



AGREEMENT BY COUNCIL FOR LETTING AN ALLOTMENT GARDEN

THIS AGREEMENT is made the 1st August 2025 BETWEEN

- (1) the Llantwit Fardre Community Council ('the Council') and
- (2) xxxxxxxxx ('the Allotment Association')

NOW IT IS AGREED as follows:

1. AGREEMENT TO LET

The Council agrees to let and the Allotment Association agrees to take the allotment garden _____ ('the Allotment') on a yearly tenancy from 1st August 2025 subject to the exceptions and reservations contained in the lease under which the Council holds the land at the yearly rent of £_____ payable in advance and at a proportionate rent for any part of a year over which the tenancy may extend.

2. ALLOTMENT ASSOCIATION'S AGREEMENTS

The Allotment Association agrees with the Council to observe and perform the conditions and obligations set out below.

2.1 RENT

The Allotment Association must pay an amount agreed annually with the Allotment Association reserved, in advance and without deduction otherwise than allowed by statute, on 1st April in each year. Vacant plots will need to be paid in accordance with the agreement.

2.2 USAGE

The Allotment Association must use the Allotment as an allotment garden only and for no other purpose

2.3 CULTIVATION /GRASS CUTTING

The Allotment Association must keep the:

- Allotment clean, free from weeds,
- Well manured,
- Maintain it in a good state of cultivation, fertility and good condition,
- Keep any pathway, or abutting on the Allotment (or, in the case of any pathway or abutting on the Allotment and any other allotment garden(s), the half-width of it) reasonably free from weeds and well kept.
- The Allotment Association must keep the grass areas manicured to a satisfactory standard.
- Hedges shall be kept regularly pruned where such vegetation exists within the boundary of the site.
- Communal site buildings, water supplies, sewers, drains and services shall be maintained in a safe and working condition and be replaced as necessary if these are deemed beyond economic repair.

2.4 NUISANCE

The Allotment Association must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment gardens.

2.5 LEGAL OBLIGATIONS

The Allotment Association must always during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other bylaws, orders or regulations affecting the Allotment and policies of the Council.

2.6 ALIENATION

The Allotment holder must not sublet, assign or part with possession of the Allotment or any part of it.

2.7 WASTE

The Allotment Association must not cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand, earth or clay without the written consent of the Council

2.8 BOUNDARY STRUCTURES

The Allotment Association must to the satisfaction of the Council keep every hedge that forms part of the Allotment properly cut and trimmed and all ditches properly cleaned, maintain and keep in repair any fences and any gates on the Allotment, and the allotment holder best endeavours to protect any other hedges, fences or gates in

the allotment field of which the Allotment forms part or in adjoining land and any notice board which has been or may at any time during the tenancy be erected by the Council on the Allotment or the allotment field. The Council would endeavour to assist where possible.

2.9 BUILDINGS

- a. That each plot on the Allotment will only have a maximum of 1 greenhouse but if any further is required to apply to the Direct Services Co-ordinator for approval, this will be at the discretion of the Council. The dimensions of these buildings etc are set out below.

Building Type	Maximum Size
Greenhouse	8ft long x 7ft high x 6ft wide

- b. That a commercially produced sectional building, which complies with approved planning design standards, should be used.
- c. That the Allotment buildings and bases must be temporary and of conventional design.
- d. The building must be erected one meter from each adjoining plot boundary.
- e. A wood or metal preservative is recommended.
- f. A written request and a plan showing the proposed positioning of the greenhouse on the allotment plot must be submitted for approval to the Council before the building is sited. Any permission received does not constitute Planning Approval. Separate permissions may be required from Planning and/or Building Control.
- i. Any permission given will be subject to review at any time determined by the Council and shall be withdrawn should the building fall into disrepair or should the applicant vacate the plot.
- j. The applicant is responsible for the removal of the building and the restoration of the plot to its original condition, at the termination of the tenancy.
- k. No asbestos products will be used on allotment sites.

