



Appendix 3(ii)

NEW ROMNEY TOWN COUNCIL



ALLOTMENT GARDEN TENANCY AGREEMENT

THIS AGREEMENT made on the [insert date] day of [insert month] 20.....

BETWEEN 1. **New Romney Town Council** of Town Hall, High Street, New Romney, Kent TN28 8BT (“the Council”) and

[insert full name of tenant] of [insert full address of tenant] (“the Tenant”)

By which it is AGREED that:

- 1.0** The Council shall let to the tenant the Allotment Garden situate at Church Lane Allotment Gardens Site, Church Lane, New Romney, Kent (“the Allotment Gardens Site”) and referenced as Plot No. In the Council’s Allotment Gardens Register (“the Allotment Garden”).
- 2.0** The Council agrees to let and the Tenant agrees to take the Allotment Garden for a term of one year commencing on the [insert date] day of [insert month] 20.... and thereafter from year to year unless determined in accordance with the terms of this tenancy agreement.
- 3.0** The Tenant shall pay on commencement of this tenancy an initial yearly rent of £[insert annual pro-rata charge] – for the first year and thereafter such rent as shall be determined by the Council on or before the 1st day of March in each year and notified to the Tenant in writing
- 4.0** Such rent shall be payable on the 1st April in each year whether formally demanded or not during the continuation of this tenancy without any deductions whatsoever.
 - 4.1** If a stopcock key is required by the Tenant during the course of the tenancy, they shall deposit the amount of £10.00 or such other amount as shall be determined from time to time by the Council acting reasonably with the Council on demand.
 - 4.2** If required by the Council, the Tenant shall pay a Plot Clearance Deposit in the amount of £100.00 or such other amount as shall be determined from time to time by the Council acting reasonably with the Council on demand.
 - 4.3** Any costs incurred by the Council in respect of the replacement of the stop cock key or for clearance/removal of items such as unserviceable sheds, wood, plastic, glass or other rubbish from the plot following termination/surrender will be

deducted from the relevant deposit and any money not so expended shall be repaid to the Tenant on their vacating the Allotment.

4.4 The Council reserves the right to recover any further costs incurred by them in excess of the deposits held from the vacating Tenant; such additional costs shall be due and payable within seven days of a written demand.

4.5 Where any tenancy created by this Agreement has replaced a previous tenancy under an Agreement that was extant prior to 15th June 2015 there shall not be a requirement for the payment of a Plot Clearance Deposit. However, any costs incurred in clearance of the Allotment Garden as detailed in paragraph 4.4 above will be directly re-charged to the vacating Tenant.

- 5.0** The Tenant shall not under any circumstances underlet, assign or part with the possession of the Allotment Garden or any part thereof.
- 6.0** The Tenant shall reside within the District of Folkestone & Hythe in Kent during the tenancy and shall notify the Council in writing forthwith of any change of address.
- 7.0** The Tenant shall keep the Allotment Garden clean from litter and other debris, free from weeds and otherwise maintain it in a good state of cultivation and fertility and good condition and shall keep any path included therein or abutting thereon reasonably free from weeds.
- 8.0** The Tenant shall not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens within the allotment gardens site.
- 9.0** The Tenant shall not under any circumstances erect any barbed wire; nor shall they erect any fencing with the exception of permitted wire mesh rabbit fencing to the maximum permitted height of 1.0 metre around the perimeter of the Allotment Garden.
- 10.0** The Tenant shall maintain and keep in good repair any permitted rabbit fencing - including any gate that has been installed and thereby forms part of the Allotment Garden.
- 11.0** The Tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family only.
- 12.0** The Tenant shall not sell or undertake any business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden or within the boundaries of the allotment gardens site.

- 13.0** The Tenant shall not, without the previous consent in writing of the Council, plant any trees or fruit bushes or any crops which require more than twelve months to mature.
- 14.0** The Tenant shall ensure that any dog brought onto the Allotment Gardens Site and / or into the Allotment Garden is securely held on a leash and that any dog fouling is cleared and disposed of in the appropriate manner.
- 15.0** The Tenant shall not keep animals or livestock of any kind upon the Allotment Garden, except hens or rabbits to the extent permitted by the Allotments Act 1950 s12.
- 16.0** Except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in 15.0 above (subject to the Tenant first obtaining any necessary planning permission), the Tenant shall not erect a shed or other building or structure on the Allotment Garden without first obtaining the Council's express written consent and, if appropriate, planning permission.
- 17.0** When using any sprays or fertilisers, the Tenant shall:
- 17.1** take all reasonable care to ensure that any adjacent or adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, shall make good or re-plant as necessary and
- 17.2** shall comply at all times with current regulations.
- 18.0** The Tenant shall not cut, lop or fell any tree growing within the Allotment Gardens Site nor take, sell or carry away from the site any mineral, gravel, sand, earth or clay without first obtaining the Council's express written consent and, if appropriate, any relevant planning permission.
- 19.0** The Tenant shall not park any motor vehicle on any part of the Allotment Gardens Site other than within the allocated parking area adjacent the vehicular entrance gate, with the exception of blue badge holders, who may, where appropriate and possible to do so, park a car adjacent to their plot for the purpose of loading and unloading only and with blue badge prominently displayed at all times.
- 20.0** The Tenant shall be responsible for ensuring that any person present in the Allotment Garden, with or without the Tenant's permission, does not suffer personal injury or damage to their property.
- 21.0** The Tenant agrees that the Council shall have the right to refuse admittance to the Allotment Garden to any person other than the Tenant or a member of their family unless accompanied by the Tenant or a member of his family.

