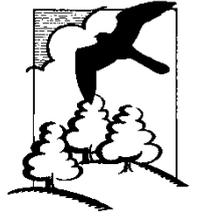


HAWKHURST PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT



1 THIS AGREEMENT is made on[Date]

BETWEEN

Hawkhurst Parish Council, of The Parish Office, The Moor, Hawkhurst, TN18 4NT
 ("HPC")

and

Name:.....

Address:.....

..... Postcode:

Email address: Telephone No:

The named person is referred to throughout this agreement as "the Tenant", "you",
 "yours" or "yourself".

2 WHEREBY IT IS AGREED as follows:

2.1 Agreement to let, description of allotment and term

2.1.1 You agree to take the allotment plot situated at **Hensill/Ockley*** and numbered
 in the register of allotments kept by HPC ("the Allotment") on a yearly tenancy from
 [Date] at the current yearly rental of £.....

2.2 Rent

- 2.2.1 You agree to pay HPC the full yearly rental specified in paragraph 2.1.1 above, in advance, subject to any increase subsequently approved by HPC and notified to you beforehand, on occupation and thereafter on 29 September annually. The rent due on occupation shall not be abated *pro rata*.
- 2.2.2 All invoices are due for immediate payment.
- 2.2.3 If for any reason the invoice is not paid immediately, a reminder shall be sent after 28 days.
- 2.2.4 If the rent remains unpaid for a period of 40 days, the tenancy shall be automatically terminated.

2.2.5 The rent currently in force will be subject to annual review by HPC.

3 Details of the tenancy

The tenancy is subject to the Allotment Acts 1908 and 1950 and to the following conditions. You agree with HPC to observe and comply with the conditions set out below;

3.1 Alienation

3.1.1 You may not sublet, assign or part with possession of any part of the allotment plot. Should the plot become too large to manage easily HPC may be able to make arrangements to sub - divide the plot and issue a new lease. Note that an informal arrangement to share an allotment with someone else does not confer any rights or obligations upon that person: the tenancy remains with you and on its surrender the plot will be offered to the next person on the waiting list.

3.2 Use and conduct.

3.2.1 You may use the plot only for the production of vegetables, fruit and flower crops for consumption or enjoyment by you, your family and friends; for no other purpose and not for profit.

3.2.2 You may not enter onto any other plot at any time without the express permission of the plot holder.

3.2.3 You will ensure that persons accompanying you do not at any time enter onto another plot without the express permission of that plot holder. You accept full responsibility for the actions of children and others entering the site with your permission.

3.2.4 Tenants must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.

3.3 Cultivation

3.3.1 You will keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. This includes maintaining every hedge, tree, shrub or fruit bush that forms part of the allotment plot. Properly cultivated means that all of the plot is being worked all year round. Grassed surrounds and seating areas (which must be kept mown); bases for permitted structures (glasshouses, sheds and poly tunnels); water butts and compost heaps must all be sited within the plot boundary and these areas are exempt from the requirement to cultivate.

3.3.2 Written consent from HPC is required to plant any trees other than fruit trees on dwarf root stock.

3.3.2 You must notify HPC of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness.

3.4 Allotment boundaries

3.4.1 You will keep all footpaths surrounding the plot in good condition, including mowing, weeding and keeping them free from obstructions.

3.4.2 You will keep shrubs, plants and structures at least 50 centimetres away from fences of adjoining premises.

3.4.3 You will provide, fix and maintain in good condition, at the front of your plot or in some other conspicuous position, a small board bearing clearly the plot number of the allotment.

3.5 Green waste, bonfires and rubbish

3.5.1 Tenants are required to compost all green waste on their plot in self-built or ready-made containers.

3.5.2 All refuse emanating from allotment cultivation that is **not compostable** must be disposed of offsite. Especially plastic waste.

3.5.3 The allotment plot must be kept clean and tidy, which means that the plot must be kept free of rubbish, objects and containers that are not in current use on the allotment.

3.5.4 Tenants should reduce the use of plastic on the site where they can and remove all plastic rubbish from the site.

3.5.5 Tenants must not deposit, or allow other persons to deposit, on the allotment any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation).

3.5.6 Bonfires may only be lit on the allotment in accordance with the guidelines for domestic bonfires issued by Tunbridge Wells Borough Council Environmental Protection Team.

3.5.7 Tenants must not cut or prune any timber or other trees not forming part of their allotment. Tenants must not take, or sell, or carry away, any mineral or gravel or sand or earth or clay from the allotments.

3.6 Environment

3.6.1 Tenants are expected to use their best endeavours to garden organically and encourage biodiversity.

3.6.2 The use of pesticides must be kept to an absolute minimum and tenants must ensure that they are not left unattended at any time.

3.6.3 In using and storing chemicals, you must at all times comply with the Control of Pesticides Regulation Act (as amended) 1997.

3.6.4 When using pesticides, you must take all reasonable care to ensure that wildlife and the contents of adjoining plots are not adversely affected

3.6.5 Tenants must respect the wildlife that inhabits the allotment and not harm any species in any manner that contravenes the Wildlife & Countryside Act 1981.

3.6.6 Tenants are expected to practice water conservation techniques including utilizing covered water butts attached to sheds and greenhouses and mulching the soil.

3.7 Structures

3.7.1 Written consent from HPC is required to erect or place on the allotment any structure other than a shed, a greenhouse or a poly tunnel. Such structures must be well maintained and must not interfere with neighbouring plots or residential properties.

3.7.2 HPC may order the removal of any structure that has not been approved or is not well maintained.

- 3.7.3 Tenants must remove from their allotments any damaged items and debris.
- 3.7.4 Tenants must not enclose their plots with fencing or use barbed wire in any circumstance.
- 3.7.5 HPC will not be held liable for any theft, vandalism or storm damage in relation to produce or items on the allotments.

3.8 Livestock

- 3.8.1 Written consent from HPC is required to keep any livestock, including hens, rabbits and bees, on an allotment. Consent will only be given provided that it is not prejudicial to human health or animal welfare, and not likely to constitute a nuisance to surrounding plot holders or residents. Tenants will be required to maintain stringent animal welfare conditions, and to comply with HPC guidelines on minimum standards with regard to housing, food, water, animal husbandry, health and welfare.
- 3.8.2 Please see Beekeeping Agreement in **Appendix 1**.
- 3.8.3 Please see Poultry Agreement in **Appendix 2**

3.9 Dogs

- 3.9.1 No animals are to be brought into any allotment garden, except for dogs on leads.

3.10 Cars

- 3.10.1 No caravans or cars are permitted on allotment plots. Limited parking for cars may be available on site, depending on ground conditions. Cars may only be parked in allocated areas. Tenants are expected to park on neighbouring roads with due consideration for neighbours, avoiding blocking entrances to properties.
- 3.10.2 At the Hensill site, subject to suitable ground conditions, cars may park on the grassed area at the top of the allotments, within the allotment perimeter. There is no right to park in the residents' car park adjacent to the site, or in the layby at the front of the adjoining properties.

3.11 Security

- 3.11.1 Tenants are responsible for keeping entrance gates closed after entering and leaving the allotment site.
- 3.11.2 HPC has the right to refuse admittance to any person other than the tenant or member of their family, unless accompanied by the tenant or member of the family.
- 3.11.3 Tenants are not to cause a nuisance to other tenants, or occupants of neighbouring properties.

3.12 Tenants' circumstances

- 3.12.1 Prospective tenants must be residing in the Parish before being offered a plot or being placed on the waiting list.
- 3.12.2 Any tenant who moves out of the Parish is required to relinquish their allotment(s) by the end of the tenancy year.
- 3.12.3 HPC reserves the right to take into account the level of demand in allocating plots; to prioritise new prospective tenants over existing tenants and to limit new allocations on the basis of one plot per household.

3.12.4 Tenants must inform HPC immediately of any change of address.

3.13 Disputes

3.13.1 Any dispute between tenants or between tenants and adjoining householders should be referred to HPC whose decision on the matter shall be final.

4 Enforcement of the tenancy.

4.1 For the purposes of management and maintenance, an officer of HPC may, at any time, enter the allotments to carry out plot inspections.

4.2 If the tenancy is breached HPC may initiate the 28 Day Notice to Quit Enforcement Process. This is as follows:

- a) "Enforcement Notice 1", sent by post to the tenant, requires the tenant to contact HPC to confirm whether they wish to continue their occupation of the plot and, if so, that they will remedy the breach of the tenancy within 14 days or provide an account of any extenuating circumstances;
- b) HPC will inspect the plot 14 days after issuing Notice 1 to establish whether the breach has been remedied;
- c) If, within 14 days, the tenant does not respond to Enforcement Notice 1 HPC will send by post to the tenant "Enforcement Notice 2" giving the tenant a further 14 days to remedy the breach of tenancy or advise of any extenuating circumstances;
- d) HPC will inspect the plot 14 days after issuing Notice 2 to establish whether the breach has been remedied;
- e) If, within the further 14 day period the tenant does not respond to Enforcement Notice 2, or remedy the breach, HPC will automatically terminate the tenancy.

4.3 HPC may terminate the Notice to Quit Enforcement Process at any time within the 28 day notice period providing the breach of tenancy is remedied.

4.4 Any notice given by HPC in respect of this agreement shall be sufficient if sent by post to the last known address of the tenant.

5 Termination of the tenancy.

5.1 The tenancy of the allotment plot shall automatically cease in any of the following circumstances;

- a) On the death of a tenant;
- b) On the rent, or any part of it, being in arrears for more than 40 days;
- c) If the tenant has not responded to HPC or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.

5.2 A Termination letter will be sent to the tenant (or, in the case of 5.1 (a) to their representative) stating the reasons why the tenancy has been terminated and giving 10 days (or as otherwise determined by HPC) to remove their property and any crops from the plot.

5.3 In the event that the tenant refuses or is unable to undertake the work necessary to return the plot free of all possessions and rubbish, HPC reserves the right to carry out the necessary work and reclaim the costs incurred from the tenant.

5.4 HPC will not reimburse tenants for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.

6 Tenancy review & amendments

6.1 HPC reserves the right to review and amend, if necessary, the forgoing rules and regulations at any time.

7 IN WITNESS whereof HPC and the Tenant have executed this Agreement as a Deed the day and year above appearing

SIGNED as a Deed by the duly authorised officer
of HAWKURST PARISH COUNCIL

.....

SIGNED as a Deed by the said Allotment Holder

.....

AGREEMENT AND CONDITIONS FOR BEEKEEPING ON ALLOTMENT SITES

1. Beekeeping Sites

Bee keeping on allotments may be restricted to certain plots which will be determined on application. Issues may arise where bees are to be kept close to residential property which will not be allowed.

2. Consent

2.1 Bees shall not be kept on any allotment until the tenant has received permission from the Parish Council. Applications should be submitted in writing enclosing a copy of the applicant's British Bee Keeping Association (BBKA) course certificate and details of their public liability insurance

2.2. The Allotment Officer will then carry out an inspection of the site together with the tenant and, if possible, a representative of the BBKA, with a view to determining the application

2.3 The tenant must ensure that other allotment holders, particularly those nearby, are in agreement with keeping bees which will also help to reassure them that they will be safe.

3. Duty of Care

3.1. Allotment beekeeping needs the co-operation of tenants to avoid problems. Keeping bees requires the tenant to attend a BBKA (British Bee Keeping Association) accredited basic examination course or similar and must hold a course certificate to confirm this.

3.2 Hives must be placed to avoid the bees flying towards paths and roads, and where possible have the entrance placed facing South East. This helps the bees to become active earlier in the day. Tenants must provide screening around the hive ensuring that the entrance is open to aid and direct the bees' flight path.

3.3 Plots with bees must have a suitable sign/notice with the beekeeper's name and contact details (phone numbers) in case of emergencies

4. Insurance

4.1 The tenant beekeeper must provide evidence of public liability insurance in respect of their beekeeping activities to the Allotment Officer.

5. Bee Hives

5.1. Tenants can only keep two hives on their allotment, which may increase up to a maximum of 4 hives in the in the course of normal beekeeping season and must reduce to 2 hives for the winter.

6. Swarming

6.1. Most honey bee colonies try to swarm; this is a crucial reproductive activity for honey bees. The tenant as beekeeper must inspect the bees regularly during the swarming season, which can be between April and September. The beekeeper should advise other tenants of the allotments about this procedure to ensure they are aware of any danger.

