



## **Newton Abbot Town Council Tenancy Agreement**

This Tenancy Agreement and the terms therein are valid for 12 months. New rules introduced by Newton Abbot Town Council will apply to all Tenants from the date of their instigation.

This Agreement is valid from the signature date:

Between (1)

Newton Abbot Town Council ("The Council")

And (2)

The Occupant/Tenant

In accordance with the Allotments Acts 1908-1950 & the NATC Newton Abbot Town Council.

NOW IT IS AGREED as follows –

### **1. Interpretation**

**1.1 NATC** – Newton Abbot Town Council.

**1.2 Allotment** - A Plot of land rented from the NATC, also referred to as an Allotment Plot or Plots as described in the Allotment Acts 1908–1950.

**1.3 Occupant** – A person renting a plot from NATC.

**1.4 Tenant** – An Occupant that has completed three months Delayed Occupancy and three Months Probationary Occupancy.

**1.5 Member** – An Occupant / Tenant renting a plot from NATC automatically becomes a NADCAA member.

**1.6 Occupancy** – The six-month period covering three months Delayed Tenancy and three months Probationary Occupancy in the first year of tenancy.

**1.7 Tenancy (Full Occupancy)** - The third stage of tenancy starting after Delayed Tenancy and Probationary Occupancy.

**1.8 Common Areas** - Areas used by all Occupants / Tenants - **e.g. main pathways and tracks, turning points, car parks etc**, where grass requires cutting or regular maintenance is required but where no single Tenant is responsible for the area in question. Occupants / Tenants are expected to join together to keep these areas properly maintained.

**1.9 Gender** - Words referring to one gender will be read as referring to any gender.

TOWN CLERK: **P. A. Rowe**

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## **2. Responsibilities All Occupants/Tenants**

**2.1 Time** – The Occupant / Tenant understands that an allotment requires time to keep a plot in order, and that to become a Full Member they will have to demonstrate that they have both the time and aptitude required for them to comply with this Tenancy Agreement. They understand that several hours a week are required cultivate the plot, mow paths, control weeds and water crops. They will give the plot the attention required throughout the year.

## **3. Respect**

**3.1 NATC Officials** –The Occupant / Tenant understands that it is incumbent on them to ensure that they do not breach the rules in this Tenancy Agreement with the NATC and are respectful when contacting NATC Officials.

**3.2 NADCAA Volunteers** - The Occupant / Tenant understands that NADCAA volunteers are there to help members and undertake the day to day running of the allotments and are acting on behalf of NATC. Please show them the respect they have deserve.

## **4. Stages Of Occupancy** – There are 3 stages of Occupancy:

**4.1 Stage 1: Delayed Occupancy** –This will last for three months, during which time the Occupant may not erect any structures on the plot. Removable plastic storage boxes are allowed for tool storage. The Occupant's progress will be reported to NATC during this time. The Occupant should heed any advice given to them by the NADCAA Volunteer Field Representative.

After three months the NADCAA Membership Support Committee will consider whether or not the Occupant has made sufficient progress to move to Stage 2 of Occupancy. If in the Committee's opinion they **should not** be elevated to Stage 2, NATC will be informed, and a decision will be made by them regarding future Occupancy.

**4.2 Stage 2: Probationary Occupancy** – This will last for a further 3 months during which time they may not erect any structures on the plot. Removable plastic storage boxes are allowed for tool storage. The Occupant's progress will be reported to NATC during this time. The Occupant should heed any advice given to them by the NADCAA Volunteer Field Representative. At the end of the three-month period the Membership Support Committee will consider whether or not the Occupant can move to Stage 3 or if their Occupancy should be referred to NATC.

**4.3 Stage 3: Full Tenancy:** After 6 months satisfactory Occupancy, the Occupant will become a Full Tenant. At this point they may discuss putting up structures such as sheds and greenhouses with their NADCAA Volunteer Field Representative.

