Please contact: 01634 333333

Your ref:

Our ref:

Date: January 2024

|  |  |
| --- | --- |
| «Tenant» «Address1» «Town» «County» «PostCode» | **Greenspace Service** Customer and Business Support  Gun Wharf Dock Road Chatham Kent ME4 4TR Telephone: 01634 333333 Email: alloments@medway.gov.uk  [www.medway.gov.uk](http://www.medway.gov.uk) |

# ALLOTMENT TENANCY AGREEMENT

**«SiteName» «PlotID»**

Dear «Tenant»

Please find enclosed documents relating to your allotment.

It is important that you read through the allotment rules and conditions before signing your agreement in the presence of a witness. Please sign and return one copy of the last page of the agreement. You can send this to us by either emailing [allotments@medway.gov.uk](mailto:allotments@medway.gov.uk) or by post to allotments, Gun Wharf, Dock Road, Chatham, ME4 4TR.

Should there be an issue in returning the last page to us, please contact us using the details above.

You should keep the rules and conditions for future reference. Updates are available online to [find and apply for an allotment](https://www.medway.gov.uk/info/200142/leisure_and_libraries/345/allotments/1):

Yours sincerely

Allotment Admin Team

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**MEDWAY COUNCIL**

**AN AGREEMENT made on 1St January 2024**

BETWEEN THE MEDWAY COUNCIL (hereinafter called “the council”) by Director of Regeneration, Culture, Environment and Transformation of the one part and «Name» of «Tenant\_Address1» «Tenant\_Town» «Tenant\_Post\_Code» (hereinafter called “the Tenant”) of the other part WHEREBY the council agrees to let and the Tenant agrees to hire the allotment garden number «PlotID» on the plan of the allotment site at «SiteName» provided by the council and containing «Area» square metres or thereabouts subject to any exceptions and reservations contained in any lease under which the council may hold the land.

This Agreement shall commence from the firstday of January in the year 2024 and shall run until 31st December of that year. Thereafter the agreement shall automatically renew for a period of twelve months on the 1st January unless terminated in accordance with this agreement.

The Tenant shall pay to the council the yearly rent as set out in Clause 4 of this agreement and a proportionate rent for any part year over which the tenancy may extend.

**RULES AND CONDITIONS OF TENANCY FOR ALLOTMENTS**

**1. General Provisions**

1.1 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 Acts 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.

1.2 In accordance with this duty the council will consider applications for an allotment from residents in the Medway area. Under the Allotment Acts 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, the Allotment Tenancy Agreement has been set up to provide applicants with details of the process and conditions for letting and maintaining an allotment.

1.3 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. An Authorised Officer will take a decision on applications for more than one plot based on local availability and waiting lists.

* 1. In this document, the expression:

1. “**Allotment Acts**” includes, the Small Holdings and Allotment Act 1908, Allotment Act 1922, Allotment Act 1925 and the Allotment Act 1950.
2. “**Allotment Tenancy Agreement**” means a contract between Medway Council and the tenant in relation to the letting of an allotment plot. A copy of the contract can be seen upon request. This document also contains the rules and provisions for the letting of an allotment plot.
3. “**Authorised Officer**” means any officer authorised by Medway Council to carry out allotment works in accordance with the Allotment Acts.
4. “**The** **council**” means Medway Council and includes any committee of the council or any person appointed to manage allotments under the Allotments Acts.
5. “**Council’s Complaint’s Procedure**” means Medway Council’s complaints procedure. A copy can be requested in accordance with the details in section 11.
6. “**Non-Cultivation Notice**” means that in the opinion of the council, the definition of cultivation, set out in section 2, has not been met.
7. **“Allotment Rules”** means this document setting out the rules and conditions that will govern the letting of an allotment alongside the Allotment Tenancy Agreement

1.5 An agreement to let an allotment plot must be signed on behalf of the council by the Director of Regeneration Culture, Environment and Transformation or an Authorised Officer acting on their behalf.

1.6 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.

1.7 If unsure of compliance with these rules, clarification should be obtained from an Authorised Officer.

**2. Definition of cultivation**

2.1 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.