6.2 If the bees do swarm, tenants should be advised not to be unduly alarmed as the bees normally settle down after one hour or so and can be recaptured once they have settled. Honey

bees are not additionally aggressive when they swarm and should not be confused with “killer bees” known as Africanised honey bees.

7. Water

7.1 Bees need water in the flying season and it may need the co-operation of other allotment holders to temporarily cover over ponds to alter their flight path. Bees prefer old/dirty water and water carriers may be attracted to ponds or other water sources on the allotments

8. Unattended Hives

8.1 Beekeepers must not use allotments as storage space for equipment that does not contain bees. If you are away on holiday or unable to visit then you must ensure your bees are being looked after and inspected regularly in the swarming season. You must provide details of this person to the Allotment Officer.

9. Diseases

11.1 The tenant beekeeper must register all hives with National Bee Unit. Go to www.nationalbeeunit.com to register. If the tenant suspects the bees have a notifiable disease, they must legally inform the National Bee Unit and their local seasonal bee inspector or Regional Inspector (contacts are: Seasonal Officer – [] or Regional Officer – []).

12. Sale of Honey

12.1. The tenant beekeeper must not display any notices advertising that honey is available for sale on the Allotment Site.

13. Withdrawal of Consent

13.1 The Council may withdraw the permission to keep bees, giving 14 days notice to remove the hives if:

- The tenant beekeeper contravenes any of the above conditions.
- The tenant beekeeper contravenes any conditions within the Allotment Tenancy Agreement.
- Substantiated information is received that requires a review of the arrangements.
- A new allotment tenant takes a nearby plot then provides medical evidence that they are allergic to bee stings

14. Further Information

Tenants can obtain further information from the places listed below:-

- www.britishbee.org.uk
- www.gobeeking.com
- www.bee-keeping.co.uk
- www.beeginners.info
- www.Bee-craft.com/beekeeping
- www.beginningbeekeeping.com
- www.nationalbeeunit.com

Beekeepers will be required to join a beekeeping association to obtain suitable liability and disease insurance

I hereby accept and agree to abide by the additional Conditions of Tenancy laid down by the Hawkhurst Parish Council for the Keeping of Bees on Allotments.

Signed _____

Dated _____

The Council hereby accepts the above signatory, as a beekeeper, upon adherence to conditions set out above and in the Allotment Tenancy Agreement

Allotment Site _____ Plot No _____

Signed _____ Designation _____

ALLOTMENT POULTRY KEEPING AGREEMENT

This document provides guidance on the minimum standards required of tenants who keep poultry on Hawkhurst Parish Council's allotments.

1. Terms

Allotment

- Allotment sites owned by Hawkhurst Parish Council.

Hens

- Hens kept for the purpose of laying. For the avoidance of doubt, this excludes cockerels, other fowl or birds.
- Cockerels, other fowl, birds or any other animal may not be kept in the allotment .

Tenant

- A person who holds a tenancy of an allotment.

Parish Council

- Hawkhurst Parish Council.

2. Review of agreement

2.1 The Parish Council reserves the right to review this agreement As is reasonably Required. Before implementing any changes, the Parish Council will notify the tenant of such changes in writing.

3. Tenancy

3.1 Any person keeping hens on the allotment must be a tenant and is bound by the allotment conditions of tenancy, and all relevant laws, in force for the time being, in addition to the terms and conditions contained in this agreement. The tenant accepts that all costs and expenses incurred for the keeping of any hens on any plot in the allotment will be met by the tenant.

4. General

4.1 The Parish Council reserves the right not to allow or to withdraw its agreement on the keeping of hens on any allotment plot where it is reasonable to do so.

4.2 The most important consideration is the welfare of the hens. In meeting the basic physiological and behavioural needs, the following must be provided by the tenant under the **Animal Welfare Act 2006**:

- a suitable environment for the hens.
- a suitable diet and clean, fresh water.
- to allow the hens to exhibit natural behaviour.
- to house social hens with others
- to protect hens from pain, injury, suffering and disease.

4.3 The minimum size of plot on which hens may be kept on is 125 square metres.

5. Registration and inspection

5.1 Tenants are required to register their hens with the Parish Council in writing, stating the number of hens (up to a maximum of 10) to be kept and confirming their agreement to follow the terms and conditions in this agreement in full.

