

**ST CLEER PARISH COUNCIL**  
**TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN AT BAKERS HILL, ST CLEER**

THIS AGREEMENT is made on 1<sup>st</sup> December 2019 between St Cleer Parish Council of The Sports Pavilion, Hockings House, St Cleer PL14 6EE ('the Council') and

|         |  |
|---------|--|
| Name    |  |
| Address |  |

('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Bakers Hill, St Cleer, Cornwall and referenced as below in the Council's Allotment Register ('the Allotment Garden'). Allotment Map is appended.

|             |  |
|-------------|--|
| Plot Number |  |
|-------------|--|

2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the date of this agreement and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. In entering into an agreement with the Council, the Tenant agrees absolutely to be courteous and respectful with all other users, the Council and its staff. No aggressive behaviour, discrimination<sup>1</sup> or abuse of any kind will be tolerated. Disputes between Tenants which cannot be resolved by reasonable means will be referred to the Clerk and direction given. Non compliance with reasonable decisions will result in the tenancy being rendered null and void with no notice given.
4. The tenant shall pay a yearly rent of as detailed below whether demanded or not which shall be payable by standing order appended to this agreement. Payment is due in full on the 10th day of April and for every year after the first year of the tenancy. Part years will be charged detailed below:

- 4.1 Tenants from outside of St Cleer will pay the amount due to their local Allotment Association if this sum is in excess of the fees below:

| Reference                    | Plot numbers  | Size        | Annual  | A twelfth |
|------------------------------|---|-------------|---------|-----------|
| Plot Numbers                 | 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17<br>18 23 27 28 30 41 43 44 46 47 48 60 63<br>65 66 67 | Large       | £ 35.00 | £ 2.92    |
| Plot Numbers                 | 1 19 20 21 22 24A 24B 31 32 33 34 35<br>36 37 38 39 40 42 43 45 49 50 52 53 55<br>59 61 62 64 | Medium      | £ 30.00 | £ 2.50    |
| Communal Plot                | 25; to a maximum of 3 users   | Cooperative | £ 12.00 | £ 1.00    |
| <b>Plus</b>                  |   |             |         |           |
| Contribution to water supply |   | £ 5.50      |         |           |

- A. Plots in good order will be charged at one twelfth for the number of months remaining in the year
- B. Plots in disarray will be offered free of charge for 3 months and then charged as A above

<sup>1</sup> This includes but it not limited to the nine protected characteristics under the Equality Act 2010 which are: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation

5. The Tenant must also be a member of the St Cleer Parish Allotment Association and pay their dues in accordance with the association's terms.
6. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family / associates
7. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
8. The tenant shall reside within St Cleer during the tenancy or, in exceptional circumstances within 3 miles of St Cleer (where the terms of this agreement will apply and the charges will reflect their own locality e.g.: Liskeard residents will pay Liskeard rates in St Cleer unless this is below the St Cleer rate, in which case they will pay the St Cleer Rate) Non St Cleer residents will be given notice if a waiting list of more than 3 residents of St Cleer is held by the Clerk.
9. During the tenancy, the tenant shall:
  - a) ensure that only the tenant themselves (or persons with their express permission) are permitted on the Allotment Garden.
  - b) keep the Allotment Garden clean, tidy, well fed and in a good state of cultivation and fertility. Cultivated plants should be maintained in active healthy growth and measures taken to minimise the growth of invasive species or noxious weeds
  - c) not plant trees unless these are managed within the allotment garden of the tenant and are properly removed at the end of the tenancy.
  - d) not light bonfires or BBQs
  - e) not cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay. This does not affect the routine pruning of the tenant's own vegetation on the Allotment Garden or keeping every hedge that forms a part of or abuts the tenant's allotment garden cut and trimmed. Paths between adjacent gardens must be maintained and kept clear.
  - f) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - g) not keep livestock or poultry in the Allotment Garden;
  - h) not deposit or allow others to deposit on the Allotment Garden, adjoining land or hedges any refuse or decaying matter (save manure or compost required to maintain the plot within the growing year). This must be held in suitable and sound containers
  - i) bring no dogs to the Allotment Garden
  - j) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - k) erect only temporary buildings or structures which are reasonably necessary for the purpose of allotment gardening and are properly removed and disposed of at the end of the tenancy. They will not exceed 8x6 feet in size and maintained in a good state of repair
  - l) not bring any galvanise, sheeted iron, tires or similar material onto the allotment site
  - m) erect fencing for their allocated the Allotment Garden which is reasonably necessary for the purpose of protecting their allotment garden from pests and ingress, but not with barbed wire or similar material in such a manner as to impede or restrict any path which may reasonably be expected to be used to provide access to other legitimate users of the Allotment Gardens
  - n) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - o) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - p) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded green for identification purposes only on the plan attached].
10. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden let by the Council.

