



ALLOTMENTS POLICY INCORPORATING ALLOTMENTS TENANCY TERMS AND CONDITIONS

The **Allotments Policy**, together with the **Allotments Tenancy Terms And Conditions** set out at Annex A, was adopted by Kennington Community Council (the “Council”) at its Council Meeting held on 12 October 2022

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1 Criteria for Tenancy of Allotments

The Community Council provides allotments in Kennington, at Burton Farm and at Bybrook. These are exclusively for the use of residents of Kennington.

Residents who wish to apply for an allotment must

- Be a resident of the Kennington Community Council area
- Adhere to the Allotments Tenancy Terms and Conditions
- Commit to maintain the allocated plot in good order
- Not already have an allotment tenancy with Kennington Community Council



- No other person in the applicant's household already has an allotment tenancy with Kennington Community Council (only one plot permitted per household)

2 Application Process and Criteria for Allocation of Allotments

Residents wishing to be considered for an allotment must apply to the Council's Allotments Officer who will assess the application. Valid applications will be added to the application waiting list or be offered a plot if there is no waiting list.

As plots become available, applicants on the waiting list will be contacted in the order (by date) at which the application was added to the waiting list and offered a plot.

Plots are offered on an "as-is" basis. The Council will not undertake prior clearance of any plot except in exceptional circumstances.

Residents who decline an offered plot will remain on the waiting list.

3 Waiting list management

Residents who have applied for an allotment and no longer wish to be on the waiting list or have moved out of the Council's area should notify the Council's Allotments Officer as soon as possible so that details can be removed from the waiting list.

The Council will make reasonable endeavours to contact each applicant on the waiting list once each year (normally in November or December) to find out if the applicant wishes to remain on the list. Applicants who no longer wish to have an allotment plot, or who have moved out of the area, or who cannot be contacted at the address or phone number or e-mail address given on the application, will be removed from the list.

4 Cancelling a Tenancy

A tenant of an allotment who no longer wishes to have an allotment plot should notify the Council's Allotments Officer as soon as possible.

5 Change of Contact Details

A tenant of an allotment must immediately inform the Council of any change of address, email address, telephone number or name.

6 Charges

Plots are measured in perches which is an old measurement – one perch is the equivalent of 25m². Our plots vary in size with the majority being approximately 5 perches. The exact cost of a plot is determined by its size and this will be advised at the time an offer is made.

The rental per perch per year will be reviewed annually by the Council. Any changes to the Allotments Tenancy Terms and Conditions, including charges, will be notified to the Tenant at least 28 days prior to their effective date.

Invoices for the annual rent are sent out in October or November for the period 1 October to 30 September. Tenancies which commence part way through the year will be charged a pro-rata amount of rent from the point of signing up until 30 September.

The Allotment Tenancy Agreement will continue on a rolling yearly basis unless terminated by the Council or the Tenant.



Both allotment sites have access to mains water but tenants are encouraged to harvest their own rain water using water butts for use on their plots. The mains water supply is turned off over the last weekend in October annually and turned on again over the last weekend in March.

7 Transition arrangements

Ownership and management of the allotments at Burton Farm and at Bybrook transferred from Ashford Borough Council to Kennington Community Council on 1 April 2022.

Income from allotments falls short of the costs of maintenance, resulting in a subsidy from Kennington Council Tax-payers. Tenants of an allotment at Burton Farm or Bybrook at the date of transfer who do not live in the Kennington Community Council area, and who continue to maintain their allocated plot in good order, may apply to the Council for renewal of the tenancy annually for not more than three further years. This is at the sole discretion of the Council. At the end of this period, any tenant wishing to renew their tenancy will be charged a full economic rent. The Community Council will seek to establish arrangements with the Borough Council and other parishes to give priority for non-residents wishing to transfer their tenancy and will similarly offer reciprocal arrangements with those authorities.

Tenants who were in receipt of a discounted rent (by reason of receiving a means tested benefit or state pension) at the date of transfer will retain the same level of discount for the time being. The Council is unable to offer discounts to new tenants.

