



permission of the tenant or the Council, whether they believe the plot to be tenanted, abandoned or otherwise.

6. Buildings & Structures

(a) Permanent buildings must not be erected on the Allotments. Small sheds, chicken houses and greenhouses are permitted providing they are of reasonable size. Any large structures will be subject to the Council's prior approval as to its siting and size.

(b) Any building or structure allowed by the Council must be maintained in a good state of repair and condition to the satisfaction of the Council. If not satisfied, the Council may order the Tenant to remove the building or structure within three months of receipt of a letter from the Clerk to the Council.

(c) The Council is not to be liable for any loss by accident, fire, theft or damage of any tools or contents of any shed or greenhouse and need not replace any shed or greenhouse which is damaged or destroyed.

7. Paths

(a) The Council reserves all rights of way and other rights existing over the premises.

(b) The Tenant must not permit any new right of way and other rights to be acquired over the premises.

(c) Paths set out by the Council on the allotment must be kept clear of obstruction at all times.

(d) The Tenant shall not use any barbed wire fence adjoining any path set out by the Council for the use of the occupiers of the Allotments.

8. Nuisance

(a) The Tenant shall not cause any nuisance or annoyance to the occupiers of any other allotment garden on the site or to the local neighbourhood generally.



9. Bonfires

(a) Bonfires are permitted on the allotments at any time of day during the months of November through to and including February. Fires are prohibited at any other time.

(b) Bonfires must be restricted to burning dry allotment waste only, with care being taken not to be a nuisance to neighbouring residents through excess smoke or smell.

(c) Fires are only permitted where an appropriate garden incinerator is used. No ground fires are permitted.

10. Animals

There are different rules for the three sites owned by the Community Council – these are:

(a) **Bridgend Road** – The only birds allowed on the site are poultry (With the exception of Cockerels which are prohibited) and only with the prior written consent of the Council. The minimum number of birds allowed on the Bridgend site PER PLOT HOLDER is 3 and the maximum is 6. Please refer to the Poultry Welfare Policy with regards to the rules for keeping hens. This Poultry Welfare Policy forms part of this Tenancy Agreement. Rabbits may be kept on allotment plots with the prior written consent of the Council.

(b) **Jubilee Street** – The only birds allowed on the site are poultry (With the exception of Cockerels which are prohibited) and only with the prior written consent of the Council. The minimum number of birds allowed on the Jubilee site PER PLOT HOLDER is 3 and the maximum is 6. Please refer to the Poultry Welfare Policy with regards to the rules for keeping hens. This Poultry Welfare Policy forms part of this Tenancy Agreement. Rabbits may be kept on allotment plots with the prior written consent of the Council.



(c) **Pendre** –The only birds allowed on the site are poultry (With the exception of Cockerels which are prohibited) and only with the prior written consent of the Council. Plotholders who became tenants after January 1st 2022 must maintain a flock of a minimum of 3 and a maximum of 6 birds PER PLOT HOLDER. Please refer to the attached Policy with regards to the rules for keeping hens. This Poultry Welfare Policy forms part of this Tenancy Agreement.

Rabbits may be kept on allotment plots with the prior written consent of the Council.

(d) Each year plot-holders keeping animals on their plot MUST complete and submit to the Clerk the 'Animal Register' form provided in appendix A at the end of this document, declaring what animals are kept on their plot. Should circumstances change during the year then the plot-holder MUST submit a new 'Animal Register' (appendix A) form that keeps records of what animals are kept on the plot up to date. Failure to keep their 'Animal Register' up to date will constitute a breach of the tenancy agreement.

(e) No other animals other than Poultry (except cockerels) or Rabbits may be kept on the allotment without the written permission of the Council.

(f) Dogs belonging to Tenants should only be brought into the Allotments if they are on a lead and the Tenant must always cleanup any mess left by their dog.

11. Inspection

(a) Any Official or Member when directed by the Council may enter and inspect any Allotment (& any shed or greenhouse on it) at anytime upon reasonable notice. Or without notice if there is reasonable grounds to suspect an immediate risk to animals or persons.

(b) If the state of repair, cultivation or condition of the allotment is not found to be satisfactory, the Council will give or leave on the premises written notice of such defects to the Tenants. Tenants must make good such defects within three months of the written notice unless the notice relates to animal welfare, a health and safety issue or a legal enforcement issue whereupon the notice period for action may be shorter.



(c) At the end of the 3-month period if the work has not been carried out to the satisfaction of the Clerk then there will be a presumption that the Clerk will automatically bring the matter to the attention of the following ORA Committee where the matter of whether to issue an eviction notice will be considered (tenants will be notified).

(d) Should a tenant become unable to manage the plot for any reason in the short term that may be long enough to invoke the process listed in clause 11b or 11c above, they must inform the Clerk in writing as soon as possible stating the reason why and the estimated date that cultivation is expected to recommence. (In any case the plot would still need to be maintained so to not cause a nuisance to neighbours). This would potentially then be presented to the ORA Committee for consideration. Reasons may include illness, a necessary period away from the area or some other reason.

12. Termination of Tenancy

(a) The Tenancy of the Allotment Garden(s) shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates.

(b) The Tenancy of the Allotment Garden is renewable yearly and is therefore not passable from person to person or family member to family member.

