

EAST MALLING & LARKFIELD PARISH COUNCIL
ALLOTMENT AGREEMENT AND RULES

DATE:**1. PARTICULARS**

- | | | |
|-----|--------------------|---|
| 1.1 | the Committee | Allotments and Open Spaces Committee,
Church Farm, 198 New Hythe Lane, Larkfield,
Aylesford, Kent. ME20 6ST |
| 1.2 | the Tenant | |
| 1.3 | the Plot | Allotment Garden No/s.
at East Malling / Larkfield / Lunsford
having an area of 5 rods each or thereabouts. |
| 1.4 | the Council | East Malling and Larkfield Parish Council,
Church Farm, 198 New Hythe Lane, Larkfield
Aylesford, Kent. ME20 6ST |
| 1.5 | letting year | 1 st October to the following 30 th September inclusive |
| 1.6 | Enforcement Notice | any notice served, or on behalf of, the Council upon the
Tenant requiring the Tenant to put right within a specified
period any breach of his/her obligations under this
agreement |

2. BACKGROUND

- 2.1 By the Small Holdings and Allotments Act 1908, Section 29, the Council may appoint allotment representatives for land it holds as allotment land

3. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take on a yearly tenancy from 1st October at an initial yearly rent of £25.00 (from Oct '22) payable in advance. The rent will be reviewed annually. Any such amendments to be notified in writing to the Tenant by the Committee

4. **TENANT'S OBLIGATIONS** The tenant agrees with the Council as follows:

- (a) to pay the specified rent on demand
- (b) not to transfer the Plot or sub-let any part of the Plot
- (c) to permit any member or officer of the Council, or any person appointed by the Council, to enter upon the Plot at any time

- (d) to keep the Plot clean and free from all weeds
- (e) to keep the Plot in a good state of cultivation and fertility
- (f) to keep the Plot tidy and free from all rubbish other than garden refuse
- (g) not to fence the Plot
- (h) (I) not to erect on the Plot any building or shed without written consent of the Council
(ii) at all times to maintain any building or shed erected in accordance with the consent granted under h(I) above in a reasonable state of repair
- (i) to maintain pathways in good order and free from weeds and not to obstruct or encroach on these paths
- (j) to keep every hedge that forms part of the Plot properly cut and trimmed and to keep all ditches properly cleansed
- (k) (I) not to plant, or allow to grow, any trees above a height of two metres on the Plot
(ii) not to remove or prune any existing trees without the written consent of the Council
(iii) not to take away any top soil or any mineral gravel, sand or clay
- (l) not to allow dogs to foul the site and to keep such animals under control at all times
- (m) to allow children onto the Plot only under the supervision of a responsible adult
- (n) not to do anything which is likely to be a nuisance or annoyance to the occupiers of any adjoining or neighbouring property
- (o) not to tie up or turn out any animals on the Plot and not to keep any livestock (particularly pigs, hens, rabbits, bees) on the Plot
- (p) not to cultivate the Plot as a market garden or as a trade or business, without the written consent of the Council
- (q) (I) not to burn any material other than garden refuse on the Plot
(ii) to keep bonfires to a minimum
(iii) to exercise all due care and consideration when so doing, bearing in mind the proximity of housing, wind direction and other allotment holders.
(iv) **not to leave any bonfire unattended**
- (r) not to deposit or burn any material on any other plot or footpath or land belonging to the Council
- (s) not to do anything on or under the Plot which might divert or cause interruption of drainage to any underground spring or other water

- (t) not to use sprinklers on the Plot and not to leave hose-pipes unattended (hand held hoses only permissible)
- (u) to maintain a responsibility for the security of the site by keeping the gates locked and reporting any breaches of security of fences or gates to the Parish Council
- (v) **Insurance: the Tenant will insure his personal goods against loss, for which he will be solely responsible**

5. TERMINATION OF LETTING

5.1. The Tenancy shall be terminated:

- (a) on the death of the Tenant
- (b) on the termination of any lease tenancy or right of occupation of the Council
- (c) by the Landlord giving to the Tenant twelve months' notice in writing expiring on or before 29th September in any year, and by the Tenant giving to the Landlord notice in writing, expiring on 30th September, having been served not later than the preceding 1st August
- (d) by the Council giving the Tenant three months' notice expiring at any time if the Plot is required by the Council or any other person or body for building, mining or any other industrial purpose or for roads or sewers necessary in connection with those purpose
- (e) by the Council giving the Tenant three months' notice expiring at any time if the Plot is required by the Council for any purpose (not being the use of the Plot as agriculture) for which the Council has held the land or acquired or appropriated it and in an emergency without notice
- (f) by the Council giving the Tenant one months' notice expiring at any time if
 - (i) the rent is in arrears for more than 40 days
 - (ii) the Tenant fails to observe any of his/her obligations under the Tenancy
 - (iii) if an Enforcement Notice is not complied with

5.2 It shall be the responsibility of the Tenant within 14 days from the termination of the letting to remove all his/her goods from the Plot, failing which the Council shall be entitled to remove and dispose of any such goods and charge for at cost

6. The East Malling and Larkfield Parish Council shall

- (a) inspect, manage and superintend the allotment areas
- (b) do, or cause to be done, any act or thing for the improvement, upkeep, repair and maintenance of the allotment areas, including fences, trees, ditches, water supply pipes and apparatus, paths and structures in such manner as the Council thinks most beneficial and in so far as funds permit

7. **NOTICE**

Any Notice under this Agreement must be in writing

Any Notice to the Tenant may be handed to him/her personally or;

sent by first class post to the last known address
or affixed to a suitable post or shed on the allotment

Any Notice to the Council may be handed personally to the Clerk to the Parish Council or sent to him/her by first class post at the Office

Dated:

Signed by the Tenant
the said:

In the presence of:

Signed on behalf of the
East Malling and Larkfield
Parish Council
(an authorised officer):

In the presence of: