



Shenley Church End Parish Council

Allotment Handbook and Tenancy Rules 2023/24





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I. Introduction

- I.1.** Under the Small Holdings and Allotments act 1908 Shenley Church End Parish Council (SCEPC) has a duty to provide allotments to residents of the parish. It has 3 such allotment sites and in order to regulate the use and letting of these sites it has the power to make rules.

The following pages outline these rules and the procedures that SCEPC will follow in implementing these rules, as well as outlining best practices for the site, as can be seen in the appendices.

- I.2.** In paying for an Allotment Plot you are giving consent for us to hold your details and to contact you. You are confirming you have read and agree with the terms and conditions of the Allotment Site as laid out on the following pages, and that you have read and agree with the Privacy Notice which is attached. When you rent an Allotment Plot from Shenley Church End Parish Council, the information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information and send invoices and receipts where applicable, relating to your agreement.





- 1.3. Your personal information will not be shared with any third party without your prior consent unless it is necessary to do so in connection with safeguarding children and/or vulnerable adults or for the prevention and detection of crime and fraud.

[Please see Privacy Notice attached.](#)

- 1.4. SCEPC reserves the right to review and amend, if necessary, the forgoing rules and regulations at any time. We will endeavor to inform every tenant of any changes we have made as soon as it is reasonably practicable.

A copy of the allotment handbook is available from the Parish Council website:

www.shenleychurchend-pc.co.uk

- 1.5. This agreement is made between Shenley Church End Parish Council of The Cartshed, 19a Shenley Road, Shenley Church End, Milton Keynes, MK5 6AB (SCEPC) and (You) the Allotment Tenant.





It is Agreed as follows:

You agree to take on an Allotment Plot at Crownhill, Shenley Church End or Powis Lane Allotment Site on an annual tenancy which runs from 1st November to 31st October each calendar year at the notified annual rental. The tenancy is subject to the Allotments Acts 1908 to 1950 and the Tenant agrees to abide by the following:

2. Allotment administration

- 2.1. SCEPC must be notified of any change of residential address or contact details such as e-mail address or phone number. Failure to do this may result in missing communication which could consequently culminate in the termination of the tenancy.
- 2.2. Any notice given by SCEPC in respect of this agreement shall be sufficient if sent by post to the last known address.
- 2.3. If communication from SCEPC requires you to take action in regards to a tenancy breach, you must contact the parish offices to establish an improvement agreement.
- 2.4. Once the Tenancy Agreement has been accepted by the Tenant, the responsibility for holding public liability insurance falls to the Tenant. Tenants are recommended to seek professional advice as to the





level of cover necessary and to review the level of cover annually or whenever the Tenant's circumstances pertaining to the Allotment Plot changes.

- 2.5. Anything that is placed on the allotment is not protected against theft, vandalism or storm damage. SCEPC is not liable for any loss or damage to property.
- 2.6. SCEPC staff, or agents working on their behalf may access your plot at any time to inspect the plot or otherwise carry out works related to the management of the site.

3. Rent and deposit

- 3.1. The yearly rent is payable in advance on receipt of the renewal notice. No access to the Allotment Site will be given until the rent is received.
- 3.2. The annual rent increase will reflect the SCEPC Parish Precept increase for the prior financial year.
- 3.3. If the rent remains unpaid for a period of not less than 45 days from the date of the invoice, the tenancy shall be considered terminated.





- 3.4.** A fully refundable deposit of £50.00 is required for all new tenants and will be refunded at the end of the tenancy, provided the plot has been maintained in accordance with the Tenancy Agreement and is left in a state safe to let to another tenant.
- 3.5.** Repayment of the allotment deposit will not take place if the Allotment Plot does not meet the standard set by tenancy agreement point **6.1**, and contains for example any rubbish, tyres, debris, unauthorised vehicles or parts thereof, unauthorised storage, unauthorised structures, derelict sheds, derelict cabins, derelict greenhouses and the like, which SCEPC will have to pay to remove.

