

FAVERSHAM TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

This Tenancy Agreement is made between Faversham Town Council ("the Council"), the Allotment Management Group ("the Management Group"), and the Tenant named at the end of this Agreement.

1. Duration of Agreement

1.1 This Agreement shall take effect from the date it is signed by the Tenant and accepted by the Council.

1.2 The tenancy shall run for a period of twelve (12) calendar months.

1.3 The tenancy shall continue from year to year, subject to payment of rent and compliance with the terms of this Agreement, unless terminated in accordance with the provisions of this Agreement and the Allotments Acts 1908–1950, as amended from time to time.

a. The Tenant has complied with the terms of this Agreement.

b. Rent has been paid in full.

c. There are no unresolved breaches of tenancy conditions.

d. The Council and Management Group continue to make the plot available for allotment use.

1.4 The Council reserves the right to amend the terms of this Agreement following consultation with the Management Group and tenants. Any amendments shall be communicated in writing.

2. Rent

2.1 Rent shall be payable annually in advance.

2.2 The annual rent shall be determined by Faversham Town Council in consultation with the Management Group.

2.3 Payment shall be due by the date specified on the annual rent notice.

2.4 Any tenant whose rent remains unpaid twenty-eight (28) days after the due date may receive a written notice requiring payment.

2.5 Failure to pay rent within fourteen (14) days of such notice may result in termination of the tenancy and reallocation of the plot.

3. Cultivation and Maintenance

Establishment of New Tenancies

3.1 Within one calendar month of the commencement of a new tenancy, weather permitting, at least one-third of the plot should be brought into active cultivation.

3.2 Where a plot requires substantial clearance or restoration, a cultivation plan and timetable may be agreed between the Tenant and the Management Group.

Ongoing Responsibilities

The Tenant agrees:

3.3 To maintain the plot in a clean, tidy, cultivated and productive condition.

3.4 For this Agreement, cultivation includes the growing of vegetables, fruit, herbs, flowers and other productive crops.

3.5 As a guide, approximately sixty-five per cent (65%) of the plot should be used for food production, with the remainder available for fruit, flowers, wildlife-friendly planting, composting and access paths.

3.6 To keep adjoining paths reasonably clear, safe and accessible.

3.7 Not to cause nuisance, harassment, obstruction or unreasonable disturbance to other tenants, neighbouring residents or visitors.

3.8 To prevent plants, hedges, trees or structures from encroaching onto neighbouring plots, paths or access routes.

Trees and Permanent Planting

3.9 Fruit trees shall be planted on dwarf or semi-dwarf rootstock wherever practicable.

3.10 Fruit trees should be maintained at a manageable size and pruned regularly.

3.11 Nut trees shall not be planted without prior written approval from the Council.

3.12 Trees should not be planted directly on plot boundaries where they may adversely affect neighbouring plots.

Waste and Site Cleanliness

3.13 The plot shall be kept free from rubbish, scrap materials and waste.

3.14 Waste from outside the allotment site must not be brought onto the site for storage or disposal.

3.15 Composting of suitable organic material generated on the plot is encouraged.

3.16 Non-compostable waste must be removed from the site by the Tenant.

3.17 Bonfires are permitted on the allotment sites with the following conditions:

North Preston: To control bonfires, lighting them no earlier than 2 pm, ensuring that there is no threat to other tenants' ground, nor nuisance to local and road users. No bonfires may be lit between June 1st and October 1st in any circumstances.

Millfield: Bonfires are permitted on plots after 3.00 pm in summer and 1.00 pm in winter (October to March). Bonfires within incinerators, where possible or within the designated area on the site. Bonfires can only be lit when the smoke is blowing away from the residential areas. If the wind should change at any time, we would ask plot holders to extinguish the bonfire.

Perry Court: Please note there is zero tolerance for bonfires on this site due to the flat grassland location.

Stonebridge: To control bonfires, lighting them no earlier than 2 pm, ensuring that there is no threat to other tenants' ground, nor nuisance to local and road users. No bonfires may be lit between June 1st and October 1st in any circumstances.

