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## RULES

These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments owned by Maidstone Borough Council, and managed voluntarily, by the MAMC.

In these rules the words used are to have the following meaning:

MAMC	Maidstone Allotments Management Committee, acting as agents for Maidstone Borough Council.
Allotment	A plot of land that is let by MAMC for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
Site	Any area of allotments that are grouped together at one location.
Rent	The annual amount payable for the tenancy of an allotment plot.
Tenant	A person who holds an agreement for the tenancy of an allotment plot.
Tenancy Agreement	A legally binding written document which records the terms and conditions of letting a particular allotment plot, to an individual tenant.
Authorised Officer	A member of the Management Committee.
Cultivation	Keeping the plot in good productive order by the maintenance and improvement of herb, flower, fruit and vegetable crops, and the control and prevention of invasive weeds. 75% cultivation at all times.
Roadway	A common route within the site for vehicular and pedestrian access to allotments.
Paths	Dividing paths between allotments.

### **1. The Tenancy**

**1.1 Single Tenancy** The tenancy of an allotment is personal to the tenant named in the agreement and close family members.

The Tenant may not assign, sublet or part with possession or control of all or any part of their allotment, or allow any unnamed person to attend the site unaccompanied by the tenant.

**1.2 Co-workers** Existing Tenants may request registering a co-worker known to them and with their agreement, to help with cultivation of their plot by contacting their site manager for agreement.

Co-workers must be issued with a copy of the rules and regulations, and sign a Co-worker Agreement form (available from the MAMC secretary), which has to be countersigned by the Tenant and returned to MAMC. All other Terms and Conditions set out in the Tenancy Agreement apply to Co-workers.

Co-workers will have the authority to tend the allotment plot on their own, and be in possession of an additional site key. Any breach of the allotment rules will result in a review of the tenancy.

The Tenant is therefore responsible for the co-worker's actions at all times and both would have to vacate the plot if, as a result, the tenancy was terminated.

Co-workers or tenants may end a co-working agreement at any time but only the tenant can relinquish the plot. MAMC must be informed in writing in either case. Should the tenant decide to relinquish the plot, preferential consideration will normally be given to the named co-worker taking over the tenancy, if they have been a recognised co-worker for at least twelve months and worked well on the plot. Any transfer of the tenancy to a co-worker must be agreed by MAMC.

**1.3** When the written offer of a plot is made to you, payment and the page requiring your signature in the Tenancy Agreement must be completed and returned to MAMC by the due date shown. Work must be commenced within one month from the rental agreement. Failure of either could result in the offer of a plot being withdrawn.

## 2. Cultivation and Use

**2.1** Tenants must use their allotment and any structures on it and any produce grown, for personal use only. Tenants may not use their allotment as a place of residence and/or sleep overnight.

Produce may not be sold for profit.

The allotment is rented to the tenant for the purpose of the cultivation of herb, flower, fruit and vegetable crops. Part of the area (no more than 25%) may be used for associated purposes e.g. sheds, compost, greenhouse etc.

If you wish to erect a polytunnel or similar structure, plans/ideas must be submitted to MAMC who reserve the right to refuse permission. See section 5.

**2.2** Occasional barbecues for the personal use of the plot holder while working on their plot are allowed, but not for partying and no loud music. Everything to be finished and cleared by 8pm. Awareness and consideration of neighbours and other plot holders is vital.

**2.3** Only materials for use on the plot may be stored there, such as tools, bean poles, cloches, pots and netting for seasonal use. Tenants must check with MAMC before bringing any other 'building' materials for use on the plot. Certain materials e.g. tyres are not permissible and other materials may be regarded as unacceptable and the tenant requested to remove them.

**2.4** Allotments must be kept clean and maintained in a good state of cultivation with evidence of the plot being worked throughout the year. There should be a minimum 75% of a plot under cultivation\* and fertility at any one time. *\*Cultivation is accepted to mean that the plot is dug or rotavated, with produce being grown or ready for produce to be grown.* The whole plot, including any uncultivated and leisure areas, must be kept tidy, safe and free from invasive or flowering weeds. Consider your neighbours.