4. Use of the allotment site

- 4.1.** You must use the plot as an allotment plot for growing produce for use by yourself and those associated with you only, not for trade or business purposes. No animals or livestock can be kept on the allotment without the prior written consent of SCEPC of which there is no guarantee this will be granted.
- 4.2.** You should not obstruct any riding, pathway or road set out by SCEPC for the use of occupiers of the Allotment Site.





- 4.3.** You must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local and parochial or other bylaws, orders or regulations affecting the Allotment Plot.
- 4.4.** The Allotment Plot and site may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Plot.
- 4.5.** The allotment site should not be used for any other purpose than for those associated with allotment activities.
- 4.6.** Notices may be displayed on the noticeboard if available. SCEPC reserves the right to remove notices not deemed to be suitable or relevant to the Allotment Site.
- 4.7.** You must not take, sell, or remove any mineral, sand or clay from the site without the written consent of SCEPC.
- 4.8.** No excavations for ponds are allowed.
- 4.9.** You shall not place any refuse/garden waste on any vacant or tenanted plot, allotment car park or ridings.
- 4.10.** You must not attach a hosepipe to any water point in the allotment; the use of sprinklers is not permitted.





SCEPC encourages the use of rain butts where appropriate.

- 4.11. You must not use the water troughs provided to clean any objects, nor place anything into the water troughs that may contaminate the water or impact the use of the trough.
- 4.12. Delivery of materials should be, when possible, made directly on to your plot. Where this is not possible, and deliveries are made to the public areas of the site they must be moved onto your plot within 7 days.
- 4.13. No fences can be erected & no barbed wire, tyres or glass of any type can be placed on your plot.

5. Access and boundaries

- 5.1. You must have your allotment number displayed on the post provided and report any missing number or boundary poles to SCEPC as soon as is reasonably practicable.
- 5.2. You must not remove any poles that mark the boundary of of your plot without permission of SCEPC.





- 5.3.** You should not cultivate in any way, or use as an extension of your plot, the grass ridings surrounding each plot.
- 5.4.** You must keep any grass riding around the plot that measures under 1 meter wide properly trimmed and maintained as weed free grass at all times. Where a grass riding is shared by 2 plots the maintenance is equally the responsibility of both plots and any improvement notification will be addressed to both plot tenants.
- 5.5.** You must not cut or prune any timber from communal trees or any trees and hedging that does not form a part of the boundary of your plot without permission of SCEPC.
- 5.6.** You should keep hedges and pathways that form part of the boundary of your allotted plot properly cut & trimmed, keep all ditches properly cleansed & maintained.
- 5.7.** You are responsible for ensuring that all gates are closed and locked after entering and leaving the Allotment Site and should not at any time leave the lock code on show.
- 5.8.** You will be notified of the combination, and any change of the combination, for the access gates during their tenancy by SCEPC. Should you not be





able to access the allotment you should contact the parish offices.

5.9. You must not compromise security by disclosing lock combinations to any third party, including those you may believe to be allotment tenants, or allow any person other than those associated with yourself on to the site at any time.

5.10. The access gate(s) should not be locked using any means other than that issued by SCEPC.

5.11. Where vehicle access on the allotment site is available, you shall only use the designated roadways and parking areas of the site for their intended purpose.

5.12. You must not park on the roadways causing any obstruction or nuisance to other allotment tenants. Tenants should not park vehicles on areas not designated as parking areas.

5.13. No overnight parking is allowed on site for any reason.

5.14. Tenants or agents on their behalf shall drive any vehicle on site no faster than walking pace.





6. Cultivation of plots

6.1. You must keep the allotted plot properly cultivated and maintained, keeping the weeds under control and the soil maintained in a healthy state. Where a plot is found to be in an unsatisfactory state of maintenance SCEPC reserves the right to serve the Tenant with 1 months' notice of termination of the tenancy.

