

ALLOTMENT TENANCY AGREEMENT

Adopted by WPC November 2023

A GDPR impact assessment was carried out on this policy (November 2023) and data protection requirements were identified which are listed in Appendix 1 at the end of the document

THIS AGREEMENT is made on the..... day of.....
20.....between Walberswick Parish Council (“WPC”) and.....
.....of.....
.....
.....
..... (“the Tenant”)

Email address of Tenant:

Telephone number of Tenant:

This tenancy agreement is valid for the year October 2023 – October 2024 and a new tenancy agreement shall be issued and signed each year

IT IS AGREED as follows:

1. The Council lets and the Tenant takes the plot of ground within the allotment gardens known as the Bird in the Hand Field Walberswick Southwold Suffolk and numbered plot number (the plot) at a rent of £..... per annum payable annually in advance on the first day of October in each year
2. The Tenant agrees:
 - a. To pay the rent as set out above
 - b. To comply with the Allotment Allocation and Rent Policy of WPC - current policy can be viewed here: <http://walberswick.onesuffolk.net/walberswick-parish-council/policies-and-publications/policy-statements/>
 - c. To use the plot as an allotment garden for the production of fruit, vegetables and/or flowers for domestic consumption and for no other purpose
 - d. To cultivate and keep the plot in good order and not to allow the plot to become overgrown with weeds
 - e. Not to assign sublet or part with possession of the plot or any part of it without the written permission of the Council

- f. To permit any Parish Councillor or employee of the Council at any time to inspect the plot
 - g. Not to erect any building or structure on the plot without the written permission of the Council. Note: This clause applies to any new or replacement buildings placed on the plot after the date of adoption of this policy; for all existing buildings "grandfather rights" apply.
 - Greenhouses can be of any size within the footprint of the allotment
 - Sheds and other buildings must be no larger in footprint than 8' x 6', be painted in muted colours, have no seating area and be used exclusively for growing plants or the storage of items intended for use on the allotment. Any windows must not form a significant proportion of any side of the building
 - All buildings and other structures must be entirely removed at the allotment owners expense when an allotment tenancy agreement is terminated
 - h. Not to deposit or allow other persons to deposit on the plot any earth sweeping refuse or other material excepting only (a) manure required for immediate use in cultivation and (b) organic material for burning
 - i. Not to obstruct or deposit anything in ditches or on tracks or paths around the allotment gardens and to keep grass and weeds trimmed back around the edges of the plot to prevent any nuisance to adjoining plot holders
 - j. To observe the rules and regulations relating to the allotment gardens which may be made by the Council and of which the tenants have been notified
 - k. Not to keep any animals or poultry on the plot without the written permission of the Council
 - l. Not to do anything else that causes nuisance to other plot holders
3. Responsibility for construction/repair/maintenance of fences and paths surrounding plots lies with the relevant allotment holders and the Parish Council will hold the relevant allotment holders jointly and severally liable for any work required
 4. Trees (including fruit trees) – No trees may be planted without the written permission of the Council. Note: This clause applies to any new or replacement trees placed on the plot after the date of adoption of this policy; for all existing trees "grandfather rights" apply
 - Trees must be kept trimmed to a size that minimizes shade falling on another plot
 - No branches may overhang another plot
 5. Water - Use of hoses on allotments is limited to the filling of water butts, and not for irrigation/watering straight from the hose
 6. Responsibility for construction/repair/maintenance of fences and paths surrounding plots lies with the relevant allotment holders and the Parish Council will hold the relevant allotment holders jointly and severally liable for any work required

7. Rents will be collected in advance in accordance with the Allotment Allocation and Rent Policy of WPC – the current policy can be viewed here:
<http://walberswick.onesuffolk.net/walberswick-parish-council/policies-and-publications/policy-statements/>
8. Annual rent is due for payment in full within 30 days of request; failure to pay may result in termination of the tenancy. Payment shall be by BACS or Direct Debit to the bank details directed by the Parish Clerk
9. If the Tenant does not wish to continue the tenancy for the following year, they can do so by giving the Council written notice no later than 1st April each year. No pro-rata refunds of rents paid will be made
10. The Council may at any time recover possession of the plot if the rent is in arrears for thirty days or more or if it appears to the Council that there has been a breach of the conditions of this agreement by the Tenant
11. Vacating tenants are required to return their plot in good order and in a fit state for re-letting. Any reparation work required in the absence of this happening will be recharged to the vacating tenant
12. Any notice required to be given to the Council shall be given to the Clerk at the postal or email address on the Parish Council notice board and any notice to the Tenant shall be given to the Tenant at the contact details set out above
13. The tenant agrees to the sharing of the data within this form with WPC and agree that it shall only be used for the purposes of managing WPC allotments

Signed by the Clerk to the Council.....

Signed by the Tenant.....

Appendix 1 – Data Protection requirements

- a) Walberswick Parish Council acknowledge and accept their responsibilities under GDPR for this policy, specifically the holding of email addresses, signatures and telephone numbers for allotment holders
- b) The data held on allotment holders will be stored securely in both paper and electronic format
- c) Only the Parish Clerk, RFO and Chair shall have access to the data, except by written authorisation of the Parish Clerk
- d) All personal data relating to a tenancy agreement shall be deleted/destroyed once that allotment tenancy has been terminated or is otherwise no longer needed