2.10 BARBED WIRE

The Allotment Association must not use barbed wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment gardens

2.11 REFUSE

The Allotment Association must not deposit, or allow other persons to deposit, on the Allotment any non-biodegradable matter, except manure and compost in such quantities as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes in the allotment field of which the Allotment forms part or in adjoining land. The use of sunken baths as ponds or for water storage is not permitted on safety grounds. Baths being brought onto the allotment space by an existing tenant will be seen as unwanted waste.

2.12 DOGS

The Allotment Association must not bring any dog into the allotment field of which the Allotment forms part, or cause one to be brought in, unless the dog is held on a leash.

2.13 LIVESTOCK

The Allotment Association must not keep any animals or livestock of any kind on the Allotment.

2.14 CHEMICAL APPLICATIONS

When using any sprays or fertilisers, the Allotment Association must:

- a) Use of herbicides at the site must comply with HSE legislation and where necessary will require a permit from Natural Resources Wales
- b) Where herbicides are used, these should be applied in such a way as to not cause damage to other plots or contaminate adjoining hedges, trees and crops.
- c) Where pesticides are stored on the Site, only pesticides approved by the Department for Environment, Food and Rural Affairs for amenity horticulture are permitted. Minimum quantities only shall be stored in appropriate locked container designed for the purpose. The Association shall notify the Council immediately the use of banned products is known to have been used on the site.
- d) Chemicals used on site should only be used as a last resort and the Council notified beforehand.
- e) always comply with current regulations.

2.15 ADVERTISEMENTS

The Allotment Association must not erect any notice or advertisement on the Allotment

2.16 ADMITTANCE

The Allotment Association agrees that the Council shall have the right to refuse admittance to the Allotment to any person, other than the Allotment Association or a

member of their family, unless accompanied by the Allotment Association or a member of their family

2.17 DISPUTES

The Allotment Association agrees that any case of dispute between itself and any other occupier of an allotment garden in the allotment field shall in the first instance be determined by the Allotment Association but can in the event of a continuing dispute be referred to the Council, whose decision shall be final.

2.18 CHANGE OF ADDRESS

The Association shall appoint a Secretary and or Chairperson to whom the Council shall send all notices required under this Agreement and who shall inform the Council immediately of any change of his/her address.

2.19 YIELDING UP

The Allotment Association must yield up the Allotment at the determination of the tenancy created by this agreement in such condition as shall be in compliance with the agreements contained in this agreement.

2.20 INSPECTION

The Allotment Association agrees that any officer or agent of the Council may enter and inspect the Allotment at any time when so directed by the Council. There will be a regular inspection carried out by the General Services Manager of the Council every 6 months, and this will be reported back to Council.

2.21 SPECIAL CONDITIONS

The Allotment Association must observe and perform any special condition the Council considers necessary to preserve the Allotment from deterioration of which notice is given to the Allotment Association.

2.22 BONFIRES/FIRES

The Association agrees that there are no fires of any kind permitted on site.

3 DETERMINATIONS OF TENANCY

3.1 DETERMINATION ON TREMINATION OF THE COUNCIL'S INTEREST

This tenancy shall determine on the day on which the tenancy or right of occupation of the Council determines

3.2 DETERMINATION BY NOTICE

This tenancy may be determined by either party giving to the other 12 months' previous notice in writing expiring on or before 6 April or on or after 29 September in any year.

3.3 DETERMINATION WHERE ALLOTMENT APPROPRIATED

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Allotment Association on account of the allotment garden being required:

- a) for any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, OR
- b) for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes

3.4 DETERMINATION BY RE-ENTRY DEFAULT

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Allotment Association:

- a) if the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
- b) if it appears to the Council that there has been a breach of the conditions and agreements on the part of the Allotment Association contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
- c) if the Allotment Association becomes bankrupt or compounds with his creditors.

