

# TONBRIDGE ALLOTMENTS & GARDENS ASSOCIATION

Amended October 2023

**A LICENCE AGREEMENT** made the ..... day of ..... 20

**Between** (1) Tonbridge Allotments and Gardens Association run by its elected Executive Committee (“The Association”) and (2)

**The Tenant/s** .....

**Address** .....

.....

**Email:** .....

**Telephone No:** .....

**WHEREBY IT IS AGREED** as follows:

## **1. Agreement to Let**

The Association agrees to let and the Tenant/s agrees to take on a yearly Licence to occupy from 1<sup>st</sup> October 20 ..... the Allotment Garden numbered ..... In the register of the Allotment Gardens kept by the Association at ..... Site and containing approximately .....Rods; Together with Shed number ..... (“the Allotment Garden”)

The yearly rental payment is .....

## **2. Rent Review**

It is agreed:-

**2.1** In this clause the following expressions have the following meanings:-

(a) “The Review Date” means the 1 October in any year.

(b) “The Rent” is the yearly rent set out in Clause 1 or the sum set out in any Review Notice. The level of the Rent shall be determined by the Association in discussion with Site Managers and then approved at the Annual General Meeting of the Association. Rent increases are also to be approved by the Tonbridge & Malling Borough Council which owns the freehold of the Allotment Gardens.

(c) "A Review Notice" means a Notice is served by the Association upon the Tenant/s setting out a new rent for the period specified and giving details of the date from which the new rent will be payable.

**2.2** The Association may serve a Review Notice at any time in any year giving at least six months' notice of its intention to increase the rent. It is the usual practice of the Association to start discussing rent before the AGM in any given year, with the intention of increasing the rent 12 months following that AGM. Provided that a minimum six months' notice is given, the Association may give as much notice of rent increases as it wishes.

**2.3** If the right to increase the rent is restrained or restricted by virtue of any Act of Parliament or a Byelaw passed by the Borough Council then the expression "The Review Date" in Clause 2.1 hereof shall mean the date upon which such restraint or restriction was removed or relaxed.

### **3. Tenant's Agreement**

The Tenant/s agrees with the Association:-

#### **3.1 Rent**

To pay the rent in advance and without deductions by 1 October in each year.

#### **3.2 Use of Land**

**3.2.1** To use the Allotment Garden only for the cultivation of herbs, flowers, fruit and vegetable crops for personal use and recreational gardening and for no other purpose.

**3.2.2** Whether the Tenant is on site or not, to keep the site safe for everyone including visitors and themselves and (without limitation) to take particular care when using strimmers, rotovators and other mechanical or powered equipment.

**3.2.3** To keep the Allotment Garden clean from weeds and well manured/fertilised and otherwise maintained in a good state of cultivation, fertility and condition and planted and maintained as appropriate for the seasons.

**3.2.4** Not to use the allotment as a place of residence and/or for overnight sleeping.

**3.2.5** Not to sell produce for profit.

**3.2.6** The allotment is rented to the tenant for the purpose of the cultivation of crops and the Tenant agrees not to use more than 25% of the total area for associated purposes e.g. sheds and compost containers.

**3.2.7** Not to erect a polytunnel or similar structure without the prior written consent of the Association, who reserve the right to refuse permission.

**3.2.8** To keep any pathway or cart-track included in or abutting onto the Allotment Garden (or in the case of any pathway or cart-track abutting onto the Allotment Garden and any other allotment garden/s the half-width of it) reasonably free from weeds.

**3.2.9** To keep the allotment clean and maintained and in a good state of cultivation and to ensure that a minimum of 75% of the plot is under cultivation and fertility at any one time. For the purposes of this clause "Cultivation" is accepted to mean that the plot is dug or rotovated, with produce being grown or ready for produce to be grown.

**3.2.10** To keep the whole plot, including any uncultivated and leisure areas, tidy, safe and free from invasive or flowering weeds and to be consideration of the Tenant's neighbours.

**3.2.11** Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden, the Association or any other person lawfully upon the allotment gardens or obstruct or encroach on any path or roadway set out by the Association for the use of the occupiers of the allotment gardens.

**3.2.12** Not to sublet assign or part with possession of the Allotment Garden or any part of it without the written consent of the Association.

**3.2.13** Not to take, sell or carry away any mineral, gravel, sand (earth) or clay nor without the written consent of the Association to cut or prune any timber or other trees.

