

BREDHURST PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT



THIS AGREEMENT is made the day of

BETWEEN

1. BREDHURST PARISH COUNCIL ('THE COUNCIL') AND

2. OF ('THE TENANT')

1. Interpretation

"The Council" - Bredhurst Parish Council (BPC).

"Bredhurst Parish" – the area within the officially recognised boundary of the civil district of that name in Maidstone Borough.

"Applicant" – person applying for tenancy of an allotment garden.

"The Clerk" – the clerk to BPC.

"Plot" – a plot as indicated on the attached plan.

Note: words referring to one gender to be read as referring to any other gender and words referring to the singular to be read as referring to the plural and vice versa.

2. Allotment

2.1 The Council agrees to let and the Tenant agrees to lease all that piece of land situated at Hurstwood Road Allotments, Bredhurst ("the Allotment Site") and numbered plot on the Council's allotment plan and containing approximately square metres.

3. Tenancy and Rent

3.1. The Plot shall be held on a yearly tenancy from 1st October at an annual rent of £12 which is payable to the Council by the Tenant on the 21st August¹ each year (the 'Rent Day'). Tenants taking up a Plot within the rent year will be invoiced for the remainder of the year on a pro rata basis.

3.2. 12 months' notice of any rent increase will be given by the Council to the Tenant in September of the preceding year to take effect the following year.

3.3. Water supply shall be billed separately, according to the water bills received from the water supplier, on a pro rata basis according to the size of each plot.

3.4. Where additional amenities are provided on the Allotment Site, these will be taken into account when setting the following year's rent.

4. Rates, Taxes and Insurance

4.1. The Council will pay all rates and taxes.

4.2. The Tenant will be responsible for arranging his own Public Liability Insurance, a copy of which must be provided to the Clerk.

¹ 40 days before yearly tenancy.

5. Cultivation² and Use

- 5.1. The Tenant shall use the Plot as an allotment garden only as defined by the Allotments Act 1908 & 1922³ (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc, and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 5.2. The Tenant shall not plant any trees other than dwarf fruiting trees or bushes, not exceeding 2m in height when matured. All plant material must be kept properly pruned and cut back so as not to overhang or obstruct paths or encroach or cause the shading of adjoining plots or protrude through allotment fencing.
- 5.3. The Tenant may not carry on any trade or business from the Allotment Site. (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 5.4. The Tenant shall have at least ¼ of the Plot under cultivation of crops after 3 months and at least ¾ of the Plot under cultivation of crops after 12 months and thereafter.
- 5.5. The maximum amount of the Plot allowed to be hard landscaped e.g. paved area, internal paths etc is 20%.
- 5.6. Tenants may not use their Plot or the Allotment Site as a place of residence and/or for sleeping overnight and allotments may not be worked between sunset and sunrise.

6. Prohibition on Under-letting

- 6.1. The Tenant shall not underlet, assign or part with possession of the Plot or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday.)

7. Conduct

- 7.1 Only representatives of the Council, the Tenant or a person authorised or accompanied by the Tenant is allowed on the Allotment Site and all guests must respect and abide by the Allotment Rules. Tenants may encourage their children to visit their Plot but children must be accompanied by an adult Tenant at all times. Children must keep to the main footpaths when accessing the Tenant's Plot and must not trespass on any other plot. The Health and Safety of any visiting children is the responsibility of the Tenant.
- 7.2. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.3. The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.4. The Tenant or their authorised guest must not cause or permit any nuisance (including noise) or annoyance to the occupier of any other plot or of any other property or land adjoining or near the Allotment Site.
- 7.5. No machinery may be operated outside the hours of 9.30am – sunset, 7 days a week including bank holidays.
- 7.6. The Plot may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Plot.

² Cultivation is defined as the plot being dug over ready for planting even if covered by weed suppressant membrane. Strimming of the plot does not constitute cultivation.

³ Copies are available on request.

- 7.7. Neither the Tenant nor any person who accompanies the Tenant, shall enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.8. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 7.9. The Tenant must not remove produce from any other Plot without the express permission of the relevant Plot holder.
- 7.10. The Council has the right to refuse admittance to the Allotment Site or order a person to leave the Allotment Site if that person, in the opinion of the Council, acts or behaves, or is likely to act or behave, in a manner likely to cause a nuisance or annoyance to any Tenant of a Plot or to the occupier of any other property or land adjoining or near the Allotment Site.

8. Termination of Tenancy

- 8.1. The tenancy of the Plot shall terminate:
 - 8.1.1. Automatically on the Rent Day next after the death of the Tenant. Application may be made by the late Tenant's family to be granted a new tenancy agreement if they meet the application requirements as detailed in the allocations procedure.
 - 8.1.2. By either the Council or the Tenant giving to the other at least twelve month's notice in writing expiring on or before 6th April or on or after 29th September in any year.
 - 8.1.3. By re-entry by the Council after three months previous notice in writing to the Tenant on account of the Plot being required:
 - 8.1.3.1. For building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - 8.1.3.2. For any purpose (not being the use of the Plot for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision.
 - 8.1.4. By re-entry if the rent is in arrears for 40 days.
 - 8.1.5. By re-entry if the Tenant becomes bankrupt or compounds with his creditors.
 - 8.1.6. By the Council giving the Tenant at least one month's notice in writing if it appears to the Council that the Tenant is resident more than three miles out of the parish.
 - 8.1.7. Subject to 5.4, by re-entry if the Tenant fails to keep the Plot free from weeds for a three month period, therefore not exercising a duty of care to other allotment holders, then a letter shall be sent to the Tenant reminding them of their duty of care. If after a further month there has been no improvement then the tenancy will be terminated with immediate effect. An appeal against termination can be made using the Council's Complaints Policy and should include details of any extenuating circumstances that caused the problem and also clear dates of when the allotment will be weed free.
 - 8.1.8. By re-entry if the Tenant fails to comply with the Rules and Regulations of this Tenancy Agreement then a letter shall be sent to the Tenant notifying them of the transgression and asking for the issue to be rectified. If after a month (or the time specified in the letter if longer) there has been no change then the tenancy will be terminated with immediate effect. An appeal against termination can be made using the Council's Complaints Policy and should include details of any extenuating circumstances that caused the issue not to be dealt with.