2.2 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, failure to do so may result in a non-conformity notice being sent and continued failure may result in a tenancy termination. 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, strimming or use of herbicide is not considered a substitute for cultivation. A new tenant shall be expected to progressively clear one third of the plot within three months, with the entire plot being cultivated within one year from the commencement of the tenancy. Failure to cultivate your plot will result in you being served a Termination Letter or Non-Cultivation Notice. When a termination letter is issued the tenant will have 10 days in which to clear their possessions from the plot and shed.

2.3 The first formal plot inspections are to take place in mid-March of each year, whereby two-thirds of the plot is expected to be cultivated ready for planting out and further inspections bi-monthly thereafter.

**3. Tenancy Conditions**

3.1 The tenant of an allotment plot and their guest or visitor must comply with the following conditions. Tenants violating any allotment rules on 3 separate occasions within 1 year, will have their tenancy terminated.

3.2 The plot must be kept free from weeds as far as is reasonably practicable and the spread of weeds onto neighbouring plots avoided by removal of seed heads before the seed has set. Invasive weeds or plants will be prevented from spreading to adjacent plots via their root systems.

3.3 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, site reps are to monitor and enforce compliance and report to the Councils Allotment teams of any breaches.

3.4 It is strictly prohibited to grow plants which produce illegal substances or are otherwise prescribed. Plants that may cause anaphylactic shock will be clearly labelled.

3.5 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. Harassment may be on the basis of race, gender, religion, age, disability or sexual orientation. Any unwelcome physical, verbal or non-verbal conduct is not acceptable.

3.6 Tenants may only enter the allotment site for the purpose of tending their own plot or local association business.

3.7 Tenants committing theft of produce, plants, tools and equipment or other items from another tenants plot (witnessed by two or more persons) will have their tenancy terminated with immediate effect and if appropriate evicted from the allotment site. Their allotment keys will be confiscated.

3.8 The tenant must not set bonfires to dispose of any waste unless prior consent of the council has been obtained. Permission may be granted between October and March, tenants are encouraged to compost at all other times of the year. Only organic waste produced on the allotment sites is permitted to be burnt, no items can be brought from home to site to be burnt. Items that should not be burnt include :

* Tyres
* Plastic
* Carpet
* Pallets

All other waste can be disposed of at one of Medway waste recycling centres. [Book into one of our recycling centres](https://www.medway.gov.uk/info/200132/waste_and_recycling/1123/book_a_vehicle_into_a_household_waste_and_recycling_centre_hwrc).

3.9 Carpet or carpet underlay will not be used as a weed suppressant only propriety material is permitted, such as

* purpose bought weed suppressant which can be obtained at any garden centre or DIY store providing the cut end has been sealed to prevent fraying and possible harm to wildlife.
* Carboard
* Bark chipping
* Leaf mulch

3.10 Children are to be encouraged on allotment sites but must be accompanied by an adult tenant. Children must be fully supervised in the interests of their own safety and those of others. Children must not trespass on any other allotment plot or cause any nuisance and must keep to the main footpaths.

3.11 Dogs are permitted but must be always kept on a short leash whilst on the allotment site and not allowed to foul anywhere on the allotment site.

3.12 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. Co tenants must be registered with Medway Council and Medway Norse with their correct name / contact details for a minimum of 12 months before the entitlement to transfer the plot applies.

3.1 Medway Council shall only allow from January 2023 one plot per household throughout all Medway Allotment sites.

3.13 No livestock may be kept on the plot other than hens, bees, or rabbits for personal use, provided that there is no danger to health as animal welfare is a priority. Chicken coop space must be at least 2ft2 or 0.2m2 per hen and outside pen space must be at least 10ft2 or 1.0m2 per hen. Cockerels are not permitted due to noise nuisance. All livestock holders must register their hens with DEFRA and comply with any DEFRA directives. DEFRA registration number to be given to Medway Council.

3.14 Bee keeping is permitted subject to a licensing condition between the council and the tenant, provided that adjacent allotment holders do not object. A person keeping bees on an allotment must satisfy the allotment site management that they have made adequate arrangements to ensure that any problems caused by their bees in their absence will be resolved, for example a nominated person that can step in the beekeeper’s absence.

The allotment site management will be responsible for policing the conditions on which bees are permitted on allotments. Local Beekeeping Associations could be requested to appoint members to be available to offer advice if required but the members would not be responsible for any action by individuals or association members keeping bees on allotments.

