



**SOUTH  
WILLESBOROUGH  
and NEWTOWN  
COMMUNITY COUNCIL**

# Terms and Conditions

Gas House Fields Allotments

SWAN Community Council  
Invicta Business Centre, Suite 10  
Ashford Market  
Ashford  
Kent  
TN24 0HB

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## Terms and Conditions

The terms and conditions set out in this document have been made in accordance with the Allotment Acts 1908-1950 and applies to all plots located in Gas House Fields Allotments.

Tenants must comply with any current rules, regulations, and policies, including any future changes made by SWAN Community Council (e.g. statutory Law Changes and Local Restrictions). Tenants must also comply with any reasonable or legitimate directions given by an authorised officer in relation to Gas House Fields Allotments.

A copy of these terms and conditions can be found on the Community Councils website [www.swancc.org.uk](http://www.swancc.org.uk) and will be issued to tenants once a tenancy agreement has been signed or to all existing tenants to notify of any changes made to the terms and conditions.

### Non-Compliance of these terms and conditions

Any breach of these terms and conditions may result in a warning notice being issued. Failure to comply to the warning notice may result in the termination of their tenancy agreement. Depending on the severity of the breach, immediate termination of the tenancy agreement may be enforced.

In the event of a breach to the terms and conditions, SWAN Community Council reserve the right to enter any plot without consent of the tenant, to carry out any corrective actions to ensure the plot is realigned with the terms and conditions set out in this document. If this results in costs, SWAN Community Council reserve the rights to recover these costs from the named tenant of that plot.

### Council Responsibilities

Whilst tenants must adhere to the terms and conditions set down in this document, as landlords, SWAN Community Council also has responsibilities that must be adhered to:

- To inform allotment tenants of any relevant information to the management of Gas House Fields allotments.
- To ensure there are no breaches to the terms and conditions and take appropriate action for any breaches that may occur.
- To ensure the allotment is kept safe and maintained.
- To carry out investigations of any unauthorised waste brought in to the site and take appropriate action, any costs incurred will be recovered from the tenant.

## The Tenancy

### Records

Tenants are obligated to inform SWAN Community Council of any changes to their personal information, this includes the tenants name, address, telephone number and email address. If a tenant moves outside S. Willesborough & Newtown, SWAN CC reserve the right to terminate the tenancy agreement.

### Tenancy Sub-letting

Tenants are forbidden from assigning, subletting or part with possession or control of any of their allotment plot.

Tenants may share their workload of their plot but only if the second person has countersigned the tenancy agreement, all responsibilities are those of the named tenant. In the event of the named tenant terminating their tenancy agreement, the tenancy may be offered to the counter signer.

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Should the counter signer decline to take over the plot, then the plot will be appointed to a new tenant.

## Rent

Rent is paid on an annual basis for the period 1<sup>st</sup> October to 30<sup>th</sup> September.

Any new tenants that sign a tenancy agreement within the annual rent period, will be charged the pro-rata amount from the date of their tenancy agreement until 30<sup>th</sup> September.

Concessionary discounts may be awarded if the tenant is in receipt of means tested benefits or are entitled to the state pension; SWAN Community Council must be provided with proof of either their mean tested benefits or state pension. Concessionary discounts are restricted to a maximum of five perches, regardless of how many plots they have.

Tenants will receive an invoice which must be paid within 21 days from the date that the invoice was issued. Failure to make payment within 21 days may result in the tenancy agreement being terminated.

Tenants will be notified in advance of any rent increase before receiving their invoice.

## The Allotment Site

### Site Hours

Access to Gas House Fields Allotments should only be from dawn until dusk, during sunlight hours. No access is permitted outside these hours especially when dark for safety reasons.

### Padlock and Keys

Gas House Field allotments are gated and secured by padlock; keys will be loaned to the tenant upon completion of their tenancy agreement. A deposit is required and will be returned after the termination of their tenancy agreement and any keys are given back to SWAN Community Council.

### Coded Locks

SWANCC reserves the right to change to coded locks in the future, in which case all tenants will be provided with the code and deposits will not be required. Should SWANCC need to change the codes tenants will be notified through either email or telephone.

Anyone that has paid a deposit for keys will receive a full refund once the keys have been handed back to SWANCC.

