SEVENOAKS TOWN COUNCIL

BRADBOURNE VALE ROAD ALLOTMENTS

TENANCY AGREEMENT

including

RULES & CONDITIONS



October 2021

**TENANCY AGREEMENT**

Plot number(s):

Number of square metres:

AN AGREEMENT made this ………………………………..…. [date] between TOWN COUNCIL OF SEVENOAKS (hereinafter called ‘the Council’) acting by Linda Larter its Town Clerk of one part and

**Tenant(s)**

**PLEASE PRINT CLEARLY IN CAPITAL LETTERS**

Name(s) ………………………………..………………………………………………….…………………

Address .…………………………………………………….……………………………………………….

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

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

Telephone ……………………………………………..……………..……………………………………...

Email ………………………………………………………………………………………………………..

Signed by the Tenant ………………………………………………………………………………………..

(hereinafter called ‘the Tenant’) of the other part WHEREBY the said Council agrees to let and the said Tenant agrees to hire the land more fully described in the schedule hereto for the cultivation as an allotment garden from the day of ……………………………….………… upon the terms and conditions following.

IN WITNESS thereof the said LINDA LARTER and [print name of Tenant]

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

have hereunto set their hands the day and year above written.

Signed by the said LINDA LARTER………………………………………………………………………..

**LARGE PRINT COPIES OF THIS DOCUMENT ARE AVAILABLE ON REQUEST**

**General Data Protection Regulation (GDPR) and contact from Sevenoaks Town Council**

In May 2018, the General Data Protection Regulation (GDPR) became law.

In order for the Town Council to provide you with information we would appreciate it if you could complete this consent form.

By ticking the relevant boxes, you understand that you are consenting to the Town Council keeping the contact details you provide below for the purposes of informing you about our services.

**Please indicate your areas of interest about which you would wish to hear from us:**

Allotments

Cemetery

Community Halls Hire

Community Meetings

Community Events

Friends of Bat & Ball Station

Markets

Neighbourhood Development Plan

Sevenoaks in Bloom

Sevenoaks Town Partnership

Receiving Town Crier (Quarterly Newsletter)

Sports Facilities / Hire

Vintage Bus

Youth Services including House in the Basement Youth Café, Sevenoaks Youth Council, and Youth Events.

Please remove me from all Sevenoaks Town Council databases

I agree that I have read and understood Sevenoaks Town Council’s Privacy Notice (see page 4). I agree by signing above that the Council may process my personal information for providing information and corresponding with me.

I agree that Sevenoaks Town Council can keep my contact information data for an undisclosed time or until I request its removal.

I have the right to request modification on the information that you keep on record.

I have the right to withdraw my consent and request that my details are removed from Sevenoaks Town Council’s database.

**Privacy Notice**

**When you contact us**

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will be not shared or provided to any other third party.

**The Councils Right to Process Information**

General Data Protection Regulations Article 6 (1) (a) (b) and (e)

Processing is with consent of the data subject or

Processing is necessary for compliance with a legal obligation or

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

**Information Security**

Sevenoaks Town Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.

We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of your data held by Sevenoaks Town Council at any time).

**Children**

We will not process any data relating to a child (under 13) without the express parental/ guardian consent of the child concerned.

**Access to Information**

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer: (Name of Controller and contact details)

**Information Correction**

If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: The Town Clerk at the address on this document or via townclerk@sevenoakstown.gov.uk to request this.

**Information Deletion**

If you wish Sevenoaks Town Council to delete the information about you please contact: The Town Clerk at the address on this document or via townclerk@sevenoakstown.gov.uk to request this.

**Right to Object**

If you believe that your data is not being processed for the purpose it has been collected for, you may object: Please contact (The Town Clerk at the address on this document or via townclerk@sevenoakstown.gov.uk to request this.

**Rights Related to Automated Decision Making and Profiling**

Sevenoaks Town Council does not use any form of automated decision making or the profiling of individual personal data.

**Conclusion**: In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policies to keep it up to date in protecting your data. (You can request a copy of our policies at any time).

**Complaints**

If you have a complaint regarding the way your personal data has been processed you may make a complaint to the Data Information Officer: The Town Clerk at the address on this document or via townclerk@sevenoakstown.gov.uk to request this and or the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113.

