RULES AND CONDITIONS OF TENANCY FOR ALLOTMENTS

General Provisions

A. Under the Small Holdings and Allotments Act 1908 the Council has a duty to provide allotments. An allotment means an allotment garden as defined by the Allotment Act 1922 or any parcel of land not more than five acres in extent, cultivated as a garden or a farm, or partly a garden or partly a farm. An allotment garden is defined as an allotment not exceeding forty poles in extent, which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by the tenant or his/her family.

B. In accordance with this duty the Council will consider applications for an allotment from residents in the Medway area. Under the Small Holdings and Allotment Act 1908 (and subject to this Act) the Council may make such rules as appear necessary or proper for regulating the letting of allotments, including but not limited to, rent, eligibility, notices, size and conditions. Accordingly, these Allotment Rules have been set up to provide applicants with details of the process and conditions for applying and maintaining an allotment.

C. Applicants for a tenancy of an allotment plot must be resident within the boundaries of Medway. Subject to the approval of the Council, a person may be a tenant of more than one allotment plot subject to a maximum permissible area of 300 square metres. The Allotment Officer will take a decision on applications for more than one plot based on local availability and waiting lists.

D. In these Rules, the expression:

(a) “Allotment Acts” includes, the Small Holdings and Allotment Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950.

(b) “Allotment Rules” means this document setting out the rules and conditions that will govern the letting of an allotment alongside the Allotment Tenancy Agreement.

(c) “Allotment Tenancy Agreement” means a contract between Medway Council and the tenant in relation to the letting of an allotment plot. A draft copy of the contract can be seen upon request.
(d) “the Council” means Medway Council and includes any committee of the Council or any officer appointed to manage allotments under the Allotments Acts 1908 and 1950.

(e) “Council’s Complaint’s Procedure” a copy of the current policy is available by contacting customer relations on (10634) 333333 or on Medway Council’s website:

(f) “Non-Cultivation Notice” means that in the opinion of the Council Allotment Officer or Council Authorised Representative conditions 1.1 to 1.4 in the Tenancy Conditions are not met.

E. An agreement to let an allotment plot must be signed on behalf of the Council by a Director of Medway Council or an authorised officer acting on their behalf.

F. Tenants details will be given to allotment site Representatives for promotion of allotments and local association activities. The rules under the Data Protection Act 1998 will be observed by Council Officers and their delegated Medway Allotments Federation recognised site Representatives. Any tenant who would like their details removed from data supplied to Representatives must do so in writing within 14 days of the issue of the Allotment Tenancy Agreement.

G. A co-tenant cannot be guaranteed the tenancy of an allotment plot should the main tenant vacate the plot. The co-tenant in any case will be placed back on the waiting list with the date of their original allotment plot application retained. A tenant vacating an allotment plot to enable them to transfer to another site will be given priority for a plot on their chosen site and their commencement of tenancy will also be taken into account.

H. If unsure of compliance with these rules, clarification should be obtained from the Council’s allotment Officer.

Tenancy Conditions

1. The tenant of an allotment plot must comply with the following conditions:
1.1 The tenant will use the allotment plot wholly or mainly for the production of vegetables or fruit crops for consumption by the tenant and his/her family and for no other purpose. Grass areas are permitted but may only form pathways, small seating or fruited areas. Grass to be maintained to a height less than 10cm throughout the growing season. An area no greater than 25% of the allotment plot may be used for leisure gardening purposes such as growing flowers, creating and maintaining a bio-diversity habitat. A small seating area may also be incorporated into this area for use by the tenant.

1.2 The plot must be kept clean, tidy and in a good state of cultivation and fertility, in good condition and clearly and legibly displaying the plot number stated on the Allotment Tenancy Agreement. For the purpose of the Allotment Tenancy Agreement, cultivation is defined as the plot being dug over ready for planting with seasonal crop production evident. A weed suppressant membrane or strimming is not considered a substitute for cultivation. A new tenant shall be expected to progressively clear one third of the plot within 3 months, with the entire plot being cultivated within one year from the commencement of the tenancy. Failure to comply with these conditions may result in termination of the tenancy through the issue of a Non-Cultivation Notice or Termination Letter.

