**ST NICHOLAS ALLOTMENTS**

**SCHEDULE 2**

**TENANCY AGREEMENT**

1. **Duration of Agreement**
2. This agreement shall come into effect on 1st April 2023 and shall run for a duration of twelve (12) calendar months.
3. The agreement shall be renewed automatically, provided that:
4. The rules of the agreement have been met.
5. There is no major change in the rules of the agreement.
6. Continuation is agreeable to both the tenant, the Allotment Association and the Faversham Town Council
7. There is neither grievance nor dispute between the tenant and the Faversham Town Council unresolved at that date.
8. Tenancies established at other times of the year shall be renewable at the next 1st April.
9. **Rents**
10. Rents are payable in advance and shall be due by 1st April of each calendar year. All rents shall be determined by the Association in consultation with the tenants and with Faversham Town Council.
11. Any tenant falling in arrears shall without notice pay the amount due on the ground tenanted within one week of the date of the Annual General Meeting, failing which the ground for which rent is unpaid shall revert to the Association reallocation in accordance with the Management Agreement with Faversham Town Council.
12. **Buildings**
13. Permission to erect further buildings on the allotment site with a footprint greater in size than 1.8m x 1.8m must be obtained from Faversham Town Council and will only be considered on receipt of an application in writing to the Secretary.
14. Buildings (eg: sheds, greenhouses and shelters) should be located to minimise any detrimental impact on neighbouring plots.
15. **Undertakings by Tenants**
16. On the establishment of a new tenancy, the tenant shall ensure that the newly-tenanted plot shall be sustained in good condition within an agreed period from the date of the tenancy agreement, weather permitting. The schedule of work (if required) shall be agreed between the tenant and the Management Group.
17. Thereafter, the tenant shall undertake to comply with the following:
18. To keep the allotment clean and free from weeds and otherwise maintain it in a good state of cultivation and fertility.
19. To keep all paths adjoining the plot cut (if grass) and in serviceable use, and to maintain adjacent hedges where applicable.
20. Not to cause nuisance neither to any other tenant nor to any local resident in any matter of site use and access.
21. Not to go onto the plots cultivated by other tenants without their express permission, nor to take or use any tools, items or produce belonging to other tenants without their express permission.
22. Not to encroach on established paths and roadways.
23. To dispose of their own rubbish, other than compostable plant material, off site.
24. To control bonfires, lighting them no earlier than one hour before dusk, ensuring that there is no threat to other tenants ground, nor nuisance to local residents, the railway line or nearby road users. No bonfires may be lit between June 1st and October 1st in any circumstances.
25. Not to deposit within the allotment area any refuse or decaying matter except manure and compost in such quantities as may reasonably be used for cultivation.
26. Not to deposit rubbish and decaying matter in hedges, against fences,

and open sites.

1. Not to bring any material on to the site other than that required for the cultivation of the tenant’s plot. Carpeting, including plastic grass, and tyres must not be brought on to site.
2. Not to use chemical or other methods that could impact on wildlife and the immediate environment and that of the allotment site (eg: chemical slug pellets, chemical weedkiller, etc)
3. Any fruit and other trees planted should be of dwarf root stock or equivalent, and should be planted at least 1 metre from the boundary of the plot. Trees should be located to minimise any detrimental impact on neighbouring plots.
4. To respect that the Management Group and Faversham Town Council shall have the right to refuse entry of any unauthorised person (a member of the tenant’s family is exempt from this ruling) unless that unauthorised person is accompanied by the tenant or a member of the Faversham Town Council.
5. To neither bring nor cause to be brought into the allotment site any child unless he/she is under the supervision of the tenant at all times.
6. To neither bring nor cause to be brought into the allotment site any dog unless it is on a leash and under control at all times and belongs to the tenant.
7. Not to bring air guns, catapults and other weapons on to the site.
8. To respect all installations, buildings and fixtures whether the property of Faversham Town Council or the collective property of all tenants.
9. To maintain the security of the site by locking gates and buildings as appropriate. Additional keys for the site should not be cut without permission.
10. To use the water supply responsibly and ensure that no hoses or sprinkler systems are connected to the water supply, and that taps are turned off after use.
11. Not to fell any existing tree, nor to carry out reduction or maintenance of any existing tree, other than light pruning with secateurs, without the specific agreement and consent of the Faversham Town Council.
12. To be mindful of resident wildlife such as slow worms and hedgehogs when using lawn mowers and strimmers etc.
13. To respect requests to visit the site by agencies and people who are not tenants.
14. Not to sub-let plots or portions of plots.
15. **Disclaimer**
    * 1. Personal belongings and all items brought to or left at the allotment site are at your own risk
      2. The use of communal tools, machinery and resources are at your own risk
16. **Termination of Tenancy**
17. At the end of the tenancy, the tenant shall be responsible for removing all rubbish and unwanted items and materials, and leaving the plot in a lettable condition.
18. The Association is not liable for the cost of any items not removed from the site.
19. **Grievance and Complaint**
20. Faversham Town Council, in conjunction with the Allotment Management Group, shall have the right to inspect sites for all matters concerning upholding the terms of the agreement.
21. Any tenant failing to observe the conditions of the Tenancy Agreement shall receive 28 days’ notice to cultivate land held in the proper manner and if the situation is not remedied within the given time the tenant shall be deemed to have surrendered land held to the Faversham Town Council for reallocation.
22. Grievances should be addressed to the Secretary in the first instance.
23. Appeals regarding unresolved grievances and complaints shall be made in writing to the Town Clerk of Faversham Town Council.
24. **Meetings**
    1. An Annual General Meeting will be held in March of each year.
    2. The Allotment Association shall at least two times in every calendar year hold an open meeting for guidance information and future planning to which meetings all tenants are invited.
    3. The Management Group of the Allotment Association shall meet as business requires, generally on a monthly basis.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant of plot number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the St Nicholas Allotment site have received the current Tenancy Agreement and agree to abide by the rules laid down in the Agreement.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign and return a copy of this agreement to The Secretary Secretary.SNAG@outlook.com