8 Governance

8.1 Allotments Officer

The Council will appoint a member of staff as Allotments Officer, with specific responsibility to manage the allotments and to be a primary point of contact with tenants.

8.2 Allotments Subcommittee

The Council will establish an Allotments Subcommittee as an advisory subcommittee of the Community Council's Environment and Open Spaces Committee. This will provide an advisory forum for engagement and discussion between the Community Council and its allotment tenants at Burton Farm and Bybrook allotments.

In addition to members appointed by the Council, the Subcommittee will include one representative of Ashford Allotment Society and one representative of each allotment site in Kennington.

8.3 Ashford Allotment Society

The Council will work with the Ashford Allotment Society and when a tenant signs an allotment agreement they will become a member. Details of the Society can be found on their website at www.ashfordallotmentsociety.org.

Policy Adopted: 8 June 2022

Review due: 8 June 2023

Revision History

Version	Date	Comments
Draft v0.1	20 April 2022	Initial draft



Draft v0.2	27 April 2022	Updated for discussion at E&OS
Draft v0.3	5 May 2022	Amendments following review at E&OS Committee 5 May 2022
Final v1.0	8 June 2022	Adopted
Draft v1.1	7 October 2022	Updated to replace reference to specific charges and years, and require notice of termination by either party
Final v1.1	12 October 2022	Adopted, Council 12 October 2022



ANNEX A

ALLOTMENT TENANCY TERMS AND CONDITIONS

1 Terms And Conditions

- 1.1 These terms and conditions are made in accordance with the Allotments Acts 1908 to 1950 and apply to all rented allotments.
- 1.2 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in future (e.g. statutory law changes or local restrictions).
- 1.3 The terms and condition will be available on the council's website www.kenningtoncc.gov.uk and issued to tenants when they first commence their tenancy or to all existing tenants to notify of any changes that are made.
- 1.4 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

2 Non Compliance With These Terms And Conditions

- 2.1 Failure to observe the terms and conditions may lead to tenants receiving a warning notice. Failure to comply with the warning notice may result in tenancy termination. In some circumstances, a breach of site rules may lead to an immediate termination of tenancy.
- 2.2 In the event of a breach of the terms and conditions the council reserves the right to enter any plot, with or without the consent of the tenant, to carry out corrective action to bring the allotment back in line with the terms and conditions. If this results in costs the council has the right to seek recovery of costs from the tenant(s) that have breached the terms and conditions.

3 Council Responsibilities

- 3.1 Whilst it is the tenant's responsibility to comply with these Terms and Conditions, the Council also has responsibilities as follows:
 - (i) To keep allotment representatives informed of relevant and appropriate information relating to the management of the site.
 - (ii) To ensure the enforcement of the terms and conditions and take the appropriate action for any breaches.
 - (iii) To keep the allotment sites in a maintained and safe condition.
 - (iv) To investigate any unauthorised waste brought on to the site and take appropriate enforcement action and clearance arrangements.

4 The Tenancy

4.1 Records and communication

- (i) The Council's Address for Service is PO Box 606 Ashford Kent TN23 9YF
- (ii) It is the tenant's responsibility to immediately inform the council of any change of address, email address, telephone number or name. (If the tenant moves outside of the Kennington Community Council area their tenancy will automatically terminate.)
- (iii) The tenant may agree with the Council to accept any notices (including but not limited to tenancy agreements, invoices and reminders, breach notices and termination notices), and



information by electronic communication, using the contact information provided by the tenant.

4.2 Tenancy sub-letting

The tenancy of an allotment is personal to the tenant named in the agreement.

The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

The tenant may share cultivation by registering one co-worker. The co-worker must sign the agreement, countersigned by the tenant. The signed document must be returned to the Council's Allotments Officer. If the tenant terminates the plot, the tenancy will be offered to the co-worker. If the co-worker declines the plot, the plot will be put back into circulation for re-letting. If the co-worker agrees to continue with the tenancy a new agreement will be issued which must be signed and returned to Council's Allotments Officer.

