

ALLOTMENT TENANCY – TERMS AND CONDITIONS

In these conditions, 'the Council' shall mean the Benenden Parish Council, 'the allotment site' shall mean the Thoburn Allotments, situated at Walkhurst Road, Benenden, let by the Association to the tenant, and 'the Association' shall mean the Benenden Allotment Association managing the allotment site as tenants of the Council.

1. The tenant shall undertake as follows:-

- 1.1 To pay the rent and charges reserved in the tenancy agreement, to such person as shall be appointed by the Association to collect such monies, in advance and without deduction otherwise than allowed by statute on the Start Date: 1 November in each year.
- 1.2 To use the allotment garden within the meaning of that expression as defined in section 22(1) of the Allotments Act, 1922 or any amendment thereto and for no other purpose.
- 1.3 To keep the allotment garden free from weeds, clean and well manured and otherwise maintain it in a good state of cultivation and fertility. Also, to keep in safe condition and good appearance one half in width of any path adjoining the allotment garden, all such paths to be of a minimum width of 1.7m and to display clearly and legibly the plot number as stated on the tenancy agreement.
- 1.4 Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any local resident, not to obstruct or encroach on or over any path or roadway set out for the use of the occupiers of the allotment gardens.
- 1.5 The allotment site is to be cultivated organically. The use of artificial pesticides or herbicides is prohibited.
- 1.6 BBQs are prohibited on the allotment site. Bonfires for the purpose of disposing of waste generated from the maintenance of hedgerows, and communal green waste, etc., is permitted, subject to the control of the Association.
- 1.7 Remove all plastics and general rubbish and waste from the site. No carpets are to be laid on allotment plots. The use of other materials to reduce weeds on unused plots or uncultivated parts of plots is permitted subject to the consent of the Association.
- 1.8 Not without the written consent of the Association to cut or prune any timber or other trees or to take sell or carry away any mineral gravel sand earth or clay, and not to burn or treat with weedkiller or otherwise deface any pathway.
- 1.9 Application (a form is available on request) must be made to the Association to obtain written consent to erect any building or structure on the allotment garden, provided that consent shall not unreasonably be refused under this clause for the erection of a structure used for the storage of tools, or a glass house, poly tunnel, fruit cage, of a style and maximum size of 1.83m (6ft) x 1.22m (4ft) x max height 2.5m (8ft), and in a location, as prescribed by the Association and approved by the Council. The tenant shall keep any building or structure on the allotment garden in good and safe repair.
- 1.10 Not to use barbed wire for a fence adjoining any path set out for use of the occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof.
- 1.11 Not to deposit or allow persons to deposit on the allotment garden any rubbish or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) and not to deposit matter of any sort on any other part of the allotment site (except matter removed from the allotment garden which may be placed in the area or container which may be provided by the Association for that purpose).

- 1.12 The keeping of livestock (including hens, rabbits and bees) on the allotment site is prohibited. Dogs may be brought onto the allotment site but must be kept on a lead at all times and their faeces must be responsibly cleared and removed from site by the dog owner.
 - 1.13 Not to erect any notice or advertisement on the allotment garden except the Plot number as required by clause c), and not to plant or allow to grow on the allotment garden any tree the base of which exceeds 5cm in diameter (with the exception of fruit trees).
 - 1.14 Not to assign sublet or otherwise part with possession of the allotment garden or any part thereof without the written consent of the Association.
 - 1.15 That the Association shall have the right to refuse admittance to any person other than the tenant or a member of their family to the allotment site unless accompanied by the tenant or a member of their family.
 - 1.16 That in the case of a dispute between the tenant and any other occupier of an allotment garden or between the tenant and the Association the matter shall be referred first to the Association officer responsible for the day-to-day management of the allotment garden and then to the Committee of the Association. If the dispute is not then settled it shall be referred to the Council for arbitration.
 - 1.17 To inform the Secretary of the Association within two weeks of any change of the tenant's address.
 - 1.18 To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained. The Association may dispose of any building structure or other items left on the allotment garden after one month from the date of determination.
 - 1.19 That any authorised officer or agent of the Association or Council shall be entitled at any reasonable time to enter and inspect the allotment garden.
 - 1.20 That the tenant shall observe and perform any other special condition which the Association considers necessary to preserve the allotment garden from deterioration or to preserve the amenities of the allotment site and of which notice shall be given to the tenant in accordance with clause 9 of this agreement.
 - 1.21 To lock the gates after entering and leaving the site and not to enter or attempt to enter the site other than by means of the gates.
 - 1.22 Not to communicate direct with the Council on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Association.
 - 1.23 To accept membership of the Association and to remain a member during their occupation of the allotment garden and to observe at all times the rules of the Association.
2. The tenancy is subject to the exceptions reservations stipulations and conditions contained in the tenancy under which the Association holds the land.
 3. The Association may at any time upon giving the tenant not less than twelve months' notice in writing before the Start Date: 1 November in any year increase or decrease the rental and charges of the allotment garden with effect from the said Start Date 1 November.
 4. The tenant shall be entitled to draw water using a portable water container from any mains outlets on the allotment site between 1st April and 30th September in each year (except if the water supply has to be disconnected for repairs or if there is a regional hosepipe ban) for cultivation of the allotment garden but for no other purpose. The use of hoses for any purpose, including the filling of auxiliary containers, shall not be permitted. The Association reserves the right to charge the tenant, in addition to the annual rent, a sum equal to a proper proportion of the water rates paid by the Association in respect of the previous year. Personal dipping tanks on individual allotment gardens, to be funded by the tenant, will be encouraged and supported.

5. The tenant shall be entitled on determination of the tenancy to recover compensation only under and in accordance with the provisions of the Allotments Acts 1922 and 1950. The Association is to be indemnified against any other claim howsoever arising out of the tenant's use or occupation of the allotment garden and site.
6. The Association shall be entitled on determination of the tenancy to recover compensation from the tenant in accordance with section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment garden caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
7. The tenancy shall determine immediately on the death of the tenant although a new tenancy may be granted to the tenant's next of kin at the Association's discretion.
8. The tenancy may also be determined in any of the following manners:-
 - 1) By either party giving to the other twelve months' notice in writing to expire on or before the 6th April or on or after 29th September in any year. Any such notice given by the tenant shall be served on the Secretary of the Association.
 - 2) By re-entry by the Association at any time after giving one month's previous notice in writing to the tenant (i) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or (ii) if it appears to the Association that there has been breach of the conditions or rules affecting the cultivation of the allotment gardens and at least three months have elapsed since the commencement of the tenancy or (iii) if the tenant shall cease for any reason to be a member of the Association.
9. Any notice required to be given by the Association to the tenant may be signed on behalf of the Association by the Secretary of the Association for the time being and may be served on the tenant by hand, by post, or by email.
10. Any notice or application for consent required to be given by the tenant to the Association shall be sufficiently given if signed by the tenant and sent by post or by email, or by hand to the Secretary of the Association.