

Tenancy Agreement - Meopham Allotments

Rev. 13: 9th February 2025

An AGREEMENT made this.....between Meopham and District Allotment Association (The Landlord, hereinafter called 'The Association') by the hand of its Chairman c/o Mawson, 34 Beechwood Drive, Culverstone, Meopham DA13 0TX of the one part and

(hereinafter called 'The Tenant') of the other part whereby The Association lets and The Tenant takes as a yearly tenant from the 1st day of February each year at the Southdown Shaw Allotment Garden, plot number.....in the register of allotments maintained by The Association and containing 6 rods or thereabouts (subject to the exceptions, reservations, stipulations and conditions contained in the tenancy agreement under which The Committee leases the land from Meopham Parish Council, which is the Landlord Paramount) at the yearly rent of £35.00 for a plot or £20.00 for a half-plot, payable annually and at a proportionate rent of £20.00 for any part of the year commencing after the 1st August, over which the tenancy may extend. The tenancy is subject to the special conditions (if any) endorsed on this agreement and to the following stipulations.

1. The rent shall be paid by 23:59 on 31st January each year, in advance. Later payment will be subject to a £10 per plot supplement. Upon taking up the initial tenancy, The Tenant is required to pay a joining fee of £10.00. A gate key will be provided.
2. The Tenant shall use the land for said plot, within the meaning of that expression as defined in Section 22(1) of the Allotments Act 1922, only for growing vegetables, fruit crops or flowers for use by The Tenant and his/her family and not for commercial gain. The Tenant agrees to leave uncultivated a strip of land eighteen inches wide along each boundary adjoining another plot, to create a path three feet wide between each plot. All paths adjoining the plot shall be kept reasonably free from weeds and accumulation of rubbish, and The Tenant shall refrain from depositing weeds or rubbish on other parts of The Allotment Garden. A Tenant renting adjoining plots is required to maintain a 3ft path between each of their plots.
3. The Tenant shall keep the plot reasonably free from weeds and in a good state of cultivation. It is expected that 25% of the plot would be worked within three months of the commencement of the tenancy and 75% would be fully cultivated within a period of twelve months of commencement of the tenancy and subsequently the whole to be maintained each year. However, if The Tenant's circumstances change, The Association shall be informed in writing. If The Tenant does not respond, and take remedial action, within thirty (30) days to any correspondence from The Association regarding the upkeep or cultivation of the plot, the tenancy will either be terminated immediately or The Tenant will not be offered a renewal notice the following January. If a tenancy is terminated, The Tenant is required to remove all personal items from the allotment garden within 30 days of the termination notification.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other plot or obstruct any path set out by The Association for the use of the occupiers of The Allotment Garden and shall not take or permit to be taken any dog on the Allotment Garden unless such dog is kept on a lead or otherwise securely fastened and kept under control.
5. The Tenant shall not engage in theft of produce or equipment from other plots and shall not permit relatives or guests to engage in theft. If proven to the satisfaction of The Association, theft will result in the immediate termination of tenancy.
6. The Tenant agrees to take particular care to ensure that any child they may bring onto The Allotment Garden shall not trespass on the nearby railway or cause annoyance to other Tenants.