4.3 Rent

- (i) Rent is charged annually and runs from the period of 1 October to 30 September.
- (ii) Tenants taking up a tenancy during the rent year will be charged the pro-rata amount from the time of signing the tenancy agreement until 30 September following.
- (iii) Tenants will be issued an invoice which must be paid within 21 days.
- (iv) Tenants will be notified in advance of any increases in their rent prior to being invoiced.
- (v) There will be no refund of rent if the plot is terminated or if a tenant breaches the terms and conditions and their plot is reposessed.
- (vi) Tenants who were in receipt of a discounted rent (by reason of receiving a means tested benefit or state pension) at the date of transfer of the allotments to Kennington Community Council will retain the same level of discount for the time being. The Council is unable to offer discounts to new tenants.

5 The Allotment Site

5.1 Keys

Sites that require a key for a gate padlock are loaned to the tenant but a deposit must be paid at the rate applicable at the time. The deposit is reimbursed at the end of the tenancy when the key is returned back to the council. Any keys that are lost or additional keys required these are chargeable at the fee applicable at the time.

5.2 Padlocks

Tenants of sites where there is a combination padlock will be issued the padlock code. This code will be changed periodically and tenants will be informed where possible in advance of the change. In some circumstances, the combination code may need to be changed urgently and tenants will be informed at the earliest opportunity following the change.

5.3 Site hours

Access to sites is only permitted between the hours of sunrise and sunset. No access is permitted when dark for safety reasons. Vehicle access to Bybrook is limited to the hours of opening of Bybrook Cemetery.



5.4 Water

Allotment holders are permitted to use the water on site from the taps. However, this should only be used when harvested water supplies diminish.

Allotment holders are not permitted to use hose pipes for filling water butts or to directly water plants on their allotment from the mains water supply tap unless authorisation has been granted by the council's authorised officer. Any tenant found using a hose pipe as detailed above that has not received authorisation from the allotments officer will be contacted and asked to cease using the hosepipe immediately. Hosepipes can be used directly from the tenants own harvested water supply.

Sprinklers or any other type of unattended mains connected irrigation system is not permitted to be used on any site. If a tenant is found using a sprinkler or mains connected irrigation system they will be contacted and asked to remove the system from site immediately.

Mains water supply may be turned off at various times in the year. This will include the winter period plus any other times as directed by the water authorities, such as, periods of drought or significant water leaks in the instance of burst pipes or where maintenance works are required.

Water supplies should be not used for drinking water as the Council cannot guarantee the quality of the water at all times.

The Council do encourage tenants to collect rainwater using water butts. Tenants need to take action to try and prevent water from going stagnant. All butts must be covered with lids or nets to try and prevent accidents or infestation of insects.

The mains water supply taps are considered a communal resource. Any tenant that is identified as using excessive quantities of water, or who are seen to consistently monopolize to the detriment of fellow tenants will be contacted and asked to cease their activity immediately.

Water collected in communal water troughs should not be used for washing crops or bathing.

5.5 Communal resources

Items such as compost, manure and chippings that are delivered to site for the benefit of all tenants must be fairly shared between all tenants. If a tenant has the opportunity to benefit from the resource on one occasion they should then let others have priority next time a delivery is received. Any tenant that monopolises the resource will be contacted and advised of the action to be taken.

Any resources that are delivered to site must remain on the site or used on another allotment site. The resource must not be taken away and used for any other purpose, e.g. at home.

5.6 Boundary fences and gates

The council will maintain any boundary fence or gates for which it is responsible, supplying padlocks and where required will issue keys or padlock codes to the allotment holders.

Any damage or problems with boundary fencing, gates or padlocks should be reported to the Council's Allotments Officer who will inspect and take the appropriate action.

Items are not permitted to be fixed to the boundary fencing or gates without the authorisation from the Council.



Tenants must ensure that they keep the gates closed at all times and when leaving the site that the gates are locked.

5.7 **Parking areas**

Parking areas should be kept free of any obstruction and access is available on to the site to other users.

No vehicle, caravan or trailer may be parked in the allotment overnight.

5.8 **Haulage and main pathways**

Both haulage ways and main pathways must be kept clear of any obstruction including vegetation.

Haulage ways and main pathways will be maintained by the Council. All other paths between plots or designed within the plot boundary will be maintained by the plot holders.