# **Application**

* 1. These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented plots.
	2. Where plot tenancies are rented to a group, they are collectively subject to additional rules issued by the authorised officer.

# **Terms and Interpretation**

* 1. In these rules the words used are to have the following meaning:

|  |  |
| --- | --- |
| Allotment | A plot of land that is let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.  |
| The Council / STC | Sevenoaks Town Council |
| Site | Any area of allotments grouped together at one location. |
| Rent | The annual rent payable for the tenancy of an allotment. |
| Review Notice | Any notice of reviewed rental charges.  |
| Tenant | A person who holds an agreement for the tenancy of an allotment. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons. |
| Tenancy Agreement | A legally binding written document which records the terms and conditions of letting, a particular allotment or allotments, to an individual Tenant or group. |
| Haulage Way | A common route within the site for vehicular and pedestrian access to allotments. |
| Headland | The area of land between an allotment plot and any haulage way or perimeter fence. |
| Authorised Officer | An officer of the Council.  |
| Other authorised person | The Tenant, co-worker or invited guest. |
| Cultivation | Keeping the plot in good productive order by the maintenance and improvement of the soil, the control and prevention of flowering weeds, the upkeep of grass paths, and the planting and maintenance of lawns, ornamental plants and herb, flower, fruit and vegetable crops. |
| Paths | Dividing paths between plots. |
| Co-worker | A registered person sharing the cultivation of a plot with a Tenant |

# **Assignment, Sub-letting and Co-working**

* 1. The tenancy of an allotment is personal to the paid-up member named in the agreement. A key to the gate is issued to the Tenants only and must not be passed to a third party. Keys must be returned to the Council with 28 days of the end of the tenancy or the deposit will be forfeit.
	2. The Tenant may not assign, sub-let or part with possession or control of all or any part of their allotment.
	3. Existing Tenants may share cultivation with another party by registering a named person as a Co-worker. Co-workers must sign a Co-worker Agreement Form which has to be countersigned by the Tenant and returned to the Council. All other Rules and Conditions set out in the Tenancy Agreement apply to Co-workers.

Co-workers will have the authority to tend the plot on their own. Co-workers will also have the right to be in a possession of a site gate key. Co-workers are obliged to abide by the Rules and Conditions. Any breaches of the Rules and Conditions will result in a review of the tenancy. The Tenant therefore is responsible for the Co-worker's actions at all times, and both will have to vacate the plot if the tenancy is terminated.

Co-workers or Tenants may end the Co-worker Agreement at any time but only the Tenant can relinquish the plot. STC must be informed in writing in either case. Should the Tenant decide to relinquish the plot, preferential consideration will be given to the named Co-worker(s) having first refusal of taking over the tenancy, but only if (s)he has been a recognised Co-worker for at least two years. It is the responsibility of the Tenant to inform the Council if it is proposed that the tenancy of the plot is transferred to a named Co-worker but any proposal to transfer the tenancy to a Co-worker must be agreed by the Council.

# **Cultivation and Use**

* 1. Personal Use

Tenants must use their plot and any structures on it for their own personal use and must not carry out any business there nor sell produce from it (unless for the benefit of charity.) Tenants may not use their allotment as a place of residence nor sleep there overnight.

* + 1. Play equipment (such as swings and slides) is not permitted on any allotment plot and no further play equipment may be installed on a plot where equipment already exists. All play equipment must be removed by a departing Tenant.
	1. Permitted Use

The allotment is rented to the Tenant for the purpose of recreational gardening and/or the cultivation of herb, flower, fruit and vegetable crops.

Part of the area may be used for associated purposes e.g. greenhouses, compost heaps and a patio. The maximum area for hard landscaping (e.g. a patio, internal paving, walls, ponds) is 20% of the plot area and must be approved by the Council. No sheds are allowed on the plots. (See also Section 10.)

* 1. Storage of Materials on a Plot

Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. Where possible they should be housed in the Tenant’s shed.

Other materials regarded by the Council as unacceptable should be removed and the Tenant will be requested to do this. Failure to do so may result in the materials being removed by the Council, the Tenant charged with the cost, and Notice to Quit given.

* 1. Cultivation

Plots must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe, and free from weeds and noxious plants which can flower and set seed.

