



Whitethorn Allotments Tenancy Agreement

This agreement is made the 1st Day April 2025 between Brenchley and Matfield Parish Council of Matfield Pavilion, The Green, Matfield, TN12 7JU (hereinafter called the Council) and XXX (hereinafter called the Tenant) of xxx

Telephone number: XXX

Email address: XXX

which it is agreed that:

- a. The Council shall let to the Tenant the Allotment Plot situated at Whitethorn Allotments, Brenchley Road, Matfield and referenced as Allotment Plot XX of area XX square metres in the Council's Allotment Register (as numbered for identification purposes only on the plan attached/previously provided).
- b. A fee equal to one year's tenancy shall be paid as a deposit to be held by the Council and refunded in full if the plot is left in a satisfactory condition. No refund shall be made if the plot is left in a poor condition necessitating costs to return it to a useable condition.
- c. The Council shall let the allotment plot to the Tenant for a term of one year commencing on the 1st April 2025 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
- d. The Tenant shall pay a yearly rent based on the area in square metres which will be advised at the start of the tenancy and invoiced by the 28th February each year, or by the preceding 31st December if there is to be an increase in fees. This shall be payable in full by the 1st April in each year of the tenancy.
- e. The first three months of a tenancy constitute a probationary period. If the Tenant chooses to return the allotment to the Council during this period, then the Tenant will have their rental fee returned to them. If the Tenant undertakes no significant work in this probationary period the tenancy will be terminated and the fee retained.
- f. Allotment plots are only to be used for the cultivation of fruit, vegetables, herbs and flowers for use/consumption by the allotment holder and their immediate family. All plants must be legal to grow.
- g. The Tenant shall not sell or undertake a business in respect of fruit, vegetables and flowers that were cultivated or produced in the allotment plot.
- h. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to, emailed or left at the Tenant's address.
- i. Any written correspondence or notice served by the Tenant should be sent to the Council or emailed to: clerk@brenchleyandmatfield-pc.gov.uk

1. Eligibility for Tenancy

- a. Any resident of Brenchley and Matfield Parish is eligible to become a tenant of an allotment and may apply.
- b. Allotment plots are restricted to one per household, unless agreed otherwise by the Council.
- c. In the event that there are no available allotment plots to rent at the time of application, the prospective tenant will be added to a waiting list.



- d. If there are multiple available allotment plots and no waiting list exists, the Council reserves the right to offer the following
- An alternative larger plot to an existing tenant; or
 - An additional plot to an existing tenant on the basis of a five-year initial term followed by three years; or
 - Subject to the 10% limit on tenants from outside the parish, a plot could be offered to someone who is resident outside the parish on the basis of a five-year initial term followed by three years.

2. Rent

- The allotment year runs from 1st April to 31st March and rents are set per square metre.
- The rent will include a water charge for standard usage, pro-rated by the area of the Allotment Plot.
- The Tenant agrees to pay the Council the yearly rent by the 1st April, upon receipt of an invoice. Payments to be made preferably by BACS to the account detailed below with the allocated allotment number as reference. Cheques payable to the Council are also accepted and should be delivered to the Council Office detailed above in time to be cleared by the 1st April.

Unity Trust Bank
Account name: BMPC
Sort Code: 60 83 01
Account no.: 20353630

- The Council reserves the right to review the rent annually and give a least 3 months' notice to the Tenant of any proposed change.
- The agreement will be deemed as terminated if the rent is not received within 30 days of the due date.
- Rates for second plots and to tenants outside of the Parish may be subject to additional levies or concessions at the discretion of the Council.
- If a tenancy begins during the allotment year, the Tenant will be invoiced a pro-rata amount covering the start date to the 31st March in the following year.

3. Allotment Rules

- No bonfires are permitted at the allotments but small incinerators on plots can be used occasionally on weekday evenings, when weather conditions are suitable.
- No bbqs are permitted at the allotments, unless required at an event approved by the Council.
- No livestock, including bees or poultry, may be kept at the allotments.
- Dogs are to be kept on a lead and not allowed to intrude upon or foul other allotment plots.
- Trees and shrubs should be not planted on the plots. Fruit bushes cannot be planted without obtaining the Council's written permission.
- Allotment plots must be kept in a tidy condition and in a good state of fertility and cultivation.
- Greenhouses are not permitted. Glass structures are to be limited to cloches and cold frames.
- The use of hose pipes is permitted provided the hose pipe is fitted with a closure valve.
- Compostable waste material must be composted on the allotment plot or removed from the allotment site at least monthly.
- All non-compostable waste must be removed from site at least monthly.
- Events held at Whitethorn Allotments require the prior approval of the Council.



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- l. No boundary fencing may be erected on the site as it obstructs maintenance of pathways.
- m. All Management decisions will be taken by the Council but the Council will listen to any views or comments made by any tenant. The Council's decisions on any issues will be final.
- n. No blackcurrant bushes may be planted at Whitethorn Allotments.

