

CALDICOT TOWN COUNCIL ALLOTMENT TENANCY AGREEMENT 2026



The Allotment Plot is to be let on a yearly tenancy, from 1st April 2026 to 31st March 2027, as set out in the schedule below:

Allotment Plot refers to the individual land leased by the Tenant.

Allotment Site refers to all land contained within the boundary of the Allotment Site.

RENTAL FEES AND TERMS

1. The Tenant shall pay a yearly rent of:
 - 1.1. Small plot: £66.00 (£33.00 concession rate)
 - 1.2. Large plot: £82.50 (£44.00 concession rate)
2. Concession rate comprises of in receipt of state pension only or unemployment.
3. A year's notice is hereby given for allotment rental in 2027:
 - 3.1. Small plot: £69.00 (£34.00 concession rate)
 - 3.2. Large plot: £86.00 (£46.00 concession rate)
4. Payment will be due annually, 1st April each year and within 28 days of the invoice date. For an Allotment Plot taken on during the financial year, the payment will be due upon accepting the tenancy.
5. The Council will review the rental fees on an annual basis and revise the method on which rental fees are calculated. A year's notice must be given for allotment rental increase.
6. Allotments will be allocated, in accordance with the waiting list, by the Council.
7. All enquires must be directed to the Council Office during designated working hours. Enquiries shall not be made to, or responded to by, individual staff members or Council Members outside the Council Office. This includes, but is not limited to, correspondence submitted via telephone, email, written communication, online platforms, or in-person requests.

OBLIGATIONS AND CONDUCT

The Tenant shall:

8. Reside within the Caldicot Town Council Electoral List Boundary during the continuance of this tenancy.
9. Keep the allotment in a clean, decent, and well-kept condition and properly cultivated.
10. Not cause nuisance or annoyance to any tenant of any other part of the allotments provided by the Council and consideration must be shown to adjoining neighbours.
11. Not keep livestock, poultry, or animals of any kind upon the Allotment Site.
12. Not bring or allow dogs into the Allotment Site (this includes the tenant or anyone acting on their authority or approval), with the exception of service dogs, of which written notice must be given to the Council prior to entry.
13. Not assign the tenancy nor sublet or part with the possession of any land within the Allotment Plot.
14. Not erect any building or other structure on the Allotment Plot, nor fence the Allotment Plot without first obtaining the written consent of the Council.
15. Maintain in decent order all fences, ditches and pathways bordering the Allotment Plot and shall keep in decent and trim order all hedges and vegetation forming and surrounding the boundary of the Allotment Plot.
16. Not cut, lop, or fell any tree growing on the Allotment Plot, without first obtaining the written consent of the Council.

17. Not obstruct or permit the obstruction of any of the paths of the Allotment Sites set out for the use of the tenants.
18. Not accumulate rubbish (including materials of any kind) on the Allotment Site (this includes dumping of rubbish/fly tipping).
19. Not light fires in the Allotment Site and/or surrounding area.
20. Not have glass and/or fragile materials of any kind within the allotments, as recommended by The National Allotment Society.
21. Use the Allotment Plot **only** for cultivation for the sole production of fruit, vegetables, and flowers for domestic consumption by the tenant and their family.
22. Understand that the Allotment Plot must not be used for any other purposes other than those stated herein, and that permission must be granted by the Council for such changes to the purpose of the Allotment Plot.

LEASE TERMS

23. The Tenant shall, as regards to the Allotment Plot, observe, and perform all conditions and covenants contained in the lease (if any) under which the Council holds the land.
24. In the first instance the Allotment Plot is let to the Tenant for a 3-month probationary period during which time they will need to demonstrate to the Council that they are able to keep the plot to the required standard.
25. The Tenant agrees that the Council may hold their personal details and records, subject to data protection.
26. The Tenant shall contact the Council, in writing, to obtain permissions for all permanent and temporary structures to be installed on the Allotment Plot.
27. Items stored within sheds and other structures, shall be for allotment cultivation only (no hazardous/flammable/chemical materials are permitted).
28. All structures must remain within the confines of the Allotment Plot.
29. Any chronic illness or long-term absence from the Allotment Plot and/or Allotment Site must be notified to the Council. Consideration of such reported absence will be regarded during allotment Inspections.

LIABILITY

30. The Council shall pay all rates, taxes, dues, or other assessments which may at any time be levied or charged upon the Allotment Site and Allotment Plot.
31. The Council shall not be liable for any damage caused to the Allotment Plot and personal belongings of the Tenant, which includes but is not subject to, events termed acts of God, rodents/pests, and thefts.
32. The Council shall not be liable for the replacement of any materials, vegetation, belongings, equipment, or possessions of the Tenant.
33. The Tenant hereby agrees that all personal belongings are left at the Tenant's risk.
34. The Council is entitled to compensation, up to the value of and including £200.00, from the Tenant for the rectification of the land within the Allotment Plot, as a result from the Tenant's failure to keep it clean, clear of vegetation, and in a good state of fertility.
35. Tenants are required to contact the Council with any matters regarding the allotment.