1.3 The plot must be kept free from weeds as far as is reasonably practicable and the spread of weeds onto neighbouring plots avoided.

1.4 The use of hosepipes and sprinklers is permitted subject to the requirements of the statutory water provider. The tenant to be in attendance at all times during irrigation and all hosepipes will be disconnected following irrigation.

1.5 It is strictly prohibited to grow plants, which produce illegal substances or are otherwise proscribed.

1.6 No nuisance or annoyance may be caused to the occupier of any other plot or of any other property or land adjoining or near the allotment site.

1.7 Tenants may only enter the allotment site for the purpose of tending their own plot or local association business.
1.8 The tenant must not set bonfires to dispose of any waste unless prior consent of the Council has been obtained.

1.9 Carpet or carpet underlay is not to be used as a weed suppressant.

1.10 Children are to be encouraged on allotment sites but must be accompanied by an adult tenant. Children must not trespass on any other allotment plot or cause any nuisance and must keep to the main footpaths.

1.11 Dogs are permitted, but must be kept on a short leash at all times whilst on the allotment site and not allowed to foul anywhere on the allotment site.

1.12 A tenant may not assign, underlet or part with possession of the plot or any part of it without the written consent of the Council.

1.13 No livestock may be kept on the plot other than hens or rabbits for personal use (provided that there is no danger to health). Bee keeping is permitted subject to a licensing condition between the council and the tenant (provided that adjacent allotment holders do not object). Cockerels are not permitted due to noise nuisance (see clause 1.6).

1.14 Most vegetable waste on allotments can and should be composted. Compost heaps and manure dumps must be contained to avoid spillage. The allotment site perimeter fence is not to form any side of or be used as a support to any compost bin. Advice is available from the Council on methods of composting.

1.15 A tenant must not deposit or allow to be deposited on the allotment site any household or other rubbish or matter. Rubbish or unwanted materials accumulated on the allotment plot must be removed from the site after each visit. Fly-tippers will be prosecuted and their tenancy will be terminated.

1.16 All hedges and other plant material must be kept properly pruned and cutback so as not to encroach or obstruct paths or cause shading of adjoining plots or protrude through allotment fencing. Trees and fruit trees are to be maintained such that their height does not exceed 2.4 metres.
1.17 All paths and roadways set out by the Council for the use of tenants on allotment sites must be kept clear. The tenant will maintain any grassed area, footpath or roadway within 4 metres of their plot.

1.18 The council will set the fee for a council provided shed or container annually, to be paid by the tenant. When an allotment plot has an allocated Council shed or container, the tenant will hire the shed or container. Where a plot has been split, both tenants will pay half the annual charge for the shed.

1.19 Sheds (not larger than 1.8 metres x 1.2 metres) and greenhouses (not larger than 2.4 metres x 1.8 metres) will not be permitted without prior consent from the Council and must be located a minimum of 2 metres from the boundary fence. Any shed or greenhouse erected on an allotment plot must be removed on termination of the tenancy, or if not removed will be deemed to be donated to the next tenant on that plot. All other constructions or containers larger than this or poly tunnels will require written Council consent prior to erection.

1.20 No barbed wire or razor wire may be used within the allotment site.

1.21 No notices or signs may be placed in the allotment site other than information and requests regarding vacant plots and association notifications and publicity, which may be displayed on the Council and/or Association notice boards where available. In particular, the advertising of produce is not permitted.

1.22 The tenant shall within 14 days inform the Council of any change of their address.

1.23 Tenants must take all reasonable care when using sprays, fertilizers and chemicals to ensure hedges, trees and crops of other tenants are not affected. Tenants will at all times comply with current legislation and regulations as to the use and storage of any chemical or fertilizer.

1.24 Parking should be on designated areas only and no vehicles, trailers or any other equipment is to be left or stored on site.
1.25 Tenants are required to re-lock access gates on entering and leaving the site.

2. The following additional conditions apply to tenants of Chapel Lane allotments only:

2.1 No tenant can keep any livestock on the plot. Bee keeping is permitted subject to a licensing condition between the council and the tenant (provided that adjacent allotment holders do not object).

