

SUTTON BY DOVER PARISH COUNCIL
AGREEMENT AND RULES FOR ALLOTMENT HOLDERS AT ASHLEY

1. As from 1 April 2016 the rent for allotments will be paid in advance at the rate of 3 pence per annum per square meter. Unchanged since 1984. The rental will be reviewed regularly by the Parish Council, to take into account any increase in charges by the Water Board and/or Kent County Council.
2. Tenants are responsible for seeing that the rent is paid to the Clerk within one month of notification.
3. Tenants have a duty of care to each other. Dogs must be kept on a lead and children must be supervised and kept under control. Dog faeces must be cleared away by the tenant.
4. The allotment to be used only for the growing of fruit and vegetables for personal use and not for any other purpose. All non-compostable waste generated by the plot holder must be cleared away from the site and any compostable waste for use in cultivation must be contained in safe suitable containers.
5. Tenants must maintain the entire plot in a proper state of cultivation appropriate to the season, and keep their allotments tidy at all times. Boundary paths are to be kept clear.
6. There is to be no sub-letting or sharing of any part of the plot without the Parish Council's agreement. Allocation of allotments is via a Short List administered by the Parish Council.
7. Any 'block holders' may be required to relinquish part of their block, the largest holder relinquishing ground first. A minimum of twelve months' notice will be given.
8. Permission must be obtained from the Parish Council before erecting any fences, sheds or greenhouses, and if required to do so, these must be removed on the termination of the Tenancy.
9. Boundary fences must not be removed under any circumstances.
10. Tenants are reminded that the Parish Council is not liable for any damage or injury caused to crops, property or persons, however caused.
11. As a precaution against frost damage the water supply will be turned off for the period 1 November – 1 April each year. The use of hose-pipes is strictly forbidden apart from topping up water butts.
12. Bonfires are to be limited to the hours during daylight and having due regard to the wind direction and temperature inversion both of which can result in

nuisance to nearby inhabitants. Bonfires must be of a small size, preferably contained, attended constantly and property banked down when finished. No bonfires to be lit during the summer months (between 1 June – 31 September).

- 13. Tenants must inform the Parish Council of any change of address.
- 14. All complaints or questions of dispute shall be referred to the Parish Council, whose decision shall be final.

Allotment holders are reminded that breaches of the rules cannot be tolerated.

Offenders, after one warning, may have their tenancies terminated.

TERMINATION OF TENANCY

The Tenancy shall end if:

- a) The Tenant dies.
- b) The Tenant gives one months' notice to quit in writing
- c) The Parish Council gives 12 months' notice to quite to the Tenant in writing
- d) Where the Tenant no longer resides in the Parish and the Parish Council gives one months' notice to quit in writing.
- e) The rent payable remains in arrears for 40 days or more
- f) The Tenant is in breach of the terms of this Agreement

PLEASE NOTE: Being an allotment holder is not an entitlement to harvest fruit from the Community Orchard.

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PLEASE COMPLETE THIS SECTION AND RETURN, SIGNED, WITH YOUR FULL REMITTANCE TO THE PARISH CLERK. Thank You

NAME.....

ADDRESS.....

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I have read, understood and agree to the Agreement and Rules for Allotment Holders at Ashley as outlined above.

SIGNED.....

DATE.....