## **5. Tenancy Renewals**

**5.1 Annual Renewal** – All Tenancies are valid for one year running from January to December. Where there has been a need to send a Lapse in Cultivation letter, or any other formal letter in connection with a breach of tenancy rules during the tenancy year, NATC will review the tenancy before a renewal invitation is issued.

**5.2 Payment** – Tenancy Renewals are sent out towards the end of the year and rent must be paid promptly. Failure to pay promptly could result in a termination of the tenancy.

## **6. Mobility/Medical**

**6.1 Mobility Issues** - If you have any mobility issues, please advise the NADCAA Volunteer Field Representative when you meet with them, and they will do their best to accommodate your personal needs and ensure you have the plot that is best for you.

**6.2 Medical Issues** – If you have medical issues that may stop you from cultivating your plot at any time, or an ongoing medical condition that we ought to be aware of, then please advise NATC when you sign this document. All disclosed issues will be treated with total confidentiality.

## **7. Health & Safety**

**7.1** The Occupant agrees to adhere to the NADCAA Health & Safety Policy and Risk Assessment - see the NADCAA website for all policies.

## **8. Complaints & Disputes**

**8.1** The Occupant agrees to adhere to the Allotments Complaints & Disputes Policy - please see the NADCAA website for all policies.

## **9. Data Protection Policy, Privacy Policy and Website Policy**

NATC and NADCAA need your details to enable the processing of your application for a plot. We take data protection very seriously and it is important that you know what we do with your personal details. Your information is held on a system called Colony Enterprise hosted by MCPC. Your details appear on some paper reports required by both NADCAA and NATC to enable the smooth running of the Allotments, but these are kept to a minimum and are destroyed when they become out of date. Your full details are only available to Newton Abbot Town Council, the NADCAA Administration Officer, the NADCAA Membership Secretary, the NADCAA Company Secretary and the NADCAA Chairman. Your name, phone number and email, are given to the NADCAA Volunteer Field Representative to enable them to make contact with you. Your details are available to the NATC and NADCAA Insurers and The National Allotment Society (NSALG) to whom NADCAA are affiliated. We do not share your details with any other organisation.

The Occupant will adhere to the NADCAA Data Protection Policy, Privacy Policy and Website Policy - please see the NADCAA website for all policies.

**10. Social Media** - The Occupant / Tenant agrees to the conditions of the NADCAA Social Media Policy - please see the NADCAA website for all policies.

## **9. Biodiversity & Pesticide Use**

**9.1** The Occupant / Tenant may set aside up to 25% of their plot for the purposes of Biodiversity. This can include creating habitats for insects and wildlife, and growing plants that encourage pollinators. It does not include areas that have been neglected and allowed to grow wild. Guidance on biodiversity areas can be found on the NADCAA website.

**9.2** The Occupant / Tenant will use peat free compost where possible to preserve peat-based ecosystems.

**9.3** The Occupant / Tenant will dispose of all plastics in a responsible manner and where possible not use single use plastic on the allotment field.

**9.4 Pesticides** – Pesticides are a group of chemicals that are used to control harmful organisms and diseases that affect plants. They include the following:

Herbicides, Fungicides, insecticides, acaricides, nematocides, molluscicides, repellents, rodenticides, biocides, plant growth regulators, defoliants and desiccants.

The Town Council has declared that it will no longer use any pesticides for the maintenance of the land or other assets that it owns, this includes allotment sites. Notwithstanding paragraphs 11.5 & 11.6 below, Occupants / Tenants are therefore encouraged, in the interests of their own wellbeing as well as the wildlife we all need to preserve rather than eradicate, to use organic methods of pest control which have a minimal impact on the wider ecosystem.

Members are therefore encouraged to seek advice regarding suitable pesticide-free approaches to pest and disease control from the NADCAA website. Further guidance on recommended methods of pest control can be found on the National Allotment Society website <https://www.nsalg.org.uk/growing-advice/gardening-advice/> We recognise that this is an evolving area of management, and as we learn more about the impacts of different approaches to organic pest and disease control so guidance on this issue will be regularly updated.