**2.5** If a plot abuts a public footpath or road, weeds nor plants should be left to grow near or through the perimeter fencing. This is the plot holder's responsibility.

BAMBOO should not be planted anywhere on the plot.

Tenants are responsible for maintaining the inner side of any perimeter hedge abutting their plot. This is advised when renting a relevant plot.

Only fruit-bearing trees (not exceeding 2.5m) may be planted on a plot, and kept pruned appropriately. Trees/vines must be planted away from the boundary of the plot.

**2.6** It is the tenant's responsibility to keep the plot free of weeds that may cause a nuisance to neighbouring tenants. If, on inspection or as a result of complaints, a plot with weeds is identified, the tenant will be sent a letter – 'Notice to Clean and Cultivate'. A further inspection will be carried out no sooner than 28 days but no later than 30 days after the date of the letter. If there are no improvements in cultivation, a Notice of Termination will be sent.

**2.7** Families are encouraged to bring their children on to the site to learn about growing produce. They should remain on your plot. As adult in charge, you are responsible for the safety and actions of the children on your plot and the site. You are responsible for any damage caused to vehicles, property and produce.

Children may not use paths, roadways or car parks for play or ball games. Structured play equipment such as swings, and trampolines are prohibited.

**2.8** If dogs are brought on to the site, they must be kept under control. If they are likely to wander they must be kept on a lead. They should not be allowed on the other plots. Any fouling must be collected and removed from the site and on no account should it be composted.

## 3. Other Restrictions

**3.1 Water:** A precious commodity to be used carefully. The water tanks are to be kept clean for water can use. Vegetables, tools etc must not be washed in the tank.

Sprinklers are prohibited. Hose pipes may be used to water crops directly if hand held, or to fill water butts, considering other plot holder's needs at the same time. Hand held hoses may only be used each day for 15 minutes per half size plot [5 rods], 30 minutes per full size plot [10 rods].

Water supplies will be turned off in the winter months (November to March). There may be other occasions i.e. due to water leaks or drought, when the water may be turned off without notice at the discretion of MAMC, or under instruction from the water supply company.

**3.2 Bonfires** are prohibited from 1 April to 30 September inclusive except for contract and site improvement works by MAMC. At other times, bonfires are permitted for the burning of dry, diseased plants, perennial weeds, stalks and prunings. Bonfires, preferably using an incinerator or burning barrel, should be regarded as a last resort for disposing of waste generated on a plot. Bonfires must never be left unattended, and should be extinguished before the plot-holder leaves the site. Consideration of households neighbouring the site is essential, i.e. wind direction, proximity of fences or trees etc. Please ensure you look at your site Notice Boards for local rules, i.e. time bonfires may be lit within the months allowed.

Any materials likely to cause toxic fumes, (e.g. carpet, plastic or rubber) may NOT be burned on site. Such fumes can aggravate those with asthmatic and pulmonary conditions, as well as polluting the soil. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50 ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980. MAMC reserves the right to prohibit bonfires on a specific plot and/or group of plots.

**3.3** All non-diseased vegetative matter should be composted in an appropriate container and then used on your plot. Diseased plants and perennial weeds could be burned within Tenancy Rules or must be bagged up and disposed of responsibly in accordance with the local Council rules.

Rubbish from external sources must not be brought on to the site. Abuse may result in prosecution and termination of the tenancy.

**3.4** Anybody found trespassing on or removing anything from another plot will have their tenancy terminated.

**3.5** Verbal or physical abuse will not be tolerated under any circumstances, and the tenancy may be terminated immediately.

**4. Duty of Care** Tenants have a duty of care to everyone, including other tenants and visitors.

**4.1** The use of power tools on their plot is the tenant's sole responsibility for own safety and that of the neighbours. Extra care must be taken near adjacent plots and pathways. Such tools should not be left overnight on the site for security reasons.

Fuels may NOT be stored in tenants' sheds on the allotment.

**4.2** Barbed or razor wire must not be used on the allotment. The sharp edges of any material such as corrugated metal must be covered. Asbestos is a health hazard and is not to be brought on to a site.

**4.3** Due care and attention to weather conditions must be given when spraying permitted weed controls to avoid drift on to other plots, pathways or roadways.

The killing of grass or damage to communal pathways is prohibited.

**4.4** Any broken glass must be safely disposed of, off site, immediately.

Hosepipes whilst in use must not be left trailing on communal paths in a manner to cause a tripping hazard, or left out after use.

Any canes to support plants used adjacent to communal paths should be capped in the interest of safety of others.

**4.5** Shared paths between two allotments must be maintained by both tenants, i.e. grass kept cut. They must be kept clear of obstruction and wide enough for easy pedestrian access.

Weed killers must not be used on communal paths. The edges of the paths should be cut so that it is clear where the path finishes and the plot begins.

**4.6** The use of carpet is strictly prohibited. Weed suppressant membrane or plastic sheeting may be used for overwintering bare soil, but this must be removed as spring arrives, and cultivation begins. At any other time, use of weed suppressants should be used for one month only. Weeds can get through. Extreme care must be taken when using plastics of any kind ..... cloches, bottles, polytunnels etc. Plastics deteriorate and break down, soon endangering wildlife and polluting soil and waterways.

**4.7** Site gates should always be locked on entry and departure to prevent access by unauthorised persons. This applies even if the gate is found to be already unlocked. Keys should NOT be removed from an open padlock. Oil should never be applied to the padlocks, but please report any malfunction to the site manager or rep.

**4.8** Parking: Vehicles are permitted on sites with car-parking space and roadways. Parking is at the owner's risk and vehicles are only to be parked in designated areas while the tenant is working on site. Vehicles may not be left overnight.

A speed limit of 5 miles an hour applies at all times and a weight limit of 5 tonnes. Roadways must be kept clear so that other users have free access. There may be times when access is not possible due to maintenance work etc.

## **5. Structures**

**5.1** Tenants may erect a shed, greenhouse or polytunnel on their plot but must first obtain permission from MAMC. Details will be required. Concrete bases must never be used. All structures must be adequately secured to the ground to prevent uplift in stormy conditions.

Any structures erected on the allotment may not be made from hazardous materials (e.g. asbestos and corrugated sheeting with exposed sharp edges).

**5.2** Any structure on the allotment must be temporary, and maintained in safe order with a neat external appearance and condition. Permanent fencing is not allowed.

Greenhouses and polytunnels should not be erected immediately adjacent to a communal path, roadway or boundary fence. The position of a greenhouse or poly tunnel should be discussed with the site manger prior to erection. Any structure on the plot when rented to you must be left unless it has become dilapidated during your tenancy, in which case it must be removed.

## **6. Plot Number and Information**

**6.1** Tenants must display their plot number clearly, visible for all to see.

**6.2** Relevant site information may be displayed on notice boards where provided. Notices displayed will be deemed as read. No other notices or advertisements are allowed on the site without the consent of MAMC.

## **7. Rent**

**7.1** The rent year runs from 1<sup>st</sup> October to 30<sup>th</sup> September. The tenant must pay the invoiced rent within 28 days of the due date. Late payment will result in a surcharge and possible loss of plot. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year on a pro-rata basis, and payment will be required within 14 days.

A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before the year end, but no refund will be payable.

**7.2** The departing tenant must remove any personal items or derelict structures from their plot before the end of the tenancy or within 14 days if they have been given Notice of Termination. Failure to comply will result in MAMC disposing of such material and the full cost of disposal charged to the outgoing tenant.

**7.3** Rent may be increased at any time by MAMC providing all reasonable steps to give 12 months' notice have been taken. Water charges may be increased if water rates go up, or excessive water has been used by tenants in a particular year.

7.4 A one-off key deposit is payable by plot-holders for each key provided. The key must be returned at the termination of tenancy – whether termination is voluntary or otherwise. The deposit is refundable when the key is returned at the end of the tenancy, it must be returned with two months of termination. Keys should not be loaned to others, except to cover holiday watering. Site manager or rep should be notified in advance. If an extra key is required for a relevant reason, a further deposit (refundable) is required.

## **8. Communication**

8.1 Tenants must inform MAMC, in writing, of changes of address/EMAIL or status. If you have a Temporary problem (health, family etc) which prevents you from tending your plot, please inform your site manager, or the office, as soon as possible. Misunderstandings are then averted.