If an allotment encroaches on to a main path or haulage way the tenant will be contacted and asked to bring their allotment plot back within their plot boundary. If this work is not completed and remedial work is undertaken by the council the allotment holder will be invoiced for recovery of costs.

5.9 **Notice boards**

Notice boards are for displaying information relevant to allotment activity. This may include details of how the allotment representative(s) and the council can be contacted. Any other information displayed may be removed and disposed of unless written consent is obtained from the Council.

5.10 **Plot splitting**

If the Council agrees or decide that an allotment plot is suitable to be split the council will organise for the split to be carried out and update plans and documentation accordingly.

6 Plot Management

6.1 **Cultivation of plots**

Allotment plots must in a good state of cultivation (growing of herbs, flowers, fruits and vegetable crops) to a minimum of 30% of the plot including the winter months in the first year of tenancy or 75% thereafter.

6.2 **Non-cultivation of plots**

Any plots that are identified as not being cultivated in line with the terms and conditions will result in the plot holder being contacted. The plot holder will then be provided the opportunity to carry out works to cultivate the plot or to terminate their tenancy and return the key. If the allotment holder takes no action to cultivate the plot to the specified minimum requirement they will be contacted once again. If this second contact achieves no result then the Council has the right to terminate the tenancy and re-let the plot.

Tenants that repeatedly breach this condition will have their tenancy terminated on the third occasion within an 18 month period.

6.3 **Safety**



It is the responsibility of the tenant to ensure that the plot is worked and maintained in a safe manner. Any injury caused to another person visiting the site that is caused by an unsafe practice of a tenant is the responsibility of the tenant.

6.4 Weed control

It is the plot holder's responsibility to keep the plot free of weeds at all times.

Weed suppressant coverings are permitted but should be of a standard and material recognised horticulturally. Other items such as carpets, carpet tiles, plastic linings and bags, etc are not permitted.

Any weed suppressant covering must be secure and safe (not with tyres, bricks, slabs or other waste materials).

Coverings will only be short term and temporary to suppress weeds in readiness for cultivation of crops. All coverings must be removed at earliest opportunity and stored tidily.

6.5 Fruit trees

Only dwarf fruit trees are permitted on the allotment plot. These should not exceed 2.5m in height. Any tree, bush or hedging exceeding this height will result in the plot holder being contacted and advised of the action that needs to be taken.

6.6 Invasive plants

Invasive plants such as bamboo, all types of willow and fast growing conifers, including Christmas trees, are not permitted. If any invasive type plants are identified on an allotment plot, the plot holder will be contacted and advised of the action to be taken.

6.7 Composting

Only non-diseased garden waste created on the allotment site can be used in compost bins. Compost bins should be free of any other waste.

6.8 Hedges

Tenants are responsible for maintaining any hedge on or abutting their plot. Hedges should be kept to a height of 2.5m. Hedge sides shall be trimmed at least twice per year between 1 September and 28 February. This avoids bird nesting season.

Any hedge works carried out during the bird nest season, 1 March to 31 August will result in the plot holder being contacted.

The council are responsible for the top and external facing side of any hedge that abut a perimeter boundary, road or haulage way. The council may remove any hedges that cause an obstruction or impact on safety.

6.9 Sheds and other structures

It is the tenant's responsibility to protect, secure and insure their personal belongings including sheds and other structures. Any loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment is the responsibility of the tenant.



Anyone wishing to erect a new shed, glass house, poly tunnel or fruit cage or any other structure or is considering replacing an existing shed, glass house, poly tunnel or fruit cage or any other structure must obtain authorisation in advance by contacting the Council's Allotments Officer. Anyone found to have erected a new structure or replaced an existing structure without the necessary consent may be asked to dismantle and remove the structure from site.

The maximum number of structures per plot, dependent on the size of the plot is one shed and a maximum of two other structures, for example: 1 x glass house and 1 x poly tunnel or 2 x glass houses, on their plot.

Structures should not exceed 2.5m in height.

Sheds and sided structures should be included within the 25% area allowed for non cultivation. Poly tunnels, glass houses and fruit cages will be included within the 75% cultivated area.

