



EDENBRIDGE

TOWN COUNCIL

TENANCY AGREEMENT FOR SWAN LANE ALLOTMENT GARDENS (That is plots up to 40 poles or 0.101 hectares, for domestic cultivation only)

THIS AGREEMENT is made between _____ (the tenant) of _____,
Edenbridge, Kent TN8 ____ and Edenbridge Town Council, of Doggetts Barn, 72A High Street,
Edenbridge, Kent ('the Council'), by which it is agreed that:

1. The Council shall let to the Tenant the Allotment Plot situated at Swan Lane Allotment Garden site, off Swan Lane, Edenbridge, and referenced as no ____ in the Allotment Register ('the Allotment Plot').
2. The Council shall let the Allotment Garden to the Tenant for a term of one year commencing on the 1st day of April 2025 and thereafter from year to year unless terminated or not reviewed in accordance with the terms of this tenancy.
3. The Tenant shall pay a yearly rent of £22.70 per plot/£11.35 per half plot (to be reviewed annually) whether demanded or not which shall be payable in full on the 1st day of April 2025 and for every year after the first year of the tenancy on the 1st day of April. Notice of any increase in rent will be available from the Council on the 1st of January each year.
Tenancy fees are agreed annually by the Council and increase in line with the Retail Price Index (RPI) rate at the time of the review.
4. Effective from April 2025 onwards, all new plot holders will be required to pay a £50 deposit at the commencement of their tenancy. This deposit will be refunded in full at the end of the tenancy, subject to the plot being returned in a clean, tidy, and well-maintained condition, ready for the next tenant. The decision to return the deposit will be at the sole discretion of the Council, based on an inspection of the plot at the end of the tenancy.
5. The Tenant is advised that the Council oversees the day-to-day management, and any issues should be raised to the Council (via the Open Spaces Officer).
6. The Tenant shall use the Allotment Plot only for the cultivation of fruit, vegetables and flowers for use and consumption by him/herself and his/her family and friends.
7. The Tenant shall not sell or undertake business in respect of the cultivation and production of fruit, vegetables, and flowers on the Allotment Plot.
8. The Tenant shall reside within Edenbridge parish during the tenancy except by prior agreement.
9. During the tenancy, the Tenant shall:
 - a) keep the Allotment Plot clean, and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to other tenants or to the owners or occupiers of land adjoining the Allotment Gardens;
 - c) not keep livestock or poultry on the Allotment Plot other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;

- d) not bring animals to the Allotment Gardens, except those referred to in c) above, apart from a dog under strict control and kept on a lead at all times;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Plot;
 - f) not, except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in c) above, erect a shed, greenhouse, or other building or structure on the Allotment Plot, other than in accordance with the Council's Temporary Structures policy. *A copy of this policy is annexed to this agreement.*
 - g) not fence the Allotment Plot without first obtaining the Council's written consent;
 - h) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - i) not plant any tree (other than dwarf fruit trees), shrub, or hedge without first obtaining the Council's written permission;
 - j) not cut, lop or fell any tree growing in the Allotment Gardens site without first obtaining the Council's written consent and, if appropriate, planning permission;
 - k) permit an inspection of the Allotment Plot at all reasonable times by the Council's employees or agents;
 - l) not to use, keep or deposit any items on the Allotment Gardens site perimeter land. These should be kept clear and are not for storage, water butts or depositing debris;
 - m) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another Tenant;
 - n) be issued with combination codes for entrance to the site and use of the facilities. It is the Tenant's responsibility to ensure that the gate remain locked at all times and that other doors are relocked after use. These codes are issued for the Tenant's use only.
10. The Tenant shall observe additional rules that the Council may make or revise for the regulations and management of the Allotment Gardens and individual Allotment Plots.
11. The Council shall pay all rates (including water rates), taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Gardens.
12. 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 6th day of April or on or after the 29th day of September in any year.
13. The tenancy may be terminated by the Council by service of one month's written notice on the Tenant if:
- a) the rent is in arrears for 40 days or;
 - b) three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 - c) the Tenant lives more than one mile outside Edenbridge Parish except by prior agreement.
14. If the Tenant shall have been in breach of any of the foregoing clauses or on account of the Tenant becoming bankrupt, the Council may re-enter the Allotment Plot and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
15. The termination of the tenancy by the Council in accordance with clause 13 or after re-

entry by the Council in pursuance of its statutory rights, shall not prejudice the Tenant's statutory rights to compensation.

16. The tenancy may be terminated by the Tenant serving on the Council not less than two months' written notice to quit.
17. On the termination of the tenancy, the Tenant shall remove any shed, greenhouse or other building or structure erected on the Allotment Plot unless the Council agrees otherwise, which shall be confirmed in writing to the Tenant, and shall remove all debris, leaving the Plot tidy and ready for a new Tenant to take over. Where an Allotment Plot has not been cleared, the Council reserves the right to charge the tenant the costs of clearing and making good the plot.
18. Any written notice required by the tenancy shall be sufficiently served if left at the parties address or sent by Royal Mail Signed For Post to the Town Council. Any notice to be served by the Tenant shall be addressed to the Council's Clerk and may be emailed to openspaces@edenbridgetowncouncil.gov.uk.
19. The Town Council reserves the right to terminate this Agreement at any time to any Tenant who does not comply with this Agreement. Refunds will not be given.
20. This agreement has been prepared in line with The National Association Of Local Councils Allotment Gardens model guidelines.

Once completed and signed (below) this Agreement is to be returned to the Open Spaces Officer, Edenbridge Town Council

Signed by:

Tenant: Date:

On behalf of Edenbridge Town Council:
Town Clerk or Open Spaces Officer

Full Plot / Half Plot

Appendices: Temporary Structures Policy

The information collected by Edenbridge Town Council, on this form, will be used to process your tenancy agreement. Edenbridge Town Council is the Data Controller for the purpose of the General Data Protection Regulation 2018 (GDPR). You can find out more about how we use your data from the 'Privacy Notice' from the Council Office or on our website <http://www.edenbridgetowncouncil.gov.uk/policies/website-policy/> By signing this document you are confirming that you have read our privacy notice and agree for us to process your personal data.