* 1. Hedges

Tenants are responsible for maintaining hedges on or abutting their plot, keeping them to a maximum height of 2.0m (6’6”,) and ensuring that they do not encroach on to paths, roadways or adjoining plots. The sides shall be trimmed at least once per year. (Where hedges abut a perimeter boundary, road or vehicular haulage way, the Council is responsible for maintaining the external side.)

* 1. Trees

Tenants must not, without consent of an authorised officer, cut or prune trees outside of their own plot, nor plant any trees which will exceed a height of 2.0 metres (6’6”), nor allow self-seeded trees to grow on their plot (especially any that are growing through a perimeter fence).

* 1. Weed Control

It is the Tenant’s responsibility to keep the plot free of weeds that cause a nuisance to adjoining Tenants. Where on inspection or as the result of complaints, a plot with such weeds is identified, the Tenant will be sent a Notice to Clean letter. A further inspection will be carried out 28 days later, and if there has been no significant improvement, a Notice to Quit will be sent. See 15.

* 1. Observance of Rules

Tenants must observe and comply with current rules, regulations and policies, and those which the Council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules may lead to termination of tenancies.

* 1. Authorised Officer Instructions

Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to a plot.

* 1. Children

Any children that accompany the Tenant or any persons accompanying the Tenant or any persons visiting the plot on behalf of a Tenant may not at any time enter onto another plot without the express permission of that Tenant.

Families are encouraged to bring their children on to the site, but parents/guardians must accept that they are fully responsible for the safety and actions of their children on their own plot and the site as a whole.

# **Rent**

* 1. The Tenant must pay the invoiced rent within 28 days of the due date.
	2. The rent year runs from 1 October to 30 September. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount. The Council retains the right not to renew a tenancy on a plot or part of a plot if the Tenant has not complied with any part of the Agreement, having given the Tenant written notice.
	3. A Tenant may voluntarily relinquish the plot at any time, or have the tenancy terminated for breach of the tenancy agreement but no rent refund will be payable.
	4. A departing Tenant shall remove any personal items or derelict structures from the plot before the end of the tenancy or within 14 days if receiving a Notice to Quit. The Council will dispose of any such material not removed by the Tenant, who may be charged the full cost of the disposal. The Council reserves the right to retain the key deposit to cover all or part of the cost of disposal.
	5. Rents may be increased at any time provided the Council takes reasonable steps to give at least twelve months’ notice, by way of signs on notice boards and gates, or by the use of newsletters, etc. Failure to give individual notice to a Tenant will not invalidate that Tenant’s rent increase.
	6. Where additional amenities are provided on the allotment site these will be taken into account when setting the following year’s rent.

# **Water, Bonfires and Other Restrictions**

* 1. Water

The water supply shall be included in the rental charge.

The use of sprinklers and hose pipes to water a plot directly is prohibited. Tenants are permitted to use a hosepipe to fill a tank, water butt or similar etc. on their plot but due consideration must be given to fair use of the tap when there are other Tenants wishing to use the water supply. The water supply may be turned off at any time, without notice, at the discretion of the Council.

* 1. Bonfires

Bonfires are a last resort for disposing of waste generated on a plot. Bonfires are permitted for the burning of dry or diseased plants, perennial weeds, stalks and prunings. Ensure the fire is completely extinguished before leaving the plot: bonfires must never be left unattended.

Bonfires are not permitted at any time for manufactured materials such as plastics and rubber. These give off toxic fumes when burned and should be disposed of only at the local civic amenity site.

Tenants should always take into consideration local householders before lighting a bonfire. Smoke from a bonfire could result in action under the Environment Protection Act of 1990 and Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

The Council reserves the right to prohibit bonfires on a specific plot or group of plots.

* 1. Rubbish and Recycling

Rubbish from external sources may not be brought on to the site. Infringement may result in termination of a tenancy and/or prosecution.

Non-diseased vegetative matter should be composted or shredded and used on the Tenant’s allotment. Diseased plants and perennial weeds can be burned at appropriate times.

All non-compostable waste shall be removed from the allotment site by the Tenant.

* 1. Removal of Crops, Soil and Similar Materials

Tenants may not remove crops from vacant plots or any mineral, sand, gravel, earth, turf or clay from the site without written permission from the Council.