Any structure on the allotment must be temporary, maintained in a safe condition and not constructed from hazardous waste.

If the Council identify any concerns with the safety or appearance of the structure the Council will contact the plot holder and request either repairs or removal is carried out. Failure to undertake the works to the standard acceptable by the Council may result in the Council taking action to either dismantle the structure which may also involve removal from site. Any costs incurred by the Council will be recharged to the allotment holder.

6.10 Unsafe structures

Any tenant that has a structure that is in an unsafe condition will be contacted and advised what action to be taken. The plot holder will be provided an appropriate period of time to deal with the issue. If the structure is not made safe or removed the authorised officer will make arrangements to dismantle the structure and remove the waste from site. Reimbursement for any costs associated with this will be sought from the plot holder.

6.11 Fences

Fences between neighbouring plots should be no taller than 1.5m. They must not be constructed of solid material but can be trellis style made only from natural materials such as wood or canes. All fences must be constructed in a safe and secure manner with no sharp or protruding parts that may cause an injury to other users and visitors. Fences should be within the boundary of the plot.

6.12 Plot pathways

All paths between allotments must be no less 0.5m and should be wide enough for easy pedestrian access to neighbouring tenants' plots. They must be maintained in a safe condition, kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.

6.13 Plot numbering

All plots must be clearly marked with the correct plot number. Any plots that do not have a visible plot number the plot holder will be contacted to ask this is organised. The council also have the right to mark the plot by either marking a structure on the plot or placing a marker in the ground.



7 Restricted Items & Activities**7.1 Hazardous waste**

The bringing on site and use of polluting materials such as tyres, asbestos, glass and carpet shall be treated as illegal disposal of waste and will result in immediate notification to the tenant and a warning notice issued. The council will organise for clearance of such waste and the tenant will be recharged the full cost plus an administration fee.

7.2 Waste materials

Other waste materials that are prohibited from being brought on site include:

- (i) Construction materials including rubble and hard core
- (ii) Bath tubs
- (iii) Domestic household items, ie doors, shelving, cabinets, bed frames, etc
- (iv) Glass bottles
- (v) Vegetation and garden waste brought from an external source
- (vi) Food waste
- (vii) Commercial waste
- (viii) Bricks, concrete slabs or pads are permitted but only for the purpose of creating a base for a shed or green house. Any excessive materials that are not used for this purpose will result in the allotment holder being contacted and removal requested.

7.3 Fly-tipping

If a tenant witnesses someone fly-tipping rubbish onto an allotment site they should inform the council via www.ashford.gov.uk/the-environment/streets/fly-tipping/ with details of what they have witnessed, location, vehicle make and model, registration number, vehicle markings and description of person(s).

If photographic or video images are available these should be provided too. The council will take action to try and identify the offender and carry out enforcement. The tenant should always consider their safety and not pursue collection of information if this puts them at risk.

7.4 Burning of waste

Bonfires/open fires are not permitted at any time unless authorised by the Council's Allotment Officer.

Garden waste can be burned within an incinerator and in a controlled manner with sufficient water supply available at the site of the fire to extinguish a fire if necessary.

Fires must be attended at all times whilst burning.

Fires must be fully extinguished when the allotment holder is leaving the site.

The burning of any material other than garden waste is prohibited.

Smoke caused by burning garden waste must not cause a nuisance to other allotment users, visitors, neighbouring properties or users of the highway. Anyone found to be causing a nuisance could result in action being taken under the Environmental Protection Act 1990 or the Highways Act 1980.

The council reserves the right to prohibit any burning of garden waste on any plot or allotment site.



7.5 Barbecues

The use of barbecues is prohibited unless authorisation has been given by the council's authorised officer. Anyone found to have a barbecue on site will be contacted and asked to remove it.

7.6 Storage

Only materials that are for use to aid the growing of herbs, flowers, fruits and vegetable crops are permitted to be stored on the plot.

Storage of chemicals, pesticides and fuels including petrol is not permitted and should be removed from site at the end of the day. Containers holding such items should be clearly labelled whilst they are in the vicinity of the allotment and lids kept tightly secured and containers out of reach and away from children or naked flames.