Cultivated shall mean:

6.1.1. Weed and vegetation cleared and under control, soil dug over and/or growing vegetables, fruits, herbs, and flowers.

6.1.2. No less than 75% of the plot being properly managed in accordance with the expectations set out in the inspection procedure (Appendix I)

6.2. The Tenant must notify SCEPC of any change in circumstance which might temporarily prevent cultivation and management of the Allotment Plot. Failure to do so may result in a tenancy breach notification being issued.

6.3. Within the first three months of the tenancy a minimum of 50% of the Allotment Plot must be cultivated.





- 6.4.** After three months the tenant will have their first inspection and if a new tenant has not made a clear and recognisable start on their allotment, their tenancy will be revoked with one months' notice. If a tenant has a reason why they cannot manage their plot, they must contact the council and arrange an extension in advance of this inspection.
- 6.5.** The Tenant shall not plant any new shrubs, conifers or trees.
- 6.6.** You shall not cultivate controlled drugs, poisonous plants or plants likely to be detrimental to the Allotment Plot or persons, property or holdings of other allotment tenants.





7. Structures

- 7.1. You may apply for permission from SCEPC to erect a shed, greenhouse &/or polytunnel structures on your plot. No structure larger than 10' x 8' will be considered and SCEPC reserves the right to determine what is excessive in size or number.
- 7.2. Greenhouses and cold frames must be constructed of polycarbonate materials as glass material is not permitted on the allotment site for any reason.
- 7.3. In the event of permission being given for any structure, you will be responsible for maintenance. On termination of the tenancy, you may be requested to remove any buildings at your own expense.
- 7.4. During your tenancy SCEPC can order the removal of any structure that has not been approved, or any structure that is not well maintained. This will be at the Tenants own expense. Refusal to do this may result in your tenancy being revoked.
- 7.5. You must maintain any structure that was not installed by you, but remained on your allotment, when your tenancy began.





8. Pest control

- 8.1.** You must not use poison or traps or attempt to shoot or destroy rabbits, birds or vermin at the site. Tenants should report any repeated sighting of vermin to SCEPC.
- 8.2.** SCEPC supports the idea that the best method of controlling infestation is prevention. You are responsible for keeping your plot tidy and endeavoring to prevent infestation in accordance with our Pest control practices (appendix 2)

9. Chemicals and pollutants

- 9.1.** The use of chemicals for weed control is discouraged. If used you must take proper precautions when using chemical sprays or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops, or the environment.
- 9.2.** You should store any chemicals safely and securely and in accordance with manufacturers guidelines and shall dispose of them properly and not on the allotment site.





9.3. You must not light a bonfire if it is likely to cause nuisance to any other allotment holder or nearby premises. Milton Keynes City Council and SCEPC actively discourages ANY bonfires. If smoke from a bonfire affects one of the surrounding residential premises it could be classed as a statutory nuisance under the Environmental Protection Act 1990 and an abatement notice may be served, breach of which can result in prosecution in Magistrates' Court and fines (further info can be found on the MKCC website). If we receive complaints of smoke nuisance from Milton Keynes City Council, residents, or other plot holders, relating to your plot, your tenancy will be terminated. SCEPC supports the principle of composting and the use of MKCC's Green Waste Service.

9.4. If scorch marks from a fire or barbeque are found on any plot the tenancy of that plot may be terminated. Should scorch marks be found on public areas then further prohibitions on fires will be put in place.





10. Communal trees

10.1. You may take fruit from the communal trees on your site if they are available. Communal trees are marked with a tag defining them and will usually be on a boundary of a plot next to a pathway, or in a defined orchard area. A map detailing where the communal trees are located for your site can be found on our website.

www.shenleychurchend-pc.uk

10.2. You must not enter any plot but your own to access the communal fruit trees or take fruit. You may only pick fruit that can be reached from the pathways.

