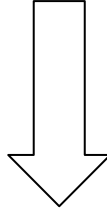


Please scroll down to read a copy of our Tenancy Agreement



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1. Application

- 1.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.
- 1.2 Where allotment tenancies are rented to a group they are collectively subject to additional rules issued by the authorised officer.

2. Terms and Interpretation

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

Allotment	A plot of land that is let by MAMC for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
MAMC	Maidstone Allotments Management Committee, acting as agents for Maidstone Borough Council.
Site	Any area of allotments that are grouped together at one location.
Rent	The annual rent payable for the tenancy of an allotment.
Review Notice	Any notice of reviewed rental charges.
Tenant	A person who holds an agreement for the tenancy of an allotment.
Tenancy Agreement	A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant or group.
Haulage Way	A common route within the site for vehicular and pedestrian access to allotments.
Headland	The area of land between an allotment plot and any haulage way or perimeter fence.
Authorised Officer	MAMC Site Managers.
Other authorised person	The tenant, co-worker or invited guest.
Cultivation	Keeping the plot in good productive order by the maintenance and improvement of the soil; the control and prevention of flowering weeds; and the planting and maintenance of lawns, ornamental plants and herb, flower, fruit and vegetable crops.
Paths	Dividing paths between allotments.
Leisure area	Small area of grass or patio for pastimes, eating and/or relaxing.

3. Assignment, Subletting and Co-working

- 3.1 The tenancy of an allotment is personal to the tenant named in the agreement and close family members.
- 3.2 The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.
- 3.3 *Groups, Shared Allotments & Co-workers*

Groups should nominate one named individual to be a spokesperson. The spokesperson will be fully responsible for the group. The Tenancy Agreement will be in the Group's name c/o the spokesperson. Everyone else within the group can register to become a co-worker by completing a Co-workers Agreement Form which has to be countersigned by the Spokesperson and returned to MAMC. These Agreement forms are available from the MAMC Secretary. No more than 2 keys can be supplied for any group. All other Terms and Conditions set out in the Tenancy Agreement apply to Groups & Co-workers.

3.4 *Existing Tenants adding a Co-worker*

Existing Tenants may share cultivation with another party by registering a named person as a Co-worker. Co-workers must sign a Co-Worker Agreement Form which has to be countersigned by the Tenant and returned to MAMC. These Agreement forms are available from the MAMC Secretary. 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. Co-workers will also have the right to be in a possession of an allotment gate key. Co-workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the tenancy. The tenant therefore is responsible for the co-worker's actions at all times and both would have to vacate the plot if 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 be given to the named co-worker's having first refusal of taking over the tenancy, but only if they have been a recognised co-worker for at least twelve months. It is the responsibility of the tenant to inform MAMC if it is proposed that the Tenancy of the plot is transferred to a named co-worker; however, any proposal to transfer a tenancy to a co-worker must ultimately be agreed by MAMC.

4 **Cultivation and Use**

4.1 *Personal Use*

Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the allotment association of that site.) Tenants may not use their allotment as a place of residence and/or sleep overnight.

4.2 *Permitted Use*

The allotment is rented to the tenant for the purpose of recreational gardening and/or the cultivation of herb, flower, fruit and vegetable crops.

Part of the area may be used for associated purposes e.g. sheds, compost heaps and a patio. The maximum area for hard landscaping (e.g. a patio, internal paths) is 20% of the plot area.

4.3 *Storage of Materials within the Plot*

Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use.

Quantities in excess of the above will be regarded as unacceptable and the tenant requested to remove them. Failure to do so may result in the materials being removed by MAMC, the tenant charged with the cost and notice of termination given.

4.4 *Cultivation*

Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from flowering weeds.

4.5 *Hedges*

Tenants are responsible for maintaining any hedge on or abutting their plot. They should be kept to a maximum height of 2.0m (6'6") and the sides shall be trimmed at least once per year. Where hedges abut a perimeter boundary, road or vehicular haulage way, MAMC is responsible for maintaining the outside.