St Nicholas: To control bonfires, lighting them no earlier than 2 pm, ensuring that there is no threat to other tenants' ground, nor nuisance to local and road users. No bonfires may be lit between June 1st and October 1st in any circumstances.

Bonfires should not be left unattended, and accelerants are not permitted to be used to start or maintain bonfires. Plot holders are not permitted to bring rubbish onto the site to burn at any time.

Dogs and Children

3.18 Dogs belonging to tenants may be brought onto the site only if kept under control and always supervised.

3.19 Any faeces to be removed and disposed of off-site by the Tenant.

3.19.a. Tenants are responsible for ensuring that any children (under 18 years) accompanying them are always properly supervised and not roaming around the site. Dogs and children remain on the Tenant's Allotment Plot only.

Bees

Sites that have Bees are Millfield only and Stonebridge only. No other allotment site is permitted.

Livestock

Except with the prior written consent of the Council, the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be

kept for trade or business purposes and accordingly are to be limited in number as the Council may provide in writing.) provided that:

The number of them is manageable;

They are well and humanely managed;

They do not cause any danger, nuisance, interference, disturbance or annoyance to Tenants or to anyone else, including members of the public and the owners or occupiers of the neighbouring and adjoining property or plot holders.

Subject to the agreement of the Council, which may, at its discretion, decide that the keeping of the Livestock on the site would be prejudicial to health or a nuisance.

All Livestock must be registered in accordance with the Department for Environment, Food & Rural Affairs (DEFRA)

Sites that permit livestock are North Preston, Stonebridge, and St Nicholas only.

9. Buildings and Structures

Site Facilities

3.20 Tenants shall respect all buildings, fences, gates, water systems, paths and other facilities belonging to the Council, the Management Group or other tenants.

Wildlife and Environmental Protection

3.21 Hedgehog-safe slug control products should be used wherever slug control is necessary.

3.22 Tenants shall not knowingly damage wildlife habitats on the allotment site.

3.23 Tenants are encouraged to create and maintain wildlife-friendly areas that support pollinators, birds and beneficial insects.

3.24 The use, storage or application of synthetic pesticides, herbicides, fungicides, insecticides and chemical weedkillers is prohibited anywhere on the allotment site.

3.25 Tenants are encouraged to use natural and environmentally responsible methods of cultivation, including:

- a. Hand weeding and hoeing.
- b. Mulching using compost, manure, leaf mould, woodchip or other natural materials.
- c. Crop rotation.
- d. Companion planting.
- e. Physical pest barriers such as netting, fleece, collars, cloches and copper tape.

f. Encouraging beneficial wildlife, including birds, hedgehogs, frogs, toads, ladybirds, lacewings, bees and other pollinating insects.

g. Biological controls, including nematodes where appropriate.

h. Soil improvement through composting and organic matter.

i. Approved organic and non-toxic pest management methods.

3.26 Any suspected use of prohibited chemicals may be investigated by the Management Group and Council.

4. Structures and Buildings

4.1 Greenhouses with glass are not permitted on Perry Court, unless specifically authorised by the Council.

4.2 Polytunnels and similar structures may only be installed with prior written approval and not exceed 1.8m x 1.2m at these sites: Millfield, North Preston, Perry Court, St Nicolas, Stonebridge.

4.3 Where greenhouses are permitted, safety materials such as polycarbonate or other non-glass alternatives may be required at Perry Court allotment.

4.4 Any structure erected without approval may be required to be removed at the Tenant's expense. Anything over 1.8m x 1.2m.

5. Allocation and Transfer of Plots

5.1 The Council shall maintain the allotment waiting list.

5.2 Applications for plots shall be acknowledged by the Council.

5.3 Vacant plots shall be allocated by the Council in consultation with the Management Group.

5.4 Plots may not be assigned, transferred, sublet, or shared without the prior written consent of the Council.

6. Inspections

6.1 The Council and Management Group may inspect allotment plots for site management and compliance with this Agreement.

6.2 Routine inspections should be carried out at least three times each calendar year.

6.3 Where concerns are identified, tenants should be informed in writing and given a reasonable opportunity to remedy any breach.

