

CHADDESLEY CORBETT PARISH COUNCIL
ALLOTMENT AGREEMENT
EFFECTIVE 1 AUGUST 2014



THIS LICENCE is made on 3 January 2023 between Chaddesley Corbett Parish Council (the Council) and the licensee') by which it is agreed that:

1. The Council shall let to the licensee the Allotment Plot situated off Fishers Lane, Chaddesley Corbett and referenced as in the Council's Allotment Register.
2. The Council shall let the Allotment Plot to the licensee for a term of 12 months commencing on the 1 January 2023 and thereafter from year to year, unless determined in accordance with the terms of this Licence.
3. The licensee shall pay a fee of £40.00 which will be due whether demanded or not, on immediately and every year after the first year of the licence within 30 days of the 1 January.
4. The licensee shall use the Allotment Plot only for the cultivation of fruit, vegetable and flowers for use and consumption by their family. Non cultivation of the plot could result in termination of the licence.
5. The licensee shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers on the Allotment Plot.
6. During the period of the licence, the licensee shall :
 - a) keep the Allotment Plot clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Plot;
 - c) not keep livestock or poultry on the Allotment Plot;
 - d) not import any materials onto the allotment site which could have a detrimental effect on the soil and shall not dispose of any such materials on the site;
 - e) not assign the licence nor sub-let or part with the possession of any part of the Allotment Plot;
 - f) the licensee shall not erect a shed, greenhouse or other building or structure on the Allotment Plot without first obtaining the Council's written consent and if appropriate planning permission;
 - g) not fence the Allotment Plot without first obtaining the Council's written consent;
 - h) maintain and keep in good repair the fences and gates forming part of the Allotment Plot;
 - i) trim and keep in decent order all hedges forming part of the Allotment Plot;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Plot without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present on the Allotment Plot with or without the licensee's permission does not suffer personal injury or damage to his property;
 - m) permit an inspection of the Allotment Plot at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another;

7. The licensee shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Plot and other allotment Plots let by the Council and made from time to time.
8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.
9. The Council shall be responsible for paying the water rate charges relating to the site and currently do not charge for this facility. However, the Council reserves the right to review this arrangement at the beginning of each financial year.
10. The licensee is not allowed to store chemicals or dangerous substances on the allotment site.
11. The Council does not accept responsibility for personal possessions stored on the allotment site.
12. The Licence may be terminated by the Council serving on the licensee not less than six months' written notice to quit.
13. The Licence may be terminated by the Council by service of one month's written notice on the licensee if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the Licence if the licensee has not observed the rules referred to above.
14. The Licence may be terminated by the licensee by serving on the Council not less than two months' written notice to quit.
15. On the termination of the Licence, the licensee shall remove any shed, greenhouse or other building or structure erected on the Allotment Plot unless the Council agrees otherwise which shall be confirmed in writing to the licensee. The Plot should be left in a tidy condition.
16. Any written notice required by the Council shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the licensee shall be addressed to the the Parish Council Clerk.
17. The Parish Council will notify licensees of potential increases in fees at least six months in advance.
18. The Parish Council reserves the right to end a tenancy if the land is not cultivated for a period exceeding two months on an ongoing basis.

DATA PROTECTION PRIVACY POLICY

Your personal information is being processed by Chaddesley Parish Council. We are devoted to managing personal information in line with current legislation and best practice; this includes the new General Data Protection Regulation (GDPR) which is active from May 25th, 2018. Whenever you provide personal information, we will treat information in accordance with our privacy policy.

Description of processing - The following is a broad description of the way this council processes personal information:

Reasons for processing information - We process personal information to enable us to rent out allotments and for accounting purposes.

Type of information processed

We process information relating to the above purposes. This information may include:

- personal details- such as name, address and contact details.

We do not need to process sensitive classes of information.

Who the information is processed about

We process information regarding the person named in the allotment tenancy agreement.

Who the information may be shared with – Parish Councillors, Parish Clerk

RETENTION POLICY	
Retention Period	Register and plans will be kept indefinitely. Personal information will be kept for the duration of the tenancy agreement + six years for accounting purposes.
Where Stored	Clerk’s Office, Electronic, paper
Authority	Chaddesley Corbett Parish Council
Information Asset Owner	Parish Clerk
Location Held	Clerk’s Office. Secure Files

Rights of Data Subjects

The right to be informed	Data subjects should be clear about what, why and in what way, Personal Identifiable Information (PII) will be processed.
The right of access	Data subjects have the right to learn what PII is held on them by whom and why
The right of rectification	Data subjects can request corrections to their PII
The right to erase	Data subjects can request to be forgotten
The right to restrict processing	Data subjects can ask organisation to stop processing their PII
The right to data portability	Data subjects can ask for their PII in machine readable format or to have it sent to another organisation
The right to object	Data subjects can object to organisation processing their PII
Automated decision making and profiling	Protection against targeted marketing and decision making

If you wish to require more information regarding rights, you can do this by consulting the Information Commissioners Office (ICO) website.

Signed by

Clerk to the Parish Council
 Contact details: Telephone 01562 915252
 E:Mail: clerk@chaddesleyparishcouncil.gov.uk