**9.5 Slug Pellets** - The use and keeping of slug pellets containing Metaldehyde is prohibited on all of the Allotment Fields. Slug pellets containing aluminium sulphate and ferric phosphate should only be used as a last resort and even then, only sparingly.

**9.6** The use of weed killers containing Glyphosate is strictly prohibited.

**9.7** If an Occupant/Tenant causes any damage to neighbouring crops by spraying chemicals they must compensate or replant.

## **10. Cultivation**

**10.1** The Occupant / Tenant will maintain the allotment in a proper state of cultivation and fertility and in good condition, with good weed control at all times. However, NATC will accept an area of up to 25% to be permitted to be left fallow for the purposes of Bio Diversity only. All pathways or tracks included should be kept reasonably free from weeds.

**10.2** The Occupant / Tenant will follow the Cultivation Standards as set out in the Allotment Cultivation Standards Policy - please see the NADCAA website for all policies.

**10.3** The Occupant / Tenant will observe and perform any other special condition the Council considers necessary to preserve the Allotment from deterioration. Notice will be given to all relevant parties of any special conditions introduced.

**10.4** The Occupant / Tenant will not cultivate illegal substances. Breach of this rule will lead to immediate termination of tenancy and the Occupant / Tenant's name being given to the relevant authorities.

**10.5** The occupant/tenant will not cultivate any genetically modified crops.

## **11. Failure To Cultivate**

**11.1** If the occupant/tenant fails to cultivate the allotment to a satisfactory level, following informal discussions with the Volunteer Field Representative to rectify/mediate on the situation; they will receive a "Lapse in Cultivation Letter" (LIC 1) from NATC. The Occupant / Tenant will be given notice that they have 28 days to rectify the non-cultivation of their plot and be required to supply a plan of how they intend to rectify the matter.

**11.2** If the LIC 1 letter is not complied with, a LIC 2 letter will be issued by NATC giving a further 14 days to comply and return the plot to full cultivation.

**11.3** Should the LIC 2 letter not be complied with, both the NATC Tenancy and the NADCAA Membership will be terminated.

**11.4** NATC has adopted the National Society of Allotment & Leisure Gardeners standard "Notice to Quit" procedure and this will be used when Tenants are evicted.

## **12. Social Interaction**

**12.1** The Occupant / Tenant will not cause nuisance or annoyance to any other Occupant / Tenant, and will treat all Occupants and Tenants with respect. They will not obstruct the paths set out by the Association on the Allotments. Occupant / Tenants who harass or cause nuisance or annoyance to other Occupant / Tenants may face eviction.

**12.2** The Social Interaction Policy recommended by the National Society of Allotment & Leisure Gardeners has been adopted by NATC and NADCAA across all of the allotment fields in Newton Abbot - please see the NADCAA website for all policies.

**12.3** Any complaints or disputes will be resolved using the Allotments Complaints & Disputes Policy - please see the NADCAA website for all policies.

### **13. Livestock**

- 13.1** The Occupant / Tenant may introduce poultry or bees to the allotment. Please note, however, that for the avoidance of nuisance to neighbouring dwellings **poultry may not be kept on the Chamomile & Larkspur fields**. They must submit a letter of application and sketched plans to NATC, outlining any proposals for the keeping of bees or poultry. Based on the soundness and merits of each individual application, the Council will grant or deny permission provided that no special condition made under this paragraph shall have the effect of prohibiting or restricting the keeping of bees or poultry as provided for in Section 12(1) Allotments Act 1950.
- 13.2** If the plans are approved by NATC, the Occupant / Tenant must sign a Beekeeping or Poultry Keeping Agreement and comply with the requirements set out in these agreements.
- 13.3** If the Occupant / Tenant has their Tenancy revoked or resigns, then they must remove any and all structures especially constructed for the keeping of bees/poultry and rabbits etc.
- 13.4** The Occupant / Tenant must not keep any animals on the land without the consent of NATC.
- 13.5** The Occupant / Tenant understands that NATC reserve the right to cancel the annual renewal of the Beekeeping and Poultry Agreements if they have not been complied with.