6.4 Hosepipes may be used for hand watering, but must not be left running unattended.

6.5 You are expected to turn off taps when leaving and store hoses safely to avoid trip hazards.

Some allotment sites DO NOT USE HOSEPIPES: St Nicolas, Perry Court.

St Nicolas: 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. Rainwater collection is strongly encouraged.

Millfield: would like you not to use hosepipes for special use; you will need to ask permission from the Management Group.

What happens during a hosepipe ban?

Usually allowed

Yes

- Watering with a watering can
- Using a bucket
- Using stored rainwater
- Using water from a water butt
- Using some grey water (where appropriate)

Usually prohibited

No

- Watering plots with a mains-connected hosepipe
- Sprinklers
- Spray guns
- Pressure washers

7. Complaints and Grievances

7.1 Complaints, grievances and disputes should be submitted in writing to the Secretary of the Allotment Management Group or, if an Allotment site has no Management Group, to a designated Council officer.

7.2 The Management Group or Council shall consider complaints at its next available meeting.

7.3 Both parties shall be given a fair opportunity to present their views.

7.4 The Management Group and /or the Council's decision following consideration of the matter shall be final.

8. Breach of Agreement and Termination

8.1 Where a breach of this Agreement is identified, the Council or Management Group may issue a written warning to the Tenant.

8.2 The warning shall specify:

a. The nature of the breach.

b. The action required to remedy the breach.

c. A reasonable timescale within which the breach should be remedied.

8.3 The Council and Management Group will seek to resolve matters informally wherever reasonably possible before formal action is taken.

8.4 Where a breach is not remedied within the specified timescale, further action may be taken by the Council.

8.5 Persistent failure to cultivate the plot, non-payment of rent, repeated breaches of this Agreement, deliberate damage to property, unlawful activity, violence, harassment or behaviour causing significant nuisance may result in termination proceedings being commenced.

8.6 Before terminating a tenancy, the Council shall consider all relevant circumstances and provide the Tenant with an opportunity to make written representations.

8.7 Any notice to quit or termination of tenancy shall be issued in accordance with the provisions of the Allotments Acts 1908, 1922 and 1950, together with any subsequent legislation or regulations relating to allotments.

8.8 The Council reserves the right to recover possession of a plot where permitted by law and following the appropriate statutory procedures.

8.9 The Tenant may submit a written appeal against any proposed termination within fourteen (14) days of receiving notice. Such an appeal shall be considered by the Council before a final decision is made.

8.10 Upon termination of a tenancy, the Tenant shall remove any personal belongings, structures or materials from the plot within a reasonable period agreed with the Council unless otherwise directed.

9. Meetings

9.1 An Annual General Meeting shall be held each year by the Management Group.

9.2 The Management Group shall meet at least four times each calendar year.

9.3 Meetings shall be open to all tenants for information, discussion and future planning unless confidential business is being considered.

10. Data Protection

10.1 Personal information supplied by tenants shall be held and processed by Faversham Town Council for allotment administration purposes in accordance with applicable data protection legislation.

11. Statutory Rights

11.1 Nothing contained within this Agreement shall prejudice, restrict or remove any rights, protections, notice requirements or obligations arising under the Allotments Acts 1908, 1922 and 1950, or any subsequent legislation relating to allotments.

11.2 In the event of any conflict between the terms of this Agreement and any statutory provision, the statutory provision shall prevail.

11.3 The Council, Management Group and Tenant shall at all times act in accordance with applicable allotment legislation and any relevant regulations governing allotment tenancies.

11.4 Any notice served under this Agreement shall comply with the requirements of the relevant allotment legislation in force at the time of service.

11.5 The rights and responsibilities contained within this Agreement are in addition to, and not in substitution for, any statutory rights or obligations established by law.

Tenant Details

Name: _____

Plot Number: _____

Address: _____

Telephone: _____

Email: _____

Signature: _____

Date: _____