



Dover Town Council
TENANCY AGREEMENT FOR ALLOTMENTS HOLDERS
(For domestic cultivation only)

A. ELIGIBILITY CRITERIA

- Tenants must be aged 18 and over.
- Tenants must be residents of Dover (*as evidenced by an entry on the Electoral Register as at 1/1/25*)
- Only one Allotment Plot per address or household is permitted (*only exception is in the case of an HMO*)
- Plots can be rented either individually or in joint names.

(NB. Partial year or re-lettings will be subject to proof of residency and/or an entry on the Electoral Register)

THIS AGREEMENT made the 1st day of April 2025, between the Dover Town Council (hereinafter called “the Council”) andof..... (hereinafter called “the Tenant”)

The Council agrees to Let, and the Tenant agrees to take on a tenancy for one year only, from 1st April 2025 for the Allotment Garden numbered at site. The area of this plot is up tosquare metres. The annual rent is £..... plus £water charge is payable yearly in advance.

B. THE TENANT AGREES WITH THE COUNCIL TO THE FOLLOWING TENANCY CONDITIONS:

1. To pay the basic rent and the water charge if applicable, prior to the commencement of the tenancy and any additional charges as the Council may from time to time by notice to the Tenant specify.
2. The Tenant shall remain responsible and liable for any acts or omissions by the Tenant, and/or any person invited onto the site by the Tenant, leading to a claim against the Council.
3. The Tenant must observe and fully comply with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the plot.
4. The Tenant must permit any member, officer or agent of the Council at any time to enter and inspect the plot, providing a copy of any key necessary or combination code needed, for this purpose to the Council, when requested.
5. Allotments are inspected regularly. If a plot is not being managed in accordance with this license, the Council will write to the Tenant to notify of the breach(es) and failure to rectify the breach(es) will lead to termination with no refund given.
6. For contact purposes, Tenants must inform the Council of any change of postal or e-mail address within 7 working days of the change and always provide up-to-date emergency telephone contact details.
7. The Council will not accept any responsibility for theft, loss or damage of property or physical harm caused by a tenant’s negligence however caused. Tenants are not permitted to leave valuables on any allotment garden. Tenants are obliged under the terms of this licence to inform the Police and the Council of any theft, vandalism or damage.
8. Tenants must not sub-let, share, assign or part with any part of the plot. This shall not prohibit another person authorised by the Tenant, from cultivation of the plot, when the Tenant is incapacitated by illness or is on holiday. Any

such arrangement must be for no longer than three months, and details of this, should be provided to the Council. The Tenant remains responsible for the safe exchange of the site gate key, the sites security and conduct of any 3rd party during such an arrangement.

9. Tenants must not damage or interfere with, by any acts or omissions, nor to allow any others to do so, any fences, gates, signs, taps or other property of the Council or other plot holders on or adjacent to the site of which the allotment is part.
10. Tenants must not erect any notices, advertisements, flags or flag poles on the plot or around the site.
11. Tenants must not bring to or keep on the plot any metal sheeting, tins, drums, barrels, tyres or other such items. Only non- metal water barrels/tanks to be used for composting and/or collection of rainwater. No items that are not directly for cultivation purposes, can be brought onto site or stored within structures on a plot.
12. Tenants must not deposit, or allow deposit of, anywhere on the site, domestic waste, refuse, spoil, scrap metal, tyres or other materials, excepting only manure in such quantities as is reasonably required for cultivation. Compost & manure must be kept in safe & suitable containers. Carpets may not be used as a method of weed control. All rubbish & waste must be removed regularly by the tenant from the site. Tyres found on an allotment will be removed and the tenant. charged £10 per tyre for the disposal. The persistent presence of prohibited materials will be deemed as a breach of this licence.
13. Tenants must not erect any fencing on or around the plot, without prior consent from the Council. Consent will only be considered for safe permitted materials no higher than 1m. Maintaining the fence remains the responsibility of the Tenant and must be removed at the Councils request. Under no circumstances must barbed or razor wire, corrugated metal of any kind or any material containing asbestos be used.
14. Well behaved dogs can be brought onto site, if Tenants ensure they are kept on a leash. If a dog can be contained securely within the tenant's own plot, with fencing and a gate, then the dog can be unleashed. Dogs must not be allowed to run around sites. Tenants must clear away immediately from site any faeces which may arise.
15. Tenants are permitted to dig soil for planting and preparation purposes only. Any excavation for non-cultivation purposes, such as installation of a structure, or creating a small pond is prohibited without prior written consent from the Council. Tenants must not leave any hole or pond uncovered or unprotected that is liable to cause a hazard to any person or animal.
16. Bonfires are limited to the hours after dusk or 6pm whichever is earlier. Any bonfires must be of a small size, and must be contained in an appropriate container such as an incinerator, attended constantly and properly banked down when finished and before leaving the Site. Only allotment waste that cannot be used for composting can be burnt. No naked flames may be used to eradicate weeds/foilage. The Tenant shall not bring or allow to be brought on to the Site any materials for the sole purpose of burning.
17. No alcohol or recreational/illegal substances to be bought onto or consumed on any site.
18. Any Tenant working on their plot after daylight hours, must ensure adequate lighting is used and reasonable measures are taken to ensure their own safety. Tenants may not camp or stay overnight on any plot or part of the site.
19. The Tenant shall not enter onto a plot that is not their own, at any time without the express permission of the relevant plot holder.
20. Tenants must never leave site gates unlocked or unsecured at any time. They must ensure they are locked and secured whilst on/or exiting a site. Breach of this condition may lead to termination of their licence.
21. Tenants must take responsibility for the safeguarding of children under the age of 18 and any adults that they invite on to the site. Children must not be allowed to wander/run around the Site. They must be supervised at all times.

22. The Tenant and/or their visitors must not cause, permit or suffer any nuisance or annoyance to other plot holders, users of the site, contractors or officers of the Council or neighbouring residents; by noise, behaviour or action. Tenants should always be considerate and courteous, so no radios or electronic music etc. Tenants attire should be appropriate to an allotment site with a minimum of shorts & vest to be worn by any gender. Anyone found to be stealing, using hateful or aggressive language, engaging in harassing, anti-social or intimidating behaviour or stalking will be given immediate notice to quit. Any disputes between Tenants should be referred to the Council and the decision of the Council will be binding, on all tenants involved in the dispute.
23. Vehicular access to the Pilots Meadow, Prospect Place and Maxton Sites is only permitted for loading and unloading purposes. This should be for a maximum period of 45 minutes. At our Pretoria Site, vehicles are permitted in the designated parking area only. Under no circumstances may any vehicles be left on site overnight. Caravans are not permitted!
24. Tenants must ensure any access roads, and all paths are always kept free of obstructions and hazards.
25. Tenants must not leave any tools and/or equipment in such a way as to potentially cause harm or injury. When not in use these must be stored away safely.
26. Tenants must use the plot as a household allotment garden only, (*that is to say, wholly and/or mainly for the production of vegetable, fruit and flower crops for consumption and enjoyment by the Tenant and their family*) and for no other purpose. Tenants are especially not permitted to sell crops including eggs and honey although these may be gifted. Tenants may not carry out any trade or business from the Allotment Site.
27. Tenants must maintain the entire plot in a proper state of cultivation appropriate to the season, weed free and with the soil kept in a fertile condition. They must not permit the growth of weeds more than 6 inches high. The Plot must be at least 75% cultivated. For new plot holders, there is an expectation that it will be 33% cultivated within the first 3 months. In the winter months, if not cultivated, plots should be dug over, or mulched and covered, ready for planting in the spring. The maximum amount of the Allotment Garden that may be landscaped e.g. internal paths or patios etc. is 20% of the plot.
28. Fruit trees or bushes may be planted up to a maximum of 25% of a plot. Dwarf productive trees only are permitted. Tenants should not allow any plant to overhang, overshadow or obstruct adjacent plots or paths nor grow to such a size so as to require professional pruning. Flowers may be planted, but to no more than 25% of the plot.
29. Tenants **MUST** collect and use rainwater whether they have a structure in place, or not. Hoses must not be connected to the shared water taps on sites. Taps should only be used to fill containers of a maximum size of 10 Litres. Hoses may be used within tenants' own plot from their own water butts and similar water collection receptacles. The Council or Utilities Company may impose restrictions on the use of mains water as needed. All tenants must comply with these. *Mains water supplies are turned off on sites from October to March each year.* Borehole water at Maxton is available all year round.
30. Tenants must use environmentally sustainable cultivation methods such as suitable ground cover, drought resistant planting and mulching to reduce watering.
31. Tenants must leave a clear uncultivated strip of at least 30cms between plots.
32. Tenants must not erect any building or structure such as sheds, cold frames or polytunnels, including any temporary structures, on the plot without the written consent of the Council. Consent will not be refused under this clause for the erection of any building reasonably necessary for the keeping of equipment or hens. Consent will only be considered for safe, permitted materials no larger than 2m x 2m x 1.95m for 1 shed OR for 1 greenhouse/cold frame per 125sq m of plot, plus 1 Polytunnel, not to exceed 1m x 2m.
33. Tents/play equipment/paddling pools etc. or other structures not used for horticultural purposes are not permitted. Allotment gardens are not play areas for children.
34. Tenants must routinely minimise pests, diseases and infestation by organic and other humane methods. Pesticides

and any other type of chemicals are not permitted on any allotment site.

35. Tenants must not bring nor keep livestock on the plot except hens. Nothing in this subsection shall authorise any hens to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance or affect the operation of any enactment of the Animal Welfare Act 2006. Prior written consent for keeping of hens must be obtained from the Council. Any building (including a shed) erected thereon shall be in accordance with the provisions of Clause A32, together with all ranging areas must be safely constructed so as to prevent escape. A 24-hour contact number must be provided to the Council. A maximum of 4 Hens may be permitted on an individual plot. All Bird Keepers MUST register themselves with DEFRA and provide evidence of this. Should vermin be attributed to keeping of your livestock you will be responsible for any control costs incurred and may have to remove the hens.
36. Tenants must not keep bees or hives on their plot without prior written consent from the Council and on production of their accreditation from the British Beekeeping Association. The Council will also require a copy of the suitable insurance documentation appropriate to beekeeping.
37. All plots are to be clearly numbered for identification purposes. Tenants should ensure the number signage supplied by the Council is in place and notify the Council if it is damaged or lost. A charge will be made to replace the number sign.
38. Tenants who use Security CCTV on site, must adhere to the Police requirements to display signage to notify others that they are being recorded. Any footage collected must be securely stored and shared ONLY with the Police or the Council.
39. On termination of the Tenancy, Tenants are required to clear the plot of all fixtures and fittings belonging to the Tenant & all waste. All keys must be returned to the Council. Plots must be left in the same condition that they were in when the Tenancy commenced, i.e. 'cleared, cut-back and covered over'. Not to do so will lead to a claim for costs from the Council to the former Tenant.

All clauses of this agreement are to be read and are in conjunction with the Allotments Act 1922

C. TERMINATION OF TENANCY

The tenancy can be terminated in any one of the following ways:

1. On the death of the Tenant
2. By the Tenant giving one months' notice to quit in writing expiring at any time.
3. By re-entry by the Council at any time after giving 7 days' notice in writing to the Tenant of the breach of the License:
 - 3.1 *Where it appears to the Council that there has been any breach of the conditions and agreements on the part of the Tenant herein.*
4. By the Council giving not less than twelve months' notice to quit expiring on or before 31st day of March or on or after the 29th day of September in any year.
5. By re-entry by the Council at any time after giving 1 months' notice on account of the plot being required for any of the purposes set out in paragraph (b), (c), or (d) of sub-section 1 of section 1 of the Allotments Act 1922.
6. In the event of this agreement being terminated under any of the provisions in clause C3 no part of the rent paid in advance will be refunded.

D. NOTICES

Any consent or notice required to be given by the Council to the Tenant may be validly given by an officer of the Council and may be served on the Tenant either in person or by electronic mail, posting to his or her last known address by first class post, or by fixing the same to the allotment plot as recorded in this agreement in a conspicuous manner. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent by electronic mail or in a prepaid envelope or handed in person to an Officer of the Council.

Signed:ALLISON BURTON

On behalf of the Council on this day 1st April 2025

Tenant (s) Name (s):

Signed:

DOB: Tenant 1

DOB: Tenant 2

Telephone number (s):

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Email address:

Mailing address:

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If applicable -Please provide details of any disabilities that it would help us to know and understand. e.g. hearing loss etc-:

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(Providing an email gives consent to correspondence being sent electronically)