

BRISLEY PARISH COUNCIL

GUIDELINES AND TENANCY AGREEMENT FOR GATELEY ROAD ALLOTMENTS

GUIDELINES AND GENERAL TERMS

- The Parish Council Allotments are situated within the Brisley Amenity Area in a quiet position opposite the Village Hall on Gateley Road. The Allotments were upgraded and re-launched in 2013.
- The Allotments are easily accessed with adjacent car parking and enjoy the benefits of a water supply and rabbit proof fencing and hedging around the perimeter for shelter and security.
- A £50 deposit will be required from new tenants which will be returned upon vacating the plot in a good condition – as judged by the Council.
- Each applicant for an allotment is licensed to hold a specific/numbered plot or plots for one year commencing 1st JANUARY.
- An ANNUAL FEE is payable in DECEMBER for the following year.
- There are a total of 16 allotment plots of 10 x 20 metres available for cultivation.
- Preference will be given to tenants residing within the Parish. Applicants from adjacent parishes will be considered and permitted to hold a licence.
- An Allotment is to be used solely for the cultivation of vegetables, fruit and flowers.
- Only approved structures/sheds will be allowed.
- The day to day running of the allotments is overseen by the Parish Council.
- See also the Brisley Parish Council Allotment Policy.

TENANCY AGREEMENT

DEFINITIONS

In this AGREEMENT the following terms mean:

Landlord Brisley Parish Council

Tenant Authorised user party to this Agreement

Allotment Gardens Gateley Road Allotments, Brisley

Plot Individual area of land leased to the Tenant on an annual basis

Rent £50 (fifty pounds) per year or any revised sum determined by the Landlord which is to be made payable under this Agreement by December 31st each year

Deposit A £50 (fifty pounds) deposit will be required, returnable upon vacancy of the plot in a good condition.

Tenancy Period The annual licensed period covering 1st January – 31st December in any calendar year, or part thereof if agreed otherwise.

1. LETTING

1.1 The Landlord lets to the Tenant the Plot in return for the Rent payable under this Agreement and on the Terms contained within this Agreement.

2. RENT AND OTHER PAYMENTS

2.1 The rent will be paid in advance by/on 31st December each year.

2.2 Tenants will be notified of any increase in rent at least three months in advance.

2.3 The deposit will be due upon initial tenancy of a plot and returned if the plot is vacated and in a good condition. The Council will judge if the plot is in a good condition but advice can be given beforehand as to what is required.

3. USE OF THE ALLOTMENT GARDEN AND INDIVIDUAL PLOTS

3.1 The Allotment Garden is to be used solely for the cultivation of vegetables, fruit and flowers for the use and consumption by the Tenant and his/her family.

3.2 The commercial production of any crops is not permitted.

3.3 The planting of any trees or shrubs, including fruit trees, is only permitted where the maximum height of any tree/shrub is less than 3 metres and the spread of the plant is contained within the plot.

3.4 No topsoil or other materials/items belonging to the Landlord are to be removed from the Allotment Garden.

3.5 The keeping of animals, livestock or poultry on the plot is not permitted. Any dogs brought into the Allotment Garden are not to cause nuisance to other users and any dog fouling removed.

3.6 Reasonable quantities of garden waste and manure can be placed within the bounds of each plot for the purpose of composting and soil improvement. Garden waste and other matter is not to be deposited in hedges, ditches or on vacant plots and must be taken off site, unless used for composting.

3.7 The use of pesticides and other garden chemicals are to be used responsibly, as per manufacturer's recommendations, and so as to ensure no adverse effect other allotment users, members of the public and wildlife. All products are to be stored in a safe and responsible manner, if kept on the Allotment Gardens.

3.8 The use of barbed wire, corrugated sheet metals or other form of sharp fencing materials is not permitted.

- 3.9 The erection of any building or structure (e.g. shed, cold frame, fencing or hardstanding) is to be approved in advance by the Landlord. Consent will only be given for sheds up to 2.5x1.8m (8'x6'). Sheds on the northern plots must be placed at the North end of the plot and those on southern plots must be sited at the southern end of the plot. Any approved structures are to be kept in a safe and reasonable condition and to be removed at Termination of the Tenancy, unless otherwise agreed with the Landlord. Polytunnels will not be permitted.
- 3.10 Rainwater harvesting is encouraged and Tenants are permitted to site up to 4 water butts on their plot. All receptacles are to be stable, not sunken, and have secure covers.
- 3.11 The Tenant is required to keep the plot clean, in good condition and in an active state of cultivation and to keep any fixed/loose items (e.g. canes, cloches, water butts, garden pots) in good repair and within the bounds of the plot.
- 3.12 Tenants should take reasonable steps to control or eradicate any disease, vermin or pests on or connected with their plot.

4. QUIET ENJOYMENT

- 4.1 The use of bonfires is to be kept to a minimum, only to be allowed where supervised, and to be extinguished prior to leaving the Allotment Garden.
- 4.2 No Tenant is to cause nuisance or annoyance to other users of the Allotment Garden. All Tenants are expected to exercise due consideration for other allotment holders and neighbouring residents.
- 4.2 The consumption of alcohol, playing of music and games is not permitted within the Allotment Garden.