4 NOTICES

Any notice required to be given by the Council to the Allotment Association may be signed on behalf of the Council by the Chief Executive and may be served on the Secretary of the Association either by registered letter or letter sent by the recorded delivery service addressed to the Secretary there or by fixing the same in some conspicuous manner on the entrance to the Allotment.

Any notice required to be given by the Allotment Association to the Council shall be sufficiently given if signed by the Allotment Association and sent in a prepaid post letter to (designated officer).

5 DATA PROTECTION

5.1 Any personal data provided to the Community Council in relation to this agreement will be held at the Community Council Offices for the period of this tenancy and used for purposes in relation to this agreement

5.2 The Association has been provided with a copy of Community Council's Data Protection Privacy Policy and Consent Notice

6. INDEMNITY & INSURANCE

6.1 The Association shall be responsible for and shall hold harmless and indemnify the Council in respect of any claim, loss or proceedings in respect of bodily injury to, or the death of any person or damage to property arising out of the Association's occupation and use of the site.

6.2 The Association will affect and maintain Public Liability Insurance with an insurance company of good repute in respect of such claims, losses or liabilities and this insurance will have a minimum limit of not less than 5 million pounds. The association will upon demand produce to the Council a copy of such insurance policy.

6.3 The Association shall be responsible for effecting and maintaining insurance in respect of fire and such other perils as it shall in its absolute discretion determine in respect of communal buildings and the contents thereof belonging to the association or any of its members which may be on the site at any time.

7. TENANT DETAILS

7.1 The Association shall keep an up-to-date record of the names and addresses of the tenants of the allotment plots, the rent payments made by the tenants and the plot number and area of land allocated to each tenant. This shall be made available to the Council upon request and with reasonable notice.

8. EDUCATION AND PROMOTION

8.1 The Association shall seek to raise the profile of the Allotment site wherever possible.

9 COMPOSTING AND RECYCLING

9.1 The Association shall encourage composting and the recycling of organic waste materials to support sustainability and minimise transport to landfill.

9.2 The association shall encourage rainwater harvesting where possible

9.3 The Association shall arrange for prompt and safe removal of glass or any other hazardous substances in accordance with Health & Safety Regulations, seeking the advice of the Council where necessary.

10. MANAGEMENT PROVISION

a) Committee Structure and Rules of Association

- 10.1** The Association shall display prominently or make readily available to its members, copies of the Committee structure, Constitution and Rules of the Association, and the names and addresses of its Chair, Secretary and Treasurer. Such information shall also be provided to the Council.
- 10.2** The Association shall notify the Council in writing of any changes to the Committee structure, names or addresses within thirty days of such changes having taken place
- 10.3** The Association shall hold an Annual General Meeting convened in accordance with the Association's Rules and Constitution which shall have been previously agreed with the Council. The Minutes of Association meetings shall be made available to the Council upon its request and with reasonable notice.

b) Management Responsibilities

- 10.4** The Association shall be responsible for arranging the letting of the plots on the Site, collecting Rental Income and the preparation and completion of tenancy agreements in a form approved by the Council and which shall be signed by the Tenant and a designated officer of the Association who shall normally be the Secretary
- 10.5** The Association shall not allow any person to have possession or occupation of allotment plot unless and until such person has entered into a tenancy agreement.
- 10.6** The Association is hereby authorised to issue notices of re-entry for service in the approved manner on Tenants on the grounds of rent arrears or failure to cultivate or maintain their plots or other such major breach in accordance with their tenancy agreement. Such notices shall bear the signature of the designated officer of the Association who is authorised to sign on behalf of the Council

Signed for and on behalf of Llantwit Fardre Community Council

Signed:

Dated:

.....

.....

Name:

.....

Signed for and on behalf of XXX Allotment Association

Signed:

Dated:

.....

.....

Name:

.....

Signed:

Dated:

.....

.....

Name:

.....