

THIS AGREEMENT is made the.....day of.....

BETWEEN The Allotment association

And of

Plot number

Site name

("the Tenant")

NOW 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. Where the Tenant is more than one person or a registered charity the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.
- 1.4. Words referring to single plots will be read as referring to sub-divided plots.

2. Allotment

- 2.1. The Association agrees to let and the Tenant agrees to take all that piece of land situate on the Allotment Site containing approximately 10 square Rods (also referred to as "the Allotment Garden").

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held ~~on a yearly tenancy~~ and renewed automatically on an annual basis from April each year, subject to all payments being made and satisfactory upkeep of the allotment garden. ~~As~~ The annual rent and fees, of which is payable to the Association by the Tenant are payable on the 1st of April each year ("the Rent Day"). All monies are non refundable.
- 3.2. One months notice of any rent and fee increase will be given by the Association to the Tenant in of the preceding year to take effect the following year.
- 3.3. Water supply shall not be included in the rental charge. See Schedule 1 condition 5.1
- 3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.
- 3.5. All tenants are required to be members of the Swanscombe and Greenhithe Allotment and Gardens Association. Cessation of Membership will automatically result in one months' notice of cessation of tenancy

- 3.6. All tenants are required to pay a percentage share of the public liability insurance, which will be included in the Association membership fee.

4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (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.~~
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is approx 20%.

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

6. Conduct

- 6.1. 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.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. 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.
- 6.4. The Allotment Garden 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 Garden.
- 6.5. The Tenant must comply at all times with the Constitution of the Association from time to time (a copy of the Constitution current at the time of signing this agreement is available upon request from a member of the committee.
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.

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6.7. 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.

6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder. **Reported and confirmed cases of trespass and theft will result in IMMEDIATE removal from and all use of the allotment site.**

7. Lease Terms

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

8. Termination of Tenancy

8.1. The tenancy of the Allotment Garden shall terminate

8.1.1. automatically on the Rent Day next after the death of the Tenant, **unless an immediate family member has chosen to continue the tenancy** or

8.1.2. on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

8.1.4. by the Association giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

8.1.5. by the Tenant giving the Association 28 days notice in writing, or

8.1.6. by re-entry if the rent is in arrears for not less than **30 days**, or

8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, **or on account of the Tenant becomes bankrupt or compounds with his creditors.**

8.1.8. **by re-entry for non-payment of rent or breach of any term or condition of the tenancy with one months notice.**

9. In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

10. Change of Address

10.1. The Tenant must immediately inform the Association of any change of address.

11. Notices

11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email **provided a read and or delivery receipt are received** or if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

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

11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or 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.

11.5. **Tenants will receive up to three notices in the instance of non-work to the allotment garden. In which the third notice will consist of the final eviction.**

11.6. **All notices will be sent no sooner than one month apart.**

SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees unless causing danger or obstruction, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Association, and they must be pruned to prevent nuisance or obstruction, and restrict growth.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden 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 Allotment Garden. The Tenant will be personally liable for any injuries, damages etc caused by poor maintenance.
- 2.2. The Tenant will take a fair share of maintenance of communal areas.
- 2.3. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.4. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.5. All paths must be kept a minimum of 60 centimetres wide.

3. Security

- 3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. The main access gate 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 keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

- 4.1. An officer of the Association if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

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- 5.1. The Tenant shall within 21 days of demand pay such reasonable sum as may be demanded of him for the cost of his water use.
- 5.2. The Tenant shall practice sensible water conservation, and consider mulching as a water conservation practice.
- 5.3. The Tenant shall have consideration at all times for other tenants when extracting water from water points.
- 5.4. Fires should be a last resort. Composting should be the preferred method wherever possible. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, ~~after the hours of 19.00 and dusk in winter~~. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished 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.

6. Dogs

- 6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it remains on the Tenant's Allotment Garden only and causes no nuisance to other tenants. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

- 7.1. Except with the prior written consent of the Association the Tenant shall not keep any animals or livestock on the Allotment Garden 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 Association may provide in writing.)
- 7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance. The Association will contact the RSPCA to undertake inspections of livestock if required.

8. Buildings and Structures

- 8.1. The Tenant shall not without the written consent of the Association erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Association. The Tenant may also require permission from the relevant planning authority.
- 8.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures wherever possible.
- 8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.
- 8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored on site even if in power tools.

- 8.5. The Association will not be held responsible for loss by accident, fire, theft or damage from the Allotment Gardens.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden 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.
- 9.2. All non-compostable waste shall be removed from the Allotment Site by the Tenant. If a Tenant fails to remove such waste the Association reserves the right to arrange for the plot to be cleared and charge the tenant accordingly.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must
- 10.2.1. 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, and
- 10.2.2. 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
- 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

11. Notices

- 11.1. The Tenant will display and maintain their plot number in good order and ensure it is visible at all times.
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Association.

12. Car Parking

- 12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.

13. Health and Safety

- 13.1 The tenant will be personally liable for any injuries, damages etc caused by their failure to maintain their plot in a safe manner. The exception to this will be where the plot has been accessed by a third party without permission.

14. Charity Tenants

- 14.1 All charities are required to comply in full with the tenancy agreement. In addition to this they are required to fulfil all obligations vested upon them by their charity including additional Health and Safety requirements, risk assessments, insurance etc.
- 14.2 They are responsible for the costs, installation and maintenance of any additional facilities added by them, including ramps, toilets etc. After the usual agreement of the Association for any building work. If they vacate the plot they may be required to return the plot to a standard plot.
- 14.3 They will be responsible for applying for their own grants and support, after prior consent with the Association.

15. Membership to the Association

- 15.1 All Tenants are required to become members of the association and will pay their yearly subscriptions due each April.
- 15.2 Tenants agree for their contact information to be shared with the Association and the Council for the required shared database of members.
- 15.3 Tenants will be contacted regarding news and updates from the Association, including the AGM meeting, held in May each year and any other meetings. Should they choose to decline any mailings they must contact the association secretary.
- 15.4 All Tenants are allowed to attend meetings of the association and become members of the committee should they wish.

Swanscombe and Greenhithe Allotment and Gardens Association

Plot Site & Number	
Name (printed):	
Address:	
Email:	
Telephone:	
Mobile:	
Signed:	

By signing this form, I agree to follow the rules and guidelines set out in the agreement and pay any annual fees due. I understand that failure to do so may result in my tenancy being terminated, without refund.

Please note that information will be kept by the association for record and shared with the council only for database purposes.

This form will also be for your membership to the association and will terminate automatically should you no longer take tenancy of the allotment.

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Proposed changes to plot holder agreements

Section	<p>We have reviewed our agreements to try to get them in line with current procedures and to generally tidy them up to help deal with some issues we have encountered and to clarify these to all plot holders.</p> <p>Our main aim it to make these ongoing agreements to make the admin easier and more cost effective, yet also setting in place clear conditions for the automatic renewal process.</p> <p>Additions are shown in red, deletions are stroked through and existing wording remains in black.</p>
3.1	<p>The additions and deletions to this section are to change the agreements to allow the agreements to become ongoing agreements and to put in place clear rules about conditions of the renewal process to make it clear of the requirements. Changing to ongoing agreements will save in admin costs including printing and postage costs. The no refunds section makes it clear of pre-existing and current policy.</p>
3.2	<p>Is to update about current procedures and define the different costs of both rent and association fees to tenants as two separate payments. This is for clarity to tenants.</p>
4.1	<p>Deletion of repetition wording. No change to overall meaning.</p>
6.8	<p>Has been changed as we have had reports of plot holders having food items taken from their plots and the change is to reflect that it is not acceptable and will not be tolerated. The mention of reported and confirmed, means that this must have been reported to the police and there must be proof of some description before we can take any action to prevent members being wrongly evicted. This should help to highlight our stance on the issue and prevent further thefts.</p>
8.1.1	<p>Has been changed as we believe that under council control this was the procedure in dealing with the death of a tenant. The association felt it to be fair to allow a partner, child or sibling of the deceased to be offered to take over the tenancy should they wish. This should clarify procedures for both association and tenants.</p>
8.1.6	<p>Has a reduction of 10 days in arrears as we felt this was too long. As we felt that as rent letters are sent out in February/March this gives one to two months' notice of the rent in advance, then tenants have up to one month after due date to pay, which we feel is ample time. This should help speed up change over of plots if it is not paid.</p>
8.1.7	<p>This section is just merging of two points which is listed together under previous agreements and as listed in the allotment act 1922 section 1e to aid in clarity and simplification and does not change the intent or meaning from previous wording</p>
8.1.8	<p>This is taken partially from the allotment act 1922 section 1e, which we felt needed to put in to clarify to tenants that the agreements should be followed and show that their tenancy could be terminated. We added the one months' notice which refers to the notices given in section 11 of the agreements for the final notice. This will hopefully help to ensure members are aware more of what is expected to ensure better use of the allotments.</p>
11.1	<p>We changed to help ensure clarity and safe guarding around using email more as a means of communication and to help ensure notices are received correctly. This should help ensure safe delivery of all official notices.</p>