7.7 Chemicals

Tenants must ensure that any plant protection products such as weed killers, slug pellets or fungicide sprays, and biocides such as rat and mouse killers or cat repellents, are products that are currently authorised or permitted for use by amateur gardeners in the UK, that they are only to be used in accordance with the manufacturer's instructions, and that they remain in the original packaging with the original label.

7.8 Ponds

Ponds are not permitted on allotment sites.

7.9 Livestock and beehives

These are not permitted on allotment sites.

7.10 Anti social behaviour

Tenants must ensure that their own or that of their co-worker, children or guests or visitors behaviour, language or conduct is not causing a disturbance, alarm or distress to others.

7.11 Illegal activity

Anyone suspected or caught carrying out illegal activity this will be reported to the police immediately. If guilty of any illegal offence the agreement will be terminated immediately.

7.12 Unauthorised persons

Those that have not been authorised to enter the site by either the tenant, the allotment representative or the council will be deemed as trespassing.

Those considered to be trespassing can be ordered to leave the site immediately.

In some circumstances the police may need to be contacted to provide assistance.

7.13 Unaccompanied Minors

Children under the age of 18 years are not permitted on allotment sites unless accompanied by a responsible adult.

7.14 Dogs



Dogs are permitted on the allotment site but they must be kept on a lead and under control at all times. Owners must clear up after their dogs and take home dog waste to dispose of as there are no facilities to dispose of dog waste on site.

Allotment holders with dogs that cause a nuisance either constantly barking or harassing other dogs, users or visitors of the site will be contacted by the council's authorised officer and advised of what action is to be taken. This could include stopping the dog being allowed on the site.

Dogs should have access to fresh water at all times and have the opportunity to take shelter.

No dog is allowed to remain on the allotment site overnight or be used as security on the allotment site.

8 Termination

The tenancy may be terminated by the Council or the Tenant by giving in writing 12 months or longer notice to quit expiring on or before the sixth day of April, or on or after the twenty-ninth day of September in any year, provided always that the Clerk to the Council, at their discretion, agrees to accept an earlier termination by the Tenant.

If a plot holder is in breach of any of these rules and regulations their agreement can be terminated immediately. However, the Council will always try to work with their tenants to try and resolve any issues.

If a tenant no longer wants to continue the tenancy of a plot they can terminate their agreement as above but they must ensure the plot is cleared of any unsafe structures, rubbish, compost bins emptied and that weed/grass growth is reduced to ground level. Failure to undertake these actions and return the plot to the council in an acceptable standard or condition in which it can be re-let may result in the council seeking reimbursement for any costs associated with works undertaken.

If the tenant has a key it will need to be returned to the council.

9 How To Make A Compliment Or Complaint

If you wish to compliment the service or make a complaint details on how this can be done can be found on Kennington Community Council's website

10 Privacy Notice

The General Privacy Notice set out on the Council's website applies equally to the allotment service and can be found at www.kenningtoncc.gov.uk/policies/

11 Glossary Of Terms

Allotment	A plot of land that is let by the council for the cultivation of herb, flower, fruit and vegetable crops.
The Council	Kennington Community Council
Tenant	A person who holds an agreement for the tenancy of an allotment
Co-worker	A person or persons identified in a co-worker agreement who helps a tenant cultivate an allotment plot.
Site	Any area of allotments that are grouped together at one location
Rent	The annual rent payable for the tenancy of an allotment



Review notice	Any notice of reviewed rental charges
Site representative	An allotment tenant who works as a middle person between the council and the tenants and helps oversee the Site
Tenancy agreement	A legally binding written document which records the terms and conditions of letting of a particular allotment/s to an individual
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	A member of the staff of, or other person authorised by, Kennington Community Council
Cultivation	Keeping the plot in good productive order by the maintenance and improvement of soil and the planting, tending, improvement and harvesting of crops.
Paths	Dividing paths between allotments
Non-cultivated area	Small area (no larger than 25% of plot) of grass, patio or built structures for pastimes, eating and/or relaxing