

AN AGREEMENT made this ninth Day of February Two thousand and twelve

Between Meopham Parish Council of The Windmill, Meopham Green DA13 0QA (hereinafter called "the Council) of the one part and Meopham & District Allotment Association of The Timbers, Melliker Lane, Meopham DA13 0JB (hereinafter called "the Tenant") of the other part.

This Agreement is subject to the Allotments Acts 1908 - 1950; to any Regulations endorsed to or on this Agreement; and to the following Conditions:

WHEREBY

1. The Council agrees to let and the Tenant agrees to take for a term of seven years, commencing on 1st April 2012, all that parcel of land containing 7.5 acres or thereabouts and more particularly delineated on the plan annexed hereto and thereon shown outlined in grey and identified as "Allotment Area = 32,160sq m, situate at Southdown Shaw (hereinafter called "the Allotments)", at a yearly rental of £340.00 payable annually by the 30th June and without deduction otherwise than allowed by statute. Rent will be subject to a review every two years on the anniversary of this agreement and any increase will not be more than the rate of inflation current at the time.
2. The Tenant agrees with the Council, as follows:-
 - a) The Tenant shall cause the land to be used for Allotment Gardens, within the meaning of that expression as defined in section 22(1) of the Allotments Act, 1922, only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the plot holder and his (her) family) and not for commercial gain.
 - b) The Allotments shall be kept reasonably free from weeds and well fertilised and otherwise maintained in a proper state of cultivation and in good condition, and any pathway or vehicle access included therein or abutting thereon shall be kept reasonably free from weeds. Plots that remain unoccupied will be kept in reasonable order by members of the Association.
 - c) No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the Allotments.
 - d) No buildings (including greenhouses) shall be erected, no fixed lighting shall be installed and no trees shall be planted upon the Allotments without the consent of the Council (other than dwarf fruiting trees and/or fruiting bushes of a height not exceeding two metres).
 - e) No timber or other trees upon the Allotments shall be cut or pruned (apart from recognised pruning practices of fruit trees as above) and no mineral gravel sand earth or clay shall be taken or carried away without the consent of the Council.

- f) Any fencing or barriers erected on the allotments shall not exceed a height of 1.2 metres.
 - g) The Council shall be responsible for maintenance of the boundary fences, hedges and gates and of land not in use as allotments as defined on the plan. All other maintenance shall be the responsibility of the Tenant.
 - h) The Tenant shall be responsible for the complete day to day running of the Allotments, including payment of water charges, maintenance of water supply equipment and security of the site including provision of locks and keys of the allotment gate entrance into the main car park as shown on the plan.
 - i) The area defined on the plan as allotments shall comprise no more than 170 plots, excluding areas set aside for car parking.
 - j) The Tenant shall maintain Public Liability and any other necessary insurance, shall provide a copy of the current policy and premium receipt to the Council, shall carry out any necessary risk assessments and health and safety surveys as appropriate and shall be and remain a member of a recognised representative body such as the National Society of Allotment and Leisure Gardeners.
 - k) The Tenant shall let individual plots to members of Meopham & District Allotment Association and shall determine and collect rents. Membership of Meopham & District Allotment Association shall be limited to residents of the Borough of Gravesham. The terms and conditions of letting agreements for individual plots shall be approved by the Council.
 - l) The Tenant shall have authority and responsibility for the giving of notice to individual plot-holders for non-cultivation and /or non-payment of rent.
 - m) The Tenant shall maintain a list of potential allotment holders and shall let any vacant plot in list order.
3. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments or to access those areas of land maintained by the Council.
4. This Agreement may be determined:
- a) By either the Council or the Tenant giving to the other twelve months notice in writing expiring on or before 6th April or on or after 29th September in any year..
 - b) By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required
 - i) for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision.
 - ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of the purposes.

c) By re-entry by the Council at any time after giving one months previous notice in writing to the Tenants

i) if the rent or any part thereof is in arrears for not less that forty days whether legally demanded or not

OR

ii) if it appears to the Council that the Tenant not less that three months after the commencement of the Agreement has not duly observed the conditions contained therein.

5. On determination of this agreement, under any of the circumstances described in clause 4 above, the Allotments shall be returned to the Council in no worse a condition than at the commencement of this Agreement.

6. Any notices required to be given to either party are to be given at the address at the head of the agreement or such other address as is notified in writing to the other party. Any notice required to be given by the Council to the Tenant may be given by sending by special recorded delivery or by the recorded signed for postal service a written notice from the Clerk to the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Secretary of the Allotments Association and sent by pre-paid post to the Clerk to the Council.

7. Should the council, using its discretion, fail to enforce or apply any of the clauses under this agreement, it shall not be construed that the council approves or agrees to any breach of the agreement as a whole or that it loses its right to enforce the terms of this agreement in full at any time during the tenure.

IN WITNESS whereof the Clerk to the Council and the Tenant have set their hand and seal to the original hereto and the counterpart hereof the day and year first before written.

Signed on behalf of
Meopham Parish Council

Signed on behalf of the Meopham and
District Allotment Association

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Date 2012

Date 9th February 2012

Witnessed by

Witnessed by

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.....2012

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Park Hill

A92577