10.3. You must not take fruit from any tree that is not marked with a communal tree tag.

Conduct

10.4. You must not enter onto any other plot without the express permission of the Tenant of that plot, and you may not enter any vacant plot without the permission of SCEPC for any reason.

10.5. You must not remove items from plots you may consider to be vacant without the express permission of SCEPC.





- 10.6.** Children are only allowed on the Allotment Site under strict supervision of the Tenant and should not venture onto any allotment plot other than your own. The Tenant has full responsibility for the actions of children and all others entering the site with their permission.
- 10.7.** Dogs are permitted on the Allotment Site but must be kept on a lead and kept on your plot, safely tethered to avoid roaming, at all times. You must remove the health risk associated with dog mess - clear up after your dog and remove any waste from the allotment site. Dog mess must not be put into a compost bin. Failure to comply will result in termination of the agreement after due notice.
- 10.8.** Should there be any vandalism or theft on the allotment the Tenant should report the incident to Thames Valley Police and advise SCEPC by email or telephone. SCEPC cannot be held liable for any loss or damage.
- 10.9.** SCEPC shall have the right to refuse admittance to the allotment site to any person other than the Tenant or a member of their family unless they are accompanied by the Tenant.





11. Nuisance and annoyance

- 11.1.** No bullying of other tenants on the allotments, SCEPC staff, or agents working on behalf of SCEPC will be tolerated. This includes any online spaces or via correspondence where the subject and context is related to the allotments or their use.
- 11.2.** You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. Below are some examples of the most common kinds:
- 11.2.1.** Rowdy behaviour, including loud music or excessive noise, shouting, or swearing.
 - 11.2.2.** Failing to maintain boundaries in accordance with the inspection procedure and tenancy rules.
 - 11.2.3.** Deliberately obstructing access to the site, pathways, anyone else's plot, or any site amenities.
- 11.3.** You must not harass, intimidate, or abuse anybody else on the allotment site. Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion, or belief; and indirect threats





towards or making malicious allegations against people.

- 11.4.** The final decision of what is defined as bullying, intimidation or harassment is at the discretion of SCEPC. Any actions that are deemed to breach the above rules will result in the tenancy being revoked immediately and may also result in the matter being passed on to the relevant authorities.

12. Termination of the tenancy

- 12.1.** The tenancy of the Allotment Plot will automatically cease in any of the following circumstances:
- 12.1.1.** On the death of a Tenant.
 - 12.1.2.** On the rent being in arrears for more than 45 days.
 - 12.1.3.** If the Tenant has not responded to SCEPC or remedied their breach during the notice period.
 - 12.1.4.** On the expiry of this agreement (31st October each calendar year).
- 12.2.** In the event of the plot not being sufficiently cultivated, but no earlier than 3 months following taking on or renewing the tenancy, SCEPC shall issue a 'Tenancy Breach', giving 1 months' notice for the





Tenant to comply and cultivate. If the Tenant does not comply the agreement will be terminated.

- 12.3.** The Tenant may terminate this tenancy by giving SCEPC 1 month's written notice at any point during the tenancy year or in writing on receipt of the Tenancy Renewal.
- 12.4.** SCEPC reserves the right to deal with tenancy breaches in a matter they deem fit taking any mitigating circumstances into consideration.
- 12.5.** Any decision made by SCEPC in regard to the termination of a tenancy is final.





Appendix I

Allotment inspection procedure

For the spring, summer, and autumn (typically March to November) every site will usually be visited every 2 weeks.

During the quieter winter months between the autumn and spring inspections (November to March) there is a reduction in inspections and no breach correspondence will be sent.

What the inspecting officer will be looking for:

Cultivation

The officer will initially look at the entire plot to see that most of it is being managed, cultivated and cropped. If it isn't, or if large areas towards the front or rear of the plot have been left unmanaged, this will likely lead to the tenant receiving an improvement notice or if the plot is found in a state that is not in line with the tenancy rules a breach notice may be sent.

Weed growth

Particular attention will be paid to seeding weed plants within beds. Where there are large areas of weeds, a notice will be issued. They will also look at uncontrolled areas of perennial weeds such as brambles, nettles and unmanaged grass. Beds with established and seeding weeds alongside crops will also be liable to a notice. It is





recognised that conserving wildlife is an important secondary function of allotments, however wildlife areas and features should be managed within a cultivated setting.

Seasonality will be considered when the officer inspects. At mid-summer, most of the plot should be used for growing crops. Plots mostly covered at this time will be liable for notice, as may a plot given over mainly to cut grass without permission.

During the autumn and winter months, although no breach letters will be sent, they will be looking to see that plots which have become weedy in the late summer are being cleared and improved, however this does not mean you need to be sowing crops. Generally, if you are using the winter months to improve your plot by clearing waste and increasing cultivation, then this will be taken into account. However, if a plot has not been worked at all during winter, an improvement notice may be issued when formal checks resume.

Weeds shall be generally considered as a plant with a rapid spreading nature, particularly where plants seed via air dispersal or spread via ground cover, that could potentially cause a nuisance to other plot holders. Where plants that spread rapidly are being cultivated for use, we ask that the seed heads are removed prior to dispersal, or the spreading nature kept from the outer edges of plots.





However, the final say of what constitutes a weed is the decision of SCEPC.

Waste and rubbish

The level of waste will be assessed on the plot, in particular if new waste materials have been brought onto the site. The tenant is expected to keep the materials they bring onto their plot to a minimum. Items such as double glazing, timber, doors, and building or landscaping materials are of particular concern.

Any items of household furniture, as well as material that may break down and pollute the soil or pose a health and safety hazard may also lead to a notice being issued. Any indication that a tenant has burnt inorganic waste on their plot will lead to a breach notice and serious cases of burning polluting materials, such as plastic and carpet, may lead to us taking further legal action or reporting the matter to Environmental Health.

When will I be re-inspected and how does this process work?

Re-inspections will usually take place two weeks after the initial inspection. The date of the reinspection will be included on the notice that was sent.

If an **Improvement Notice** has been received then it has been identified that the plot has not yet broken any tenancy rules, however if it is left unmanaged then we may need to take more serious action and send a breach notice





on reinspection. An improvement Notice is best responded to by tidying up the plot and ensuring that weed growth is at a minimum before the next inspection.

A **Breach Notice** of any type automatically gives 1 months' notice of revocation of your tenancy, however there is an opportunity to reach an acceptable level improvement to halt the termination or have the timeframe extended for further work, which must be agreed with SCEPC.

A tenant should respond swiftly to a notice so a mutually acceptable timescale and level for improvement can be agreed, as the longer an issue like weed infestation or poor cultivation is left, the harder it gets to put it right. Strimming and tidying the plot to reduce overgrown vegetation without an agreement in place will not be sufficient to be viewed as the required 'acceptable improvement' and could result in confirmation of the termination being issued on re-inspection.

Normally the officer making the re-inspection will expect to see a considerable improvement, but not necessarily brought completely in line with the tenancy rules within the re-inspection time frame. The plot will be subject to further checks however, and if the improvement is not continued, or the plot breaches tenancy again then the plot will be automatically revoked with one months' notice.





I received a Notice, but I am unable to take action because, I have been ill or have other mitigating personal reasons. What can I do to avoid failing my follow-up inspection and having my tenancy terminated?