8.2 Any allotment plot and any structure on it may be inspected by an authorised officer of MAMC or the police at any time and tenants must give whatever access if required with or without notice.

8.3 Notices to be served by MAMC on the tenant will be sent to the tenant's address in the Tenancy Agreement (or as notified to MAMC under these rules) by post, registered letter, recorded delivery, email or hand delivered ; or

- a) Served on the tenant personally
- b) Placed on the plot

Notices served will be treated as properly served even if not received.

8.4 Notices to Clean and Cultivate a plot that is not in satisfactory cultivation, will be sent to the tenant concerned. This notice will remain on record for 12 months and within that period, failure to maintain the plot to the required standard, will result in a Notice of Termination, giving the tenant 14 days to clear the allotment and return the key.

8.5 Written communication for MAMC should be sent to:

Maidstone Allotments Management Committee,  
39-48 Marsham Street, Maidstone, ME14 1HH  
or e-mail: [admin@maidstoneallotments.co.uk](mailto:admin@maidstoneallotments.co.uk)

## **9. Termination of Tenancies**

9.1 MAMC may terminate allotment tenancies in any of the following ways:

- a) At any time after 3 calendar months written notice by Maidstone Borough Council that the Allotment Site is required for a purpose other than the agriculture to which it has been appropriated under any statutory provision, or the building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible MAMC/MBC will consult tenants and arrange relocation and appropriate compensation.
- b) By giving one month's written Notice to Terminate if:
  - The rent is in arrears for 28 days or more whether formally demanded or not.
  - The tenant is in breach of any of the rules in their tenancy agreement.
  - Tenants may not have the opportunity to renew their tenancy in September, when accounts are sent out, if the required and agreed standards are not met.
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## **10. Termination Procedures**

### **10.1 Gross Misconduct**

A plot holder can have their tenancy agreement terminated with immediate effect for the following:

- Theft
- Trespass on a plot not their own

- Physical violence
- Bullying, harassment or racist behaviour
- Deliberate damage of property
- Selling produce for profit or gain
- Serious infringement of Health and Safety issues
- Lewd or offensive behaviour –

In the case of gross misconduct, the tenant may be escorted from the site, and although they will receive the normal 14 days notice, may be expected to relinquish their key immediately and only allowed access to clear their possessions under supervision.

## 10.2 Appeal Procedure

When MAMC has terminated the Tenancy Agreement, the plot holder has 14 days from the date of the termination to notify MAMC that they wish to appeal the decision. This must be done in writing by the person named on the Tenancy Agreement, by recorded delivery letter.

The appeal must state the name of the person lodging the appeal, the plot in question and the reasons they believe the termination of the tenancy was incorrect. Any corroborating evidence such as statement or photos must be presented at the same time.

On receiving the appeal, the MAMC must within 7 days, assign a member of the Committee to review the appeal. That person must not be the site manager or anybody having direct association with the site. Within 10 days of the reviewer being appointed, they must produce adjudication in writing, stating whether the termination should be upheld or cancelled. Their reasons for the decision should be clearly stated. The judgement should solely be based on whether the tenant has met or failed to meet the terms of their Tenancy Agreement, and whether the prescribed procedures for termination have been followed.

The judgement will be kept on record, and a copy sent to the tenant, by recorded delivery.

If the judgement is upheld, the tenant will have 14 days to vacate their plot from the date of the adjudication.

This decision will be final and cannot be further appealed.

## 11. MAMC Responsibilities

**11.1** To appoint at least one representative and/or site manager for each site where possible. Contact details of reps to be displayed on notice boards and usually on the website.

**11.2** To maintain a database of all tenants, waiting lists, letting of plots, invoicing, rent collection, terminations and enforcement rules. To ensure date protection of all plot holder details.

**11.3** To undertake repairs to site perimeter fences, gates and water infrastructure, maintenance of roadways, vacant plot management, hedges and tree management. ***NB All subject to budget.***

**11.3** MAMC is **not** liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on their plot and to insure and mark any items kept there. Incidents of theft and vandalism should be reported to the police on 101 and to the site rep.

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