

HYTHE TOWN COUNCIL

ALLOTMENT TENANCY AGREEMENT

EATON LANDS MEADOW ALLOTMENT SITE*

THIS SITE IS DEEMED TO LIE IN AN ENVIRONMENTALLY SENSITIVE AREA

AN AGREEMENT made on the **DATE** BETWEEN the Town Council of Hythe acting by The Town Clerk of the said Town Council (hereinafter called "the Council") of the one part and **NAME, XXXXXXXXXXXX, Hythe CT21 XXX** (hereinafter called "the Tenant") by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as tenant from year to year the Allotment Garden of the approximately area of **c XXX sq m (5 perches)** being part of the Allotments provided by the Council at Eaton Lands Premier Site and numbered **MX** in the Council's Allotment Register.
2. The annual rent shall be £0.52p per square meter (reviewed annually) and shall be paid on or before the **30th June** in each year in respect of the **year ending on the following 31st March**.
3. The Tenancy may be terminated by either party to this agreement serving on the other not less than twelve months notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
4. The tenant shall reside within the parishes of Hythe or Saltwood during the continuance of the tenancy. Other Tenancies shall be at the Town Clerk's discretion **but residents from Hythe shall be given priority in accordance with the Town Council's approved policy**.
5. The tenant shall during the tenancy carry out the following obligations:
 - (a). The Allotment Garden shall be kept in a clean, decent and good condition and properly cultivated; and shall not dispose of any waste from his ground by dumping it on any part of the land comprising the allotments, e.g. grass verges or under hedges, etc.
 - (b). No nuisance or annoyance shall be caused by the tenant to any other tenant of any other part of the Allotments provided by the Council.
 - (c). No livestock or poultry of any kind shall be kept upon the Allotment Garden other than reasonable numbers of hens or rabbits for the tenant's own domestic consumption.
 - (d). No dog shall be brought into or kept in the area of the Allotments by the tenant or by anyone acting with his authority or approval.
 - (e). The tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden.
 - (f). The tenant shall not erect any building or other structure on the Allotment Garden nor fence the Garden without first obtaining the written consent of the Council. The consent of the Council shall not relieve the Tenant of any obligation to obtain any other consents required by law. The following Conditions apply to the construction of sheds.
 - i) The shed must be of a proprietary wooden/green plastic type and not home made. **The design to be approved by the Town Clerk.**
 - ii) The size of shed must not exceed 6ft x 4ft.
 - iii) Greenhouses/Polytunnels must not exceed 8ft x 10ft.
 - (g). The tenant shall maintain in decent order all fences and ditches bordering the Allotment Garden and shall keep trim and keep in decent order all hedges forming any boundary of the Allotment Garden. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the allotment gardens.
 - (h). The tenant shall not without first obtaining written consent of the Council cut, lop or fell any tree growing on the Allotment Garden.
 - (i). The tenant shall cultivate the Allotment Garden for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself and his family.
 - (j). The tenant shall permit the inspection at all reasonable times of the Allotment Garden by any officer of the Council.
 - (k). The tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotment Gardens.
 - (l). The Tenant shall as regards the allotment garden observe and perform all conditions and covenants contained in the lease (if any) under which the Council hold the land.

- (m). The Tenant shall not without the written consent of the Council plant in the allotment any fruit trees or bushes other than raspberry, current and gooseberry or dwarf fruit trees.
- (n). The Tenant shall not alter, or permit anyone to alter the water supply system provided by the Town Council on the allotments and the Tenant shall not connect, or permit to be connected, a hose pipe or irrigation system to the water supply, or tap into the water supply in any manner whatsoever. No electric pumps or syphoning of water from the mains supply and its troughs is permitted.
- (o). The tenant shall remove any sycamore saplings from their plot and not allow any tree planted on their plot to grow beyond a size that may be easily pruned or lopped from ground level. Otherwise the tree should be felled.
6. The Council shall pay all rates, taxes, due or other assessments which may at any time be levied or charged upon the Allotment Garden.
7. If the tenant shall have been in breach of any of the forgoing provisions of this agreement for a period of one month or longer the Council may re-enter upon the Allotment Garden and the tenancy shall thereupon come to an end but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid. Appeal against this action can be made, the procedure for which is laid out in Part 11 of this Tenancy Agreement.
8. On the termination of this tenancy the tenant shall be entitled to receive such compensation as is provided for by the Allotments Acts 1908 to 1950 but if the tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment Garden the tenant shall before claiming compensation from the Council give to it notice in writing of the matters in respect which any such compensation has been paid or promised.
9. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council and any notice to be given to the tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the head of this Agreement.
10. (i) The tenancy of the allotment garden shall unless otherwise agreed in writing terminate on the yearly rent day next after the death of the tenant and shall also terminate whenever the tenancy or right or occupation of the Council terminates.
- (ii) **It may also be terminated by the Council by re-entry after one month's notice:-**
- a) **If the rent is in arrear for not less than 40 days or**
- b) **If the Tenant is not duly observing any rules affecting the allotment garden or any other term or condition of his tenancy or**
- (iii) **The tenancy may also be terminated by the Council or the Tenant by twelve months' notice in writing expiring on the 31st March in any year or by the Council by re-entry, after three months' previous notice in writing on account of the land being required for any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision for building mining or any other industrial purpose or for the roads or sewers necessary in connection with any of those purposes.**
11. **APPEALS PROCEDURE – TERMS OF REFERENCE**
- i. **The Appeals Committee to hold plenary powers for the determination of appeals.**
- ii. **Each appeal to be heard either orally or in writing at the option of the appellant.**
- iii. **Any future enforcement letters to contain an addendum that any appeal to be registered must be delivered to the Town Clerk in writing, by recorded delivery or in person, within twenty eight days.**
- iv. **The non-voting representative to attend appeals hearings.**
- v. **The hearings to be undertaken in accordance with the provisions of Town Council's Allotment Tenancy Agreements and any subsequent Council resolutions.**
- vi. **The decision of the Appeals Panel to be notified to the appellant in writing.**
12. **The tenancy is subject to the Allotments Acts, 1908 to 1950 insofar as they are not inconsistent with the terms of any Trust Deed under which the tenancy may be held.**

Signed

Town Clerk

Signed

Tenant