

Allotment Agreement for Underwood Allotments.

AN AGREEMENT made this day of 20..... BETWEEN THE **BISHTON COMMUNITY COUNCIL** (hereinafter called 'the Council') and, (here in after called 'the Tenant') of the other part **WHEREBY** the Council agrees to let, and the tenant agrees to take as a yearly tenant from the **1st** day of **April 20** the Allotment Garden number [**Underwood Allotments**] in the Register of Allotments provided for the Bishton Community Council, and all containing thereabouts, at the yearly rent of **£15.00** and at a proportionate rent for any period of less than a year over which the tenancy may extent, subject to the following conditions:

1. a. The rent shall be paid yearly, in advance on the 1st day of April each year.
- b. The tenant shall cultivate the said land only as an allotment garden within the meaning of the Allotments Act, 1922, or any statutory amendment or re-enactment thereof and in particular shall not use the said allotment for the purposes of trade or business.
- c. The cultivation of drugs is not permitted.
- d. The tenant shall keep the allotment garden at all times properly cultivated, fertilized and free from weeds (which shall not be allowed to grow taller than knee height) and shall so deliver up the same on the determination of the tenancy.
- e. The tenant may keep chickens on their plot but written authority must first be obtained from the Council. A maximum of 6 (six) chickens per plot may be permitted and the plot holder will be responsible for their welfare.
 - Where the presence of chickens attract rodents it is the responsibility of the plot holder to ensure pest control measures are taken.
 - If the pest problems persist the plot holder will be instructed to remove their chickens from the site.
- f. The Tenant shall repair any fences or other structures erected on the said allotment garden.
- g. The tenant shall not cause, permit or suffer any nuisance or annoyance to the Occupier of any other allotment garden or obstruct any path or road whether set out by the Council for the use of the public or the occupier of the allotment gardens, or otherwise. The tenant shall not cause a dog in his/her charge to be off a lead or suffer to be off a lead at any time whilst on the Allotment Site.
- h. The tenant shall not, without the previous written consent of the Council, erect on the allotment garden or suffer to be erected thereon any hoarding, advertisement, tool house, greenhouse, pigsty, goat pen, chicken coup or other structure or building of any kind.
- i. The tenant shall not use barbed wire for a fence adjoining any road or path whether set out by the Council or otherwise.
- j. A mains water supply is provided at the sole discretion of the Council. The tenant shall not connect a hosepipe or any other like irrigation equipment to the allotment site water supply. Watering cans and buckets or like receptacles are the only permitted containers allowed for the purpose of irrigation of an allotment garden. Water drawn from the allotment site supply shall not be removed beyond the allotment site boundaries in containers for any purpose whatsoever.
- k. The tenant shall observe and perform any other conditions, which the Council may from time to time consider necessary to improve the allotment or to preserve it from deterioration.
- l. The tenant shall not assign, under-let or part with possession of any allotment the subject of these presents, or any part thereof, without the previous written consent of the Council.
- m. Should the tenant breach any of the above conditions the Council reserves the right to terminate the agreement with immediate effect.
- n. If the tenancy ceases before completion of the full term, either due to a breach of conditions or where the tenant decides to forfeit the allotment garden, there will be no proportionate refund for the remaining period of the tenancy.

2.
 - a. The key / combination number to the entry gate will be issued to each allotment user. If a key is issued a cost for a replacement key will be paid at the time of hiring the allotment.
 - b. The gate to the allotments is to be kept locked at all times when entering & leaving the site. This is to reduce the possibility of fly tipping.
 - c. There are two (2) car parking areas for allotment holders use which are to be kept clear of rubbish and not used for tipping manure or wood chippings or discarding of rubbish.
 - d. The central track and top car park may be blocked off during the bad weather to prevent damage by cars.
3.
 - a. Dumping of rubbish & non-allotment waste on site is not permitted. Allotment holders are to remove their rubbish from the site.
 - b. Burning of domestic or industrial rubbish, furniture, mattresses, carpets, plastic pipes, etc. on the allotments is not permitted.

AND IT IS HEREBY AGREED and declared as follows:

4. That any officer or Member of the Council authorised by the Council shall be entitled at any time to enter and inspect the allotment garden.
5. The tenancy hereby created may be determined by the Council by twelve months notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year or by three months notice in writing expiring at any time if the allotment shall be required by the Council for any of the purposes mentioned in Section 1 of the Allotment Act, 1922, or any statutory amendment or re-enactment thereof and may be determined by the Tenant by three months notice in writing expiring on the second day of October or the second day of April in any year.
6. If the rent shall be in arrears for forty-two (42) days whether legally demanded or not there shall be a breach of the conditions herein contained the Council may re-enter the said land without giving notice to quit and may expel the Tenant therefrom without prejudice to any claim by the Council against the Tenant.
7. The tenancy hereby created if not sooner determined by the Council or the Tenant as herein before provided, shall automatically determine on the death of the tenant and where the Council is seized of the allotment for a term of years shall determine immediately upon the determination of the said term of years.
8. The Underwood Allotment Association (UAA) manage the allotments site on behalf of Bishton Community Council. They are responsible for the smooth running of the site and resolving any issues or disputes. In the event a tenant disagrees with a decision made by the UAA they may partition the Council in writing for resolution. The decision of the Council on the matter shall be final.
9. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Council Clerk for the time being and may be served on the Tenant either personally or by leaving it at his last known address or by registered letter or letter sent by the recorded delivery service addressed to him/her there or by fixing the same in some conspicuous manner on the allotment garden comprised herein. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the **Council Clerk, 7 Parkwood Drive, Rhiwderin, Newport, NP10 8JT.**
10. By signing this Allotment Agreement, you confirming that Bishton Community Council can continue to use your personal data in line with our Data Privacy Policy detailed below -

GENERAL DATA PROTECTION REGULATION

The General Data Protection Regulation (GDPR) means that you now have more control over how your data is safeguarded and used. Bishton Community Council will ensure that all data protection legislation is adhered to and will protect securely any data that it collects. Details of our Data Privacy Policy can be found on the Bishton Community Council website www.bishton.org.uk.

The data relating to allotments and allotment holders is limited to the contact details of members, prospective members (on waiting lists) and former members who have recently relinquished their allotments. Contact details include names, postal and email addresses, telephone numbers including landlines and mobile phones. This data will be used for the purpose of contacting members, for example to send newsletters and collect rents though individual members may also be contacted for other legitimate purposes, for example if there has been damage to an allotment or shed, the plot is being neglected or other reasonable purposes. This data will not be shared with other individuals or other organisations.

As witness the hands of the parties hereto,

Tenant name:

.....Signature

Address

Tel:.....

Witness: **Council representative**

- * *The signed copy to be retained for council files.*
- The tenant should receive a copy for reference.*