The Council requires that a person wanting to keep bees on an allotment will be a member of the local Beekeeping Association. Membership of a Beekeeping Association provides members with third party public liability insurance through their affiliation to the British Beekeepers' Association (BBKA), minimum of £5m.

The BBKA also offers support and advice for beekeepers. Beekeepers must have a recognised qualification such as the BBKA Basic exam and be reasonably competent.

The hives must be registered and open to inspection by the Regional Bee Inspector. Public liability insurance must be maintained annually, and a copy supplied to Medway Council.

3.15 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. A gap of at least 1 metre is to be maintained at the boundary fence and allotment plot to allow for maintenance of the fence. This area must not be used for storage of materials, siting of sheds or greenhouses and including compost heaps as these items will provide a means of entry or egress for a potential vandal. Advice is available from the council on methods of composting.

3.16 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.

3.17 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. It is recommend not cutting hedges and trees between March and August as this is the main breeding season for nesting birds, although some birds may nest outside this period. See Wildlife and Countryside Act 1981 ref disturbing bird nests.  
Trees and fruit trees are to be maintained such that their height does not exceed 2.4 metres.

3.18 All paths and roadways set out by the council for the use of tenants on allotment sites must be kept clear including area around council provided sheds. The tenant will maintain any grassed area, footpath, or roadway within 4 metres of their plot.

3.19 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. Tenants are not permitted to swop sheds. Lost shed and gate keys will be paid for by the tenant. As from January 2024 vacant sheds will be fitted where applicable with the means of attaching a padlock all new tenants will supply their own padlock and keys. When the plot and shed are vacated if the plot holder has not removed the padlock and contents of the shed the padlock will be removed by Medway Norse in preparation of the next tenant.

3.20 The responsibility for maintaining and numbering council owned sheds lies with the council and/or Medway Norse.

3.21 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. The contents of any council shed and shed or greenhouse erected by the tenant 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. All privately owned structures and gardening items including shed, greenhouses and poly tunnels are placed at the owners own risk

3.22 No barbed wire, razor wire, asbestos sheeting, tyres or creosote materials may be used within the allotment site.

3.23 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.

3.24 The tenant shall within 14 days inform the council of any change of their address or other contact details.

3.25 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.

3.26 Parking should be on designated areas only and no vehicles, trailers or any other equipment is to be left or stored on site.

3.27 Tenants are required to re-lock access gates on entering and leaving the site.

3.28 The feeding of foxes on allotment sites is not permitted.

**3.29 The following additional conditions apply to tenants of Chapel Lane allotments only:**

3.30 No tenant can keep any livestock on the plot.

3.31 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.

3.32 Individual plots are not to be fenced off, this includes any form of fencing material, wind break, netting or mesh.

**4. Payment of Rent**

4.1 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. Any increase to rents will be published on the council’s website and will also be communicated at Medway Allotment Federation Meetings.

4.2 Rent is payable within 42 days of the date of the invoice following receipt of the invoice. Failure to pay rent within the 42 days or more following receipt of invoice will result in the termination of the tenancy.

4.3 There are no concessions for tenancies as from 1st January 2011.

4.4 The council will have the power to disclose data about non-payment to Authorised Officers or a council approved Debt Collection Agency to assist with the process of income collection.

**5. Power to Inspect Allotments**

5.1 Any Authorised Officer or nominated Site Representative is entitled at any time to enter upon and inspect any allotment site.

**6. Restriction on Admittance to Allotment Garden Site**

6.1 The Authorised Officer has the right to refuse admittance to the allotment site to any person, if that person, in the opinion of the Authorised Officer 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.

**7. Non-Cultivation Notices**

7.1 Authorised Officer’s or nominated Site Representative will undertake periodic inspections of individual allotment plots to ensure cultivation is compliant with section 2 of the Allotment Tenancy Agreement. Where a plot is found to be unsatisfactory a Non-Cultivation Notice will be issued.

7.2 The notice will describe the reason for the action and allow a period of four weeks to improve the allotment plot. An Authorised Officer will undertake a further inspection of the plot at the end of this four-week period and a further assessment made. 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, clearly labelled with plot holder name, plot number and site name to either their site rep or alternatively to Capstone Farm Country Park or Riverside Country Park whichever is most convenient A tenancy may also be terminated if two Non Cultivation Notices are served in two consecutive years within the tenancy period.

7.3 The tenant may appeal against any decision by writing to the Allotment Officer via Medway Council stating the reasons for the appeal and within 7 days of the date of the Notice.

7.4 If you are unhappy following an appeal on any decision, you are entitled to make a complaint about how the appeal process has been carried. Please note that the council can only consider how the appeal was conducted and cannot accept a complaint about the issuing of a notice or the reasons for appealing the notice. More information regarding the council’s complaints procedure can be found in paragraphs 11.1 and 11.2.

**8. Termination of Tenancy**

8.1 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 the Allotment Tenancy Agreement. Failure to comply with any of the allotment rules can result in an immediate termination of tenancy without a prior non-cultivation letter being issued. Tenants self-terminating will not receive a refund.

8.2 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.

8.3 A tenancy may be terminated by a tenant with immediate effect, whereupon the keys to the allotment site must be returned immediately to an Authorised Officer. There will be no refund of any rent paid for the period after termination.

8.4 A tenancy may be terminated by the council:

1. On one month’s written notice:

(i) if the rent is in arrears for more than 40 days.

(ii) if following an inspection by an Authorised Officer or nominated Site Representative, which will be not less than three months after the commencement of the tenancy, the tenant has not observed the Allotment Tenancy Agreement and conditions and/or has not made reasonable progress in the cultivation of the plot.

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

(iv) if the plot is not cultivated to a satisfactory standard in accordance with the Allotment Tenancy Agreement, 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.

1. 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.
2. 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.
3. On the tenant becoming bankrupt or compounding with his creditors, or where the tenant is an association, on account of its liquidation.

8.5 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.

8.6 In respect of clause 8.4 (b) and 8.4 (c), the tenant shall, if possible, be offered an alternative allotment plot with a similar distance (or less) from their residence.

8.7 On the termination of a tenancy by the council under paragraphs 8.4 and 8.5 the tenant may be entitled to compensation from the council as set out in the Allotments Acts.

8.8 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 Acts and is payable within 14 days from when the tenant quits the plot or on the termination of his tenancy, whatever the cause.

**9. Service of Notice**

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

**10. Publication and Review of rules**

10.1 Copies of the Allotment Tenancy Agreement including Allotment rules will be issued at the commencement of all new tenancy agreements, Allotment rules will be re issued with every subsequent invoice and where notice boards are provided displayed on site. Tenants will be notified of minor addendums or alterations to allotment rules in the letter sent out with the annual invoice.

10.2 Periodically we may re-issue the Allotment Tenancy Agreement to existing tenants if changes are made.

**11. Complaints**

11.1 A copy of the council’s complaints procedure is available by contacting the Customer Relations Team using the contact details below:

Telephone: 01634 333333

Email: [customer.relations@medway.gov.uk](mailto:customer.relations@medway.gov.uk)

Address: Customer Relations Team, Gun Wharf, Dock Road, Chatham, ME4 4TR

11.2 Alternatively, this information is also available on Medway Council’s website. [View our complaints, compliments or comments](https://www.medway.gov.uk/info/200138/your_council/470/complaints_compliments_or_comments/1):

«SiteName» «PlotID» **Customer Copy**

**12. Data Protection Act 2018**

12.1 The rules under the Data Protection Act 2018 will be observed by all Authorised Officers.

12.2 Please check the box below if you are happy to provide the following information:

□ I consent to my name, plot number and relevant contact details (contact number and email address) being provided to the relevant site representative in the event that a site representative needs to contact me regarding my allotment plot.

**13. Declaration**

13.1 With respect to the council, is the tenant one of the following? Please circle the relevant answer

(a) A member of council staff.

(b) Related to a member of council staff.

(c) An elected member of the council.

(d) Related to an elected member of the council.

(e) None of the above.

13.2 If you circled (b) or (d), please can you provide their full name and job title:

………………………………………………………………………………………………..

**14. Agreement**

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED for and on behalf the Assistant Director for Frontline Services.

MEDWAY COUNCIL

………………………………………………………………………………………………..

Authorised Signatory

SIGNED by the TENANT ………………………………………………………………..

In the presence of witness ………………………………………………………………..

«SiteName» «PlotID»

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MEDWAY COUNCIL

………………………………………………………………………………………………..

Authorised Signatory

SIGNED by the TENANT ………………………………………………………………..

In the presence of witness ………………………………………………………………..

«SiteName» «PlotID»