

CAM PARISH COUNCIL
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ALLOTMENT TENANCY AGREEMENT 2025-2026

This agreement sets out the Terms and Conditions that apply during the tenancy period when you rent an allotment plot. Signing to accept an allotment, means that you have read and understood the following terms and conditions and meet the associated criteria.

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1. You must reside within the Parish of Cam during the continuance of the tenancy. Please notify us of any changes in your address/ contact details. On the day you move the plot is handed back to the council for re-allocation
2. Payment will be made in full on signing the tenancy agreement in October of each year.
3. You shall cultivate the allotment garden and shall only use it for the production of fruit, vegetables and flowers for domestic consumption and not for sale.
4. The tenancy may be terminated by either party to the agreement serving not less than 12 months written notice expiring on or before the 6th day of April or on or after 29th day of September in any year.
5. Cam Parish Council operates a one-household, one-plot rule for all tenants *unless* discussion and agreement takes place with the council.
6. You must not assign the tenancy nor sub-let or part with the possession of any part of the allotment plot. This means you cannot hand over responsibly of your plot to anyone other than us.
7. You must allow any officer of the Council, at all reasonable times, to carry out inspections of the allotment plot. We will be inspecting any breaches in point 8 and will contact you by letter or email to inform you of any remedial action needed.



8. You shall, during the tenancy, carry out the following obligations:
 - 8.1 **You are responsible for all 4 sides of your allotment.** If paths are shared with another plot holder both tenants must agree to sharing the maintenance. All paths between allotments must be 600mm wide, they must not be dug up or allowed to subside and must be kept clear of overhanging shrubs, trees, soft fruits. A clear space between plant and edge or boundary should be 300mm.
 - 8.2 **The allotment shall be kept in a decent, clean and good condition and properly cultivated. At least 50% of any plot must be under active cultivation at any one time, with the remainder to be kept under control.** In the event that you are otherwise and temporarily unable to manage the plot, you must inform us in writing. You must put in place measures to have the plot maintained for the duration.
 - 8.3 **Tenants must control perennial weed** which spread through root extension and or runners i.e. Couch grass, Ground Elder, Bindweed, Creeping Buttercup and Brambles. Brambles must not be allowed to grow or encroach on allotments. Timber and debris must also be removed.
9. **Carpets and underlay must not be used on the allotments.** Other weed suppressants, such as geotextile fabrics, may be used to suppress weeds etc, but this must be for no more than 1 season and they must be removed from the site when finished with.
10. **Consideration must be made when lighting bonfires** and due regard given to the Council's guidelines. Only fires confined to an incinerator will be allowed. Such bonfires in an incinerator must only be lit between the hour of 7am -12pm.
11. **Dogs must, at all times, be kept on a leash**, under control and remain on your allotment plot only. Any fouling must be removed and disposed of off-site by you.
12. **Tenants are expected to be respectful to each other.** The Council will not tolerate personal abuse. No nuisance or annoyance shall be caused by you, to any other tenant of any other part of the allotments provided by the Council. Tenants' children are not allowed to run around allotments other than their own.
13. **No livestock or poultry should be kept upon the allotment**, other than reasonable numbers of hens or rabbits for your own domestic consumption, subject to the prior agreement of the Council and in accordance with best practice for animal husbandry.
14. **No ponds, including wildlife ponds, will be allowed on the allotment sites.**
15. **You shall not erect any building or other permanent structure on the allotment plot nor fence the garden without first obtaining the written consent of the council.** You shall be responsible for acquiring any planning



consents necessary for the erection of such structures and be responsible for removing any structure, if necessary, should the tenancy end.

16. **You must write to the council to request permission to erect a shed or greenhouse**, giving details of the size and location. Consideration will only be given to commercially purchased units, maximum size 6 feet x 4 feet, height no more than 6 feet at highest point. Small tool storage containers of 1 metre high or less will be permitted on site but must not obstruct any pathways or cause a nuisance to other tenants on the allotment garden. Poly tunnels/cloches under 1 metre in height will be permitted on site but must not exceed 1/3 of your allocated plot.
17. **You should practise sensible water conservation and avoid excess water consumption.** Hosepipes are permitted to fill containers/water butts only. You must not keep or store hosepipes on any allotment site.
18. **You shall maintain in decent order all fences, ditches and verges bordering** the allotment plot and shall keep in decent order all hedges forming any boundary of the allotment plot.
19. **You shall not without the written consent of the Council plant any fruit trees.** Trees will be grown on small or dwarf rootstock No other trees will be allowed on the allotment. You must not cut, lop or fell any tree growing on the allotment plot without first obtaining the written consent of the council.
20. **You shall not obstruct or permit the obstruction of any paths** on the allotment set out for the use of tenants of the site. Compost bins/heaps and water containers or hosepipes are to be kept within the confines of your allotment not on shared access grass pathways.
21. **You are not allowed to use the allotments to dispose of excess green waste generated from home or any other residential address** unless this is for the purpose of enhancing soil quality. The Council is keen to encourage composting in compost bins and the use of mulches as part of a more sustainable approach to growing crops and maintaining a healthy soil.
22. You must observe and perform any other special conditions which we consider necessary to preserve the allotment from deterioration.
23. If you breach of any of the terms and conditions of this agreement for a period of one month or longer, we reserve the right to end your tenancy and may still recover money from you if you have incurred any liability under this agreement, even after the ending of your tenancy. We will evict tenants if they do not adhere to Cam Parish Council allotment rules.
24. In the event of a plot being vacated, you shall leave the plot in a clean and tidy condition. If, in the opinion of Cam Parish Council, the plot has not been left in a satisfactory condition, any work carried out by Cam Parish Council to return the plot to a satisfactory condition shall be charged to the previous tenant.



25. The Council shall pay all rates, taxes, dues or other assessments which may at any times be levied or charged upon the Allotment Garden.
26. Cam Parish Council holds Public Liability Insurance covering its responsibilities for owning and maintaining allotment land.

However, please be aware that **injury or damage to individual plot holders arising from their own activities** (such as using chemicals, tools etc) is **NOT** the responsibility of Cam Parish Council. If individual plot holders possess home contents insurance policy they may find this provides personal liability cover for their activities.

Sheds and the contents of sheds are **NOT** the responsibility of Cam Parish Council. Allotment plot holders need to arrange their own insurance cover if they are concerned over the risk of loss or damage to their sheds or contents.

27. On the termination of this tenancy (other than for breach of conditions) you are entitled to receive such compensation as provided by the Allotments Acts 1908 to 1950. If you have been paid or promised any compensation by an incoming tenant of the allotment garden, you must inform us in writing before making a compensation claim.

NOTES: which do not form part of the Agreement. The compensation rules are:

27.1 A tenant may remove any tree or bushes or any improvements planted or made by him or for which he has paid a previous tenant: or receive a compensation for his fruit trees, bushes, strawberries, asparagus or rhubarb.

27.2 If the tenancy is terminated by the Council's notice to quit or by ending of the Council's tenancy where it has a landlord, the tenant may claim compensation for the crops growing on the land in the ordinary course of cultivation or for manure applied to it.

27.3 If the tenancy is terminated by the ending of the Council's right of occupation, the tenant is entitled to the equivalent of one year's rent from the Council as compensation.

27.4 The Council is entitled to compensation from the tenant for any deterioration in the land arising from the tenant's failure to keep it clean and in good state of fertility.

28. If we need to contact you with regards this agreement, we will write to you at the address or email address you have supplied. You can contact the council by writing to the Clerk at the address provided within the header of this agreement.

