

An Allotment Plot: Your Responsibilities

General information

- Ensure your plot number is always clearly displayed.
- You, your family or other visitors are not allowed to go onto anyone else's plot without the plot holder's permission. Keep any children on site safe and ensure they do not go onto other plots.
- Do not dispose of rubbish, weeds or soil on or around the site.
- You must not take anything off another plot without permission of the plot holder or Gloucester City Council.
- You are not allowed to cause a nuisance to other plot holders or neighbouring householders. This includes bad or offensive language, loud music, offensive or threatening behaviour
- Do not bring rubbish or excess items onto the site.
- Dogs must be kept on a lead. You must not let your dog stray onto, or foul, plots or paths
- Please compost green waste, use your green waste bin at home, or take materials to the household-recycling centre

Your plot

- You must plant vegetables, herbs and soft fruit.
- You must fully cultivate your plot and have the plot ready for planting in season. You must aim for 75% to be cultivated.
- You must compost whenever possible.
- You must maintain areas around soft fruit bushes or miniature fruit trees.
- Weed killer may be used carefully when there is no wind. Take care it does not contaminate any neighbouring plots.
- Between 1 November until 28 February each year, very occasional bonfires for dry and/or diseased plant material only shall be permitted. For the avoidance of doubt the burning of damp plant material, plastic, roofing felt, engine oil or items of household furniture shall be prohibited at all times. In the event a bonfire causes excessive smoke, you must put it out immediately. This shall be monitored by Gloucester City Council on a continuous basis. Failure to observe and perform the above condition, shall result in the tenancy being determined in accordance with the terms of your Allotment Tenancy Agreement
- You may use thick black polythene temporarily on your plot to suppress weeds. You may not use carpet on your plot.
- You must not use gravel, concrete or cement on your plot
- Soil must not be taken away from your plot
- No plastic bags should be used for bird scaring
- No sprinklers or unattended hoses to be used
- Parking is not permitted on any plots, including those which are vacant

Structures/miniature fruit trees/animals

- Any structure on your plot must be kept in a useable and safe condition
- You can apply for a structure on your plot by completing the Allotment Structure form. www.gloucester.gov.uk/environment-waste-recycling/allotments/
- You must not erect structures, plant miniature fruit trees or put animals on your plot without permission from Gloucester City Council.
- A maximum of 6 Chickens may be allowed on limited sites but Cockerels are not allowed on any site

Greenhouses, sheds or poly tunnels

Permission is needed before erecting or replacing any structure on the plot. Complete the Allotment Structure form on our website and return to us. <https://www.gloucester.gov.uk/environment-waste-recycling/allotments/>

Pathways and borders

- You are responsible for half the width of the pathway around your plot. It is your responsibility that these are kept trimmed and well maintained on a regular basis and there are no obstacles left on these pathways.
- Pathways should be kept to a width of at least 18"/46cms wide.
- You must maintain the inside of any hedge bordering your plot
- Do not kill grass paths, they should be cut or mown
- You must not block access paths or tracks

Plot Tenancy Charges

The price of the plot is dependant on the site and is charged per square metre per year. From November 2020 the charge is 18.31 pence per square metre. Your tenancy is renewed annually and covers from the 1st November to 31st October. No rebate is given if the tenancy ends part way through a year.

New plot holders are charged for part of the tenancy year. A one-off administration charge of £20.00 is payable at the start of the tenancy.

Concessions

You are entitled to 40% reduction of your first plot if:

- you are over 65
- receive Housing Benefit or receive Council Tax support
- you are disabled
- If you believe you are eligible to receive a concession, then you must tell us as your tenancy starts and provide evidence to show this.

End of tenancy/cancellations

- If you no longer want to continue your plot tenancy, you must provide one month's written notice.
- You must clear the plot and ensure it is clean and tidy, including removing all items from any shed left on your plot.
- You must return any allotment gate keys to either the site Allotment Association or to Gloucester City Council.

Allotment Growing Information

If you are new to growing vegetables/fruit/flowers etc. you may want advice and support. There is a wealth of experience to be had from fellow allotment holders who will be happy to advise you. Most will be keen to see you are doing well, since an overgrown plot is *not* a popular one! The Saintbridge Allotment Garden Association at Saintbridge allotments, Gloucester, have a website www.saintbridge.org.uk where you can find back copies of their informative monthly newsletters which provide excellent hints and tips on local growing.

For matters such as any stolen items or vandalism, call the Police on 101, the City Council on 01452 396396 or contact the Allotment Association

Proforma Tenancy Agreement

1. The Council agrees to let and the Tenant agrees to take **ALL THAT** allotment garden situate at plot number in the ...Allotments in the City of Gloucester containing in the whole approximately ...m² (hereinafter referred to as "the plot") on a yearly tenancy from ... the yearly rent of £... and such other yearly amount as shall be substituted therefore by the Council payable in advance of the 1st day of January in each year and at a proportionate rent for any part of a year over which the tenancy may extend.
2. The Tenant hereby agrees with the Council:
 - A. to:
 - I. pay the said rent at the times and in the manner aforesaid
 - II. use the plot as an allotment garden only as defined in the Allotment Act 1908 to 1950 and for no other purpose
 - III. keep the plot clean and in a good state of cultivation and fertility
 - IV. observe and follow the Gloucester City Council 'Your Allotment Responsibilities' rules, which may be amended from time to time and notified to the Tenant in accordance with clause 5 below
 - V. permit any officer or agent of the Council to enter and inspect the plot at any time
 - VI. obtain prior permission from the Council before erecting a structure, temporary or permanent, or creating raised beds on the plot
 - VII. inform the Council if the Tenant ceases to live or work within the Gloucester City boundary
 - VIII. yield up the plot at the end of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement
 - B. that he/she will not:
 - I. use the plot for personal or commercial gain, nor use the plot for growing crops for sale
 - II. provide, construct or use any access way to the plot other than the access way provided by the Council
 - III. cut or prune any timber or other trees or take sell or carry away any mineral gravel sand or clay
 - IV. keep any livestock, bees or fowl without the prior written consent of the Council, or their letting management agent, on the plot.
 - V. sublet, assign or part with possession of the plot, or any part thereof
 - VI. cause or permit any nuisance or annoyance to the owners or occupiers of neighbouring or adjacent land or to the occupier of any other allotment garden.
 - VII. deposit or permit to be deposited on any part of the allotment gardens any matter or thing whatsoever other than such quantities of compost or manure as may reasonably be required for cultivation
 - VIII. plant trees other than miniature fruit trees.
 - IX. use barbed or razor wire on the plot for any purpose
 - X. remove, disturb or deface any marker pegs fixed by the Council
3. This tenancy shall determine on receipt by the Council of notification of the death of the Tenant. No monies received by the Council will be refunded for the tenancy year in which notification of the Tenant's death is received.
4. This tenancy may also be determined:
 - A. by the Council giving to the tenant twelve months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year

- B. by the Tenant giving 1 calendar months' notice to the Council. No monies received by the Council will be refunded for the tenancy year in which the notice is received.
 - C. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant:
 - I. on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes
 - II. in the case of land acquired by the Council before the 4th day of August 1922 under the Housing Acts 1890 – 1921 on account of the land being required by the Council for the purposes of those Acts
 - III. in the case of land not included in the preceding sub-clause where the land is required by the Council for a purpose (not being the use of land for agriculture) for which it was acquired or held by the Council or has been appropriated under any statutory provision
 - D. by re-entry by the Council at any time after giving one month's notice in writing to the Tenant
 - i. if the rent or any part of it is in arrear for not less than 40 days whether legally demanded or not
 - ii. if the Tenant fails to observe and perform any of the terms and conditions of this Agreement
 - iii. if the Tenant becomes bankrupt or make any composition with the creditors
- 5.
- A. Any notice required to be given by the Council to the Tenant under this Agreement except notice substituting a new rent , shall be duly served upon the Tenant if signed on behalf of the Council by an officer in Neighbourhood Management Services and sent by email, or post addressed to the Tenant at their last known place of abode or by fixing the same in some conspicuous manner on the plot.
 - B. Any notice required to be given by the Tenant to the Council shall be duly served upon the Council if signed by the Tenant and sent by e-mail or post addressed to Neighbourhood Management Services, Gloucester City Council, PO Box 3252, Gloucester, GL1 9F