**Tenancy Agreement Meopham Allotments**

Revised June 2019

An AGREEMENT made this……….…. between Meopham and District Allotment Association (The Landlord, herein after called ‘The Association’), 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 the1st day of February each year at the Southdown Shaw Allotment Garden, plot number ……….in the register of allotments provided 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 who is the Landlord Paramount) at the yearly rent of £35.00 or £20 for a half plot, payable annually and at a proportionate rent of £15.00 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 on the first day of February each year, in advance. 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 allotment garden, 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 plotholder and the Tenant’s 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 allotment garden. All paths adjoining the allotment garden shall be kept reasonably free from weeds and accumulation of rubbish and tenants shall refrain from depositing weeds or rubbish on other parts of the allotment site. Tenants renting adjoining allotment gardens are required to maintain a 3ft path between each allotment garden.

3. The Tenant shall keep the allotment garden clean and reasonably free from weeds and in good state of cultivation, fertility and in good condition. It is expected that 25% of the allotment garden should be worked within three months of the commencement of the tenancy and 75% be fully cultivated within the period of twelve months of commencement of tenancy and subsequently the whole allotment garden to be maintained each year. If however the tenants circumstances change (illness etc.) The Association is to 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/cultivation of the allotment garden, the tenancy will be terminated immediately, or, The Tenant will not be offered a renewal notice on next February, whichever is the sooner. If a tenancy is terminated, the Tenant is required to remove all personal items from the allotment garden within 14 days of the termination notification.

4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden 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 agrees to take particular care to ensure that any child they may bring onto their allotment garden shall not trespass on the nearby railway or cause annoyance to other plot holders.

6. The Tenant shall not underlet assign or part with the possession of the allotment garden or any part of it. If The Tenant wishes to discontinue cultivation, he or she must give notice in writing to The Association.

7.No trees shall be planted upon the allotment 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 timber or other trees upon the allotments shall be cut or pruned (apart from recognized 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.

8. 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 on the allotments shall not exceed a height of 1.2 metres.

9. Any member, officer or agent of The Association shall be entitled at any time when directed by The Association to enter and inspect the allotment garden.

10. Subject to the agreement of The Association, The Tenant shall on entry pay any agreed compensation to the outgoing tenant for crops and improvements.

11. The tenancy shall terminate on the yearly rent day (1st February), or upon the death of The Tenant. It may also be terminated by The Association by re-entry after one months’ notice: -

(a) If the rent is in arrears for not less than forty days or

(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 after 1st April in any year.

(e) If the Tenant does not comply with a Health and Safety notice immediately.

12. The Tenancy may be terminated by either the Association or the Tenant giving to the other 12 months’ notice in writing expiring on or before 6th February or on or after 29th July in any year.

13. Any notice required to be given by The Association to The Tenant may be served on The Tenant either:

(a) In person

(b) Or by fixing the notice in some conspicuous manner on the allotment garden.

(c) Or by email to the last known email address

Any notice required to be given by The Tenant to The Association shall be sufficiently given if communicated by email to **info@meopham-allotments.co.uk**

14. Bonfires are not allowed between the 1st May and the 30th September due to the close proximity of farmer’s crops.

(a). All bonfires must be fully extinguished before the plot holder exits the site. Failure to do so may result in the plotholder receiving a verbal warning. If the plot holder ignores this warning, a written warning will be issued. Plotholders who persistently leave bonfires in a dangerous condition may be issued with an eviction notice, forwarded to the plot holder’s email.

(b) Plot holders are not allowed to bring any sort of waste material to the allotment site. For persistent offenders, verbal and written warnings maybe issued as detailed in clause 14(a)

15. Unattended hosepipes including sprinklers 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 Committee.

16. The Tenant is responsible for keeping the entry gate locked at all times when at the Allotment Garden except 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 Southdown Shaw allotment land.  Exceptions are vehicles entering the site for maintenance purposes or carrying bulk material to plotholders area, provided permission has been granted by Meopham Parish Council or the Allotment Association Management Committee. Rotovators, tillers, cultivators and petrol mowers can be used, provided they are not hitched up to a tractor or similar machine.

(b)Plotholders with two adjoining plots must provide an access way through the middle to maintain the pathway. The use of a gate system is acceptable.

(c) 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.

18. No overnight parking is allowed under any circumstances.

19. Poly Tunnels

If you wish to have a poly tunnel on your plot, please note:

1. You must consult with the Committee as to the siting of the poly tunnel. It must not shade any of your neighbours’ plots. This point is covered in clause 4 of the tenancy agreement.
2. You can only have 1 poly tunnel per plot and it can be no bigger than 2m High x 6m Long x 3m Wide.
3. To qualify as a temporary structure which does not require planning permission poly tunnels on allotments have to be fully dismantlable. At the end of the main growing season which for us is 31 October when the water supply is turned off, all poly tunnels should be dismantled and not re-erected until the following Spring. As well as demonstrating clearly the poly tunnel is a temporary structure, it will prevent damage both to and by the poly tunnel from the high winds the site is prone to over the winter months
4. Because there is no natural irrigation from rain, poly tunnels can increase water consumption. If this appears to be significant we may seek authority for water surcharges for plots with poly tunnels at the following AGM. Your tenancy agreement prevents the use of sprinklers and unattended hoses and this would include any automatic irrigation for a poly tunnel connected to the site watering system. Consider the benefits of installing a water harvesting system for the poly tunnel.
5. One of the concerns raised by MPC is that poly tunnels will attract petty vandalism of the sort we have experienced in the past. We cannot make the site more secure. Our insurance does not cover damage or loss to any tools or property.
6. Any poly tunnel must be installed in accordance with the manufacturer’s instructions and be securely anchored. Poly tunnels will be included as part of the Health and Safety checks carried out during weed walks. If particular issues are identified, then the plot holder would be asked to resolve the problem or remove the poly tunnel.

20. Chickens

Under the 1950 Allotments Act plot holders can keep chickens on the site. If you wish to do so, please contact the Secretary before you purchase either chickens or the equipment needed to keep them in order to discuss and sign a separate agreement.

21. Ponds

To cover our responsibilities with our insurers if a plot is to have a pond the allotment needs to be fully fenced to a height of 1.2m with a padlocked gate that cannot be opened by a child.

New ponds must be discussed with the committee to ensure appropriate before construction.

AS WITNESS the hands of the party hereto:

Tenant signature

Tenant name

For and on behalf of Meopham and District Allotment Association

Association Officer signature

Association Officer name

Change of address, email address and all other correspondence should be communicated by email to info@meopham-allotments.co.uk

Our Data Protection and Privacy Policies can be found on our website - <https://www.meopham-allotments.co.uk/>