2.2 A concrete council supplied shed will be available one shed to be shared by two allotment tenants. The council will set the fee for shed rental annually, to be paid by every tenant. No personal sheds or Polly tunnels will be permitted on this site due to the open aspect. Cloches are permitted. No barbed wire or razor wire may be used within the allotment garden site. Individual plots are not to be fenced off, this includes any form of fencing material, wind break, netting or mesh.

2.3 The tenants on plots 1 to 6 inclusive will have the option on the sale of their property of transferring the tenancy of their allotment plot to the vendee of their property – rule 1.22 applies.

Payment of Rent

3. The allotment year is from 1 January – 31 December. The rent will be subject to annual review and payable in advance. The Council will invoice annually and where practicable in January. Notification of any rental increase will be after the Council’s annual budget setting process and any annual increase agreed by the Council to be applied the following year.

4. Rent is payable within 40 days of the date of the invoice following receipt of the invoice. Failure to pay rent within the forty days or more following receipt of invoice will result in the termination of the tenancy. There are no concessions for tenants as from January 1 2011.

5. The Council will have the power to disclose data about non-payment to Site Representatives or a Council approved Debt Collection Agency to assist with the process of income collection.
Power to Inspect Allotments

6. Any Member or Officer of the Council, or nominated Site Representative is entitled at any time to enter upon and inspect any allotment site.

Restriction on Admittance to Allotment Garden Site

7. The Council or Council Authorised Representative has the right to refuse admittance to the allotment site to any person, if that person, in the opinion of the Council, or Council Authorised Representative acts or behaves, or is likely to act or behave, in a manner likely to cause a nuisance or annoyance to any tenant of an allotment site.

Non-Cultivation Notices

8. The Allotment Officer or an authorised representative will undertake periodic inspections of individual allotment plots to ensure cultivation is compliant with the Allotment Rules and conditions and the Allotment Tenancy Agreement. Where a plot is found to be unsatisfactory a Non Cultivation Notice will be issued (see appendix A). The notice will describe the reason for the action and allow a period of four weeks to improve the allotment plot. An Authorised Officer of the Council will undertake a further inspection of the plot at the end of this four-week period and a further assessment made (see Appendix B). Should the condition of the plot fail to comply with the Non Cultivation Notice, the tenancy will be terminated with immediate effect. A confirmation letter will be sent to the tenant confirming the termination of the tenancy and the requirement to return the site keys (Appendix C). A tenancy may also be terminated if two Non Cultivation Notices are served in two consecutive years within the tenancy period. The tenant may appeal against any decision by writing to the Allotment Officer stating the reasons for the appeal and within 7 days of the date of the Notice. Alternatively the tenant may use the Council’s Complaints Procedure as detailed in paragraphs 13-24 below Responses to either Appeals or complaints will be in accordance with the Council’s Complaints Procedure.

Termination of Tenancy

9. Unless otherwise agreed in writing the tenancy of an allotment plot shall be for a year and thereafter from year to year, during the lifetime of the tenant, subject to payment of the rent and compliance with this Allotment Rules and the Allotment Tenancy
Agreement. On the death of the tenant, the tenancy will be offered to any member of the tenant’s immediate family who wishes to take over the allotment plot.

10. A tenancy may be terminated by a tenant with immediate effect, whereupon the keys to the allotment site must be returned immediately to the Council’s Allotment Officer or Site Representative. There will be no refund of any rent paid for the period after termination.

11. A tenancy may be terminated by the Council:

11.1 on one month’s written notice:
   (a) if the rent is in arrears for more than 40 days.

   (b) if following an inspection by an officer of the Council or nominated representative, which will be not less than three months after the commencement of the tenancy, the tenant has not observed the Allotment Rules and conditions and/or has not made reasonable progress in the cultivation of the plot (see rule 1.3).

   (c) if the tenant becomes resident more than one mile outside the boundaries of the Medway area.