8.2. In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc) made available to him during the tenancy and shall leave the Plot in a clean and tidy condition. If in the opinion of the Council the Plot has not been left in a satisfactory condition, any work carried out by the Council to return the Plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

9. Change of Address

9.1. The Tenant must immediately inform the Council of any change of address.

10. Notices

10.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

10.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

10.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

10.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 16.00 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

.....Council

.....Tenant

.....Date

.....Date

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Council cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

2. Hedges, Fences and Paths

- 2.1. The Tenant shall keep all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant and keep in good repair any other structures on his Plot.
- 2.2. No fences are allowed between plots.
- 2.3. The Tenant shall not use any barbed or razor wire (or similar) at the Allotment Site.
- 2.4. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.5. All paths between plots must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1. The Tenant shall be issued with the gate code to access the allotment facilities. The code shall not be passed to anyone other than a person authorised by the Tenant to work on his Plot under paragraph 5 of the Agreement.
- 3.2. The code is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. The last person leaving the allotment site shall ensure that the access gate is locked.

4. Inspection

- 4.1. An officer of the Council if so directed may enter the Allotment Site for inspection of the state of cultivation and general condition of the Plot, sheds, greenhouses and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant is expected to practise sensible water conservation, sheds and other buildings should be provided with guttering and covered water butts for water harvesting and the Tenant shall consider mulching as a water conservation practice.
- 5.2. The Tenant shall have consideration at all times for other tenants when obtaining water from water points. No hoses or pumps are to be used at any time from the said water points.
- 5.3. Fires are allowed for the burning of materials from the Plot only i.e., diseased plants and dried-out organic material that will burn without creating hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be within a suitable metal incinerator⁴ and attended at all times and fires must not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The

⁴ Fires must take place on the tenant's plot with, for safety, a 1m clearance around the incinerator.

Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. No ground fires are allowed.

5.4. BBQ's are permitted subject to careful disposal of ashes and not causing a nuisance.

6. Dogs

6.1. The Tenant shall not bring or cause to be brought on to the Allotment Site a dog unless it is held at all times on a short lead, kept under control and remains on the Tenant's Plot only. Any faeces to be removed and disposed of off-site by the Tenant.

7. Livestock

7.1. The Tenant shall not keep any animals or livestock on the Allotment Site except rabbits and hens (no cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number to a maximum of five hens per plot). Approval for the keeping of rabbits must be sought in advance along with full details of the rabbit proof enclosure that is to be provided.

7.2. Livestock must be kept so that they are not prejudicial to health or cause a nuisance.

8. Buildings and Structures

8.1. The Tenant shall not without the written consent of the Council erect any building or pond on the Plot, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed or greenhouse the maximum size⁵ and positioning of which shall be determined by the Council. No shed or greenhouse may be erected on a permanent base.

8.2. Polytunnels not exceeding one metre in height will be allowed.

8.3. Glass must not be used for glazing, only glass substitutes such as polycarbonate, Perspex or other alternatives may be used in any permitted structures.

8.4. The Tenant shall keep all sheds, greenhouses and other structures in good repair to the satisfaction of the Council.

8.5. Any shed, greenhouse or structure erected on a Plot must be removed at the termination of the tenancy or if not removed then either deemed to be donated to the next tenant on that plot or the Council may dispose of it at the outgoing Tenant's expense.

8.6. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only. The storage of a small portable camping stove, with disposable gas canisters, for the brewing of hot drinks is allowed.

8.7. The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment Site.

⁵ Sheds and greenhouse each no larger than 1.5m x 0.9m may be considered by the Council on Plots 1-3 and 6-8. Plots 4 & 5 may request to erect sheds of the same size but of half height. Structures must be erected in a position to be agreed by the Council. Sheds or greenhouses must have a 45cm gap between them and an adjacent path to allow safe passage and machinery to operate.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Site any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, woods, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure on the Plot which has not been dug in.
- 9.3. The Tenant must ensure that only bagged manure is delivered to the Allotment Site.
- 9.4. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.5. The Tenant shall not utilise carpets or underlay on the Plot.
- 9.6. All compost heaps must be contained.
- 9.7. Soil shall not be removed from the Plot and any spoil resulting from clearance by removing the topsoil to cultivate must be composted and replaced on the Plot to avoid unnatural erosion.
- 9.8. No vehicles, trailers or any other equipment is to be left or stored on the Allotment Site.
- 9.9. No barbed wire or razor wire may be used within the Allotment Site.
- 9.10. There must be no obstruction of pathways or gates by Tenants.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must:
 - 10.2.1. Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur.
 - 10.2.2. So far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, birds and other wildlife, other than vermin or pests.
 - 10.2.3. Comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with all relevant legislation.
- 10.4. Any incidence of vermin (ie. rats) or wasps' nests on the Allotment Site must be reported to the Local Authority and the Council.

11. Notices

- 11.1. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.