- 22.0** The Tenant shall permit any Council Officer or other agent or representative of the Council to enter onto the Allotment Garden and inspect the condition thereof and of any building or structure erected or being erected thereon.
- 23.0** The Tenant shall, at all times during the tenancy, observe and comply fully with all terms and conditions of tenancy as detailed in this Agreement.
- 24.0** The Tenant shall, at all times during the tenancy, observe and comply fully with any and all additional rules that the Council may make or revise for the regulation of the Allotment Garden and the Allotment Gardens Site as well as all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Garden.
- 25.0** The Tenant shall yield up the Allotment Garden at the determination of the Tenancy hereby created in such condition as shall be in compliance with the terms and conditions as detailed herein, removing all wood, plastic, glass and other material from the Allotment Garden and the Allotment Gardens Site and removing any shed or other structure, except in the case of any shed and / or water butt which may be in a serviceable condition which may, with the express written permission of the Council, which must be obtained not less than 21 days before the date of vacation, be left on the Allotment Garden.
- 26.0** The Tenant observing and performing all terms, conditions and obligations on their part contained in this Agreement, including any and all additional rules that the Council may make or revise for the regulation of the Allotment Garden and the Allotment Gardens Site, shall be permitted by the Council to peaceably use and enjoy the Allotment Garden without any interruption by the Council or any person claiming under or in trust for the Council.
- 27.0** This Tenancy shall determine on the day for payment of rent next after the death of the Tenant and may also be determined in any of the following circumstances:
- 27.1** by either party giving to the other twelve months' previous notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year;
- 27.2** by the Council giving to the Tenant twelve months' previous notice in writing where the Tenant relocates outside of the boundaries of the District of Folkestone & Hythe in Kent, in accordance with the Town Council's adopted Letting Policy.
- 27.3** by re-entry by the Council at any time after giving three months previous notice in writing to the Tenant on account of the Allotment Garden being required **(i)** for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or **(ii)** for building, mining or any

other industrial purpose or for any roads or sewers necessary in connection with any of those purposes;

27.4 by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if:

27.4.1 the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or

27.4.2 it appears to the Council that there has been a breach of the terms and conditions and obligations on the part of the Tenant herein contained and including any and all additional rules that the Council may make or revise for the regulation of the Allotment Garden and the Allotment Gardens Site; or

27.4.3 the Tenant shall become bankrupt or compound with their creditors.

28.0 Any notice required to be given by the Council to the Tenant may be signed by the Town Clerk or, in her absence, the Deputy Town Clerk, for the time being and may be sufficiently served on the Tenant if delivered personally to the Tenant or by leaving it at their last known place of abode or by sending it by prepaid post addressed to them there or by fixing the notice in a conspicuous manner on the Allotment Garden AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Clerk of the Council for the time being.

Signed (TENANT)

Date

Signed (ON BEHALF OF NEW ROMNEY TOWN COUNCIL)

Date

PRIVACY STATEMENT

Your Personal Data will be retained by New Romney Town Council for the sole purpose of dealing with any matters relating to your Allotment Tenancy and for no other reason. It will be stored securely in accordance with the Town Council Data Protection Policy.

The Type of Personal Data we process for this purpose includes: name, address, contact details (email address, telephone number), unique identifiers (signature, evidence of identity and / or eligibility - such as copy of Council tax bill).

We will keep your Personal Data for the duration of your Tenancy and for as long as it is reasonably required thereafter to ensure all matters relating to your Tenancy have been concluded.

The lawful basis for processing personal data in accordance with GDPR Article 6(1)(a)(b) and (c) (Data Protection Act 2018) is:

- Consent: the Personal Data is collected and processed with your consent.
- Contract: the processing is necessary for a contract we have with you or because you have been asked to take specific steps before entering into a contract.
- Public Task: the process is necessary for us to perform a task in the public interest or for our official functions and the task or function has a clear basis in law.

