

AN AGREEMENT made this .....Day of .....Two thousand and Nineteen

Between Meopham Parish Council of The Windmill, Meopham Green DA13 0QA (hereinafter called "the Council") of the one part and Meopham & District Allotment Association of 2 Walnut Tree Way, Meopham Kent DA13 0EH (hereinafter called "the Tenant") of the other part.

This Agreement is subject to the Allotments Acts 1908 – 1950; to any Regulations endorsed to or on this Agreement; and to the following Conditions:

#### WHEREBY

1. The Council agrees to let and the Tenant agrees to take for a term of seven years, commencing on 1<sup>st</sup> April 2019, all that parcel of land containing 7.5 acres or thereabouts and more particularly delineated on the plan annexed hereto and thereon shown outlined in grey and identified as "Allotment Area = 32,160sq m, situate at Southdown Shaw (hereinafter called "the Allotments"), at a yearly rental of £385.00 payable annually by the 30<sup>th</sup> June and without deduction otherwise than allowed by statute. Rent will be subject to a review every two years on the anniversary of this agreement and any increase will not be more than the rate of inflation current at the time.

2. The Tenant agrees with the Council, as follows:-

- a) The Tenant shall cause the land to be used for Allotment Gardens, within the meaning of that expression as defined in section 22 (1) of the Allotments Act, 1922, only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the plot holder and his (her)family) and not for commercial gain.
- b) The Allotments shall be kept reasonably free from weeds and well fertilised and otherwise maintained in a proper state of cultivation and in good condition, and any pathway or vehicle access included therein or abutting thereon shall be kept reasonably free from weeds. Plots that remain unoccupied will be kept in reasonable order by members of the Association.
- c) No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted in any path or roadway set out by the Council for the use of the occupiers of the Allotments.
- d) No buildings (including greenhouses) shall be erected, no fixed lighting shall be installed and no trees shall be planted upon the Allotments without the consent of the Council (other than dwarf fruiting trees and/or fruiting bushes of a height not exceeding two metres). An exception to this is the siting of a portable toilet on the site, as per the terms of reference attached in appendix A.
- e) No timber or other trees upon the Allotments shall be cut or pruned (apart from recognised pruning practices of fruit trees as above) and no mineral gravel sand earth or clay shall be taken or carried away without the consent of the Council.
- f) Any fencing or barriers erected on the allotments shall not exceed a height of 1.2 metres.

- g) The Council shall be responsible for maintenance of the boundary fences, hedges and gates and of land not in use as allotment as defined on the plan. All other maintenance shall be responsibility of the Tenant.
  - h) The Tenant shall be responsible for the complete day to day running of the Allotments, including payment of water charges, maintenance of water supply equipment and security of the site including provision of locks and keys of the allotment gate entrance into the main car park as shown on the plan.
  - i) The area defined on the plan as allotments shall comprise no more than 170 plots, excluding areas set aside for car parking.
  - j) The Tenant shall maintain Public Liability and any other necessary insurance, shall provide a copy of the current policy and premium receipt to the Council, shall carry out any necessary risk assessments and health and safety surveys as appropriate and shall be and remain a member of a recognised representative body such as the National Society of Allotment and Leisure Gardeners.
  - k) The Tenant shall let individual plots to members of Meopham & District Allotment Association and shall determine and collect rents. Membership of Meopham & District Allotment Association shall be limited to residents of the Borough of Gravesham. The terms and conditions of letting agreements for individuals' plots shall be approved by the Council.
  - l) The Tenant shall have authority and responsibility for the giving of notice to individual plot-holders for non-cultivation and/or non-payment of rent.
  - m) The Tenant shall maintain a list of potential allotment holders and shall let any vacant plot in list order.
3. Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments or to access those areas of land maintained by the Council.
4. The Agreement may be determined:
- a) By either the Council or the Tenant giving to the other twelve months notice in writing expiring on or before 6<sup>th</sup> April or on or after 29<sup>th</sup> September in any year.
  - b) By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the land being required
    - i) for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision.
    - ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of the purposes.
  - c) By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenants
    - i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not

OR

- ii) if it appears to the Council that the Tenant not less than three months after the commencement of the Agreement has not duly observed the conditions contained therein.
5. On determination of this agreement, under any of the circumstances described in clause 4 above, the Allotments shall be returned to the Council in no worse condition than at the commencement of the Agreement.
  6. Any notices required to be given to either party are to be given at the address at the head of the agreement or such other address as is notified in writing to the other party. Any notice required to be given by the Council to the Tenant may be given by sending by special recorded delivery or by the recorded signed for postal service a written notice from the Clerk to the Council or other authorised officer of the Council for the time being or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Secretary of the Allotments Association and sent by pre-paid post to the Clerk to the Council.
  7. Should the council, using its discretion, fail to enforce or apply any of the clauses under this agreement, it shall not be construed that the council approves or agrees to any breach of the agreement as a whole or that it loses its right to enforce the terms of this agreement in fully at any time during the tenure

IN WITNESS whereof of the Clerk to the Council and the Tenant have set their hand and seal to the original hereto and the counterpart hereof the day and year first before written.

**Signed on behalf of Meopham Parish Council**

Signed.....Date.....

Sheila Buchanan, Chairman, Meopham Parish Council

Signed..... Date.....

John Ogden, Vice Chairman, Meopham Parish Council

Witnessed by:.....Date.....

Sarah Eggesden, Clerk, Meopham Parish Council, The Windmill, Meopham Green,  
Meopham, Kent DA13 0QA

**Signed on behalf of the Meopham and District Allotment Association**

Signed .....Date.....

Julie Courtney, Chairperson Meopham and District Allotment Association

Address.....

Witnessed by:.....Date.....

Name in block capitals .....

Address .....

Appendix 1

**TERMS OF REFERENCE FOR THE SITING OF A PORTABLE WC  
AT THE MEOPHAM AND DISTRICT ALLOTMENTS, SOUTHDOWN SHAW**

1. The WC may only be placed on site between 1<sup>st</sup> March and 30<sup>th</sup> September each year.
2. The Tenant must provide the Landlord with evidence of insurance to cover the siting of the WC.
3. The Tenant must site the WC in the location as agreed with the Landlord.
4. The Tenant must provide suitable screening as agreed with the Landlord.
5. The Tenant must arrange regular cleaning.
6. The Tenant is responsible for any remedial repairs to any area of the site that may be damaged following the siting or removal of the WC.
7. The Tenant must report in writing immediately any issues of concern, complaints from either allotment holders or members of the public, or vandalism or theft in relation to the WC to the Landlord.
8. The Landlord will regularly review the siting of the WC and has the right to revoke this permission and request that the WC be removed within 14 days if these conditions are not met.