### **14. Bonfires**

- 14.1** The Occupant / Tenant may only light a bonfire only between the 1<sup>st</sup> November and 31<sup>st</sup> March and only after 4.00pm and keep to the following guidelines –
- 14.2** Try to have your bonfire on a day when there is little or no wind to blow the smoke around.
- 14.3** Respect the neighbours that live right next to the allotment fields.
- 14.4** Light your bonfire as far away from any structure as is possible.
- 14.5** Items which may produce noxious fumes, such as plastics, carpets, PVCu, and tyres must be removed from the allotment field and not burnt.
- 14.6** Biodegradable material should, where possible, be composted.
- 14.7** Burn dry and diseased material and try to have a quick smoke free blaze.
- 14.8** Do not leave the bonfire unattended.
- 14.9** Keep water on hand in case it gets out of control.

### **15. Safeguarding**

- 15.1** Please refer to the NADCAA Child Protection and Vulnerable Adults Policy Statement and Procedure - please see the NADCAA website for all policies.

### **16. Equality & Diversity**

- 16.1** NATC strives for high standards as a provider of allotments. In so doing, we recognise the need for encouraging diversity and wholeheartedly support a policy of equal opportunities in all areas of our work and responsibilities -please see the NADCAA website for all policies.

### **17. All Occupants / Tenants must -**

- 17.1** Observe and perform all conditions contained in this Tenancy Agreement.
- 17.2** Ensure prompt payment of Annual Tenancy Renewals.
- 17.3** Cultivate their allotment to the required standard.
- 17.4** Comply with the three stages of membership.
- 17.5** Show respect to all other Occupants / Tenants and NATC Representatives / NADCAA Volunteers.

**17.6** Maintain the path including cutting grass paths, as necessary, to the right of their plot when standing at the track end facing it, plus the paths at the foot and head of the plot and share the task of keeping “common areas” and paths around vacant plots in good order.

**17.7** Keep any hedge bordering the top, bottom or side of their allotment properly trimmed annually and keep all ditches open and properly cleaned.

## **18. All Occupants / Tenants must not -**

**18.1** Sleep in sheds or any other structure or on the plot or in any vehicle on the allotment field under any circumstances overnight.

**18.2** Sublet, assign or part with possession of the plot or any part of it.

**18.3** Cut or prune timber (other than fruit trees, or reasonable trimming of hedges), nor take, sell or carry away any mineral, gravel, sand or clay. For resolution of dispute Quickset and Underwood are not timber.

**18.4** Erect any structure during their first six months of Occupancy. On becoming a Full Tenant, they may erect a shed and/or a greenhouse and dimensions must not be greater than 10ft x 12ft, with an internal height no greater than 8ft. **Positioning must be agreed with the Volunteer Field Representative** and every effort made to ensure that the shade thrown across any adjoining plot/s is minimal. Any other construction larger than 10ft x 12ft may not be erected without the written consent of NATC. **Please note that on Chamomile Field sheds may only be positioned in the designated area and not on plots.**

**18.5** Use barbed or razor wire as a fence adjoining any path set out by the NADCAA / NATC on the Allotments although it may be used for boundary fences.

**18.6** Deposit or allow other persons to deposit any refuse on the allotments, or place any matter in the hedges, ditches or dykes situated on the allotments or on the adjoining land.

**18.7** Bring any dog, or cause any dog to be brought, onto the allotment fields unless the dog is held on a leash and under control of the owner at all times. All faeces deposited by any dog brought onto the land must be removed. Should a dog attack or cause injury to anyone it will be banned from entry onto the allotment field.

**18.8** Store petrol and / or paraffin on the allotment field, following the ruling of NATC and in accordance with Health & Safety Guidelines.

