BEAN ALLOTMENTS ASSOCIATION

(Revised November 2025)

An AGREEMENT. Made on the ……..day of ……20 …..
between the CHAIRMAN and MEMBERS of BEAN ALLOTMENTS ASSOCIATION,
in the County of Kent on the one part and ……..(hereinafter called "The Tenant") on the other part.

The tenancy is subject to the Allotments Acts, 1908 to 1950 and to any regulations endorsed on this Agreement and also to the following conditions

1.0		The Association shall let and the Tenant shall take from the 1st Day of October to the 30th Day of September next following and thereafter on yearly Tenancy, the Allotment particulars whereof are set out in the schedule hereto subject to the terms, covenants and conditions herein or in the conveyance lease of Agreement (if any) under which the Association hold the land of which the allotment gardens are part.
2.0		The rent shall be the amount set out in the schedule hereto or such other annual rent as the association and the council may from time-to-time fix and shall be paid in advance on the first Day of October in each year, the association paying all rates, taxes and other outgoings in respect of the allotment garden.
3.0		**The Tenant hereby agrees with the Association as follows:**
	3.1	To pay the rent at the time and in manner aforesaid
	3.2	The Tenant shall use the plot as an Allotment Garden only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his/her family).To keep the allotment garden clean and in a good state of fertility and to dig, manure and cultivate it in a husband like manner as to one quarter of the allotment garden within a period of three months from the date of commencement of the tenancy and as to three quarters of the allotment garden within a period of twelve months from the said date of commencement and subsequently the whole of the plot to be cultivated each year. Full cultivation is taken to mean one of the following. 1) The plot is in readiness for growing 2) The plot is well stocked with growing produce relevant to the time of year. 3) The plot is in the process of being prepared for the following season of crops. Plots must be kept weed free so as not to interfere with adjacent plots. Removal of weed seed heads before they have set. Control Pernicious weeds i.e., Couch grass, Mare's tail, Bind weed and long grass.
	3.3	To protect from injury or damage all hedges, fences and walls belonging to either Bean Parish Council, Dartford Borough Council or Kent County Council.
	3.4	To keep all paths adjoining the allotment garden free from weeds and accumulations of rubbish and to refrain from depositing weeds or rubbish on any other part of the allotment site.
	3.5	To observe and perform as regards the allotment garden all such terms covenants and conditions contained in the Conveyance Lease or Agreement (if any) under which the Association hold the land of which the Allotment Garden forms part as well as any other special conditions which the Association considers necessary from time to time to preserve

		the allotment garden from deterioration and of which notice in writing shall be given to the Tenant.
	3.6	To permit the Association by their officers. servants or duly authorised agents to enter and inspect the allotment garden at all times.
	3.7	Upon the determination of this tenancy quietly to yield up the allotment garden to the Association in such condition as shall be in compliance with the agreements herein contained.
	3.8	Avoid abusive inflammatory language and aggressive behaviour whether in person by e-mail or by any other forms of communication. Make physical threats or behaviour intended to intimidate or bully another plot holder or committee member. Any grievance or complaint should be immediately reported to the Chairman or Allotment Manager or forwarded to the Parish Council.
	3.8a	Any breach of code of conduct brought to the attention of the committee will be investigated. If found to have foundation the committee has the authority to issue a written warning, suspend or terminate the agreement with the plot holder in question In the event of termination, the allotment holder would be given one week to remove their belongings.
	3.8b	Damage to sheds or property or theft of produce. If proven to the satisfaction of the Allotment Committee to be the action of a plot holder will result in immediate termination of tenancy.
	3.8c	The allotment site is not a playground for children to run around because of the danger of injury. All children must be properly supervised and kept to the parents'/carers' allotment plot.
	3.9	Not to place or use barbed wire for a fence adjoining any path, road or accommodation way on the land of which the allotment garden forms part.
	3.10	Not to interfere with or remove any existing or future hedges, fences, walls or boundary marks.
	3.11	Not without the previous consent in writing of the Council to cut or prune any timber or other trees nor to take, sell or carry away any mineral, gravel, sand or clay or permit any other person to do so
	3.12	Not to erect any building on the allotment garden without the previous consent in writing of the Committee. Sheds are to be no more than 7 foot by 5 foot. Inflammables are not to be stored in sheds other than petrol which must be in approved petrol cans for use in allotment machinery.
	3.13	Not to erect any building of unsuitable material or unsightly appearance without approval of the Committee and such building shall be maintained by the Tenant in good repair and condition
	3.14	Not to assign, under let or part with the possession of the allotment garden or any part thereof. Permission of the Committee for a joint tenancy needs to be sought in such circumstances.
	3.15	Not to keep on the allotment garden animals of any description, chickens, pigeons or bees or take any dog on the allotment garden unless it is led by a leash and kept fastened up whilst there.

	3.16	Not to bring carpet material, vehicle tyres or building materials onto the allotment. Only timber, paving slabs or bricks for use solely on the allotment will be permitted. Wood chippings can only be used on paths & the access driveway. They are not to be used on any growing areas. Plots are not to be used as storage areas for business use or to dispose of goods brought onto the Allotment site or deposited on other plots even if vacant.
	3.17	Bonfires are only permitted between 1st November and 31st March. When lit, account should be taken of the wind direction so as not to inconvenience our neighbours. All fires must remain attended at all times, with a bucket of water to hand in case the fire spreads. No painted wood, plastic, rubber or other non-organic matter should be burnt at any time. Please take these items off site for disposal.
	3.18	Hosepipes cannot be used to water plots but may be used to fill water butts where the plots are a substantial distance from a dip tank. Hosepipes can only be connected to dip tanks that have the correct connection for a hose. Hosepipes may only be used to water a plot if the water supply is from your own residence.
	3.19	The water supply will be turned on from 1 April through to 31 October taking into consideration possible freezing conditions
	3.20	To inform the Association forthwith of any change of the Tenant's address
	3.21	A key to the allotment is issued to each plot holder on payment of a refundable deposit (currently £10). This key remains the property of the Association and must be returned on the termination of the lease.
4.0		**The tenancy hereby created shall continue until determined in any of the following manners or events:**
	4.1	Should the Tenant die or become totally incapacitated, the tenancy will terminate on 30th September following death or incapacitation or earlier by agreement with the Association. All tenancies revert to the Association on voluntary termination by the Tenant or upon his/her death or disablement.
	4.2	By the Council by notice to quit or re-entry in accordance with the provisions of the Allotments Acts 1908 to 1950.
	4.3	By the Tenant giving to the Association not less than one months' notice in writing at any time
	4.4	The tenancy may be terminated by the Association 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
	4.5	The tenancy may be terminated by the Association after twenty-eight days' notice of re-entry being given in writing to the Tenant at his/her last known address if, in the opinion of the Association, the Tenant has not observed the rules affecting the Allotment Gardens.
	4.6	If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not OR
	4.7	If it appears to the Association that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions and rules affecting the cultivation of the allotment garden at least three months having elapsed since the commencement of the tenancy

5.0		**Notices shall be served as follows:**
	5.1	Any notice hereunder to be given by the Association may be served by being left at or sent to the last known place of abode of the Tenant or by being left in some conspicuous place on the allotment garden
	5.2	Any notice required to be given to the Association shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the Secretary for the time being of the Association
	5.3	Any tenant vacating their plot should remove all produce and equipment they require prior to vacating their plot and before the 30th September. Any produce or equipment left after vacating their plot or this date will be inherited by any new tenant if so required.

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This above document forms your agreement with Bean Allotments Association.
Please complete and return this sheet to the Treasurer

THE SCHEDULE Before Referred

Allotment No.	Area	Annual Rent

Print Name …….

Address ……

……..

……

Post Code ……

Occupation …….

Telephone No ……

Email …….

Signature of Tenant …….. Date……