### Water

Taps are provided on the Gas House Fields site and are considered community resource, if any tenants use excessive water amounts or are seen to consistently monopolize to the detriment of fellow tenants, they will be contacted and asked to cease their activities immediately.

The taps are only to be used once the tenants have exhausted their harvested water supplies; we advise that the water is not used for drinking as we cannot guarantee the water quality.

Tenants are not permitted to use/attach hose pipes to the mains taps to fill up their water butts or to directly water their plot, unless written authorisation has been given by SWAN Community

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Council. Tenants are permitted to use a hosepipe if it is connected to their harvested water supplies. Any tenant found using a hosepipe without authorisation will be contacted and asked to stop immediately and a warning may be issued.

Unattended mains connected irrigation systems including sprinklers are not permitted on site. If a tenant is found using any mains connected irrigation systems, they will be contacted and asked to remove them from the site.

Swan Community Council reserve the right to turn the off the mains water supply at various times throughout the year, including the winter period or when directed by water authorities for instances such as droughts or burst pipes.

Encouragement is given to the tenants to harvest the rainwater by means of a water butt, but please ensure this water does not become stagnant. All water butts must be covered with lids or netting to prevents accidents and infestation of insects.

### Communal Resources

Supply of compost, manure and chipping must be shared equally. If a tenant can benefit from the resources on one occasion, they should then let others have priority next time a delivery is received. Any tenant found constantly using the resources without sharing equally will be issued with a warning later.

Any resource that are delivered to the site must remain on the site; not to be taken away and used for any other purpose, (E.g. at home).

### Boundary Fences and Gates

Swan Community Council will maintain all boundary fences and gates; keys will be issued to the tenants.

Any tenant that finds any damaged boundary fences, gates and padlocks should report this to SWAN Community Council immediately so that appropriate action can be taken.

Items are not to be fixed to any boundary fence without written consent from SWAN Community Council.

Tenants are required to keep any gates closed and padlocked; this includes when entering the site and leaving the site.

### Parking Areas

Parking areas must always be kept clear from obstruction, this includes entrances to the site and any public footpath.

Tenants park at their own risk as SWAN Community Council are not liable for any theft or damages caused to their vehicles or trailers.

No vehicle, caravan or trailer are to be left on site overnight.

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## Haulage and Pathways

Haulage ways and pathways must be kept clear from obstruction, including vegetation. It is SWAN Community Council's responsibility. Any other paths between plots or designed within the plot boundary will be maintained by plot holders.

If a tenant's plot encroaches on to the haulage way and any paths, they will be contacted, and asked to bring their allotment plot back within their plot boundary. If this work is not undertaken by the tenant, SWAN Community Council will carry out the works. Any costs from carrying out this work will be recharged back to the tenant and an invoice will be sent.

## Notice Boards

Any notice boards on the site are for displaying SWAN Community Council documents along with how they can be contacted. Other notices relating to the allotments can be attached with the approval of SWAN Community Council.

## Plot Splitting

If SWAN Community Council decide or agree that a plot is suitable to be split, they will organise this and update plans and documents accordingly.

## Plot Management

### Cultivation of Plots

All allotment plots must be in a good state of cultivation, (growing herbs, flowers, fruits and vegetable crops) to a minimum of 30% of the plot, including the winter months in the first year of the tenancy agreement, 75% thereafter. Any area not cultivated shall be maintained to prevent the spread of weeds.

### Non-Cultivation of Crops

Any plots that have been identified as not being cultivated in line with the terms and conditions set down in this document will result in the tenant being contacted and given the opportunity to explain their reasoning or to terminate the tenancy and return the keys. Any costs relating to the clearing of the plot will be invoiced to the tenant who terminated their contract. If no action is taken by the tenant to cultivate the plot to the minimum standard within one month, they will be contacted once again. If the second contact is unsuccessful, SWAN Community Council reserve the right to terminate the tenancy agreement.

## Safety

It is a tenant's responsibility to ensure their plots are worked and maintained in a safe manner; injuries caused to anyone visiting the site by an unsafe practice of a tenant is the responsibility of the plot holder.

## Weed Control

It is always the plot holder's responsibility to keep the plot free from weeds.