- a) If a Tenant fails to keep an Allotment Garden assigned to them in a good state of cultivation, a "Notice of Non—Cultivation" shall be served giving the Tenant twenty-eight days to comply with the Allotment Garden Rules. Failure to comply will result in termination of the agreement.
- b) Should a breach of tenancy occur due to factors other than Non- Cultivation or Probationary period, a "Notice of Non-Compliance" shall be served giving the Tenant twenty-eight days to comply with the Allotment Garden Rules. Failure to comply will result in termination of the agreement.
- c) Any Tenant of an Allotment Garden may receive only two Notices of either Non-Cultivation or Non-Compliance (as a) and b) above) during the lifetime of the tenancy agreement. Following a third failure to comply with the rules, the Council shall be entitled to terminate the tenancy and will issue a notice to quit.

### **Power to inspect Allotment Gardens**

11. Any officer or other agent or representative of the Council may enter on the Allotment Garden and inspect the condition thereof and of any building erected or being erected thereon.
12. Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden. Additionally, Parish is responsible for:
  - a) water supply
  - b) empty plots
  - c) boundary hedges
  - d) maintenance of the car park and it's hedges
  - e) Public Liability Insurance
13. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
14. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 40 days or;
  - b. the allotment creates a nuisance for other users;
  - c. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 9; or
  - d. the tenant lives more than three miles outside St Cleer
15. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate 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.

### **Termination of a Tenancy of an Allotment Garden**

16. Anyone whose membership of the St Cleer Allotment Association has either lapsed or has been terminated will no longer be eligible to lease a plot.
17. The tenancy shall terminate upon the death of the tenant. The council may use its discretion to allow the deceased's spouse/partner continued tenancy of the Allotment Garden subject to usual rules and conditions.
18. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk and may be served on the Tenant:
  - a) either personally
  - b) by leaving it at the tenant's last known place of abode or
  - c) by registered letter or letter sent by the recorded delivery service addressed to the tenant there or
  - d) by fixing the notice in a conspicuous manner on the allotment garden

19. Any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post letter to the Clerk of the Council
20. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
21. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
22. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden; should it be necessary the Council will clear the allotment and require the tenant to pay for such costs
23. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk

**Privacy Notice**

St Cleer Parish Council is the Data Controller under the new data protection law and will only use your information for purposes relating to your company supplying goods and services to us.

**Information Held**

It is necessary for us to collect and hold information about you to meet contract obligations. This information will include:

- Contact name, address, business and mobile telephone numbers, email address and other relevant contact information;
- Bank account and other relevant financial details;

**Who is processing my data?**

All personal and other data held is processed in accordance with data protection law. The Data Controller for the information outlined in this privacy notice is St Cleer Parish Council.

**How will we use the information we hold about you?**

We will collect information about you (where applicable) to:

- Enter into a contract for the supply of goods and services;
- Comply with our legal obligations;
- Ensure that the information we hold about you is kept up to date;

**Who we will share your information with**

We may share your information with partner organisations, including:

- Our Employees, agents and professional advisors;
- With other third-party contractors who provide services to us;
- Where we are under a legal obligation to do so, for example where we are required to share information under statute, to prevent fraud and other criminal offences or because of a Court Order for example HMRC or the Police.