7. The Tenant shall not underlet, assign or part with possession of the plot or any part of it. If The Tenant wishes to discontinue cultivation, he or she must give notice in writing to The Association.
8. No trees shall be planted on The Allotment Garden without the prior written consent of the Association other than dwarf fruiting trees and/or fruiting bushes of a height not exceeding two metres. No other trees on The Allotment Garden 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 prior written consent of The Association.
9. Except in pursuance of their statutory right under Section 12 of the Allotments Act 1950, The Tenant shall not, without the written permission of The Association, erect any building (including greenhouses) or install any fixed lighting on the Allotment Garden. Any fencing or barriers erected shall not exceed a height of 1.2 metres.
10. Any member, officer or agent of The Association Committee shall be entitled at any time when directed by The Association to enter and inspect the plot.
11. Subject to the agreement of The Association, The Tenant shall on entry pay any agreed compensation to the outgoing tenant for crops and improvements.
12. The tenancy shall terminate on the 31st day of January each year, or upon the death of The Tenant. It may also be terminated by The Association by re-entry after one month's notice:
 - (a) If the rent is in arrears for not less than forty days
 - (b) If The Tenant is not duly observing any of the stipulations contained in the conditions of this agreement
 - (c) If The Tenant becomes bankrupt or compounds with his or her creditors
 - (d) If The Tenant ceases to be a resident of the Borough of Gravesham
 - (e) If The Tenant does not comply with a Health and Safety notice within 14 days of the notice being served.
13. Any notice required to be given by The Association to The Tenant may be served:
 - (a) In person
 - (b) or by personal or recorded delivery to their last known address
 - (c) or by fixing the notice in some conspicuous manner on The Allotment Garden.
 - (d) or by email to the last recorded email address.

Any notice required to be given by The Tenant to The Association shall be sufficiently given if delivered to the Association Chairman, c/o Mawson, 34 Beechwood Drive, Culverstone, Meopham DA13 0TX or communicated by email to secretary.mdaa@gmail.com.

14. Bonfires are not allowed between 1st May and 30th September inclusive.
 - (a) All bonfires must be fully extinguished before The Tenant leaves the site. Failure to do so may result in The Tenant receiving a verbal warning. If The Tenant ignores this warning, a written warning will be issued. If The Tenant persistently leaves bonfires in a dangerous condition, he or she may be issued with an eviction notice as detailed in clause 3.
 - (b) Plot holders must not bring any sort of waste material, including but not limited to rubble, hardcore, tyres and products made of recycled tyre materials to the Allotment Garden. For persistent offenders, verbal and written warnings may be issued as detailed in clause 3. Plot holders will be held responsible for or charged for any costs incurred in the removal of waste materials that they bring onsite.
15. Unattended hosepipes, defined as hosepipes or sprinklers that are not being hand-held while watering, are not allowed. The water supply will be turned off at the end of October and turned on again at the end of March. These dates can be altered or cancelled at the discretion of The Association.

16. The Tenant is responsible for ensuring that the entry gate is locked behind him/her when entering or leaving the site.
17. Health and Safety.
- (a) Use of Machines on Allotment Site:
Diggers, mini diggers, tractors, JCB's and similar machines are prohibited on any part of The Allotment Garden. Exceptions are vehicles entering the site for maintenance purposes or carrying bulk material to the plot, provided permission has been granted by The Association. Rotovators, tillers, cultivators and petrol mowers can be used, provided they are not hitched up to a tractor or similar machine.
 - (b) The Association is required to complete an annual Health and Safety Assessment and act upon its findings. The Tenant will comply with any direction given under Health and Safety immediately.
 - (c) Drivers must exercise caution and consideration when driving on the site, adhering to the speed limit indicated by signage and giving way to pedestrians.
18. Vehicles must not be left on any part of the site overnight.
19. One polytunnel is allowed on the plot with maximum dimensions: height 2m, length 6m and width 3m. Any polytunnel must be sited so that it does not shade any part of another Tenant's plot. Any polytunnel must be dismantled at the end of the growing season in October of each year and not re-erected until the following March. Any polytunnel shall be installed in accordance with the manufacturer's instructions and be securely anchored.
20. On any plot that has a pond, the plot boundary must be fully fenced to a height of 1.2 m with a padlocked gate.
21. Under the Allotments Act 1950, The Tenant can keep chickens on the plot. If the Tenant wishes to keep chickens, the Secretary should be advised in advance so that a separate Agreement can be signed.

AS WITNESS the hands of the parties hereto:

The Tenant _____

For and on behalf of Meopham and District Allotment Association _____

Change of postal address, email address or telephone number(s) and all other correspondence should be sent to The Secretary of Meopham & District Allotment Association c/o Mawson, 34 Beechwood Drive, Culverstone, Meopham, DA13 0TX, or communicated by email to secretary.mdaa@gmail.com.