**3.2.14** To keep every hedge that forms part of the Allotment Garden properly cut and trimmed to a reasonable height and all ditches properly cleansed. To maintain and keep in repair any fences and any gates on the Allotment Garden and to use his/her best endeavours to protect any other hedges, fences, gates or notice boards in the allotment site of which the Allotment Garden forms part.

**3.2.15** If applicable, to maintain the inner side of any perimeter hedge abutting the plot.

**3.2.16** Not to plant any trees other than fruit-bearing trees not exceeding 2.5m on a plot and to keep any such trees pruned appropriately and to only plant any permitted trees or vines away from the boundary of the plot.

**3.2.17** To maintain any shed on the Allotment Garden in good safe condition and not to erect any additional building without the written consent of the Association and if required, the Local Planning Authority.

**3.2.18** Not to use barbed wire, glass or any other material which in the opinion of the Association is unsafe on the Allotment Garden.

**3.2.19** Not to leave tools on the site overnight for security reasons and not to store fuels in the Tenant's shed (if any) on the allotment save for one small container of fuel not exceeding five litres in capacity and provided that such fuel is stored in a secure manner that does not permit access to it by third parties and does not cause a risk of harm or injury to others and further provided that such fuel is stored in accordance with all laws and regulations relating to the same in place in England from time to time.

**3.2.20** Not to use barbed or razor wire on the allotment and to ensure that the sharp edges of any material such as corrugated metal is covered.

**3.12.21** Not to bring any asbestos onto the allotment.

**3.12.22** To give due care and attention to weather conditions when spraying permitted weed suppressants to avoid drift on to other plots, paths or roadways and not to kill any grass on communal pathways.

**3.12.23** To dispose of any broken glass safely and immediately off site.

**3.12.24** When using hosepipes not to leave these trailing on communal paths in a manner that may cause a tripping hazard and not to leave hosepipes out after use.

**3.12.25** To ensure that any canes used to support plants adjacent to communal paths are capped in the interests of safety to others.

#### **4 Shared paths**

The Tenant agrees:

- a) that shared paths between two allotments are to be maintained by both Tenants, i.e. grass kept cut and are to be kept clear of obstruction and wide enough for easy pedestrian access;
- b) that weed killers must not be used on communal paths; and
- c) to ensure that the edges of the paths are cut so that it is clear where the path finishes and the plot begins.

#### **5. Site Gates**

The Tenant agrees to ensure that site gates are always locked on entry and departure to prevent access by unauthorised persons and that this applies even if the gate is found to be already unlocked and further agrees not to remove keys from an open padlock nor to apply oil to padlocks. Please report any malfunctioning padlock to the Site Manager.

#### **6. Parking**

Where parking is available, the Tenant agrees to park whilst on the site only taxed and insured road worthy vehicles in a designated parking area ensuring that free access to the site is available for others. The parking of vehicles is permitted on sites with car-parking space and roadways. Parking is at the owner's risk and vehicles are only to be parked in designated areas while the Tenant is working on site. Vehicles may not be left overnight.

#### **7. Restrictions on Cropping**

The Tenant agrees not without the written consent of the Association to plant any trees or fruit bushes or any crops which take more than twelve months to mature.

## **8. Depositing of Refuse**

The Tenant agrees not to deposit or allow other persons to deposit on the Allotment Garden or any part of the site any rubbish whether manufactured or natural any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required in cultivation or place any matter in the hedges, ditches or dykes in the allotment site of which the Allotment Gardens form part.

## **9. Bonfires**

Bonfires are prohibited on individual plots. No bonfires allowed from 1 April to 30 September inclusive except for contract and site improvement works for the Association. Not to have any bonfires in close proximity to nearby buildings. Not to burn any manufactured materials such as plastics and rubber. Bonfires, preferably using an incinerator and should be regarded as a last resort for disposing of waste generated on a plot. Bonfires must never be left unattended and should be extinguished before the plot holder leaves the site. Consideration of households neighbouring the site is essential, together with weather conditions.

## **10. Storage of Materials**

Only materials which support the use as an allotment may be stored on the Allotment Garden such as beanpoles, cloches, pots, netting, tools, seeds, composts etc. The Tenant will ensure that all such materials are safe, stored properly and do not cause a hazard or potential nuisance to other users. No illegal materials may be kept on the site. Any items stored on site will be at the Tenant's sole risk and the Association will not be liable for any loss or damage.