- 4.6 *Trees*
Tenants must not, without consent of an authorised officer, cut or prune trees outside of their own allotment; plant any trees which will exceed a height of 2.0 metres; and/or allow self-seeded trees to grow on their allotment (especially any that are growing through a perimeter fence).
- 4.7 *Weed Control*
It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified, the tenant will be sent a Notice to Clean letter. A further inspection will be carried out in 28 days and if there are no improvements in cultivation a Notice of Termination will be sent. See 15.4.
- 4.8 *Observance of Rules*
Tenants must observe and comply with current rules, regulations and policies, and those which MAMC may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules may lead to termination of tenancies.
- 4.9 *Authorised Council Officer Instructions*
Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.
- 4.10 *Children*
Families are encouraged to bring their children onto the site but parents must accept that they are fully responsible for the safety and actions of their children on their own plot and the site as a whole.
- 5. Rent**
- 5.1 The tenant must pay the invoiced rent within 28 days of the due date.
- 5.2 The rent year runs from 1 April to 31 March. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount. MAMC retain the right not to re-let a plot or part of a plot if the tenant has not complied with any part of the Agreement with written notice.
- 5.3 A tenant may voluntarily relinquish their allotment garden at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 5.4 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy or 14 days if they have received a Notice to Quit. MAMC will dispose of any such material not removed by the tenant. The full cost of disposal may be charged to the outgoing tenant.
- 5.5 Rent may be increased at any time provided MAMC takes reasonable steps to give at least twelve months notice by way of signs on notice boards and gates, or by the use of newsletters, etc. Failure to give notice to any individual tenant will not invalidate that tenant's rent increase.
- 6. Water, Bonfires and Other Restrictions**
- 6.1 *Water*
Sprinklers are prohibited. Hose pipes may be used to water directly if hand held or to fill water butts, provided this does not prevent other tenants having access to water supplies. 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 droughts when the water may be turned off without notice at the discretion of MAMC.

6.2 *Bonfires*

Bonfires are a last resort for disposing of waste generated on a plot. Bonfires are permitted for the burning of dry, diseased plants, perennial weeds, stalks and prunings. Use of an incinerator or 'burning barrel' will be required for all bonfires. When leaving your plot after a bonfire ensure the fire is completely extinguished. Bonfires must never be left unattended. No bonfires are allowed from 1 April to 30 September inclusive except for contract and site improvements works.

Bonfires are not permitted at any time for the burning of manufactured materials such as plastics and rubber (which give off toxic fumes that aggravate asthmatic and pulmonary medical conditions), these should be disposed of at the designated civic amenity site.

Tenants should take into consideration local householders and whether people have windows open or washing on the line which is likely to be affected by smoke.

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 50ft (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.

6.3 *Rubbish and Recycling*

Rubbish from external sources may not be deposited on the allotment garden or any other part of the site including any designated rubbish depositing area. Abuse may result in prosecution.

All non-diseased vegetative matter must be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned.

6.4 *Removal of Crops, Soil and Similar Materials*

Tenants may not remove crops from vacant plots or any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from MAMC.

6.5 *Nuisance*

Tenants must not discriminate, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

6.6 *Duty of Care (including chemicals, fuel and hazardous materials)*

Tenants, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves.

Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials. Asbestos is prohibited; if you discover it, please inform an authorised officer of its location.

Parking is available, only in approved areas. Obstruction of paths and haulage ways is not permitted.

Tenants may not bring, use or allow the use of barbed or razor wire on the allotment. Plots must not be fenced by any material with sharp edges i.e. corrugated sheeting.

6.7 *Illegal or Immoral Activity*

The allotments and site or any structures thereon may not be used for any illegal or anti-social purpose.

6.8 *Site Security*

All tenants and authorised persons must lock gates where provided on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

6.9 *Carpets and plastic*

No carpets or plastic will be permitted on a plot for the purposes of suppressing weeds. Weed suppressant membrane is allowed.

6.10 *Speed and weight limits*

Speed restrictions of 5 miles per hour apply to all sites with vehicular access. Weight limits of 5 tonnes apply to all sites with vehicular access. Access to the site for vehicles over 5 tonnes will need the permission of the Site Manager.

7. *Dogs, Animals & Bees*

7.1 Dogs must not be brought onto allotments or any part of the site unless they are kept on a lead or otherwise restrained at all times.

7.2 Animals or livestock including bees and poultry and rabbits must not be kept on allotments.

8. *Unauthorised Persons*

8.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

8.2 The authorised officer or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

9. *Paths and Headlands*

9.1 Paths within allotments must be kept free from flowering weeds and rank growth must not exceed 150mm (over 6" high).

9.2 Shared paths between two allotments must be maintained, and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.

9.3 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.

9.4 Where car parking or vehicle access is available on an allotment site, the tenant must ensure that all haulage ways have free access for other users. Vehicular access to allotment sites is a privilege, not a right. Parking is not available on all allotment sites. Parking facilities can be withdrawn if abused.

10. *Structures (sheds, greenhouses, poly tunnels, compost heaps and fences)*

10.1 Tenants may put up a shed on their plot and must obtain permission from MAMC. Greenhouses and polytunnels are also permitted and permission must be obtained from MAMC. Concrete bases must never be used.

