



LLANHARAN COMMUNITY COUNCIL

ALLOTMENT TENANCY AGREEMENT

An Agreement made on the 1st January 2024 between Llanharan Community Council (hereinafter called 'the Council') of the one part and the following:

Name:

Allotment Site: Bridgend Rd / Jubilee St / Pendre (Delete as applicable)

Plot number(s):

Address:

Postcode:

Tel:

Email:

(hereinafter called 'the Tenant') of the other part.

Whereby the Council agrees to let and the Tenant agrees to take on a yearly tenancy (Fixed term) of their allotted plot as referenced in the Register of Allotment Gardens provided by the Council when the notice of yearly rental payable is advised, or at a proportionate rent for any part of a year which the tenancy may extend.

The Tenancy is subject to the following conditions:

1. Rent

- (a) The first instalment of the annual rent is due on 1st of January each year whether demanded or not and tenants may pay quarterly if they so wish. If a tenant wishes to pay quarterly they must make the Officers of the Council aware and agree on which dates they intend to make quarterly payments.
- (b) Should a tenant relinquish their plot part way through the tenancy the Council shall not be required to return any part of the rent.



- (c) Payment or part payment of the rent is deemed as acceptance of all the terms and conditions as stated in this agreement.
- (d) Should a tenant take on a tenancy part way through the year then their rent for the remainder of the year shall be determined on a pro-rata basis with all renewals subsequently being made on January 1st of each year.

2. Security Bonds

All new allotment plot-holders will be required to pay a security bond of £26.00 for each 5 perch plot. This is payable in full within 3 months from the start of the tenancy. Bonds will be returned upon request when a tenant voluntarily relinquishes a plot that is left in a reasonable condition that in the opinion of the Clerk does not require remedial works to return it to an acceptable condition before it can be re-let.

3. Assignment and Occupants

- (a) The Tenant shall not underlet, assign, or part with the possession of the Allotment, or any part thereof, without the written consent of the Council.
- (b) Only Tenants or person(s) authorised by the Tenant are allowed on the Allotments and while on site the Tenant is responsible for their conduct and supervision, particularly in the case of children.
- (c) If existing plot-holders wish to move to an alternative plot then they may be added to the waiting list as an existing plot-holder. However, the plot-holder must take the next available plot when they become top of the list. If they refuse the available plot, they will be placed at the bottom of the list. Upon taking a new plot they must immediately vacate their current plot. (See 4 below)
- (d) Should a tenant's address change during the tenancy period then they must inform the Officers of the Council immediately providing their address at the start of the tenancy, their new address and the date at which their address changed.



(e) Only those residing within the Community Council boundary are eligible for a tenancy on the Council's allotment gardens. Or those residing within 3 miles (as the crow flies) of the allotment garden relating to their tenancy if residing outside of the Community Council Boundary.

4. Waiting List

The following hierarchy will apply to those on the waiting list:

- a) Those living inside the boundary of the Community Council area who are not existing plot-holders.
- b) Those living inside the boundary of the Community Council area who are existing plot-holders.
- c) Those living outside of the boundary of the Community Council area but within 3 miles of the allotment boundary, who are not existing plot-holders.
- d) Those living outside of the boundary of the Community Council area but within 3 miles of the allotment boundary, who are existing plot-holders.
- e) Those living further than 3 miles from the allotment boundary and outside of the Community Council area would not be added to the waiting list and are ineligible for an allotment.

5. Use and Cultivation of the Allotments

- a) The Tenant must ensure that the Allotments are used and occupied as Allotment Gardens and for no other purpose.
- b) The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers (or for the keeping of permitted animals) for use and consumption by themselves and their family only. No activity may be undertaken for direct financial gain including the selling of any produce under any circumstances.



- c) The Tenant must ensure that the Allotments are not used for any trade or business purposes.
- d) The Tenant shall keep the Allotment in a good state of cultivation and not allow it to become overgrown with weeds.
- e) The Tenant must ensure that general rubbish or building materials are not deposited or dumped anywhere on the site and that the Allotment is kept in a reasonably tidy condition.
- f) Manure deliveries made to the designated areas on each site should be moved to the Tenants own plot as soon as practicable and must not cause an obstruction.
- g) The Tenant must keep all hedges within the boundary of their plot cut and trimmed to a reasonable size; also keep all ditches, drains and watercourses clear.
- h) Tenants may only plant fruit or any other trees or bushes on the Allotment with the specific consent of the Council. From 1st January 2023 any trees planted must be cordon trees only which may not exceed 2 meters in height. The planting of no other trees will be permitted.
- i) When a tenant surrenders or otherwise vacates a plot they may remove any or bushes trees planted by them.
- j) Tenants may only cut, lop or fell any trees growing on their plot with the written consent of the Council, and if appropriate, planning permission.
- k) The Tenant shall not remove any earth, mineral, gravel, sand or timber from the Allotments without the written permission of the Council.
- l) Tenants will be allowed to remove any perennial crop or fruit bushes planted or purchased by them before the end of their tenancy, providing they replace any surface soil disturbed by such removal.
- m) Tenants may not remove any soils, materials or any other items from any other plot where they are not also the tenant without the express



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. Plot holders 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 any time upon reasonable notice. Or without notice if there are 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 1922Section 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 Councillors' 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 a 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.

14. Appeals Procedure

- (a) In the first instance eviction or other formal hearings regarding plot holders shall be heard by the ORA Committee and a vote taken accordingly.
- (b) Plot holders shall be offered the opportunity to present written submissions to the Committee which shall be taken into consideration. Plot holders shall be offered the opportunity to address the Committee meeting in the normal way as a member of the public but not participate in the item of business which shall normally be considered with the press and public excluded.
- (c) The outcomes of those hearings shall be communicated to plot holders ASAP in writing, including the provision for the plot holder to be able to appeal any decision by writing to the Clerk of the Council within 5 working days of receiving the letter informing them of the outcome. The plot-holder must state reasonable grounds for any appeal.
- (d) Any appeal shall be heard by a panel of any 3 councillors, who do not sit on the ORA Committee and have no other interest in the matter. An appeal hearing shall be convened and recorded by the Clerk of the Council. The members of the appeal committee shall be appointed by the Chair of the Council.



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

15. Annual Payment

To pay by bank transfer please use your first initial, surname and plot number 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).....



16. 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.....