* 1. Nuisance

No-one may threaten others on the site, including Council employees, or discriminate against, harass, bully or victimise them on any grounds whatsoever. Tenants will respect other Tenants’ space, equipment and crops.

Anti-social behaviour will not be tolerated and if witnessed and proved, the Tenant will be issued with a Notice to Quit. The Tenant will then have 28 days to appeal against this ruling or face eviction in accordance with 15.1.2.2.

* 1. Duty of Care

Tenants, even when not present on the site, have a duty of care to everyone, including visitors, trespassers and themselves.

Particular care should be taken when using strimmers, rotovators and other mechanical and/or powered equipment.

Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and use of chemicals, fuels and hazardous materials. Asbestos is prohibited on the site: if you discover it, please inform an authorised officer of its location.

Car parking is permitted only in approved areas. Paths and haulage ways must not be obstructed.

Tenants may not use or allow the use of barbed or razor wire on their plots. Plots must not be fenced with any material with sharp edges, e.g. corrugated sheeting.

* 1. Illegal, Immoral or Anti-social Activity

The site or any structures thereon may not be used for any illegal, immoral or anti-social purpose.

* 1. Site Security

All Tenants and authorised persons must lock the site gates after entry and departure to prevent access by unauthorised persons or animals, even if the gate is found unlocked.

* 1. Carpets

No carpets will be permitted on a plot for the purposes of suppressing weeds, but weed-suppressant membrane is allowed.

* 1. Speed and weight limits

Vehicular speed restrictions of 5 miles per hour apply throughout the site. Access for vehicles over 5 tonnes will need the permission of the Council.

* 1. Chemical, Pests, Diseases and Vermin

Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation. Home-made pest control products are not permitted.

Pest control products which require certification for use are not permitted, except by the Council or another registered contractor who may be hired by the Council.

When using any sprays or fertilisers the Tenant must:

take all responsible care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

comply at all times with current regulations on the use of such sprays and fertiliser.

The use and storage of chemicals must be in compliance with all the relevant legislation.

Any incidence of vermin (rats) on the allotment site must be reported to the Council.

# **Dogs, Animals & Bees**

* 1. Dogs must not be brought on to the site unless they are kept on a lead or otherwise restrained at all times. They must not be allowed to foul the site.
	2. Animals or livestock (except bees) may be kept on the site subject to written consent from Sevenoaks Town Council.

# **Unauthorised Persons**

* 1. Only Tenants, or persons authorised or accompanied by a Tenant are allowed on the site. Contractors may not enter the site for any commercial reason without prior written permission from the Council.
	2. The authorised officer or other authorised persons may order anyone on the site in breach of these rules to leave immediately.

# **Paths and Headlands**

* 1. Paths within allotments must be kept free from flowering weeds, and rank growth must not exceed 150mm (6”) in height.
	2. Shared paths between two plots must be maintained and kept cut and clipped by the adjoining Tenants. Paths must be kept clear of obstructions at all times, their surfaces kept even, and no narrower than 600mm (2’).
	3. All paths should be wide enough for easy pedestrian access.
	4. Tenants must ensure that all haulage ways allow free access for car users. Vehicular access to the sites is a privilege, not a right, and parking can be restricted if abused.
	5. Motor vehicles may not be parked overnight or deposited on the site, nor maintained nor repaired there except in an emergency.

# **Structures (sheds, greenhouses, polytunnels, compost heaps and fences)**

* 1. Greenhouses, sheds and polytunnels are permitted but their erection must be approved by the Council prior to installation. Concrete bases must never be used.
		1. Gutters, downpipes and a water butt must be fitted to the greenhouse, shed or polytunnel for the collection of rainwater.
		2. Home-made sheds are not permitted, and a shed must be made of material suitable for an allotment site.
		3. A departing Tenant must either remove the structure before leaving or forfeit the structure to the next Tenant. The structure must be left in a suitable condition so that it can be re-used by the next Tenant.
	2. Any structure on the plot must be temporary and maintained in safe order with a neat external appearance and condition. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council’s satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed or repaired, the Council may remove it and charge the Tenant the full cost of removal and disposal.
	3. No structure erected on the allotment shall be made from hazardous materials (e.g. asbestos or corrugated sheeting with exposed sharp edges) and its colour shall be in keeping with the natural environment.
	4. All structures must be adequately secured to the ground.
	5. All structures (including compost heaps) must be kept within the boundary of the plot and must not be constructed over underground utilities (e.g. water supply pipes). Ask an authorised officer if in doubt of their location.
	6. The Council will not be held responsible for loss by accident, fire, theft or damage from the allotment site.

# **Plot Numbers, Notices and Advertisements**

* 1. The Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed except with written consent of the authorised officer. Notices displayed will be deemed as read.
	2. Tenants must show their plot number on a post, and keep it clean and legible, to be visible from the haulage way.
	3. If the Council agrees to a plot being subdivided the Council and the Tenant are responsible for marking the boundary line(s) with a minimum of two posts or by some other safe and visible method, avoiding water supply pipes.

# **Change of Address and Notices**

* 1. Tenants must immediately inform the Council, in writing, of changes of address or status.
	2. Notices to be served by the Council on the Tenant may be either be
		1. sent to the Tenant’s address in the Tenancy Agreement (or as notified to the Council under these rules) by post, e-mail, registered letter, recorded delivery or hand delivery; or
		2. served on the Tenant personally; or
		3. placed on the plot.
	3. Notices served under paragraph 12.2 will be treated as properly served even if not received.
	4. Written information for the Council should be sent to: The Chief Executive/Town Clerk, Sevenoaks Town Council, Town Council Offices, Bradbourne Vale Road, Sevenoaks, Kent TN13 3QG or by e-mail to osl@sevenoakstown.gov.uk

# **Inspection**

* 1. Any plot and any structure on it may be inspected by an authorised officer of the Council or the police at any time and Tenants must give whatever access is required with or without notice.

# **Enforcement of a Tenancy**

If this tenancy is breached the 42 Day Notice to Quit Enforcement Process is started.

‘Enforcement Notice 1’ is sent to the Tenant by post. This initial enquiry requires the Tenant to contact STC within 14 days to state their intention to continue with the plot.

STC will inspect the plot after the initial 14 days to ensure that the breach is remedied. If the Tenant does not respond either by remedying the breach or by contacting STC within 14 days to discuss any extenuating circumstances, STC will send through the post an ‘Enforcement Notice 2 – Notice to Clean’ giving the Tenant a further 14 days to remedy the breach or discuss extenuating circumstances.

STC will inspect the plot again after 14 days and if the Tenant does not respond either by remedying the breach or contacting STC to discuss extenuating circumstances, STC will issue an ‘Enforcement Notice 3 – Notice to Quit’ which gives the Tenant 14 days to leave their plot, remove personal items (tools, greenhouse etc. unless otherwise agreed by STC) and crops, empty their shed (if applicable) and return their key for the refund of their deposit.

After 14 days STC will send a ‘Notice to Quit’ letter through the post by Royal Mail’s ‘Track & Trace’ Service informing them that the tenancy has ceased with immediate effect.

The 42 Day Notice to Quit Enforcement Process can be stopped at any time providing the breach of tenancy is remedied.

# **Termination of a Tenancy**

* 1. The Council may terminate plot tenancies in any of the following ways:
		1. At any time after three calendar months’ written notice by the Council that the allotment is required for a purpose other than agriculture for which it has been appropriated under any statutory provisions, or for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult Tenants and arrange relocation and appropriate compensation.
		2. By giving one month’s written notice to quit if:
			1. the rent is in arrears for 40 days or more (whether formally demanded or not); or
			2. the Tenant is in breach of any of these rules or of their Tenancy Agreement.
			3. the Tenant has not responded to STC or remedied their breach of tenancy during the 42 Day Notice to Quit Enforcement Process.
		3. If the Tenant dies, the Council automatically has a right of re-entry and to re-let the plot. First refusal will be offered to a close relative, partner or close friend of the Tenant.
		4. See the Co-worker clause 3.3 for possible exemption.
	2. The Tenant may relinquish the plot voluntarily (see 5.3)
1. **The Council's Contact Details**

Any issues or problems relating to the site may be clarified by writing to the address below:

The Town Clerk
Sevenoaks Town Council
Town Council Offices
Bradbourne Vale Road
Sevenoaks, Kent TN13 3QG

e-mail: allotments@sevenoakstown.gov.uk