



Kings Hill Parish Council



Enhancing the lives of the Kings Hill Community

Kings Hill Community Centre, 70 Gibson Drive, Kings Hill, West Malling, Kent ME19 4LG
Phone: 01732-870382 Website: www.kingshillparish.gov.uk

THIS AGREEMENT is made

BETWEEN KINGS HILL PARISH COUNCIL of 70 Gibson Drive, Kings Hill, West Malling, Kent ME19 4LG (in this Agreement called 'the Council') of the one part

And tenant

Of ,

(In this Agreement called "the Tenant")

WHEREBY IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Tenant agrees to take all that piece of land situated at Kings Hill Allotments at Kings Hill Sports Park numbered **Plot KHXX** on the Council's allotment site and containing approximately 63.07 square metres ("the Allotment").

3. Tenancy and Rent

- 3.1. The Allotment shall be held on a yearly tenancy from 29th September each year at an annual rent of £33 subject to review as provided in Clause 3.2, 3.3 and 3.4. Payment is due within ONE MONTH of receipt of invoice which is payable to the Council by the Tenant each year ("the Rent Day"). If an allotment is taken mid-term a pro-rata payment will be due, in advance. New tenants will be required to pay a refundable deposit of £100 which will be refunded to the tenant, or their estate, on termination of the tenancy agreement unless:
 - a. When vacating the Allotment the outgoing tenant or their estate, fails to leave the plot in a clean and tidy condition and free from all extraneous material (such as metal, glass, concrete etc), if the plot is not so cleared then the £100 deposit will be retained by the Council.

- 3.2. The Council may, at its discretion, increase the rent payable by giving not less than 12 months' notice of increase to take effect the following year.
- 3.3. Water supply to the allotment will be monitored and a separate charge for water may be made by the Council at the next renewal date.
- 3.4. Where additional amenities are provided on the Allotment Site by the Council these will be taken into account when setting the following year's rent.

4. Rates and Taxes

- 4.1. The Council will pay all rates and taxes

5. Cultivation and Use

- 5.1. The Tenant shall use the allotment as an allotment only as defined by the Allotments Act 1922 and subsequent acts (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 5.2. The Tenant may not carry on any trade or business from the Allotment.
- 5.3. The Tenant shall have any overgrowth such as weeds/ grasses removed from the allotment as much as possible after one month of signing the Tenancy Agreement and thereafter. At least 25% of the entire allocated surface area of the Allotment under cultivation of crops after 3 months of signing the Tenancy Agreement (during the growing season June-October) and at least 60% of the entire allocated surface area of the Allotment under cultivation of crops after 12 months of signing the Tenancy Agreement. (During the growing season June-October).
- 5.4. The maximum amount of the Allotment Plot allowed to be hard landscaped e.g. patio, internal paths etc is 35%. Anything that is not cultivated is classed as hard landscaped.

6. Prohibition on Under letting

- 6.1. The Tenant shall not underlet, assign or part with possession of the Allotment or any part thereof without the written consent of the Council. This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for a period of time with the consent of the Council when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name. If a Tenant wishes to change allotment plots with another Tenant, this can only take place at the discretion of the Council and with their consent. There would be an administration charge of £25 per Tenant for an agreed change to take place. On death of a tenant, at the discretion of the Council and with their consent,

the allotment can be transferred to a spouse/ partner child or sibling, subject to them being a resident in the Parish of Kings Hill.

7. Conduct

- 7.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2. The tenant must comply with the Allotment Rules of use.
- 7.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 7.4. The Allotment may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.
- 7.5. The Tenant shall not enter onto any other allotment at any time without the express permission of the relevant plot holder.
- 7.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 7.7. The Tenant must not remove produce from any other allotment without the express permission of the relevant plot holder.

8. Lease Terms

- 8.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

9. Termination of Tenancy

- 9.1. The tenancy of the Allotment shall terminate:
 - 9.1.1. automatically on the next Rent Day after the death of the Tenant, or
 - 9.1.2. by either the Council or the Tenant giving to the other at least twelve months' notice in writing on or before 6 April or on or after 29 September in any year, or
 - 9.1.3. by re-entry by the Council after 3 months previous notice in writing to the Tenant on account of the Allotment being required:

- a. for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
- b. for any purpose (not being the use of the Allotment for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or

9.1.4 by re-entry if the rent is in arrears for not less than 40 days from the date of invoice, or

9.1.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy,
or

9.1.6 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or

9.1.7 by the Council giving the Tenant at least one months notice in writing if it appears to the Council that the Tenant is resident more than one mile out of the Parish.