## **11. Use and storage of Chemicals, Pesticides and Flammable Materials**

The Tenant agrees to keep use of chemicals, pesticides and flammable materials to a minimum and ensure that reasonable precautions are taken to protect human and animal health and the environment. Any applications are to be confined to target areas seeking to minimise both the amount used and frequency of use. The Tenant will assess whether any chemical used is subject to specific controls (e.g. Control of Substances Hazardous to Health) and will follow the same. All materials must be stored in compliance with any legislation in a suitable cabinet or bin which is designed to retain spillage and resist fire. The Association may from time to time impose restrictions upon or a ban on further use of flammables, materials or chemicals on the site. Any materials stored on site will be at the Tenant's sole risk and the Association will not be liable for any loss or damage.

## **12. Dogs**

The Tenant agrees not to bring or cause to be brought into the site of which the Allotment Garden forms part any dog unless the dog is held on a leash.

## **13. Restriction on Keeping Animals**

The Tenant agrees not to keep any animals or livestock of any kind upon the Allotment Gardens including (without limitation) chickens, rabbits or bees.

#### **14. Prohibition of Notices etc**

The Tenant agrees not to erect any notices or advertisements on the Allotment Garden or to carry out any commercial activity there.

#### **15. Restrictions of Admittance to the Allotment Gardens**

The Tenant agrees that the Association shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment site unless accompanied by the Tenant or a member of his/her family.

#### **16. Communication**

**16.1** Tenants must inform the Association in writing of changes of address or status.

**16.2** Any allotment plot and any structure on it may be inspected by an authorised office of the Association at any time and Tenants must give whatever access if required with or without notice.

**16.3** Notices to be served by the Association on the Tenant will be sent to the Tenant's address on this Agreement (or as notified to the Association under these rules) by post, registered letter, recorded delivery, email or hand delivered: or

- a) Served on the Tenant personally.
- b) Placed on the plot.

Notices served will be treated as properly served even if not received.

**16.4** Notices to Clean and Cultivate a plot that is not in satisfactory cultivation, will be sent to the Tenant concerned. This notice will remain on record for 12 months and within that period, failure to maintain the plot to the required standard, will result in a Notice of Termination giving the Tenant 14 days to clear the allotment and return the key.

**16.5** Written communication to the Association should be sent to:

Tonbridge & Malling Allotments & Gardens Association  
76 Whitelake Road Tonbridge Kent TN10 3TJ  
Or email: [dixon.gail29@yahoo.com](mailto:dixon.gail29@yahoo.com)

#### **17. Yielding Up**

The Tenant agrees that the Tenant shall yield up the Allotment Garden at the termination of this Licence with vacant possession clean and clear of weeds, rubbish and materials and in compliance with this Agreement.

#### **18. Special Conditions**

The Tenant agrees that the Tenant shall observe and perform any other special condition which the Association considers necessary to preserve the Allotment Garden or the site in general from deterioration.

## **19 Structures**

**19.1** Tenants may erect a shed, greenhouse or polytunnel on their plot but must first obtain permission from the Association. Details will be required. Concrete bases must never be used. All structures must be adequately secured to the ground to prevent uplift in stormy conditions. Any structures erected on the allotment may not be made from hazardous materials (e.g. asbestos and corrugated sheeting with the exposed sharp edges).

**19.2** Any structure on the allotment must be temporary and maintained in safe order with a neat external appearance and condition. Permanent fencing is not allowed. Greenhouses and polytunnels should not be erected immediately adjacent to a communal path, roadway or boundary fence. The position of a greenhouse or polytunnel should be discussed with the Site Manager prior to erection. Any structures erected on the allotment will be at the Tenant's sole risk and the Association will not be liable for any damage caused to the same.

**19.3** Tenants must display their plot number clearly, visible for all to see.

**19.4** Relevant site information may be displayed on notice boards where provided. Notices displayed will be deemed as read. No other notices or advertisements are allowed on the site without the consent of the Association.

## **20. Water Usage**

The Tenant may use a handheld hose pipe with an inhibitor attached to water the Allotment Garden. The cost of water is included in the rent. A hosepipe may not be on any account left running when the garden is unattended (i.e. this means not leaving the hose pipe running if you are not holding the hose or you leave the allotment site). Where any water usage bans or restrictions are put in place whether nationally or locally then these must be complied with.

## **21. Annual General Meeting**

The Annual General Meeting (AGM) of the Association shall be held every year in November. The officers of the Association shall present a record of the previous year's events and a statement of the previous year's accounts. Notice of the AGM will be posted on each Association Allotment Site Notice Board sixty days in advance. Each Tenant shall be entitled to one vote. Agenda items and nominations for the Association officer positions must be lodged with the Secretary forty-five days before the AGM.