Any weed suppressant coverings are permitted but must be of a standard and material recognised horticulturally. Items including but not limited to carpets, plastic liners and bags are not permitted.

Suppressant coverings must be made secure and but not using materials such as tyres, bricks, slabs, or other waste materials.

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Coverings are only to be used on a short term and temporarily basis to kill the weeds ready to cultivate the plot. Coverings should be removed at the earliest opportunity and stored tidily.

### Fruit Trees

Dwarf trees are permitted on site but should be well maintained and must not exceed 2.5 meters in height. If any tenant's tree's, bushes, or hedging exceed the maximum height, they will be contacted and ask to bring them back to the maximum height as requested.

### Invasive Plants

Invasive plants including bamboo, willow, fast growing conifers, and Christmas trees are not permitted on site. If any plot has any invasive plants, the tenant will be contacted, and they will be required to cut them down and dispose of them responsibly.

### Composting

Only non-diseased garden waste, fruit, vegetables, eggshells etc. can be used in the compost bins, cooked food is not permitted for use in any compost bin. Compost bins should be free from any waste that is non degradable or that will cause infestations.

### Hedges

It is the tenant's responsibility for maintaining any hedge on or adjoining their plot. Hedges must not exceed 2.5 metres in height and must be trimmed at least twice a year between 1 September – 28 February to avoid bird nesting season. Any tenant found to be carrying out hedge maintenance between 1 March to 31 August will be contacted and a warning being issued.

SWAN Community Council are responsible for the top and external facing of any hedge that adjoin a perimeter boundary, haulage way and pathways. SWAN Community Council reserve the right to remove any hedges that cause any obstruction or impact in safety.

### Sheds and Other Structures

It is the responsibility of tenants to protect, secure and insure any personal belongings including other structures. Any loss by accident, fire, theft or damage of any structures, tools, plants, or contents on the allotment is the responsibility of the tenant, not SWAN Community Council.

From the 1<sup>st</sup> October 2020, permission must be given in writing by SWAN Community Council prior to erecting or installing any new structures, we would recommend prior discussion with council reps prior to application. Any new structures or replacement structures that have been erected without obtaining permission, the tenant will be asked to dismantle the structure and remove it from the site.

The maximum number of structures depends on the size of the plot, but allowance will be considered for 1 shed, and two other structures, for example a shed and two poly tunnels or a glass house with 1 poly tunnel and 1 fruit cage.

Structures are not permitted to measure any higher than 2.5 meters in height.

Sheds and sided structures should be included within the 25% area allowed for non-cultivation. Poly tunnels, glass houses and fruit cages will be included within the 75% cultivated area.

Any structures on the allotment must be temporary, maintained in a safe condition and not constructed from hazardous waste.



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Any structures on site are not to be inhabited and are only to be used whilst the tenant tends to their plot.

### Unsafe Structures

If SWAN Community Council have any concerns regarding the safety or appearance of a tenant's structure, the tenant will be contacted and will be requested to either repairs are carried out or the structure gets dismantled and taken off site. If a tenant fails to comply, SWAN Community Council will take action to dismantle the structure and remove it from the site. Any costs incurred will be recharged to the tenant.

### Fences

Fences between neighbouring plots should be no taller than 1.5 meters. They must not be constructed of solid materials but can be a trellis style made from only natural materials such as wood or canes. All fences but be constructed in a safe and secure manner with no sharp or protruding parts that may cause injury to other users and visitors. Fences and any plants growing upon them should be located within the plot's boundary.

### Plot Pathways

All paths between plots must be no less than 0.5 meter and should be wide enough for easy pedestrian access to neighbouring plots. They must be maintained in a safe condition, kept cut and clipped up to the nearest half width by each adjoining plot. All paths must always be kept free from obstruction.

### Plot Numbering

All plots must be clearly marked with the correct plot number. Any plots that do not have a visible plot number will be contacted to ask the tenant to rectify the issue. SWAN Community Council reserve the right to mark the plot by either marking a structure on the plot or place markers in the ground.

## Restricted Items and Activities

### Hazardous Waste

The use of polluting materials such as tyres, asbestos, glass and carpet is not prohibited, if a tenant is seen to be using this, it will be treated as illegal disposal of waste and the tenant will be contacted and issued with a warning. SWAN Community Council will organise for such waste to be collected and disposed of correctly and the tenant will receive an invoice to be recharged, the costs include the waste collection, disposal, and administration fees.