**18.9** Bring tyres onto plots. If an Occupant / Tenant resigns or is evicted, then NATC reserves the right to recharge the former Occupant / Tenant with any costs incurred in connection with the disposal of any tyres left behind.

**18.10** Use a pump or hosepipe to transport water from water troughs or taps to their plot. Failure to adhere to this rule will face immediate termination of their Occupancy / Tenancy.

## **19. Resignation/Termination of Membership**

**19.1** If the Occupant /Tenant resigns or has their Tenancy terminated, they must make arrangements for the removal / sale of sheds, greenhouses, rubbish, tools and crops within 28 days of the termination of the Tenancy Agreement between them and NATC. If the items are not removed within 28 days NATC will invoke the Torts (Interference with Goods) Act 1977. The Occupant / Tenant must return all keys for allotment gates, sheds or other allotment facilities to NATC upon resignation or termination of membership.

## **20. Revisions To The Tenancy Agreement**

**20.1** The circulation of a new Tenancy Agreement to all Occupant / Tenants is both costly and time consuming. By signing this Tenancy Agreement, you are also agreeing to any future revisions made by the NATC. The current Tenancy Agreement is available at any time on the NADCAA web site, and Occupants / Tenants will be informed when any changes are made, and a new version is published on the NADCAA website.

## **21. Fees 2026**

| <b><u>Plot Size</u></b> | <b><u>Admin. Fee</u></b> | <b><u>Key Deposit</u></b> | <b><u>Annual Rent</u></b> | <b><u>Total Inc. K.D.</u></b> | <b><u>Total Exc. K.D.</u></b> |
|-------------------------|--------------------------|---------------------------|---------------------------|-------------------------------|-------------------------------|
| Quarter Plot            | £35.00                   | £20.00                    | £19.00                    | <b>£74.00</b>                 | <b>£54.00</b>                 |
| Half Plot               | £35.00                   | £20.00                    | £38.00                    | <b>£93.00</b>                 | <b>£73.00</b>                 |
| Three Quarter Plot      | £35.00                   | £20.00                    | £57.00                    | <b>£112.00</b>                | <b>£92.00</b>                 |
| Full Plot               | £35.00                   | £20.00                    | £76.00                    | <b>£131.00</b>                | <b>£111.00</b>                |

**I hereby Agree that -**

**I have read and understood the Tenancy Agreement Parts 1 – 21.**

**I have read and understood all of the Policies on The NADCAA website.**

**I will make NATC and NADCAA aware of any medical issues that impact my ability to maintain the allotment to the required standard.**

**If I have been supplied with a key, I have read and agree to abide by the terms of the NADCAA Key Agreement.**

### **Communication**

**I agree to receive communications from NATC and NADCAA by email.**

### **Stages of Tenancy**

**I understand the three stages of Tenancy and that NATC may terminate my Tenancy should my progress prove to be unsatisfactory.**

### **Statement of Intent**

**I, the undersigned, hereby apply for the plot detailed above. I agree to keep the plot in a good state of cultivation and to show respect for the rules in the Tenancy Agreement and the NATC representatives/ NADCAA volunteers, for the duration of my Tenancy however long that may be.**

**I have read all of the documents sent to me and referred to me on the NADCAA website. I understand that failure to cultivate my plot to the level required in the Tenancy Agreements will lead to the termination of my Occupancy / Tenancy.**

**I have read the Data Protection Policy and agree to my details being used as stated.**

**Field Name:** ..... **Plot Number/s:** .....

**Signature:** ..... **Date:** .....

**Print Full Name:** ..... **Key Number:** .....

### **Payment Details**

#### **On Line:**

**Bank: HSBC**

**Name Of Account: NADCAA Ltd**

**Sort Code: 40-34-31**

**Account Number: 41717294**

**Reference: Please use the Plot Number Above**

#### **Cheque**

**Payable To: NADCAA Ltd**

**Please write the Field and Plot Number above on the back of the cheque along with the name of the person whose name the plot will be in.**

**Updated 30.01.26**