5. TRANSFERS AND SUBLETTING

- 5.1 The sub-letting and/or transfer of plots is not permitted.
- 5.2 In the event of persons wishing to share a plot, the Tenancy Agreement will be entered into with a Lead Tenant and written consent given to share occupation or use of the plot. The Lead Tenant will be responsible for upholding the Terms of the Agreement.

6. INDEMNITY

- 6.1 The Tenant agrees to keep the Landlord indemnified against all claims arising from his/her use of the plot as permitted within this Agreement.
- 6.2 The Landlord will not be liable for any costs, damage or injury incurred as a result of theft, vandalism or Acts of God.

7. ACCESS AND INSPECTION

- 7.1 The Tenant shall not withhold any reasonable request from the Landlord to have access, for the purpose of conditions inspection and carrying out any works in respect of the Allotment Garden and individual plots, as deemed necessary.

8. WATER SUPPLY

- 8.1 The Landlord is to provide a metered water supply for the communal use of allotment holders. The water will be mains supply and available for use by authorised allotment holders only.
- 8.2 The Parish Council will be responsible for the first £100 of water used in each calendar year and thereafter the amount billed by the water provider will be apportioned equally to the number of plot holders in the same calendar year.
- 8.2 The connecting of individual hose pipes to the water supply is not permitted.
- 8.3 In the event of misuse of the supply, extreme weather conditions or directive from the water provider the Landlord reserves the right to cut off the supply.

9. BOUNDARY FENCING, GATES & PATHS

- 9.1 Boundary fencing, gates and paths are provided by the Landlord and will be the responsibility of the Landlord to maintain. It will be the Tenant's responsibility to bring to the Landlords attention any matters of maintenance or damage if noted when visiting the Allotment Garden.
- 9.2 The Landlord will allow for regular cutting of grass paths and for the inspection and maintenance of the rabbit proof fencing, hedging and gates.
- 9.3 Tenant's are asked to ensure that the communal path/s surrounding their plot is kept clear so that regular unobstructed maintenance – grass cutting/herbicide etc – can be undertaken by the Landlord.

10. TERMINATION OF THE TENANCY

The Tenancy may be terminated by either party, as follows:

- 10.1 Notice by the Tenant to quit may be given up to one month (ie 30th November) prior to renewal of the Agreement. The termination must be made in writing.
- 10.2 The Landlord will withdraw the Tenancy if the Tenant has failed to keep the plot in a good state of cultivation, fails to pay any rent or by any other breach of any terms of this Agreement.
- 10.3 Notice by the Landlord to vacate may be given up to one year/twelve months in any calendar year of the Tenancy.
- 10.4 The Agreement is terminated on death of the Tenant.
- 10.5 Upon Termination of the Tenancy the Tenant is to return the plot to the Landlord in the state and condition required by this Agreement. The Landlord may require the removal of any permitted buildings, fixtures or items left by the leaving Tenant, unless written confirmation is given for these items to remain.
- 10.6 In the case of a tenancy agreement ending, the tenant must ensure that all structures and other items on the lot are removed within 28 days following the date of termination of the contract. Failure to do so will result in the Council removing and disposing as they see fit and charging the tenant with the cost of doing so.

11. GENERAL DATA PROTECTION REGULATIONS FOR ALLOTMENT TENANTS

A copy of Brisley Parish Council Privacy Notice is attached to this agreement.

DETAILS AND SIGNATURES OF PARTIES TO THE AGREEMENT

Signed: _____ **Date:** _____
Clerk to the Parish Council

Signed: _____ **Date:** _____
Tenant

Tenancy Period: _____ **Plot No:** _____

Tenant Address: _____

Email: _____ **Telephone:** _____

Brisley Parish Council

Sheryl Irving
Clerk
Bay Tree Cottage
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Brisley
NR20 5LH
Tel: 01362 667756
Email: brisleyparishcouncil@gmail.com

Privacy Notice

When you contact us

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will not be shared or provided to any other third party.

The Councils Right to Process Information

General Data Protection Regulations Article 6 (1) (a) (b) and (e)

Processing is with consent of the data subject, or

Processing is necessary for compliance with a legal obligation, or

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.

Information Security

Brisley Parish Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.

We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of your data held by Brisley Parish Council at any time).

Children

We will not process any data relating to a child (under 13) without the express parental/ guardian consent of the child concerned.

Please contact our Data Information Officer (contact details above) for any of the following:

- **Access to Information**
You have the right to request access to the information we have on you.
- **Information Correction**
If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate.
- **Information Deletion**
You can request Brisley Parish Council to delete the information about you.
- **Right to Object**
If you believe that your data is not being processed for the purpose it has been collected for, you may object.

Rights Related to Automated Decision Making and Profiling

Brisley Parish Council does not use any form of automated decision making or the profiling of individual personal data.

Conclusion: In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policies to keep it up to date in protecting your data. (You can request a copy of our policies at any time).

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Brisley Parish Council Clerk: Sheryl Irving, 01362 667756 or brisleyparishcouncil@gmail.com and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113