(c) The Council may also terminate a tenancy in any of the following ways:

- i. Twelve months written notice to quit (expiring on or before the 6th April or on and after the 29th September – Allotment Act 1922 Section 1.1.e).
- ii. One month's written notice to quit if the rent is overdue by 40 days or more.
- iii. One month's notice to quit if the Tenant is not duly observing the conditions of the tenancy.



iv. One month's notice if the Tenant is involved in any illegal activity relating to the plot.

13. Extent and limits of authority of Council Officers

Officer Authority regarding tenancies

- The Clerk (Or their deputy with delegated authority) be empowered to manage the allotments and to interpret the tenancy agreement, poultry welfare policy and other policies or resolutions relating to the allotments at their discretion unless otherwise specifically instructed by resolution of council.
- That the Clerk be empowered to issue warnings to plot holders up to the level of final warnings and to carry out such steps as necessary under the terms of the tenancy agreement (and Poultry welfare policy) up to the point of preparing an eviction notice.
- Any eviction must be recommended by the ORA Committee and resolved by Full Council in the normal manner.
- The Clerk to present a paper to the ORA Committee detailing the clause(s) of the tenancy agreement that were being breached and outlining the steps that had been taken to resolve the issue amicably along with any formal warnings issued. The paper would also present the proposed eviction notice along with any legal notes for the ORA committee to consider.

Officer authority regarding animal welfare

- That an appropriate member of the ORA Committee be appointed as a second 'responsible person' to act in conjunction with the Clerk with regards the measures set out below outline the actions to be taken where there is felt to be an imminent risk to animal welfare. The Council and the proposed appointees should carefully consider whether they have an interest under the Councillor's Code of Conduct.



- The role of 'Responsible person' to nominally fall to the sitting Chair of the ORA Committee. Or the Deputy Chair in their absence. Provided that there is no interest or conflict that may make this inappropriate.
- Where there is felt to be an imminent risk to animal welfare, that the Clerk be empowered to act immediately with assumed delegated authority, and to carry out such steps as deemed necessary by them under the terms of the Poultry welfare policy, up to but not including issuing a notice revoking a plot holder's right to keep birds on the allotment.
- In order to revoke a plot holder's right to keep birds, the appointed 'responsible person' must agree with the Clerk that this course of action is necessary and appropriate. Only if both parties agree that revocation is appropriate can the Clerk issue a revocation notice with an agreed period of notice. This should be recorded. All communication with the plot holder should be via the Clerk.
- A record of these actions would then be presented in a paper to the ORA Committee for retrospective consideration and would be recommended or otherwise to full council.
- The paper would detail the reasons for the revocation notice along with any evidence available, supporting the decision.
- Where a revocation notice is issued, it must be made clear to the plot holder that they have the right of appeal. The plot holder must write to the Clerk within 30 days of the date of the revocation notice being issued setting out clearly the reasons for their appeal. This appeal will then be referred to the ORA Committee.
- Where there is felt to be a non-urgent risk to animal welfare, or breaches of the Poultry welfare policy that does not present an urgent or imminent risk to animal welfare, that the Clerk be empowered to issue warnings to plot holders up to the level of final warnings and to



carry out such steps as necessary under the terms of the Poultry welfare policy up to the point of preparing an notice to revoke permission to keep birds on the allotment.

- Any non-urgent revocation notice must be recommended by the ORA Committee and resolved by Full Council in the normal manner.
- Any appeal from a plot-holder regarding the revocation of the right to keep birds does not prevent or forestall the urgent removal of those birds.



The following pages must be completed and returned to the council office.

14. Annual Payment

To pay by bank transfer please use your first initial, surname and plotnumber as reference and return the completed tenancy agreement to the Council office by email, post, or hand.

You must inform us when you have made a payment, detailing the amount, by what method, and any reference used if using BACS (online banking).

Cheques to be made out to: Llanharan Community Council.

Note: By making a payment you indicate acceptance of all terms of this tenancy agreement.

Initial Payment Details

To Llanharan Community Council

Barclays Bank Acc No: 80778710 Sort Code: 20 18 27

Amount paid.....

Date Payment made **Type of payment:** BACS/Cheque
(delete as applicable)

Bank Payment Reference Used (BACS only).....



15. Acceptance of terms

I accept the terms of the tenancy agreement to take effect from 1st January 2024 and have completed the initial payment details above. (Note: You must provide these details when submitting your signature).

Name of Tenant:.....

Signature.....Date.....

Witnessed by (Print, sign and date).....

Name & Position of Council Officer(s):.....

Signature.....Date.....

Witnessed by (Print, sign and date).....

Please return the completed and signed agreement and Appendix A by email to: Clerk@Llanharan-cc.gov.wales

or by post/hand to:

Llanharan Community Council
2 Chapel Rd, Llanharan, CF72 9QA.



Appendix A

Animal Register Form

This form must be completed and (re)submitted to the Officers of the Council for anyone keeping animals:

- a) Each year on renewal of the tenancy (by the end of January)
- b) Should circumstances regarding animals kept on the allotment change during the year.

| | | |
|----------------|--|-----------------|
| Name: (Tenant) | Allotment site: (delete as applicable) | Plot(s) number: |
| | Bridgend Rd / Jubilee St / Pendre | |

Animals Kept on allotment site:

| Description | Number kept | Notes |
|-------------|-------------|-------|
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Note: For those keeping animals on a plot, failure to complete, sign and return this form to the Clerk by the end of January each year /or where there is a change of circumstances during the year) constitutes a breach of the tenancy agreement.

Signed.....(Tenant, named above)

Date.....