- 10.2 Any structure on the allotment must be temporary and maintained in safe order with a neat external appearance and condition. If MAMC is not satisfied with the state of the structure the tenant must either repair it to MAMC's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, MAMC may remove it and charge the tenant the full cost of removal and disposal.
- 10.3 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos and corrugated sheeting with exposed sharp edges) and the colour shall be in keeping with the natural environment.
- 10.4 All structures must be adequately secured to the ground to prevent uplift.
- 10.5 No permanent fences are permitted and any barriers (for example to exclude rabbits) must be approved by MAMC.
- 10.6 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes). Contact an authorised officer if unsure of location.
- 10.7 Motor vehicles may not be parked overnight or deposited on the allotment. See 5.4.

11. Plot Numbers, Notices and Adverts

- 11.1 Site Society or Association & MAMC information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer. Notices displayed will be deemed as read.
- 11.2 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way.

If a whole allotment is divided into two half plots the tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method.

12. Change of Address and Notices

- 12.1 Tenants must immediately inform MAMC, in writing, of changes of address or status.
- 12.2 Notices to be served by MAMC on the tenant may be:
- a) Sent to the tenant's address in the Tenancy Agreement (or as notified to MAMC under these rules) by post, registered letter, recorded delivery or hand delivered; or
 - b) Served on the tenant personally; or
 - c) Placed on the plot.
- 12.3 Notices served under paragraph 12.2 will be treated as properly served even if not received.
- 12.4 Written information for MAMC should be sent to: The Secretary, Maidstone Allotments Management Committee, c/o 131 London Road, Maidstone, Kent, ME16 0HF or e-mail maidstoneallotments@hotmail.co.uk

13. Inspection

- 13.1 Any allotment 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 is required with or without notice.

14. Termination

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

- a) At any time after three calendar months written notice by MAMC that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, MAMC will consult tenants and arrange relocation and appropriate compensation.
- b) By giving one months written notice to quit if:
 1. The rent is in arrears for 28 days or more (whether formally demanded or not); or
 2. The tenant is in breach of any of these rules or of their Tenancy Agreement; or
 3. For tenant terminating. (see 5.3 and 5.4).

15. MAMC's Responsibilities

15.1 Administration

Keeping details of waiting lists, letting of plots, rent collection, terminations and enforcement of rules.

15.2 Repairs and Maintenance

Repairs to site perimeter fences, gates and water infrastructure, maintenance of haulage ways, vacant plot management, hedges (see 4.5) and tree management. (See 4.5. and 4.6).

15.3 Rubbish

To remove rubbish which has been fly-tipped or rubbish placed in any designated rubbish disposal areas. (Tenants should report anyone who brings rubbish onto the site from outside, to the authorised officer).

N.B. All of the above is subject to budget.

15.4 Plot Clearance

MAMC reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. MAMC will only carry out this action once the tenant has been informed. The tenant will be charged the full cost on each occasion that this occurs.

15.5 Liability

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 the allotment, and to insure and mark any items kept at the allotment. Report incidents of theft and vandalism to the police on 01622 690055.

16. MAMC's Contact Details

Any issues or problems relating to allotments may be clarified by writing to the address below, or telephoning us on:

Tel: 01622 664528
e-mail: maidstoneallotments@hotmail.co.uk
web page: www.maidstoneallotments.co.uk
The Allotment Secretary
MAMC
131 London Road
Maidstone
Kent, ME16 0HF

Allotment Secretary
Maidstone Allotments Management Committee
131 London Road
Maidstone
Kent
ME16 0HF

Dear Sir / Madam

Plot Number _____ Site _____

I no longer wish to use Plot Number _____ on the _____ Site as from ____ / ____ / ____ (date) and I will remove all of my belongings from my allotment. Any belongings that I do not remove will be removed by MAMC and disposed of after the above date or the tenancy has expired (whichever is sooner). The full cost of disposal will be reimbursed to MAMC by myself.

Additional Information (if any)

Yours sincerely

Signature _____ Print Name _____

OFFICE USE ONLY:

RECORD PROCESSED ____/____/____

KEYS MUST BE RETURNED WITHIN SIX MONTHS FOR A FULL KEY DEPOSIT REFUND.
AFTER SIX MONTHS, NO REFUND WILL BE GIVEN.

WHEN YOU NO LONGER REQUIRE YOUR ALLOTMENT, PLEASE FILL IN AND TEAR OUT
THIS FORM THEN RETURN IT TO MAMC OR HAND IT TO YOUR SITE MANAGER