

EDLESBOROUGH PARISH COUNCIL
TENANCY AGREEMENT FOR ALLOTMENTS IN THE PARISH OF EDLESBOROUGH

THIS AGREEMENT made the **14th** day of **May 2020** between the Parish Council of Edlesborough (hereinafter called the Council) and (hereinafter called the Tenant) by which it is agreed that:

1. The Council shall let to the Tenant for him/her to hold as Tenant from year to year the Allotment of the approximate area of poles (being part of the Allotments provided by the Council) at **DAGNALL / EDLESBOROUGH GREEN / EDLESBOROUGH COW LANE / NORTHALL** (delete as appropriate) and numbered in the Council's allotment register.
2. The Tenant shall pay a yearly rent, in advance on or before the 11th day of October in each year, to expire on 29th September of the following year. Late payment of the yearly rent will incur an additional administrative charge of ten pounds.
3. The tenancy may be terminated by either party to this agreement serving on the other a written notice to quit, expiring on or between the 29th day of September and the 6th day of April in any year.
4. Tenancy applicants that reside within the Parish of Edlesborough will be given priority where there is a waiting list. The Tenant must notify the Council of any change of address within one month
5. The Tenant shall, during the tenancy, carry out the following obligations:
 - a) The Allotment shall be kept in a clean, decent and good condition and properly cultivated.
If in the view of the Council the allotment is not kept in a clean and tidy condition or is not adequately cultivated, a written warning may be issued to the tenant. If the situation is not rectified within one month of the written notice being served, the terms of the tenancy will be considered to have been breached and the Council may at its discretion terminate the tenancy in accordance with rule 7 below.
 - b) No nuisance or annoyance shall be caused by the Tenant to any tenant of any other part of the Allotments provided by the Council.
Bonfires can cause annoyance to other tenants and neighbours of the Allotments. Consequently they are not permitted on the Edlesborough Green site (except in special circumstances with the expressed consent of the Allotment Warden) due to its location in the centre of the village. Bonfires are permitted on the other sites provided that only dry organic matter is burnt and they don't cause a nuisance to other tenants. All fires must be extinguished and made safe before leaving the Allotment.
 - c) No livestock or poultry of any kind shall be kept upon the Allotment without the consent of the full Council.
 - d) In general, dogs are not permitted on the Allotments, but a Tenant may bring his or her own dog with them providing that it is kept on a short lead and strictly confined to the Tenant's own Allotment.
 - e) The Tenant shall not assign the tenancy or sub-let or part with the possession of any part of the Allotment.
 - f) The Tenant shall not erect any building or other permanent structure on the Allotment, nor fence the Allotment, without first obtaining the consent of the Allotment Warden. If the Tenant wishes to erect more than a single shed, greenhouse and/or polytunnel, the consent of the full Council must be obtained. Tenants are required to remove any such structures on the Allotment on termination of the tenancy, unless otherwise agreed by the incoming tenant or the Allotment Warden. Fruit cages are permitted on all sites. Sheds and greenhouses no more than 3m x 2.5m and polytunnels no more than 5m x 3m will normally be allowed except on the Edlesborough Green site where no structure more than 1.5m high is permitted (other than fruit cages). Temporary fencing no more than 1m high to protect the Allotment against wildlife is permitted on all sites. Concrete bases are not permitted and fence posts must not be concreted into the ground. The use of barbed wire, razor wire or similar is not permitted on the Allotment. Any structures erected before 29 September 2015 that exceed the dimensions specified above will continue to be allowed until termination of the tenancy.
 - g) The Tenant shall maintain in decent order all hedges, ditches and paths bordering his or her Allotment;
 - h) Whilst fruit bushes may be planted and grown, fruit trees or other trees are not permitted without the consent of the full Council. Any such trees that may be permitted must be at least 2 metres away from the boundary of the Allotment and must be removed on termination of the tenancy unless otherwise agreed by the incoming tenant or the Allotment Warden.
 - i) The Tenant shall cultivate the Allotment for, and shall use it only for, the production of fruit, vegetables and flowers for domestic consumption by himself/herself and his/her family;

- j) The Tenant shall permit the inspection at all reasonable times of the Allotment by any officer of the Council;
 - k) The Tenant shall not obstruct or permit the obstruction of any of the paths on the Allotments set out for the use of the tenants of the Allotments;
 - l) Each Tenant shall provide and display a stake showing the Allotment number.
 - m) The Tenant shall not use a hosepipe or sprinkler on the Allotment.
6. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotments.
 7. If the Tenant shall have been in breach of any of the foregoing provisions of the Agreement for a period of one month or longer, the Council may re-enter upon the Allotment and the tenancy shall thereupon come to an end, but without prejudice to any right of the Council to claim damages for any such breach, or to recover any rent already due before the time of such re-entry but remaining unpaid.
 8. On termination of this tenancy, either by the Tenant or the Council, the Tenant will be expected to leave the Allotment in a clean and tidy condition. If the Council considers that the Allotment has been left in an unsuitable condition, it may seek compensation under the 1950 Allotments Act for the cost of making good any deterioration to the land.
 9. On the termination of this tenancy the Tenant shall be entitled to receive such compensation as is provided for by the Allotments Act 1908 to 1950, but if the Tenant shall have been paid or promised any compensation by any incoming tenant of the Allotment, the Tenant shall, before claiming any compensation from the Council, give to it notice in writing of the matters in respect of which any such compensation has been paid or promised.
 10. Any notice required by this Agreement to be given to the Council shall be delivered to or sent by post to the Clerk of the Council, and any notice to be given to the Tenant shall be treated as sufficiently served if left at or delivered by recorded delivery post at the address at the foot of this Agreement.
 11. Disputes between tenants about the implementation of the conditions of use and related matters should first be referred to the Warden before being referred to the Council for resolution. The decision of the Council is final.
 12. Vandalism or theft on the Allotments should be reported to the Police, using 101 (or 999 if the offenders are still on site).

Signed by the Tenant

PE Pataky

Signed on behalf of Edlesborough Parish Council by the Clerk

Full Name and Postal Address, Telephone number & email of Tenant (in block capitals please)

Full Name:	Telephone No:
Address:	Email:

Miss Penny Pataky Clerk to Edlesborough Parish Council
15 Summerleys
Edlesborough
Beds
LU6 2HR
Tel: 01525 229358

E-mail: clerk@edlesborough-pc.gov.uk

REVISED JUNE 2019

Edlesborough Privacy Policy

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 be not 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

Edlesborough 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 Edlesborough 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.

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer: The Clerk to Edlesborough Parish Council

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. Please contact: The Clerk to Edlesborough Parish Council to request this.

Information Deletion

If you wish Edlesborough Parish Council to delete the information about you please contact: The Clerk to Edlesborough Parish Council to request this.

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object: Please contact The Clerk to Edlesborough Parish Council to object.

Rights Related to Automated Decision Making and Profiling

Edlesborough 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 Edlesborough Parish Council Data Information Officer: The Clerk to Edlesborough Parish Council and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113

Please sign and date below to confirm the following:

- I agree that I have read and understand Edlesborough Parish Council Privacy Notice. I agree by signing below that the Council may process my personal information for providing information and corresponding with me.
- I agree that Edlesborough Parish Council can keep my contact information data for an undisclosed time or until I request its removal.
- I have the right to request modification on the information that you keep on record.
- I have the right to withdraw my consent and request that my details are removed from your database.

Sign:	Date:
Print name:	