

This Agreement is made the 1st January 2018

BETWEEN

- (1) Faversham Town Council of 12 Market Place Faversham Kent ME13 7AE ("The Council") and
- (2) Chairman: Sally Kerin of [REDACTED] and Secretary: Laurence Young of [REDACTED], all care of Stonebridge Allotment Society being the members for the time being of the Management Group as defined in this agreement ("the Management Group") who are the Committee of Management of the Stonebridge Allotment Society ("The Society").

Now it is agreed as follows:

1. Interpretation

- 1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Management Group

- 2.1 The Society appoints the Management Group and that they will:
 - 2.1.1 appoint in accordance with this Agreement a Management Group of not less than three persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Allotment Site;
 - 2.1.2 provide the Council with the names and addresses of all Management Group members and notify the Council immediately of any change of membership of the Management Group;

3. Allotment Site

The Council assigns the Management Group, subject to the Council's rights, duties and obligations in respect thereof, to manage and supervise the letting

operation at all that piece of land at Stonebridge Allotments, West Street, Faversham, Kent registered at H.M. Land Registry under Title No. K397143 ("the Allotment Site") containing approximately 1.34 hectares as shown on the Land Registry Title Plan (attached).

4. Duration of Management

The Management Group will supervise and manage the Allotment Site for a term of 5 years from 1st January 2018 determinable as hereinafter provided.

5. Use

5.1 The Management Group agrees with the Council that they will ensure that:

5.1.1 the Allotment Site is used only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include for the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Society to its members;

5.1.2 any building on the Allotment Site is used only by members of the Society and their guests in connection with their use of the allotments as permitted by their letting agreements and shall not permit the making of any alteration or addition to the building except with the previous consent in writing of the Council;

5.1.3 the Allotment site is clean, free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or track included in or abutting on the allotments must be kept reasonably free from weeds.

6. Management Group's Obligations

6.1 The Management Group agrees with the Council that they will:

- 6.1.1 only let the allotment plots within the Allotment Site to individual tenants (who must be members of the Society) in accordance with the Allotment Tenancy Agreement (Attached as Schedule 1);
- 6.1.2 supervise and manage the Allotment Site in accordance with this Agreement and the Allotment Tenancy Agreement;
- 6.1.3 be responsible for the day to day running of the Allotment Site and shall let the individual allotment plots to members of the Society and shall keep a waiting list for that purpose;
- 6.1.4 keep an up-to-date register of the names and addresses of the tenants which register shall contain a record of the rent payments made by the tenants and shall be available for inspection by the Council or officer of the Council at any time on request;
- 6.1.5 by the 31 March in each year deliver to the Council details of the numbers of vacant plots;
- 6.1.6 make available for inspection by each allotment tenant a copy of this Agreement and the Allotment Tenancy Agreement;
- 6.1.7 maintain a list of potential tenants and let any vacant allotment plot in accordance with this Agreement and vacant plot(s) shall be offered in order of date of application. If requested to do so to provide the Council with full details of the tenancies and waiting lists;
- 6.1.8 not offer more than one full allotment plot to an existing tenant for so long as there are applicants on the waiting list referred to in Clause 6.1.7 above;
- 6.1.9 not without the Council's prior consent in writing build or construct nor cause or permit any building, shed or greenhouse to be erected

on the Allotment Site, from the date of this Agreement, whose dimensions exceed 1.8m x 1.2m;

6.1.10 only one shed and one greenhouse to be erected on each allotment plots. No fencing to be erected around individual plots without permission from the Management Group;

6.1.11 pay for the security and maintenance of the internal fabric of any building, shed or greenhouse in the ownership of the Society, the cost of all heat and light provided for the building (if any) and keep the building in a clean and tidy condition at all times;

6.1.12 keep the Allotment Site and any building, in the ownership of the Society insured in the joint names of the parties with an insurance company of repute and to keep it insured to its full value in respect of fire and other perils and to insure against all third party liabilities with a minimum limit of indemnity for any one incident of £5,000,000 including but not limited to damage or injury to other persons, to the property of the Council and against all other eventualities third party or otherwise arising from the exercise of this Agreement; and

6.1.13 when required to produce evidence to the Council of the terms of the policy and payment of the premium;

6.1.14 keep all fences, hedges, boundary features and gates along the boundaries of the Allotment Site in good repair, subject to Paragraph 7;

6.1.15 prevent any new footpaths or other encroachments or easements from being made in or acquired over any part of the Allotment Site and must take all reasonable steps to prevent trespass on the Allotment Site.

6.1.16 undertake a risk assessment, in association with the Council, relating to hazards associated with the Allotment Site and their

management on an annual basis and provide a copy of each such assessment to the Council;

6.1.17 not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by tenants or other tree conservation area rules;

6.1.18 not permit the planting of any trees, including nut trees, without the written consent of the Council provided always that this clause shall not apply to fruit trees;

6.1.19 not cause or permit any nuisance or annoyance to the tenant of any other allotment;

6.1.20 not cause or permit any obstruction or encroachment on any path or roadway set out by the Council for the use of the tenants of the allotment plots or any other allotments of the Council;

6.1.21 allow a tenant the right of appeal to Faversham Town Council following any dispute with the Management Group.

7. Town Council's Obligations

7.1 The Town Council agrees that they will:

7.1.1 uphold responsibility of the listed blast wall, adjacent to Brent Hill and Flood Lane including the gates;

7.1.2 insure the brick shed building under its own insurance policy;

7.1.3 maintain the boundary trees which fall within the Town Council's Tree Policy

7.1.4 Share responsibility for the bridges via matched funding;

8. Legal Obligations

- 8.1 The Management Group and the Society shall observe and comply fully with all Acts affecting the Allotment Site.

9. Entry onto the Site

- 9.1 Any duly authorised officer or agent of the Council shall be entitled at any time to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and Management Group's and the Society's records and shall inform the Management Group and the Society of the results of the inspection upon request.

10. Termination of Agreement

- 10.1 This Agreement may be terminated:

10.1.1 by either the Council or the Management Group giving at least 12 months' notice in writing expiring on or before 25th March or on or after 29th September in any year, or

10.1.2 By re-entry by the Council at any time after giving 3 month's previous notice in writing to the Management Group on account of the land being required

10.1.2.1 for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or

10.1.2.2 for building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or

10.1.3 By re-entry by the Council at any time after giving one month's previous notice in writing to the Management Group and/or the

Society

10.1.3.1 if the Management Group and/or the Society has breached any of the conditions contained herein.

11. Notices

11.1 Notices given by the Council

Any notice required to be given by the Council to the Management Group and/or the Society may be given by sending by registered post or by recorded delivery service a written notice and addressed to any one of the Management Group or to the Society by affixing the same in some conspicuous manner to the Allotment Site.

11.2 Notice given by the Management Group

Any notice required to be given by the Management Group to the Council shall be sufficiently given if signed by any three members and sent by a prepaid registered post letter to the Council.

Executed by the Council by

In the presence of

Executed by the Management Group on behalf of the Society by signing by two Members of the Management Group

In the presence of