   (d) if the plot is not cultivated to a satisfactory standard in accordance with the Allotment Rules and the Allotment Tenancy Agreement (see rule 8), or has received two Non-Cultivation Notices in two consecutive years during the tenancy period. The Council’s Authorised Officer will undertake all compliance inspections following the issue of a Non Cultivation Notice.

11.2 on three months written notice if the Council requires the land for building, mining, or any other industrial purpose or for roads and sewers necessary in connection of any of these purposes.

11.3 on three months written notice, where the Council requires the land for the purpose for which it was acquired by the Council or has been appropriated under any statutory provisions.
11.4 on the tenant becoming bankrupt or compounding with his creditors, or where the tenant is an association, on account of its liquidation.

11.5 The Council may terminate the tenancy by giving not less than 12 months written notice to quit expiring on or before 6 April or on or after 29 September in any year.

11.6 In respect of clause 11.2 and 11.3, the tenant shall, if possible, be offered an alternative allotment plot with a similar distance (or less) from his residence.

11.7 On the termination of a tenancy by the Council under paragraph 11.2, 11.3, and 11.5 the tenant may be entitled to compensation from the Council as set out in the Allotments Acts.

11.8 The Council may be entitled to compensation from the tenant in respect of any deterioration of an allotment plot caused by the failure of the tenant to maintain it in a clean and good state of cultivation and fertility. The amount payable will be the cost, at the date of the tenant quitting the plot, of making good the deterioration as provided in the Allotments Act 1950 and is payable within 14 days from when the tenant quits the plot or on the termination of his tenancy, whatever the cause.

**Service of Notice**

12. Any notice may be served on a tenant either personally, or by leaving it or sending it to their last known abode.

**Rules – Publication and Review**

13. Copies of the Allotment Rules will be issued at the commencement of all new tenancy agreements and where notice boards are provided displayed on site. They will also be available on the Council’s web pages. The Allotment Rules will be subject to review each third year from the date of adoption.
Complaints

14. If you have a complaint that cannot be resolved locally through your allotment society you should refer your complaint to the Council’s Allotment Officer who will respond to you in accordance with the Council’s Complaint Procedure Stage 1 shown in section 18 below. You may however complain direct to the Council if you prefer not to deal directly with the Allotment Officer.

15. An extract from the Council’s Customer Charter showing the Complaint Procedure is as follows. The full Charter can be downloaded from: http://www.medway.gov.uk/councilanddemocracy/complaints.aspx

Complaint Procedure

16. There may be times when you feel unhappy with the service you receive and wish to complain. If you make a complaint, we will investigate it thoroughly and promptly and let you know the outcome.

17. It will help us, if you can give us as much information as possible on your complaint. We would also like your contact details. If you give us your name, email, telephone and address details we can get in touch quickly to put things right. There are two stages to our complaints procedure.

Complaint Procedure - Stage One

18. This is where the people who are providing the service will answer your complaint together with our Customer Relations Team. We aim to resolve your complaint at this stage.

19. To contact us with a stage one complaint you can:

(a) Email us at: customer.relations@medway.gov.uk
(b) Phone us on: 01634 333333. This is our main number and offers a choice of options for accessing services. You can also contact us using text relay on 18001 01634 333333.
(c) Write to us at: Customer Relations, Medway Council, Gun Wharf, Dock Road, Chatham, Kent ME4 4TR.
(d) Visit us at one of our community hubs or contact points.
20. We will acknowledge your complaint within 3 working days. We will also look into it and provide you with a response within 10 working days either by phone, email or letter to explain what we have done to put things right. If we cannot get back to you straight away we will let you know the reason for the delay and give you a date when we will reply.

**Complaint Procedure - Stage Two**

21. Stage two gives you the opportunity to take your complaint further if you are not happy with our response at stage one.

22. Our Customer Relations Team will look into your complaint and will acknowledge your complaint within 3 working days.

23. We will look into what has happened so far and provide you with a response within 10 working days either by phone, email or letter to explain what we have done to put things right. If we cannot get back to you straight away we will let you know the reason for the delay and give you a date as to when we will provide you with a response.