ALLOTMENT INSPECTION

36. Any member or officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the Allotment Site and Allotment Plot.

37. Inspections of the Allotment Plot and Allotment Site are to be conducted in quarterly instalments, as a minimum term, without notice to the Tenant.
38. Inspections will be conducted by one member and one officer of the Council, to enable an impartial and just inspection.
39. The Tenant will be given a minimum of 2 weeks' written notice to rectify any element of failure following an allotment inspection (see item 48.)

TERMINATION OF TENANCY

40. The tenancy may be terminated by either party to this agreement serving on the other not less than 12 months' written notice to quit, expiring on or before the 6th day of April or on or after the 29th day of September in any year. However, if payment has not been made within 40 days or breaks the terms of the tenancy agreement, notice to quit will be issued and the tenancy terminated after a further 30 days.
41. If the Tenant is found to have been in breach of any of the provisions stated herein, the tenancy shall thereupon come to an end, but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
42. Tenants will be contacted by the Council in respect of obligations within the tenancy and correspondence will address matters and timescales for rectification, where appropriate.
43. The Allotment Tenancy Agreement shall be renewed in April each year, subject to agreement of both parties and upon the Council's receipt of a signed Allotment Tenancy Agreement.
44. Any notice required by this Allotment Tenancy Agreement to be given to the Council shall be delivered to or sent by post 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 recorded delivery post to the Tenant's address shown below or such other address as the Tenant shall have notified to the Council.
45. All tenancies revert to the Council on voluntary termination by the Tenant or upon their death or disablement.
46. Tenant's must abide by the terms and conditions herein and that permission must be requested by the Tenant and granted by Council for all changes other than quoted herein. Unauthorised changes will result in termination of the tenancy (see item 48.)
47. If a Tenant is found to have interfered with the water supply, they may be immediately required to surrender their allotment plot.
48. If an Allotment Plot is found to not conform with the Allotment Tenancy Agreement and/or the Tenant has broken any terms and conditions herein, then the following procedure will be implemented:
 - 48.1. The Tenant will be provided with 2 weeks' notice in writing, to rectify any element of failure.
 - 48.2. If no action is taken following the letter in 48.1, a further letter will be issued providing 2 weeks' notice to rectify any such element of failure.
 - 48.3. If no action is taken in relation to the letters set out in 48.1 and 48.2, the tenancy will be terminated. The Tenant will be given 30 days' notice to remove all belongings and the Allotment Plot will be returned to the waiting list. The Tenant will not be able to apply for an Allotment Plot in the future. No refunds or levies paid for an Allotment Plot will be made.

ACCESS

- 49.** The Tenant shall be issued with a code/key to access the Allotment Site. No codes/keys shall be passed to anyone other than the person authorised by the Tenant to work on their Allotment Garden.
- 50.** The code/key is to be used by the Tenant only or by an authorised person.
- 51.** The main access gate shall be closed and locked at all times, for the protection of lone tenants and prevention of unauthorised visitors.
- 52.** Ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.
- 53.** The Tenant must make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after.
- 54.** The Council have the right to refuse admittance to any person other than the Tenant or a member of their family or household to the allotment unless accompanied by the Tenant or a member of their family.
- 55.** The code/key must be kept in a secure location and not to be shared with any persons other than a member of their family or household.
- 56.** The Town Council shall not be liable for any incidences or occurrences that arise as a result of the locked entrance gate and padlock.
- 57.** The Town Council will not be contactable should an incident occur whereby a Tenant is locked within the Allotment Site.
- 58.** An emergency contact provided by the Allotment Representative is to be used in an emergency situation only whereby the Tenant is locked within the Allotment Site unable to leave and not to gain access or entry to the Allotment Site.
- 59.** The lock will not be replaced or repaired under any circumstances.
- 60.** For combination padlocks, the code will be changed on an annual basis on the conclusion of the allotment tenancy renewal period, typically the first day of May. Notification of such code will be provided to Tenants during the renewal period.

PLEASE SIGN THE SCHEDULE AND RETURN TO THE TOWN COUNCIL OFFICE.

SCHEDULE

PARTIES:

1. "The Tenant"

Title: _____

First name: _____ Surname: _____

Address: _____

Town: _____ Postcode: _____

Email: _____

Contact number: _____

Allotment site: KGVPF / Oakley Way / Sandy Lane Plot number: _____

IMPORTANT INFORMATION

To comply with the **GENERAL DATA PROTECTION REGULATIONS (GDPR)** Caldicot Town Council requires your consent to contact you in relation to this Tenancy Agreement:

I understand that the information contained within this document will form part of the allotments records and will be retained indefinitely.

I understand that my personal data **will not** be shared with any third parties.

I consent to Caldicot Town Council contacting me by post, telephone, or e-mail.

I hereby agree to all the terms and conditions stated herein.

Print name: _____

Sign: _____ Date: _____

2. Caldicot Town Council, Council Office, Sandy Lane, Caldicot, NP26 4NA ("the Council") [For Office Use Only]

Title: _____

Payment Method: _____ Amount Received: _____

Sign: _____ Date: _____