We will not normally share your information with organisations other than our partner organisations without your consent. However, there may be certain circumstances where we would share without consent such as where we are required to do so by law, to safeguard public safety, and in risk of harm or emergency situations. Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

**Your rights**

You have a number of rights under data protection law, including the right to request your information and to request that the information be amended or erased if incorrect.

To exercise these rights, you will need to put your request in writing and provide proof of identification to the Clerk, Hockings House, St Cleer PL14 6EE


You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

**Providing Accurate Information**

It is important that we hold accurate and up to date information about you in order to deliver the appropriate services. If any of your details have changed, or change in the future, please ensure that you inform us as soon as possible so that we can update your records.

**Further information**

If you have any questions or concerns about how your information is used, please contact St Cleer Parish Council, Hockings House, St Cleer PL14 6EE. in the first instance. More information about data protection and how it applies to you can be found on the Information Commissioner's Office website at <https://ico.org.uk/>

|  |  |
|--|--|
| <p><b>Signed by</b></p><br><br><br><hr/> <p>The tenant</p> | <p>and</p>  <p>Roni Jones, Parish Clerk<br/>For and on behalf of the Council</p> |
|--|--|

Standpipe

St Clear Allotments Date

11.12.19

3

2

1

Plot numbers as follows VOID:

19, 20, 21

26, 29

51, 54

56, 57, 58

14

9

4

15

10

5

16

11

6

17

12

7

18

13

8

Space set aside for Car Parking to be developed

Shed

59

50

40

31

22

Communal

60

41

32

24a

23

61

52

42

33

24b

62

53

43

34

63

44

35

25

Cooperative Plot

64

55

45

46

27

65

46

37

28

66

47

38

67

48

39

30

Gate Access for an individual

49

Main Entrance

# Standing Order Mandate



To ..... Bank

Address .....

.....

.....

|            | BANK             | BRANCH TITLE (NOT ADDRESS) | SORTING CODE NO |
|------------|------------------|----------------------------|-----------------|
| Please pay | Unity Trust Bank | Birmingham                 | 60-83-01        |

|                   | BENEFICIARY'S NAME      | ACCOUNT NUMBER |
|-------------------|-------------------------|----------------|
| For the credit of | ST CLEAR PARISH COUNCIL | 20410939       |

|               | AMOUNT IN FIGURES | AMOUNT IN WORDS |
|---------------|-------------------|-----------------|
| X *The sum of | £                 |                 |

|              | DATE AND AMOUNT OF FIRST PAYMENT | DUE DATE AND FREQUENCY |
|--------------|----------------------------------|------------------------|
| X Commencing | * now                            | and thereafter every   |

|                                | DATE AND AMOUNT OF LAST PAYMENT |  |
|--------------------------------|---------------------------------|--|
| X *Until Quoting the reference | £                               |  |
|                                | PLOT NUMBER                     | *Until you receive further notice from me/us in writing, and debit my/our account accordingly. |

Please cancel any previous standing order or direct debit in favour of the beneficiary named above under this reference.

| SPECIAL INSTRUCTIONS |
|----------------------|
|                      |

| ACCOUNT TO BE DEBITED | ACCOUNT NUMBER |
|-----------------------|----------------|
|                       |                |

Signature(s) ..... Date .....

- Note: The Bank will not undertake to:
- (i) make any reference to Value Added Tax or other indeterminate element.
  - (ii) advise payer's address to beneficiary.
  - (iii) advise beneficiary of inability to pay.
  - (iv) request beneficiary's banker to advise beneficiary of receipt.

\* Delete if not applicable.  
 † If the amounts of the periodic payments vary, they should be incorporated in a schedule overleaf.