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11.2	Simply adds clarity of new procedures along with above point.
11.5	Has been added to clarify for tenant's current procedures regarding how official notices are served, including eviction notices.
11.6	Helps clarify the frequency of how soon official notices are to be sent in line with current procedures.
Schedule 5.4	We wanted to change this section to help plot holders to clear their waste quicker especially in winter when plot holders find it difficult to burn excess plant waste, which there can be more during winter pruning, especially when clearing public walkways and communal areas within and along the boundaries of the allotment sites.

Martin Harding

From: Liz B <LizB@nsalg.org.uk>
Sent: 22 February 2018 16:42
To: Martin Harding
Subject: RE: Guidance on Proposed Changes to Allotment Association Agreement - NAS REF 00019/18

Dear Martin

Thank you for your email, I do apologise for the delay in responding.

I have looked through your changes and will make the following comments:

Clause 3.1 An Allotment tenancy is normally granted for a period of one year, so I would leave the yearly tenancy in and include thereafter from year to year, from April each year.

Clause 6.8 This process will require full investigation and a process in place.

8.1.6 The requirement under the legislation is 40 days, after which time it is possible, then as you have stated in 8.1.8 one months' notice

11.5 Do you have a policy in place to cover non cultivation? You are correct with the third notice being Notice to Quit (an eviction order would only take place where the tenant refuses to leave) this would have to go through the courts. Notice will then be given in line with 8.1.8 .

I do hope this information helps but if you require further assistance, please do not hesitate to contact me.

Kind regards

Liz Bunting
Legal and Operations Manager



The National
Allotment Society

National Society of Allotment and Leisure Gardeners Ltd

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Registered in 1930 NO: 11144R

From: Martin Harding [mailto:~~redacted~~]
Sent: 10 January 2018 15:24
To: Liz B <~~redacted~~>
Cc: Graham Blew <~~redacted~~>
Subject: Guidance on Proposed Changes to Allotment Association Agreement

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AEC 13/3/18

Annual Site Visit

4 January 2018 at 2.00pm

Present:

Linda Hall (LH) – Allotment Association (Chairman)

Councillor R J Lees (RJ) – Swanscombe & Greenhithe Town Council

Martin Harding (MH) – Swanscombe & Greenhithe Town Council (ATC)

Site name:	No of plots:	No of unworked* plots identified:	Comments or observations
Craylands Lane	8	2 (25% of all plots on site)	Query raised over tree clearance. MH confirmed that trees within allotment sites could be cut down with prior permission from Town Council. Any overhanging can be cut down as long as not to the detriment of the tree.
New Burial Ground	31	2 (7% of all plots on site)	LH confirmed that Association were assisting with larger plots and working with plot holder to ensure access ways kept clear.
Keary Road	41	10 (24% of all plots on site)	LH confirmed association working hard to re-let unworked plots
Lewis Road	2	0 (0% of all plots on site)	Nothing identified.

Across all 4 sites the total number of unworked plots is 14 out of 82 plots. This equates to 17% of all plots currently being unworked.

Association operating with a waiting list and no empty plots.

*The definition of unworked plots for the purpose of this report are any that appear to have not been touched during 2017-18, agreed by all parties.

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