24. To contact us with a stage two complaint you can:

   (a) Email us at: customer.relations@medway.gov.uk
   (b) Phone us on: 01634 332456 / text relay on 18001 01634 332456.
   (c) Write to us at: Customer Relations, Medway Council, Gun Wharf, Dock Road, Chatham, Kent ME4 4TR.
   (d) Visit us at one of our community hubs or contact points.

25. At any stage you can contact your local councillor (a full list of councilors can be found at www.medway.gov.uk) or use another person or organization to contact us on your behalf (such as your MP or a community group).

**If you are not satisfied**

26. We want to be able to sort out any concerns you have quickly and fairly. However, you may want to take things further if you are not satisfied with the way we handled your complaint or the response we have given to you.
27. You can contact the Local Government Ombudsman for advice or to make a complaint by.

   (a) Phone on: 0300 061 0614 or 0845 602 1883, from 8.30am to 5.00pm Monday to Friday (but not from 9.30am to 10.30am Tuesday to Friday), for advice or to make a complaint. Alternatively, you can text ‘call back’ to 0762 480 3014.
   (b) Fax on: 024 7682 0001.
   (c) Writing to: The Local Government Ombudsman, PO Box 4771, Coventry, CV4 0EH.
   (d) By visiting: www.lgo.org.uk
Appendix A

Please contact: Paul Schmoeger
Your ref:
Our ref: PS/allotments/cultivation
Date:

Name
Address

Medway Council
Greenspace & Heritage Services
Capstone Farm Country Park
Gillingham
Kent ME7 6JG
Telephone: 01634 338191
Facsimile: 01634 338192
Email: paul.schmoeger@medway.gov.uk

Dear

Allotment Site: ..................................................  Plot Number: ............... 

In accordance with the Rules and Conditions of Tenancy for Allotment Gardens, periodic inspections are made of all allotments.

An inspection was carried out on the above mentioned plot on DATE that is registered in your name and has been found as not being satisfactorily cultivated or kept free from weeds within the terms of the letting agreement. You are hereby given one months notice of the Council’s intention to re-enter upon the allotment site and to repossess the same unless conditions are met as described below.

Tenancy Conditions applicable:

Work required:

A further inspection will be made approximately four weeks from the date of this letter and should there not be a marked improvement in the cultivation of the plot (at least ...% of plot cultivated) your tenancy will be immediately terminated.

Allotment sharing is an option that you may want to consider and if this is of interest please call me on 01634 338191 for further details.

If you decide to terminate the tenancy, please complete and return the attached form to me as soon as possible.

Yours sincerely

Paul Schmoeger
Allotment Officer

This letter is available in larger print size if required. For details please contact Customer Services on (01634) 333333
### Tenancy Commencement Form

<table>
<thead>
<tr>
<th>Comments</th>
<th>Vacancy Notice Req</th>
<th>Notice Red</th>
<th>Notice Termination</th>
<th>Non Cult VT</th>
<th>Cultivation %</th>
<th>Weeded %</th>
<th>Plot Number</th>
</tr>
</thead>
</table>

---

**Tenant**

---

**Note:** Is crop production evident Y/N?

---

**Appendix B**

---
APPENDIX C

Please contact: Paul Schmoeger
Allotment Officer

Your ref:
Our ref: pa/allotments/termination.
Date:

Medway Council
Greenspace and Heritage Services
Capstone Farm Country Park
Capstone Road
Gillingham
Kent ME7 3JG
Telephone: 01634 338191
Facsimile: 01634 338192
Email: paul.schmoeger@medway.gov.uk

Dear ,

Termination of Allotment Tenancy

Allotment Site: ..........................................................  Plot Number ............

Further to my letter dated ................... I am writing to inform you that an inspection of the above mentioned plot that is registered in your name was carried out on ..................

Unfortunately no significant improvement was observed and as a consequence I must now confirm that your tenancy of the above plot has been terminated with effect from ..........................

Please return all keys to me at the above address. Failure to do so may result in the Council taking action to recover costs from you incurred in replacing keys.

Yours sincerely,

Paul Schmoeger
Allotment Officer

This letter is available in larger print size if required. For details please contact Customer Services on (01634) 333333