## **22. Allotment Site Manager**

Each Site shall be administered by an elected Site Manager and his/her assistants. The positions are elected annually. They will be responsible for the overall administration of the Association's individual sites.

## **23. Termination of Agreement**

This Agreement may be terminated by any one of the following ways:

- (i) By either party giving to the other 12 months' previous notice in writing.

- (ii) By re-entry by the Association at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment Garden being required:
  - (a) for any purpose (not being used for the same agriculture) for which it has been appropriated under any statutory provision or:
  - (b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.
- (iii) If the rent, or any part of it, is in arrears for more than 30 days whether legally demanded or not.
- iv) If it appears to the Association that the Tenant has breached the terms and conditions contained in this Agreement including the obligation not to gather excess rubbish and materials such as tyres, building materials etc. Provided that where any breach complained of relates to conditions or rules affecting the cultivation of the Allotment Garden at least 3 months must have elapsed since the commencement of the agreement to give the Tenant time to put matters in order.
- v) Immediately if it appears to the Association that the Tenant has committed any of the following:
  - (a) Gross Misconduct
  - (b) Trespass on a plot not their own
  - (c) Physical violence
  - (d) Bullying, harassment or racist behaviour
  - (e) Deliberate damage of property
  - (f) Selling produce for profit or gain
  - (g) Serious infringement of health and safety issues
  - (h) Lewd or offensive behaviour

In the case of gross misconduct, the Tenant may be escorted from the site and may be expected to relinquish their key immediately and only allowed access to clear their possessions under supervision.

Upon termination of this Agreement, where the Tenant has not left the Allotment Garden clean and clear of rubbish, reasonably weed free and cultivated and in line with the terms and conditions the Association may clear and put right the same and the Tenant will be charged the full cost of doing so.

Tenants may not have the opportunity to renew their Licence in September when accounts are sent out, if the required and agreed standards are not met.

## **24. Appeal Procedure**



When the Association has terminated this Agreement, the Tenant has 14 days from the date of termination to notify the Association that they wish to appeal the decision. This must be done in writing by the person named on this Agreement, by recorded delivery letter.

The appeal must state the name of the person lodging the appeal, the plot in question and the reasons they believe the termination of this Agreement was incorrect. Any corroborating evidence such as statement or photos must be presented at the same time.

On receiving the appeal, the Association must within 7 days assign a member of the Committee to review the appeal. That person must not be the Site Manager or anybody having direct association with the site. Within 10 days of the reviewer being appointed, they must produce adjudication in writing, stating whether the termination should be upheld or cancelled. Their reasons for the decision should be clearly stated. The judgment should solely be based on whether the Tenant has met or failed to meet the terms of this Agreement, and whether the prescribed produces for termination have been followed.

The judgment will be kept on record and a copy sent to the Tenant by recorded delivery. If the Judgment is upheld the Tenant will have 14 days to vacate their plot from the date of the adjudication.

Subject to clause 26 this decision will be final and cannot be further appealed.

## **25. The Association's Responsibilities**

**25.1** To appoint at least one representative and/or Site Manager for each site where possible. Contact details of the reps to be displayed on notice boards and usually the website.

**25.2** To maintain a database of all Tenants, waiting lists, letting of plots, invoicing, rent collect, terminations and enforcement of rules. To ensure Data Protection of all plot holders' details.

**25.3** To undertake repairs to site perimeter fences, gates and water infrastructure, maintenance of roadways, vacant plot management, hedges, tree management **All subject to budget.**

**25.4** The Association is **not** liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment. Tenants are advised not to store any items of value on their plot and to insure any items kept there. Tenants are required to mark each tool kept on the allotment with the Tenant's individually assigned colour code and the Tenant's postcode. Incidents of theft and vandalism should be reported to the police on 101 and to the Site Manager.

## **26. Disputes Between Occupiers**

The parties agree that in the case of dispute between the Tenant and any other occupier of an allotment garden or with any site manager or the Association itself, the disagreement shall be referred to the Association. Where the Tenant continues to dispute the finding of the Association then the matter shall be referred to the Head of Street Scene and Leisure at Tonbridge and Malling Borough Council ("**TMBC**") or to such other officer at TMBC as the Head of Street Scene and Leisure may nominate from time to time for a final determination

of the issue provided that the Tenant lodges an appeal to TMBC within one month of the determination of the dispute by the Association. If the Tenant fails to lodge an appeal to TMBC within such timeframe, then the decision of the Association will be the final determination of the issue.

**SIGNED**

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**TENANT**

**Date** .....

.....

**ASSOCIATION**

**Date** .....