4. Obligations and rights of the Council

During the tenancy the Council

- a. will clearly mark the boundary of the allotment plot allocated by the installation of paths and provide a sign with the allotment plot number for the plot.
- b. will prune and maintain all hedges surrounding Whitethorn Allotments.
- c. is unable to accept responsibility for any loss to personal property for any reason be it theft or malicious damage or for personal injury.
- d. reserves the right to request the removal of any structure it deems unsafe or inappropriately positioned.
- e. is responsible for payment of water charges incurred at the site.
- f. reserves the right to enter and inspect the allotment at all reasonable times and take photographic evidence.
- g. shall send any written correspondence, i.e. letters, notices, invoices etc. from the Council via email to the Tenant. If no email address has been supplied the Tenant shall be contacted by post or telephone.
- h. undertakes to maintain all standpipes and water pipes as Council property.

5. Obligations, permissions and rights of the Tenant

During the tenancy the Tenant

- a. must give written notice to the Council of any change of address, telephone numbers and email address.
- b. will not sublet, exchange or increase the allocated plot in size.
- c. must be considerate to other allotment tenants at all times
- d. must not under any circumstances help themselves to any produce or take or borrow tools and/or equipment from any other allotment/shed without the express and prior permission of that allotment's tenant.
- e. remains responsible for any action of children or persons that accompany the Tenant onto the allotment plot. The Tenant shall not allow any guest to enter any allotment plot other than their own without the express permission from that allotment's tenant.
- f. may erect one shed of modest size not exceeding 6ft by 4ft per allotment plot. Polythene and plastic bags are considered inappropriate as roofing or glazing. All sheds and garden paraphernalia must be sited wholly within the allotment plot allocated to the Tenant. Such structures must be maintained in a safe condition and any storm damage be cleared and repaired as soon as practical to do so.
- g. may erect green poly tunnels of not more than 8ft x 6ft on individual plots.
- h. must keep the allotment plot worked/cultivated and keep weeds under control so as not to cause a nuisance to other tenants.



- i. must ensure that the allotment plot is a minimum of 50% cultivated and maintained as such within 3 months of the start of the tenancy.
- j. must maintain in good order the paths around their allotment plot and the access to them. If the cuttings are not mulched, any cuttings collected from path maintenance must comply with Rule 3i.
- k. must ensure that any chemical or other potentially harmful material is stored in a locked building in appropriate containers clearly marked with the contents. No petrol may be stored on-site.
- l. shall remain liable for any personal injury or property damage on their allotment plot caused by or related to their actions or negligence.
- m. must raise any dispute or concerns directly to the Council via the Clerk.
- n. must adhere strictly to any water restrictions imposed by the water supplier.
- o. must not waste or contaminate/interfere with the water supply in any way.
- p. must report any water leaks to the Council immediately.
- q. should practise sensible water conservation and utilise covered water butts on sheds or other structures where possible.
- r. may park their vehicles inside the main gate whilst working their allotment. In the interests of safety speed must be limited to 5mph whilst on site and no more than one vehicle per tenant is permitted.
- s. is responsible for closing and locking the gate if they are the last tenant leaving the site.
- t. shall not obstruct any path on the site set out by the Council for the use of its tenants. Access to the hedges must remain unrestricted at all times.

6. Termination of the Tenancy

- a. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - (i) the plot is uncultivated three months after the commencement of the tenancy; or
 - (ii) the tenant has not observed the allotment rules or any other term or condition of their tenancy; or
 - (iii) the Tenant does not carry out written instructions given by the Council within the specified time scale.
- b. Rent arrears of 30 days will result in the immediate termination of the tenancy.
- c. If a plot is overgrown and/or less than 50 % cultivated the Council
 - i. will give a verbal warning to the Tenant to remedy the situation.
 - ii. a minimum of 21 days after the action in i. above will send a written notice to the Tenant giving 30 days to cultivate the plot if no improvements have been made following the verbal warning.
 - iii. reserves the right to get the weeds of an overgrown plot cut down if they are causing a nuisance to other tenants and recover the costs.
 - iv. will terminate the tenancy and give the Tenant 30 days to vacate if the plot remains uncultivated.
 - v. reserves the right to recover any costs incurred in restoring the allotment plot to rentable condition.
- d. The tenancy of the allotment shall be terminated upon the death of a tenant or if the tenant leaves the parish.



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- e. The tenancy may be terminated by the Tenant by serving on the Council not less than two months' written notice to quit. The council will not refund any rent paid when the cancellation is made at the request of the Tenant.
- f. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the allotment plot within 14 days unless the Council agrees otherwise, which shall be confirmed in writing to tenant.
- g. Notwithstanding any of the above, the tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 1st day of April or on or after the 30th day of September in any year.

A handwritten signature in black ink, appearing to be 'CB'.

Signed (Clerk on behalf of the Parish Council):

Signed (Tenant):.....

Print Name:

Date: