



TENANCY RULES

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1. The Tenancy

- 1.1 Tenancy
- 1.2 Co-workers
- 1.3 Disabilities
- 1.4 Commencement of Tenancy

2. Cultivation and Use

- 2.1 Purpose and use
- 2.2 Barbecues
- 2.3 Storage of materials
- 2.4 Maintenance
- 2.5 Hedges and Trees
- 2.6 Weeds
- 2.7 Children on site
- 2.8 Dogs

3. Other Restrictions

- 3.1 Water
- 3.2 Bonfires
- 3.3 Rubbish disposal
- 3.4 Trespass
- 3.5 Abuse
- 3.6 Wildlife
- 3.7 Toilets

4. Duty of Care

- 4.1 Use of Power Tools
- 4.2 Asbestos
- 4.3 Use of chemicals
- 4.4 Hazards
- 4.5 Shared paths
- 4.6 Suppressants
- 4.7 Gates and locks
- 4.8 Parking

5. Structures

- 5.1 Sheds, greenhouse
- 5.2 Appearance and Positioning

6. Plot Numbers and Information

- 6.1 Numbers
- 6.2 Notice Boards



7. Rent and Deposit

- 7.1 Payment and rent year
- 7.2 Removal of personal property
- 7.3 Rent Increases
- 7.4 Key deposits

8. Communication

- 8.1 Tenants' change of address
- 8.2 Inspection
- 8.3 Notices Served on Tenants
- 8.4 Notice to Clean and Cultivate
- 8.5 MAMC communication

9. Termination of Tenancy

- 9.1 Termination Conditions

10. Termination Procedures

- 10.1 Gross Misconduct
- 10.2 Appeal Process

11. MAMC's Responsibilities

- 11.1 Site Representatives
- 11.2 Administration
- 11.3 Repairs
- 11.4 Liability



RULES

These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments owned by Maidstone Borough Council, and managed voluntarily, by the MAMC. They are not exhaustive and MAMC reserve the right to add or make amendments at any time.

In these rules the words used are to have the following meaning:

MAMC	Maidstone Allotments Management Committee, acting as agents for Maidstone Borough Council.
Allotment	A plot of land that is let by MAMC for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
Site	Any area of allotments that are grouped together at one location.
Rent	The annual amount payable for the tenancy of an allotment plot.
Tenant	A person who holds an agreement for the tenancy of an allotment plot.
Tenancy Agreement	A legally binding written document which records the terms and conditions of letting a particular allotment plot, to an individual tenant.
Authorised Officer	A member of the Management Committee/Site Manager working on behalf of Maidstone Borough Council.
Cultivation	Keeping the plot in good productive order by the maintenance and improvement of herb, flower, fruit and vegetable crops, and the control and prevention of invasive weeds. 75% cultivation at all times.
Roadway	A common route within the site for vehicular and pedestrian access to allotments.
Paths	Dividing paths between and around allotments.

1. The Tenancy

1.1 Single Tenancy The tenancy of an allotment is personal to the tenant named in the agreement and close family members.

The Tenant may not assign, sublet or part with possession or control of all or any part of their allotment, or allow any unnamed person to attend the site unaccompanied by the tenant.

1.2 Co-workers Existing Tenants may request registering a co-worker known to them and with their agreement, to help with cultivation of their plot by contacting their site manager for agreement. Co-workers must provide full name, address, contact number and email for the file. All other Terms and Conditions set out in the Tenancy Agreement apply to Co-workers.

Co-workers will have the authority to tend the allotment plot on their own and be in possession of an additional site key. Any breach of the allotment rules will result in a review of the tenancy.

The Tenant is always therefore responsible for the co-worker's actions, and both would have to vacate the plot if, as a result, the tenancy was terminated.

Co-workers or tenants may end a co-working agreement at any time but only the tenant can relinquish the plot. MAMC must be informed in writing in either case. Should the tenant decide to relinquish the plot, preferential consideration will normally be given to the named co-worker taking over the tenancy, if they have been a recognised co-worker for at least twelve months and worked well on the plot. Any transfer of the tenancy to a co-worker must be agreed by MAMC.



1.3 Disabilities and Support Needs If a tenant has a physical or mental health condition or disability that may affect their ability to meet the 75% cultivation requirement, MAMC may require a named helper to be authorised and to co-sign this agreement, confirming that they will assist with cultivation so that the tenancy conditions can be met. This must be confirmed in writing to the office email or address when signing the agreement.

1.4 When the written offer of a plot is made to the tenant, deposit, payment and the page requiring your signature in the Tenancy Agreement must be completed and returned to MAMC by the due date shown. Work must be commenced within two weeks from the rental agreement. Failure of either could result in the offer of a plot being withdrawn.

2. Cultivation and Use

2.1 Tenants may use their allotment and any structures on it and any produce grown, for personal use only. Tenants may not use their allotment as a place of residence and/or sleep overnight.

Produce may not be sold for profit.

The allotment is rented to the tenant for the purpose of the cultivation of herb, flower, fruit and vegetable crops. Part of the area (no more than 25%) may be used for associated purposes e.g. sheds, compost, greenhouse etc.

If you wish to erect a polytunnel or similar structure, plans/ideas must be submitted to the site manager who reserve the right to refuse permission. See section 5.

2.2 Occasional barbecues for the personal use of the plot holder while working on their plot are allowed, but not for partying or loud music. Everything is to be finished and cleared by 8pm. Awareness and consideration of neighbours and other plot holders is vital.

2.3 Only materials for use on the plot may be stored there, such as tools, bean poles, cloches, pots and netting for seasonal use. Tenants must check with MAMC before bringing any other 'building' materials for use on the plot. Certain items such as tyres and household furniture are not permissible. Other materials may be regarded as unacceptable and the tenant requested to remove them.

2.4 Allotments must be kept clean and maintained in a good state of cultivation with evidence of the plot being worked throughout the year. There should be a minimum 75% of a plot under cultivation* and fertility at any one time. **Cultivation is accepted to mean that the plot is dug or rotavated, with produce being grown or ready for produce to be grown.* The whole plot, including any uncultivated and leisure areas, must be kept tidy, safe and free from invasive or flowering weeds. Consider your neighbours.

2.5 If a plot abuts a public footpath or road, weeds should not be left to grow near or through the perimeter fencing. This is the plot holder's responsibility.

Bamboo should never be planted anywhere on the plot.

Tenants are responsible for maintaining the inner side of any perimeter hedge abutting their plot. This is advised when renting a relevant plot.

Only fruit-bearing trees (not exceeding 2.5m) may be planted on a plot and kept pruned appropriately. Trees/vines must be planted away from the boundary of the plot. Ornamental trees are prohibited. Perimeter fencing may not be used for climbing plants. Saplings from any nearby trees should be removed as they appear. Saplings or trees left to be removed by MAMC could incur a £50 charge.

2.6 It is the tenant's responsibility to achieve the levels of cultivation outlined in Section 2.4 (that there should be a minimum of 75% of a plot under cultivation). If, following an inspection, it is apparent that the required levels of cultivation are not being achieved then the tenant will be sent a Notice to Clean and



Cultivate. A subsequent inspection will be carried out no sooner than a month after the Notice is issued and if there has been no progress, then a Notice of Termination will be issued. The Notice of Termination requires the tenant to remove all their personal effects, tools etc within 14 days of the date of the notice.

2.7 Families are encouraged to bring their children on to the site to learn about growing produce. They should remain on your plot. The adults are responsible for the safety and actions of the children on the site and are responsible for any damage caused to vehicles, property and produce.

Children may not use paths, roadways or carparks for play or ball games. Structured play equipment such as swings, and trampolines are prohibited.

2.8 If dogs are brought on to the site, they should be kept on a lead or tethered. This requirement may be relaxed at the discretion of the site manager when it has been established the owner has full control of the dog and after adjacent plot holders have been consulted. They should not be allowed on the other plots. Any fouling must be collected and removed from the site and on no account should it be composted.

3. Other Restrictions

3.1 Water: A precious and expensive commodity to be used carefully. The water tanks are to be kept clean for watering-can use. Vegetables, tools etc must not be washed in the tank. Sprinklers and drip feeders are prohibited unless using collected rainwater. Hose pipes should not be used to water plants unless the hose is handheld and aimed at the base of a plant. Consideration of other plot holder's needs is essential. Water tanks must be left filled for the next person, ensuring that taps are turned off before leaving the site. Water must only be used for gardening purposes, any abuse or misuse e.g washing cars or water fights will be viewed as misconduct and an immediate Notice to Quit could be issued.

The harvesting of rainwater is essential. All tenants with a shed or greenhouse should install provision for maximum rainwater collection, i.e. guttering and downpipes into a water butt or tank.

Main water supplies will be turned off in the winter months (November to March). There may be other occasions i.e. due to water leaks or drought, when the water may be turned off or tap locks fitted without notice at the discretion of MAMC, or under instruction from the water supply company. Should a hosepipe ban be imposed by the water company, NO hosepipe may be used at any time, by any tenant until the ban is lifted. Water can be taken from the site water tanks, using a watering can or bucket. Tampering with mains taps or tap locks or any other property of MAMC without permission could result in an immediate Notice to Quit.

3.2 Bonfires are prohibited from 1 April to 30 September inclusive except for contract and site improvement works by MAMC. At other times, bonfires may be permitted for the burning of dry, diseased plants, perennial weeds, stalks and prunings.

On some sites, near to domestic property, a bonfire area may be designated, to be burnt on a specific day and time. Individual fires on individual lots will be banned. Plot holders should speak to the site manager. Bonfires should be regarded as a last resort for disposing of waste generated on a plot. Bonfires must never be left unattended. Consideration of households neighbouring the site is essential, i.e. wind direction, proximity of fences or trees etc. Please ensure you look at your site Notice Boards for local rules.

Any materials likely to cause toxic fumes, (e.g. carpet, plastic or rubber) may NOT be burned on site. Such fumes can aggravate those with asthmatic and pulmonary conditions, as well as polluting the soil. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50 ft (15.24m) of the



centre of a highway may be guilty of an offence under the Highways Act 1980. MAMC reserves the right to prohibit bonfires on a specific plot and/or group of plots.

3.3 All non-diseased vegetative matter should be composted in an appropriate container. Diseased plants and perennial weeds should be bagged up, removed from site and disposed of responsibly in accordance with the local Council rules. Rubbish from external sources must not be brought on to the site. Abuse will result in prosecution and termination of the tenancy.

3.4 Anybody found trespassing on or removing anything from another plot will have their tenancy terminated.

3.5 Verbal or physical abuse will not be tolerated under any circumstances, and the tenancy may be terminated immediately.

3.6 Wildlife areas are an important part of an allotment site. Ponds should be small and no more than 30cm deep and with stones placed to ensure any animal falling in can clamber out. Nectar rich flowers will attract pollinators of all types. Bird feeders should not be overfilled and should be regularly cleaned to avoid transmission of disease. Ensure no food is available for rats etc. to access.

3.7 Toilets are not permitted.

4. Duty of Care Tenants have a duty of care to everyone, including other tenants and visitors.

4.1 The use of power tools on their plot is the tenant's sole responsibility for own safety and that of the neighbours. Extra care must be taken near adjacent plots and pathways. Such tools should not be left overnight on the site for security reasons.

Fuels may NOT be stored in tenants' sheds on the allotment.

4.2 Barbed or razor wire must not be used on the allotment. The sharp edges of any material such as corrugated metal must be covered. Asbestos is a health hazard and is not to be brought on to a site.

4.3 Due care and attention to weather conditions must be given when spraying permitted weed controls to avoid drift on to other plots, pathways or roadways. Herbicides and pesticides are not recommended for the environment so wherever possible other solutions should be found.

The killing of grass or damage to communal pathways is prohibited.

4.4 Hazards: Any broken glass must be safely disposed of, off site, immediately.

Hosepipes whilst in use must not be left trailing on communal paths in a manner to cause a tripping hazard or left out after use.

Any canes to support plants used adjacent to communal paths should be capped in the interest of safety of others.

4.5 Shared paths between and around allotments must be maintained by both tenants, i.e. grass kept cut. They must be kept clear of obstruction and wide enough for easy pedestrian access.

Weed killers must not be used on communal paths. The edges of the paths should be cut so that it is clear where the path finishes and the plot begins.



4.6 The use of carpet and artificial grass is strictly prohibited. Weed suppressant membrane or plastic sheeting should not be in place for more than one season when used for overwintering bare soil. This must be removed as spring arrives (May latest), and cultivation begins. At any other time, use of weed suppressants should be used for one month only.

Extreme care must be taken when using plastics of any kind cloches, bottles, polytunnels, netting etc. Plastics deteriorate and break down, soon endangering wildlife and polluting soil and waterways. Netting should be applied with care so that birds or other wildlife cannot be trapped.

4.7 Site gates should always be locked on entry and departure to prevent access by unauthorised persons. This applies even if the gate is found to be already unlocked. Some sites now have digital padlocks. The number should never be shared. Keys should NOT be removed from an open padlock. Oil should never be applied to the padlocks, but please report any malfunction to the site manager or rep.

4.8 Parking: Vehicles are permitted on sites with car-parking space and roadways. Parking is at the owner's risk and vehicles are only to be parked in designated areas while the tenant is working on site. Vehicles may not be left overnight.

A speed limit of 5 miles an hour applies at all times and a weight limit of 5 tonnes. Roadways must be kept clear so that other users have free access. There may be times when access is not possible due to maintenance work etc.

5. Structures

5.1 Tenants may erect a shed, greenhouse, fruit cage or polytunnel on their plot but must first obtain permission from the site manager. Details will be required. Concrete bases must never be used. All structures must be adequately secured to the ground to prevent uplift in stormy conditions.

Any structures erected on the allotment may not be made from hazardous materials (e.g. asbestos and corrugated sheeting with exposed sharp edges).

5.2 Any structure on the allotment must be temporary, and maintained in safe order with a neat external appearance and condition. Permanent fencing is not allowed. Greenhouses and polytunnels should not be erected immediately adjacent to a communal path, roadway or boundary fence, thus avoiding blocking light from neighbouring plots. The position of a greenhouse or poly tunnel should be discussed with the site manager prior to erection. Any structure on the plot when rented to you must be left unless it has become dilapidated during your tenancy, in which case it must be removed.

6. Plot Number and Information

6.1 Tenants must display their plot number clearly, visible for all to see.

6.2 Relevant site information may be displayed on notice boards where provided. Notices displayed will be deemed as read. No other notices or advertisements are allowed on the site without the consent of MAMC.

7. Rent and Deposit

7.1 The rent year runs from 1st October to 30th September. The tenant must pay the invoiced rent within 28 days of the due date. Late payment will result in a surcharge and possible loss of plot. Tenants taking up an allotment within the rent year will normally be invoiced for the remainder of the year on a pro-rata basis, and payment will be required within 14 days.



A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before the year end, but no rent refund will be payable.

7.2 The departing tenant must remove any personal items or derelict structures from their plot before the end of the tenancy or immediately if they have been given Notice of Termination. Failure to comply will result in MAMC disposing of such material and the full cost of disposal charged to the outgoing tenant.

7.3 Rent may be increased at any time by MAMC providing all reasonable steps to give 12 months' notice have been taken. Water charges may be increased without full notice if local water rates rise significantly, or excessive water has been used by tenants in a particular year.

7.4 Deposit. A one-off refundable deposit is payable by new ploholders from 1st April 2025. This includes provision of a site key, if appropriate. The key must be returned within 2 months of the termination of tenancy – whether termination is voluntary or otherwise. The full deposit paid is refundable when the key is returned, and the plot left in a good condition. If an extra key is required for a relevant reason, a further deposit of £25.00 (refundable) is required.

MAMC reserve the right to withhold the deposit moneys if the vacated plot requires paid for work or rubbish removal in order to re-let it.

8. Communication

8.1 Tenants must inform MAMC, in writing, of changes of address/Email or status. If there is a temporary problem (health, family etc) which prevents the tenant from tending their plot, the site manager or the office, should be informed as soon as possible. Misunderstandings are then averted.

8.2 Any allotment plot and any structure on it may be inspected by an authorised officer of MAMC or the police at any time and tenants must give whatever access if required with or without notice.

8.3 Notices to be served by MAMC on the tenant will be sent to the tenant's address in the Tenancy Agreement (or as notified to MAMC under these rules) by post, registered letter, recorded delivery, email or hand delivered; or

a) Served on the tenant personally

b) Placed on the plot

Notices served will be treated as properly served even if not received.

8.4 Notices to Clean and Cultivate a plot that is not in satisfactory cultivation, will be sent to the tenant concerned. This gives 28 days to rectify. This notice will remain on record for 12 months and within that period, failure to maintain the plot to the required standard, will result in a Notice of Termination, giving the tenant 14 days to clear the allotment and return the key.

8.5 Written communication for MAMC should be sent to:

Maidstone Allotments Management Committee,

c/o 26 Bower Street, Maidstone, ME16 8SD

or e-mail: admin@maidstoneallotments.co.uk

9. Termination of Tenancies

9.1 MAMC may terminate allotment tenancies in any of the following ways:



- a) At any time after 3 calendar months written notice by Maidstone Borough Council that the Allotment Site is required for a purpose other than the agriculture to which it has been appropriated under any statutory provision, or the building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible MAMC/MBC will consult tenants and arrange relocation and appropriate compensation.
- b) By giving one month's written Notice to Terminate if:
 - The rent is in arrears for 28 days or more whether formally demanded or not.
 - The tenant is in breach of any of the rules in their tenancy agreement.
 - MAMC may reserve the right not to renew the tenancy in September (when accounts are sent out) if the required standards are not met.

10. Termination Procedures

10.1 Gross Misconduct

A plot holder may have their tenancy agreement terminated with immediate effect for the following:

- Theft
- Trespass on a plot not their own
- Physical violence
- Bullying, harassment or racist behaviour
- Deliberate damage of property
- Water misuse
- Selling produce for profit or gain
- Serious infringement of Health and Safety issues
- Lewd or offensive behaviour –

In the case of gross misconduct, the tenant may be escorted from the site, and although they will receive the normal 14 days notice, may be expected to relinquish their key immediately and only allowed access to clear their possessions under supervision.

10.2 Appeal Procedure

When MAMC has terminated the Tenancy Agreement, the plot holder has 14 days from the date of the termination to notify MAMC that they wish to appeal the decision. This must be done in writing by the person named on the Tenancy Agreement.

The appeal must state the name of the person lodging the appeal, the plot in question and the reasons they believe the termination of the tenancy was incorrect. Any corroborating evidence such as statement or photos must be presented at the same time.

On receiving the appeal, the MAMC must within 7 days, assign a member of the Committee to review the appeal. That person must not be the site manager or anybody having direct association with the site. Within 10 days of the reviewer being appointed, they must produce adjudication in writing, stating whether the termination should be upheld or cancelled. Their reasons for the decision should be clearly stated. The judgement should solely be based on whether the tenant has met or failed to meet the terms of their Tenancy Agreement, and whether the prescribed procedures for termination have been followed. The judgement will be kept on record, and a copy sent to the tenant, by recorded delivery.



If the judgement is upheld, the tenant will have 14 days to vacate their plot from the date of the adjudication.

This decision will be final and cannot be further appealed.

11. MAMC Responsibilities

11.1 To appoint at least one representative and/or site manager for each site where possible. Contact details of reps to be displayed on notice boards and usually on the website.

11.2 To maintain a database of all tenants, waiting lists, letting of plots, invoicing, rent collection, terminations and enforcement rules. To ensure data protection of all plot holder details.

11.3 To undertake repairs to site perimeter fences, gates and water infrastructure, maintenance of roadways, vacant plot management, hedges and tree management. ***NB All subject to budget.***

11.3 MAMC is **not** liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on their plot and to insure and mark any items kept there. Incidents of theft and vandalism should be reported to the police on 101 and to the site rep.

Maidstone Allotments Management Committee
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