10. Termination

10.1 In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the allotment in a clean and tidy condition.

11. Change of Address

11.1. The Tenant must immediately inform the Council of any change of address.

12. Notices

12.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or e-mailed with a read receipt.

12.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.

12.3. A notice sent 'Signed For' or 'Special Delivery' is to be treated as having been served on the third working day after posting whether it is received or not.

12.4. A notice emailed is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Allotment Rules Conditions of Use

13. Trees

- 13.1. Boundary trees or hedges should not be pruned without the agreement of the Council
- 13.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes on the allotment without the prior consent of the Council. Dwarf fruiting trees may only be planted in removable pots.
- 13.3. Fruit trees and bushes should be managed so that they remain at an appropriate size for the plot, and on no account should trailing branches etc be allowed to obstruct paths or go onto other plots.

14. Hedges and Paths

- 14.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his/her Allotment.
- 14.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site and fences should be to a maximum height of 30cm.
- 14.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 14.4. All paths must be kept a minimum of 45 centimetres wide.

15. Security

- 15.1. The Tenant shall be issued with a key to access the Allotment Site and will be required to give the Parish Council a £20 refundable deposit, which will be refunded to the tenant, or their estate, on termination of the tenancy agreement. The key is to be used by the Tenant only or by a person authorised by the Tenant to work on his/her Allotment under paragraph 6 of the Agreement. If the key to the Allotment Site is lost then a replacement key will cost £20.
- 15.2. The main access to the allotment site shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with a telephone number where they can obtain a key). Please ensure that the both the main access gate to the allotment site and the car park gate are locked at all times after you enter and after you leave the Allotment Site.

16. Inspection

- 16.1. An officer of the Council if so directed may enter the allotment site for regular site inspections of the state of cultivation and general condition of the plot, sheds, greenhouses, and any livestock and full access must be

given by the Tenant to the officer at a mutually agreed, mutually convenient time.

17. Water/Hoses /Fires

- 17.1. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 17.2. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No mains hoses are to be used at any time.
- 17.3. Fires are not permitted on the Allotment site. A communal incinerator only can be used for i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. Incinerators must be attended at all times and not cause a nuisance to neighbouring residents or other allotment holders. The incinerator must be fully extinguished at least 30 minutes before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.
- 17.4. The Tenant must supervise children at all times whilst extracting water from the water points.

18. Dogs

- 18.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment only. All faeces must be removed and disposed of off site by the Tenant.

19. Livestock

- 19.1. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment site save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 19.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

20. Buildings and Structures

- 20.1. The Tenant shall not without the written consent of the Council erect any building or structure such as sheds, greenhouses, cages, frames or raised beds etc on the Allotment plot.
- 20.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.

- 20.3. The Tenant shall keep all sheds, greenhouses, and other structures in good repair to the satisfaction of the Council. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, greenhouse or structure forthwith.
- 20.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in the machinery it is intended for such as – rotavators, strimmer’s etc.
- 20.5. The Council will not be held responsible for loss by accident, fire, theft or damage from the Allotment site.

21. General

- 21.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment site any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 21.2. The Tenant must cover any manure on the Allotment which has not been dug in.
- 21.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 21.4. Carpets or underlay are not permitted on the allotment site.
- 21.5. The Tenant is expected to actively cultivate the allotment plot, i.e. crops growing, preparation for crop growing or being rested as part of crop rotation. Keep the plots free of weeds and grasses before any seed heads form, and any area which has long standing weeds or grasses will be deemed as an area of non-cultivation.
- 21.6. In the event of a Tenant giving 12 months notice to quit the council reserves the right to enter the plot and prepare for the next plot holder.
- 21.7. The council will give 30 days’ notice in cases of termination. If the Tenant is unable to meet this requirement the Tenant will require written permission from the council to vary this clause.

22. Chemicals, Pests, Diseases and Vermin

- 22.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 22.2. When using any sprays or fertilisers the Tenant must
- 22.2.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur including not spraying in windy conditions, and

22.1.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

22.1.3 comply at all times with current regulations on the use of such sprays and fertiliser.

22.2 The use and storage of chemicals must be in compliance with all relevant legislation.

22.3 Any incidences of vermin (rats) on the Allotment Site must be reported to the Council.

23 Notices

23.1 The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

23.2 The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

23.3 When the Council erects any signs or fixtures and fittings Tenants are not permitted to remove these.

24 Car Parking

24.1 Only the Tenant or persons acting for them shall be permitted to bring cars onto the Allotment site for the purpose of loading and unloading only and not obstruct the haulage ways at any time.

Executed by the Council by

Signed by the Tenant

In the presence of

In the presence of

Date_____

Date_____