### Waste Materials

Waste materials that are prohibited from being bought on to the site include, but not limited to.

- Construction materials including rubble and hard core
- Bathtubs
- Domestic household items, i.e. doors, shelving, cabinets, bed frames etc.
- Glass bottles
- Vegetation and garden waste bought from an external source
- Food waste
- Commercial waste

Bricks, concrete slabs, or pads are permitted for the use of constructing a base for a shed or glass house. Any excessive materials that are not used for this purpose will result in the tenant being

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contacted and be requested to move the materials off site. Failure to comply to this term will result in SWAN Community Council arranging the removal of such materials and issue an invoice to the tenant to recover costs.

### Fly-Tipping

If fly tipping is witnessed within the site, they should immediately report this to SWAN Community Council with the following details, what was witnessed, location, vehicle make and model, number plate, vehicle markings and a description of the person(s). If there is any photographic evidence of video images, these should also be provided to SWAN Community Council. Appropriate action will be taken but tenants are reminded to always consider their own safety and not pursue collection of information if it puts them at risk.

### Burning of Waste

Bonfires/open fires are not permitted without consent from SWAN Community Council. If permitted, must always be attended, and tenants must ensure there is sufficient water supplies on the site to extinguish the fire if necessary. Fires must be fully extinguished as soon as the tenant is leaving the site.

Garden waste can only be burned within an incinerator and in a controlled manner, at Dusk, burning of any other materials is prohibited. SWAN Community Council reserve the right to prohibit any burning of garden waste on any plot.

Smoke caused by burning garden waste must not cause a nuisance to other allotment users, visitors, neighbouring properties, or users of the highway. Anyone found to be causing a nuisance could result in action being taken under the Environmental Protection Act 1990 or the Highways Act 1980.

SWAN Community Council will keep a record of all complaints in regard to bonfires, to enable us to detect tenants who are repeatedly causing a nuisance and to identify vexatious complainants who do not show due regard to our tenants' rights to use and manage their land in a reasonable manner'.

### BBQ's

In accordance to Government guidelines, BBQ's are not permitted to be used on site.

### Storage

Only materials that are used for growing herbs, flowers, fruits, and vegetable crops are permitted to be stored on site. Storage of chemicals, pesticides and fuels including petrol is not permitted and should be removed from site at the end of each day. Any containers that hold such chemicals should be clearly marked, lids kept tightly secured and kept out of reach of children.

### Ponds

Ponds are not permitted on any allotment plot without authorisation from SWAN Community Council. Ponds must meet requirements which will be given if permission is granted. Failure to adhere to these terms and conditions will result in the tenant being contacted and advised of the action to be taken. If adjustments are not made within the agreed period a request will be made to remove the pond and reinstate the ground.

### Livestock

These are not permitted on site.

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## Anti-Social Behaviour

Tenants must ensure that their own or that of their visitor's/children behaviour, language or conduct is not causing a disturbance, alarm, or distress to others.

## Illegal Activities

Anyone suspected or caught carrying out illegal activities will be passed over to Kent Police, if found guilty of any illegal offence their tenancy will be terminated immediately.

## Unauthorized persons

Those who enter the site without permission from the tenant or SWAN Community Council will be trespassing; they will be asked to leave immediately; in some cases, the police may be contacted.

## Dogs

Dogs are permitted on the site, but they must always be kept on a lead and under control. Owners must clear up after their dogs and take their waste home as there are no facilities to dispose of this waste. Any tenant with dogs must ensure that they do not cause a nuisance to other dogs, visitors and fellow tenants; if any tenants dog is found to be causing a nuisance, the tenant will be contacted and could result in the dog no longer being allowed on the site.

It is the owner's responsibility to ensure the dog has enough clean drinking water.

Dogs are not permitted to be left on the site overnight or used as security on the site.

## Termination

If any tenants breach these terms and conditions, SWAN Community Council reserve the right to terminate the tenancy agreement, however, any issues will try to be resolved before the agreement is terminated.