5.2 Failure to register hens or to comply with any term or condition in this agreement may result in the termination of a tenant's allotment tenancy.

5.3 If tenants choose to keep hens on their allotment plot they must check on them daily, provide competent care and management, and have the knowledge and skills to ensure the well-being of the hens. In addition, tenants are expected to keep hens under proper control to avoid disturbance to others.

5.4 An authorised representative of the Parish Council has the right to inspect hens in the allotment at any time. This includes a right of entry to the plot and any structures thereon. If the Parish Council or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable costs of vets or other official inspections will be passed to the tenant for payment.

5.5 All deaths of hens are to be recorded by the tenant and reported to the Parish Council immediately. All dead hens must be disposed of according to the **Animal By-Products Regulations 2003** (or any legislation replacing or superseding it). The only disposal route is (as **Category 2 – ABP Waste**) to an approved incineration or rendering plant, for which the tenant may incur a charge. When more than one hen dies at the same time (for the purposes of this part of this agreement, the term "at the same time" means within 60 hours of the death, or discovery of the death (whichever occurs last) of any other hen) the hen must be taken to a vet for disposal after post-mortem examination to rule out disease.

6. Disease control

6.1 Any sick or injured hens must be removed from the allotments by the Tenant immediately and treatment sought without delay. The Tenant must tell the Parish Council of the name and address of the Veterinary Surgeon who examined the hen or hens. The cause of disease or injury will be identified and remedial action taken by the Tenant. Any national disease prevention and/or control programme in force for the time being, must be adhered to by the Tenant.

7. Animal husbandry

7.1 The number of hens to be kept on any allotment plot per tenant shall be a maximum of 10.

7.2 The area given over to the hens on any allotment plot must be protected from predators such as foxes by suitable fencing around the hen house and run area. The only acceptable form of fox control on an allotment is a commercial repellent.

7.3 To minimise potential nuisance caused to local residents, the hen house and run on any plot should be sited a minimum of 3.1 metres (10 feet) from adjacent boundaries abutting residential properties. Furthermore, the tenant shall meet the following standards:

- Fresh water must be provided and changed daily. Young chicks must be provided with suitable drinkers which prevent them climbing in and drowning.
- The cost of any vermin control associated with the keeping of hens will be met by the tenant responsible.
- The tenant will be responsible for the removal from the allotments of all arisings and waste material, including material used for bedding.

- All hen feed is to be kept in a suitable rat proof container.

8. Improvement notice

8.1 Where it is deemed necessary by the Parish Council to effect improvements to the accommodation of overall keeping of a hen on any allotment plot, in the interest of welfare of any hen kept, then reasonable notice in writing will be given by the Parish Council to the tenant accordingly (in the case of urgency, immediate rectification may be required). Such notice will specify the nature of the improvements required and give a reasonable timescale for the improvements to be made by the tenant. Failure to comply with such a notice will be considered a breach of this agreement and may result in termination of an allotment tenancy.

9. Termination

9.1 Failure to comply with the terms set out in this agreement can lead to the tenancy of any allotment plot being terminated.

TENANT

I have read and agree to comply with the Parish Council's poultry keeping terms and conditions.

PRINT NAME.....

SIGNED.....

SITE AND PLOT NO..... **DATE**.....

PARISH COUNCIL

The Parish Council hereby accepts the above signatory as a Tenant who has been granted permission to keep poultry upon the allotment plot as set out above.

Signed:

..... **DATE**

Parish Council representative

On behalf of:

Hawkhurst Parish Council, The Office at the Moor, The Moor, Hawkhurst, Kent TN18 4NT

ADDITIONAL INFORMATION:

NAME:

ADDRESS:
.....
.....

DAYTIME TELEPHONE NUMBER:.....

VETS BUSINESS NAME:.....

VETS ADDRESS:
.....
.....

VETS TELEPHONE NUMBER:

NAME OF EMERGENCY CONTACT PERSON:
.....

DAYTIME TELEPHONE NUMBER EMERGENCY CONTACT:
.....

PLEASE DRAW THE LOCATION OF THE HENHOUSE/RUN WITHIN THE BOUNDARIES OF THE PLOT AND IN LOCATION TO ANY OTHER PERMANENT STRUCTURES IN THE SPACE BELOW: