



Shenley Church End Parish Council Allotment Tenancy Agreement

This signed Tenancy Agreement must be fully completed and returned and payment made in order for the allotment code to be provided. In returning the agreement 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

Your Tenancy is **NOT** in force until this signed page has been returned and full payment received.

Please ensure all details are completed below and the completed form returned by post to:

Shenley Church End Parish Council
19a Shenley Road
Shenley Church End
Milton Keynes
MK5 6AB

Or returned by email to:

communications@shenleychurchend-pc.co.uk
clerk@shenleychurchend-pc.co.uk

Name	
Address	
Telephone No.	
Email Address	
Plot Number	
Allotment Site	
Signature	
Date	



Shenley Church End Parish Council Allotment Tenancy Agreement

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 the allotment tenant.

A copy of the Tenancy Agreement is also available from the Parish Council website: www.shenleychurchend-pc.co.uk

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 from 1/11/18 to 31/10/19 at an agreed annual rental. The rental is subject to an annual review and will be notified to you at least 6 months in advance of the increase coming into force.

1 General Information

1.1 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 **together** with a signed copy of the covering page of this agreement

1.2 If any invoice is not paid a reminder shall be sent after 28 days

1.3 If the rent remains unpaid for a period of not less than 45 days , the tenancy shall be considered terminated

1.4 The Parish Council 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

1.5 Any notice given by SCEPC in respect of this agreement shall be sufficient if sent by post to the last known address

1.6 Once the Tenancy agreement has been signed 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 & to review the level of cover annually or whenever the Tenant's circumstances pertaining to the Allotment changes.

2 Details of the Tenancy

The tenancy is subject to the Allotments Acts 1908 to 1950 & the Tenant agrees to abide by the following:

Use and Conduct

2.1 To use the plot as an Allotment Garden only for the production of vegetable or fruit crops for consumption by the Tenant & his/her family not for trade or business purposes. No animals or livestock can be kept on the allotment without the prior written consent of the Parish Council

2.2 The Tenant shall not enter onto any other plot without the express permission of that plot holder

2.3 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 others entering the site with their permission

2.4 Dogs are permitted on the allotment gardens but must be at all times on a leash, and on the owners plot safely tethered to avoid roaming. Failure to comply will result in termination of the agreement after due notice

2.5 Not to cause any nuisance, discrimination or annoyance to the occupier of any other Allotment Plot, or obstruct any path set out by the Parish Council for the use of occupiers of the Allotment Site

2.6 Notices may be displayed on the notice board if available. The Parish Council reserve the right to remove notices not deemed to be suitable or relevant to the Allotment Gardens

Cultivation

2.7 To 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 the Parish Council reserves the right to serve the Tenant with 1 months' notice of termination of the tenancy.

Cultivated shall mean:

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

2.7.2 No less than 75% of the plot being worked

2.8 Within the first three months of the tenancy a minimum of 50% of the plot must be cultivated

2.9 The Tenant must notify SCEPC of any change in circumstance which might temporarily prevent cultivation of the plot

2.10 Not to cultivate in anyway the grass ridings surrounding each plot and no excavations for ponds are allowed

2.11 Not to cut or prune any timber or other trees, nor take, sell or remove any mineral, sand or clay from the site without the written consent of the Council

2.12 Keep hedges and pathways that may form part of the boundary of your allotted plot properly cut & trimmed, keep all ditches properly cleansed & maintained.

2.13 The Tenant shall not plant any shrubs, conifers or trees that are non-fruiting, or have non edible fruits. When planting fruit trees such as apples, pears and plums, the Tenant must use dwarf rootstock.

Security

2.14 The Tenant is responsible for ensuring that all gates are closed and locked after entering and leaving the allotment site

2.15 The Tenant will be notified of the combination, and any change of the combination, for the access gates during their tenancy. This must not be divulged to any third party, including those you may believe to be other allotment tenants

2.16 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

2.17 The Parish Council 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.

Environment

2.18 The Tenant shall take proper precautions when using chemical sprays or fertilisers to prevent contamination of the soil, water troughs, neighbouring crops or the environment

2.19 The Tenant shall store any chemicals safely and securely and in accordance with manufacturers guidelines and shall dispose of them properly and not on the allotment site

2.20 The Tenant shall not place any refuse/garden waste on any vacant or tenanted plot, allotment car park or ridings

2.21 No fences can be erected & no barbed wire, tyres or glass of any type can be placed on your allotment

2.22 Not to light a bonfire if it is likely to cause nuisance to any other allotment holder or nearby premises. Milton Keynes Council 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 MKC website). If we receive complaints of smoke nuisance from Milton Keynes Council, residents or other plot holders, relating to your plot, your tenancy will be terminated. The Parish Council supports the principle of composting and the use of MKC's Green Waste Service

2.23 Not to attach a hosepipe to any water point in the allotment; the use of sprinklers is not permitted

Structures

2.24 The Tenant can apply for permission from the Parish Council to erect a shed, greenhouses &/or polytunnel structures on the Allotment Garden. The shed may not exceed 6' x 4' and no structure larger than 10' x 8' will be considered. The Parish Council reserves the right to determine what is excessive in size or number. Glasshouses must be constructed of polycarbonate materials as glass material is not permitted.

2.25 SCEPC can order the removal of any structure that has not been approved if it is not well maintained. This will be at the Tenants own expense

2.26 The Tenant must be aware that anything that is placed on the allotment is not covered against theft, vandalism or storm damage. SCEPC is not liable for any loss or damage to property

Termination of the Tenancy

2.27 The tenancy of the allotment plot will automatically cease in any of the following circumstances:

2.27.1 On the death of a tenant

2.27.2 On the rent being arrears for more than 45 days

2.27.3 If the tenant has not responded to SCEPC or remedied their breach during the notice period

2.27.4 On the expiry of this agreement

2.28 In the event of the plot not being sufficiently cultivated, but no earlier than 3 months following the date of this agreement, SCEPC shall issue a 'non-cultivation notice', giving 1 months' notice for the Tenant to comply and cultivate. If the Tenant does not comply the agreement will be terminated

2.29 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

Tenancy review & Amendments

2.30 SCEPC reserves the right to review and amend if necessary the forgoing rules and regulations at any time

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.

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.

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).