootstocks shall normally be permitted.

Fruit trees shall be positioned so as not to interfere with neighbouring plots or communal access.

Ornamental trees, woodland trees and large-growing species shall not be planted.

Trees planted in containers may be permitted provided roots cannot enter the ground.

The Council may require unsuitable trees to be removed at the Tenant's expense.

17. Livestock and Animals:

Livestock shall not be kept on the allotment.

Dogs are permitted provided they:

- remain under proper control at all times;
- do not cause nuisance;
- are kept on a lead where requested;
- do not enter neighbouring plots without permission.

Dog fouling shall be removed immediately and disposed of away from the allotment site.

The Tenant shall remain responsible for the behaviour of all animals brought onto the site.

18. Vehicles and Machinery:

Motor vehicles shall not be driven onto the Old Playing Field to access the allotment site except with the prior permission of the Council or in an emergency.

The Tenant shall not bring onto the allotment site any machinery or equipment likely to cause damage to paths, neighbouring plots or communal facilities without the prior approval of the Council.

Powered machinery may only be used at reasonable times and in a manner that does not cause unnecessary disturbance to other tenants or nearby residents.

The Council reserves the right to restrict the use of machinery where necessary in the interests of safety or the quiet enjoyment of the allotment site.

19. Storage of Equipment:

The Tenant shall ensure that all tools, equipment and materials are stored safely and securely.

The Council accepts no responsibility for the loss, theft or damage of any personal property left on the allotment site.

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Fuel, gas cylinders, chemicals and other hazardous substances shall only be stored where necessary for normal horticultural purposes and must be stored safely in accordance with the manufacturer's guidance.

20. Respectful Behaviour:

The Tenant shall take reasonable care not to compromise the security of the allotment site or the property of other tenants.

The allotment site is intended to provide a safe, welcoming and enjoyable environment for all users.

The Tenant shall behave in a courteous and respectful manner towards:

- other tenants;
- visitors;
- neighbouring residents;
- councillors;
- the Parish Clerk;
- Council employees;
- authorised contractors and volunteers.

The following behaviour may constitute a breach of this Agreement:

- threatening or abusive language;
- harassment or intimidation;
- discrimination;
- violence or threatening behaviour;
- deliberate damage to another person's property;
- repeated unreasonable or aggressive conduct towards Council representatives or other tenants.

The Council may take appropriate action where such behaviour occurs, including termination of the tenancy in serious cases.

21. Health and Safety:

The Tenant shall take reasonable care for their own health and safety and that of anyone visiting their plot.

The Tenant shall ensure that:

- tools and machinery are used safely;
- children are supervised at all times;
- hazardous materials are securely stored;
- trip hazards are minimised;
- structures remain safe and stable.

The Tenant shall immediately report to the Council any matter likely to present a significant risk to people or property.

22. Inspections:

The Council, the Parish Clerk or any person authorised by the Council may enter the allotment site at any reasonable time for the purpose of:

- inspecting plots;
- assessing cultivation standards;
- inspecting structures;
- carrying out maintenance;
- undertaking repairs;

- ensuring compliance with this Agreement.

Where practicable, inspections shall be carried out without unnecessary disturbance to the Tenant.

Routine inspections may take place throughout the year.

23. Notices to Improve:

Where the Council considers that a plot is not being maintained in accordance with this Agreement, it may issue a written Improvement Notice.

The notice shall normally specify:

- the matters requiring attention;
- the action required;
- the timescale for completion.

Except in cases of serious breach, the Council will normally adopt the following procedure:

First Inspection:

Where shortcomings are identified, the Tenant will receive written advice requesting improvement within a specified period.

Second Inspection:

If insufficient improvement has been made, a formal written warning may be issued.

Third Inspection:

If the plot continues to fall below the required standard without reasonable explanation, the Council may commence proceedings to terminate the tenancy.

Nothing in this clause prevents the Council taking immediate action where there has been a serious breach of this Agreement.

24. Assignment and Subletting:

The Tenant shall not:

- assign the tenancy;
- sublet the plot;
- allow another person to occupy the plot as their own;

without the prior written consent of the Council.

The Tenant remains responsible for the plot at all times.

25. Notices:

Any notice given by the Council may be:

- delivered by hand;
- sent by post;
- sent by email where an email address has been provided;
- displayed prominently on the allotment plot where appropriate.

Any notice given by the Tenant shall be made in writing and delivered or sent to the Parish Clerk.

26. Ending the Tenancy:

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The tenancy shall end:

- a) two months after the death of the Tenant;
- b) if the Council's own tenancy or ownership of the allotment land comes to an end;
- c) by either party giving not less than one month's written notice;
- d) where rent remains unpaid for more than forty days after becoming due;
- e) where the Tenant commits a serious breach of this Agreement;
- f) where repeated breaches continue following written warnings;
- g) where the plot is persistently neglected and fails to meet the cultivation standards set out in this Agreement.

Where possible, the Council will seek to resolve issues before terminating a tenancy.

27. Vacating the Plot:

Upon termination of the tenancy the Tenant shall:

- remove all personal possessions;
- remove all rubbish;
- remove unauthorised structures;
- remove sheds, greenhouses and polytunnels unless otherwise agreed in writing by the Council;
- leave gates, fences and boundaries in good condition;
- return the plot in a clean, safe, cultivated and tenantable condition.

Failure to do so may result in the Council carrying out the necessary work and deducting the reasonable costs from the refundable deposit.

28. Appeals:

Where the Council proposes to terminate a tenancy for an alleged breach of this Agreement, the Tenant shall be notified in writing of the reasons for the proposed termination and shall be given the opportunity to make written representations to the Council within 14 days of the date of the notice.

The Council shall consider any representations received before making a final decision.

Where appropriate, the Tenant may request that the matter be considered by the full Parish Council, or by any committee or panel formally delegated by the Council to determine allotment matters.

The Council may uphold, vary or withdraw the proposed termination after considering all relevant information.

The Council's decision, following consideration of any representations, shall be final.

29. Data Protection:

The Council will hold personal information relating to allotment tenants solely for the administration of allotment tenancies and associated services.

Personal information will be processed in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Council's Privacy Notice.

Where necessary, relevant information may be shared with the National Allotment Society solely for the purposes of administering membership and associated Public Liability Insurance.

30. Equality:

The Council is committed to treating all allotment tenants fairly and without discrimination.

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This Agreement shall be administered in accordance with the Equality Act 2010.

31. General Provisions:

Failure by the Council to enforce any provision of this Agreement shall not prevent it from doing so at a later date.

Should any part of this Agreement be found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement supersedes any previous tenancy agreement relating to the plot.

The Council reserves the right to amend these terms and conditions where necessary, provided reasonable notice is given to tenants and any amendments have been approved by resolution of Great Tey Parish Council.

32. Acceptance of Tenancy:

By signing below, the Tenant confirms that they have read and understood this Agreement and agree to comply with all of its terms and conditions.

Signed on behalf of Great Tey Parish Council:

Name: Lynsey Ritchie-Fagg

Position: Proper Officer

Signature: *Lynsey Ritchie-Fagg*

Date: 30th August 2026

Signed by the Tenant:

Name: _____

Signature: _____

Date: _____