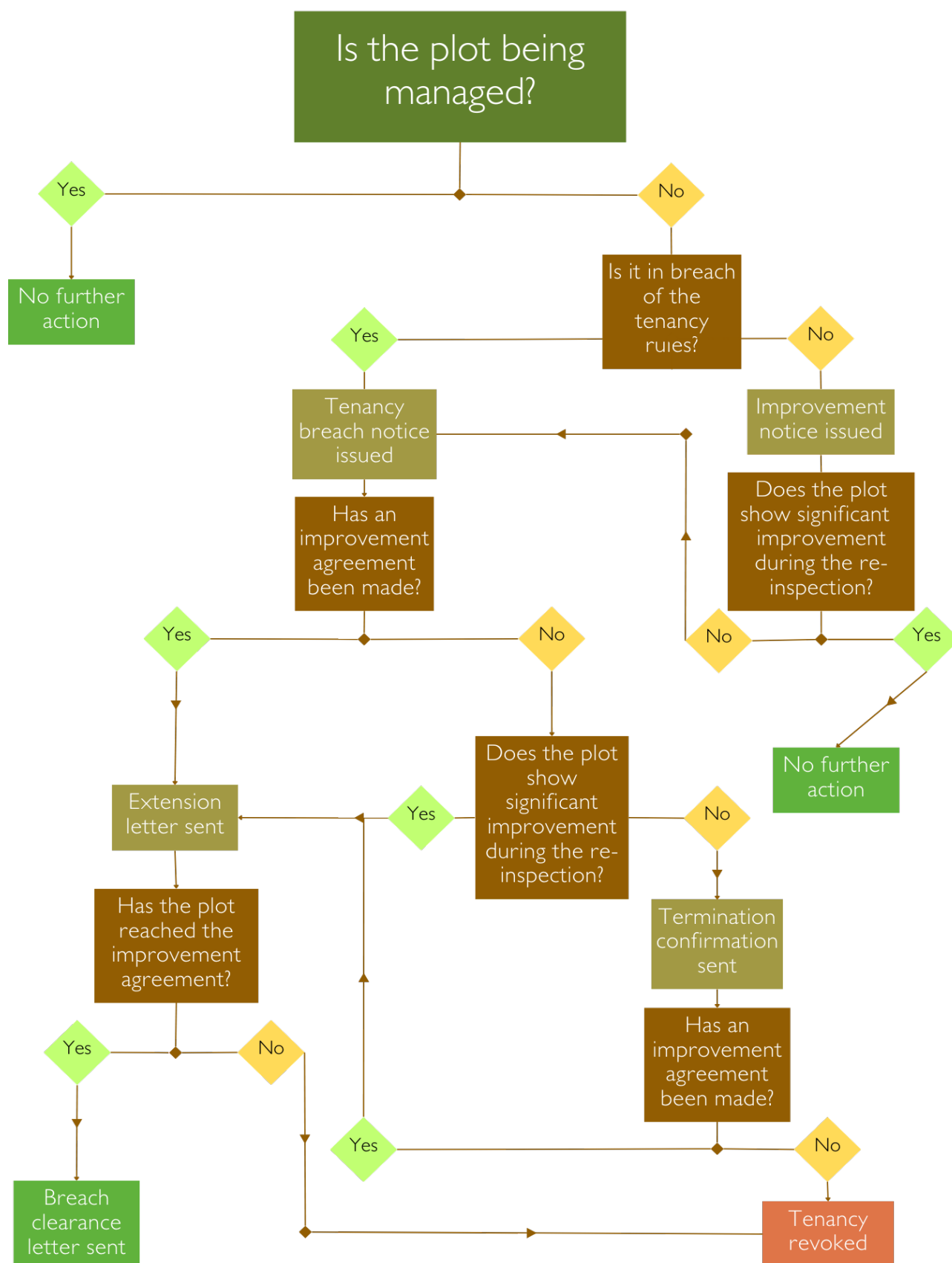
First, you need to inform us of your situation, preferably by email or phone, well in advance of the expiry date on the notice. In exceptional circumstances, such as a medical condition or family bereavement, then the tenant may be allowed extra time to resolve the issues. If you need more time to move large quantities of materials then extra time can be arranged to allow you to remove waste, but this must be by agreement with us.





Appendix 2

Inspection action flowchart





Appendix 3

Pest control Practices

It is inevitable that various types of creatures which might be considered pests are found on allotment sites. Any control methods to remove them are likely to have only a temporary effect unless used on a very regular basis, which will have cost and management implications.