We will not share the Personal Data you have provided relating to your Allotment Tenancy with any other organisation.

Obligation to provide Personal Data / Right to Withdraw Consent:

- You have an obligation to provide all required Personal Data if you wish to be provided with a New Romney Town Council Allotment Garden Tenancy. If you do not wish to provide the required Personal Data we will not be able to enter into a contract with you for an Allotment Tenancy or if you later wish to withdraw consent we will need to terminate your Allotment Tenancy.

You have the right to access the personal information that we hold about you. You can do this by contacting the Town Council's Data Information Officer: town.clerk@newromney-tc.gov.uk

If you believe that the personal information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: town.clerk@newromney-tc.gov.uk

If you wish to make a complaint about the way your personal data has been processed by the Town Council, please contact: town.clerk@newromney-tc.gov.uk

You may also submit a complaint to the Information Commissioner's Office: casework@ico.org.uk

For more information about your rights, please see the Council's Privacy Statement on the New Romney Town Council website.

Appendix 3(iii)

NEW ROMNEY TOWN COUNCIL



ADDITIONAL RULES OF TENANCY AS SET DOWN BY NEW ROMNEY TOWN COUNCIL - AND WHICH MAY BE REVIEWED AND AMENDED FROM TIME TO

TIME - FOR THE REGULATION OF CHURCH LANE ALLOTMENT GARDENS, NEW ROMNEY AS REFERRED TO IN PARAS. 24.0 AND 26.0 OF THE TENANCY AGREEMENT.

V2.0 Dated 17th March 2021

1.0 Rude, unreasonable, aggressive or intimidating behaviour of any nature (physical, verbal or written) towards any Member of the Council or towards any Council Officer or member of staff will not be tolerated. Any incidence of such behaviour will result in the termination of the tenancy of the Allotment Garden.

2.0 Allotment Garden Plots situated at Church Lane Allotment Gardens, New Romney, are available to residents of the District of Folkestone & Hythe, subject to prioritisation in favour of residents of the Parish of New Romney in accordance with the Town Council's adopted Letting Policy.

3.0 Tenants shall not deposit or allow others to deposit on the Allotment Gardens Site any refuse or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation and which is stored within the boundaries of the Tenant's Allotment Garden or within the community compost store adjacent the car parking area)

4.0 Tenants shall not place any matter in any hedges, ditches or dykes situated within the boundaries of the Church Lane Allotment Gardens Site or in any adjoining land.

5.0 Tenants shall not erect any notice or advertisement within their Allotment Garden or on the Allotment Gardens Site other than in the community noticeboard (which may require the permission of the Allotment Association).

6.0 The lighting of Bonfires or burning of materials is **NOT** permitted within the boundaries of any individual Allotment Garden, including the burning off of grass and weeds in the process of preparation for cultivation.

6.1 Bonfires are **only** permitted to be lit within the allocated parking area adjacent the main vehicular entrance and at such times as there are **NO** vehicles present on site in the vicinity of the car parking area.

6.2 Any bonfire **MUST** be appropriately contained in a metal container such as an incineration bin.

6.3 No Tenant may light a bonfire unless there are two persons present and monitoring the fire at all times. The bonfire must **NOT** under any circumstances be left unattended.

6.4 Tenants **MUST** ensure that any bonfire lit in accordance with the rules as detailed above is **FULLY EXTINGUISHED** before leaving the site.

7.0 **NOT** without the prior consent in writing of the Council shall any Tenant keep bees within the Allotment Gardens Site AND, in regard to the keeping of bees for which consent has been granted, the Tenant shall keep the bees strictly in accordance with New Romney Town Council's Policy on Bee-keeping.*

8.0 **NO** bees shall be kept on any individual Allotment Garden Plot but **ONLY** in a designated, fenced-off area, in accordance with Council's Policy on Bee-Keeping*

*Available at the Town Hall for perusal on request.

9.0 No glass structures (including greenhouses or shed window/roofing) are permitted to be erected within any Allotment Garden -

10.0 All Tenants must ensure that the gate through which they exit the Allotment Gardens Site is securely locked upon departure.

11.0 Except in exceptional circumstances, no consent will normally be given for the siting of a shed or similar structure in excess of 6ft x 4ft (182cm x 119cm).

12.0 All Tenants must ensure that hosepipes are disconnected from the standpipe and not left in a communal pathway, when not in use.

13.0 Any act or omission by any Tenant that results in a loss of income to the Town Council may result in termination of Tenancy.