If a tenant no longer wishes to continue with their tenancy agreement, they have the right to terminate the tenancy agreement at any time; they must ensure that the plot has been cleared from any unsafe structures, the compost bins are emptied and that any weed or grass growth is trimmed to ground level. Failure to follow these instructions will result in SWAN Community Council clearing the site and sending the tenant an invoice to recuperate any costs incurred.

## How to Make a Complaint?

Any complaints or compliments can be made by contacting the Clerk for SWAN Community Council who is contactable via,

- Email: Clerk@swancc.org.uk
- Telephone: 01233 528933
- Address: Invicta Business Centre Suite 10, Ashford Market, Orbital Park. TN24 0HB

## Privacy Notice for the Allotment Service

SWAN Community Council recognises the pride tenants will have in their work, and welcome photography and videography on site. We welcome their uploading to various social media sites subject to the following conditions.

Photographs taken on site, or above the site or adjacent to the site must only be directed to the tenant's own plot, not include any other tenant, visitors, property, or plot without their prior written consent.

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SWAN Community Council recognises people's right to have a reasonable expectation of privacy whilst working their plot, any tenant adversely interfering in other tenant's expectation of privacy will be considered in breach of their tenancy and the appropriate action will be taken.

Although the council welcomes upload to social media sites, to enhance community spirit, provide positive allotment encouragement or to display pride in one's work, the council reserves the right to require tenants to remove vexatious uploads, complaints or postings that bring the council into disrepute, target any other tenant or staff member/warden. Failure to remove posts/uploads will be considered a breach of tenancy. Any complaints should be submitted in writing and be subject to our complaint's procedure.

Any SWAN Community Council representatives will take photographs of each plot as part of the regular inspection process, this will be retained for administrative purposes and not released. Tenants working their plots during such inspections shall be given the opportunity to remove themselves from the photographs, if they so wish however any tenant who refuses or fails to move will be deemed to consent to their photograph being taken and stored by the council.

The council also reserves the right to take holistic photographs of the site, from any angle in the site, or above the site, for the sole purpose of advertising the area, inclusion in the council newsletter or social media feeds. Council representatives will always seek to either request consent at the time or remove personally identifiable features from the photographs to maintain tenant's privacy.

### Processing Activities

Your information will be used to administrate your allotment application and any subsequent and/or ongoing allotment tenancy.

### What Personal Information We Hold

SWAN Community Council hold the following personal information to enable us to fulfil our allotment function.

- Name
- D.O.B
- Address
- Telephone Number
- Email address
- Health Information (Concessionary rental)
- Financial Information (Concessionary rental)

Your information will be held for as long as you are on the waiting or when your tenancy ends.

### Lawful Basis for Processing

Processing is necessary for the performance off a contract to which you are subject (e.g. where you have paid for an allotment pitch).

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

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## How We Get your Information and Data Sharing

Primarily the information come from you when you fill in any forms, sign the tenancy agreement or when your contact us either by post, email, and any other communication.

## How We Protect Your Data

Any data that you provide is protected via rigorous procedures and measures to ensure the data is not seen, accessed, or disclosed to anyone that should not see it.

## Your Rights

Unless subject to an exemption under data protection legislation, you have the following rights,

- The right to access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to object to processing
- The right to make a complaint
- The right to withdraw consent

## Right to Complain

We set ourselves high standards when it comes to protecting your personal data. For this reason, we take any complaints we receive from you about our use of your personal details seriously and request that you bring any issues to our attention.

When you communicate with us for the purpose of making a complaint, we will only use your personal data to enable us to handle, investigate and respond to the complaint and to check on the level of service we provide.

## Glossary of Terms and Interpretations

Allotment	A plot of land that is let by SWANCC for the cultivation of herbs, flowers, fruit, and vegetable crops
Haulage way	A common route within the site for vehicular and pedestrian access to the allotment
Non-cultivated area	Small area (no longer than 25% of plot) of grass, patio or built structures for pastimes, eating and/or relaxing
Paths	Dividing paths between allotments
Rent	The annual rent payable for the tenancy of an allotment
Site	Any area of allotments that are grouped together at one location
SWANCC	South Willesborough and Newtown Community Council
Tenant	A person who holds an agreement for the tenancy of an allotment
Tenancy agreement	A legally binding document which record the terms and conditions of letting, or an allotment(s), to an individual