Prevention is likely to be the best practice and good site maintenance routines are essential and the responsibility of every tenant.

Rats and Mice are classed as vermin and can be a nuisance on allotment sites. Allotments provide the perfect environment for them to nest and thrive - lots of hiding places and a convenient supply of foodstuff in compost containers. You can reduce the likelihood of vermin activity on your plot by taking the following simple steps:

- Block access points in and under sheds or structures: Some vermin can easily squeeze through a 1" hole
- Ensure that any structures are housed on hard standing (paving slabs) to prevent vermin from burrowing underneath
- Good waste management; removing rubbish from the site and regularly moving storage piles. Minimise the amount of materials you keep on plot that could potentially be nesting sites
- Turning compost heaps regularly, every 6 to 8 weeks is recommended





- Only compost vegetation from site, avoid using household waste on compost heaps. Dairy and cooked foods should never be put into allotment compost bins. If you have a bird feeder on your plot, hang a tray under it to prevent seed dropping on the ground below.
- Keep any food/compost securely (e.g. use bins with solid sides and lids; add a wire mesh lining in the base etc.)
- Store seeds, bulbs. in rodent-proof containers
- Keep your plot tidy, make your presence known by disturbing compost bins and storage piles and inspect the plot regularly

Killing vermin can only provide short term control of populations. Sustainable control can only be achieved by reducing the vermin carrying capacity of the environment. The best way to deal with rodent infestations is not to have them in the first place.

It is a criminal offence to cause unnecessary harm to any animal. Under current regulations the sale and use of rodenticides and other poisons is now tightly controlled, with fines or custodial sentences for contraventions. If you kill non-target species when putting down poison by allowing vermin to become poisoned carrion for creatures higher up the food chain, you could end up in prison.

Please note: the use of rodent poison by tenants is forbidden on allotment sites. If you have a serious problem with rats on your site contact the parish offices.





Pigeons and other birds can also be a problem, particularly on sites located close to woodland. The best way to ensure protection for your crops – brassicas and fruit bushes in particular - is to cover them with netting. Nets must be properly secured so that birds do not become trapped in loose netting; be sure to check from time to time. Netting is susceptible to damage caused by strong winds or heavy snowfall.

Wasps, bees, and hornets are wonderful pollinators to some people, but can pose a nuisance if you get stung. They may try to nest in sheds on allotment sites, or in undisturbed ground. These insects die off when the temperature falls in Autumn and the nest can be removed, but if you cannot wait that long please contact the parish offices.





Allotment Holder Privacy Notice

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 unless it is necessary to do so in connection with safeguarding children and/or vulnerable adults or for the prevention and detection of crime and fraud.

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

Shenley Church End 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 Shenley Church End Parish Council at any time).





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: clerk@shenleychurchend-pc.co.uk

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: clerk@shenleychurchend-pc.co.uk to request this.

Information Deletion

If you wish Shenley Church End Parish Council to delete the information about you please contact:

clerk@shenleychurchend-pc.co.uk 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

clerk@shenleychurchend-pc.co.uk to object.

Rights Related to Automated Decision Making and Profiling

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





Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Shenley Church End Parish Council Data Information Officer:

clerk@shenleychurchend-pc.co.uk and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113

Summary: In accordance with the law, Shenley Church End Parish Council only collect a limited amount of information about you that is necessary for correspondence, information and service provision. Shenley Church End Parish Council do not use profiling, we do not sell or pass your data to third parties. Shenley Church End Parish Council do not use your data for purposes other than those specified. Shenley Church End Parish Council make sure your data is stored securely. Shenley Church End Parish Council delete all information deemed to be no longer necessary. Shenley Church End Parish Council 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).







If you require a physical copy of this booklet or in a different format, such as large print, please contact Shenley Church End Parish Council on 01908 502808 or email reports@shenleychurchend-pc.co.uk

