



# Kingshurst Parish Council

c/o The Library, Marston Drive, Kingshurst, Birmingham B37  
6BA

☎ 07865294345

Email [kingshurstparishcouncil@gmail.com](mailto:kingshurstparishcouncil@gmail.com)

Clerk to the Council: Paula Coyle

5<sup>th</sup> January 2024

Dear Name

**Re: Allotment Lease Renewal – Plot 0**

The lease on your allotment is now due for renewal.

The rent for 2024 will be £35.00.

If you wish to renew your lease please complete the attached documents:

- Tenancy Agreement
- National Allotment Society GDPR Agreement and see notes regarding free Liability Insurance.

Please return completed Agreements to me, if possible by 14<sup>th</sup> February 2024 along with the rent (NO cheques ), payment, bank transfer to:

Unity Trust Bank - [REDACTED]

Plot number and surname as a reference.

If you have any queries please contact me on the details given above either by email or phone.

Yours sincerely

Paula Coyle  
Clerk to Kingshurst Parish Council



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## **Kingshurst Parish Council Tenancy Agreement for Allotment Gardens, Kingshurst, Birmingham.**

**An Agreement made this 31st day of January in the year 2024**

**Between Kingshurst Parish Council**

**(Hereinafter, "the Landowner") of the one part; and**

**of**

**(hereinafter, "the Tenant") of the other part**

**WHEREAS the Landowner agrees to lease, and the Tenant agrees to take on a yearly tenancy of Plot < > of that land known as The Kingshurst Parish Council Allotments**

**from the 31<sup>st</sup>**

**day of January in the year 2024**

**at the yearly rental as decided by the Landowner (currently £35.00) payable yearly and at a proportionate rent for any part of a year over which the Tenancy may extend.**

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This Agreement is subject to the Allotments Acts 1908-1950; to any Regulations endorsed to or on this Agreement; and to the following Conditions:

- 1.** Rent shall become due on the 31<sup>st</sup> day of January in any year and must be paid within 14 days of receipt of the invoice for that year.
- 2.** a. The Tenant shall cause the land to be used for Allotment Gardens only (that is to say wholly or mainly for the production of vegetable or fruit crops for consumption by the Tenant and his (her) family) and for no other purpose; any and all Tenants to keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition.

b. The Allotment Gardens will be inspected on a regular basis by members of the Kingshurst Parish Council Allotments Working Party and for any tenant deemed to be in breach of 2a above will be issued with a written notification to comply with the terms of 2a above within four weeks of the date of the notification. Failure to do so will result in the termination of the tenancy agreement.
- 3.** The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden, or obstruct any path set out by the Landowner for the use of occupiers of the Allotment Gardens.
- 4.** It shall be a condition of an Allotment letting agreement that Tenants shall not underlet, assign, or part with possession of the Allotment Garden or of any part thereof without express written consent of the Landowner who, for the purpose of this Agreement is, and shall remain, the Landlord Paramount.
- 5.** The Tenant shall not, without express written consent of the Landlord Paramount, cut or prune any timber or other trees (other than those planted by the tenant) or take, sell or carry away any mineral, sand, clay or earth (other than that introduced to the allotment plot by the tenant).
- 6.** The Tenant shall not keep any livestock on the allotment except that permitted under Statute (s.12 Allotments Act 1950 – domestic chickens, and/or Rabbits) without the prior express written consent of the Landlord Paramount.
- 7.** The Tenant shall keep every hedge which forms part of the boundary of his / her Allotment Garden properly cut and trimmed, shall keep all similar ditches properly cleansed and maintained, and shall keep in good repair any other associated fences, gates, sheds and other structures that form part of his / her Allotment Garden.
- 8.** The Tenant shall not use any barbed wire or razor wire for a fence adjoining any path set out by the Landowner for the use of the occupiers of the Allotment Gardens.
- 9.** The Tenant shall not, without express written consent of the Landlord Paramount, erect any building on the Allotment Garden, except buildings erected pursuant to **section 12 Allotments Act 1950**; and shall be responsible for removal of any building on or before expiry of the Tenancy.
- 10.** As regards the Allotment Gardens: the Tenant shall observe and carry out any and all conditions and covenants contained in the Lease; and any and all conditions which bind the Landowner and contained in the Head Lease.
- 11.** a. The Tenancy of the Allotment Garden is a rolling 12 month agreement and may be terminated by the tenant at the start of any 12 month term.

b. The Tenancy of the Allotment Garden shall terminate whenever any Tenancy or Right of Occupation of the Landowner shall terminate.

c. It may also be terminated by the Landlord Paramount by re-entry on to the land after one months notice: if the Rent is in arrears for not fewer than 40 days; **or** the Tenant is not duly observing and/or carrying out the terms of the Tenancy; **or** where the Tenant becomes bankrupt or compounds with creditors.

d. The Tenancy may also be terminated by the Landowner, or by the Tenant, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than **March 25<sup>th</sup>** (Lady Day) or not earlier than **September 29<sup>th</sup>** (Michaelmas) in any year. By virtue of **section 1 (1) (e) Allotment Act 1922** the date of expiry of notice must not fall between Lady Day and Michaelmas.

**12.** The Tenant shall pay the Stamp Duty on this Agreement. Stamp Duty is not payable unless the Agreement is for longer than 7 years and exceeds £100.

**13.** Any tenant that takes another tenant's property or enters any other tenant's allotment garden without due cause will be liable for instant eviction.

**14.** Tenants must observe any rules and regulations which the Kingshurst Parish Council makes at any time in the future.

**15.** The Kingshurst Parish Council is not liable for loss by accident, fire theft or damage of any tools or contents in the chalet, greenhouse or tool locker and need not replace any chalet, greenhouse which is destroyed or damaged.

**16.** Disputes between Tenants are to be referred to the Kingshurst Parish Council and the decision of the Parish Council will be binding on all the Tenants involved in the dispute.

**17.** Rates in respect of the Allotment Gardens shall be paid by Kingshurst Parish Council.

**18.** Preference for allotment plots will be given to residents of the Parish of Kingshurst, then for residents of the Borough of Solihull residents who live within four miles of the Parish boundary, then for other residents of Solihull and finally for non residents of Solihull.

**Signed . . . . . Landowner - The Kingshurst Parish Council.**

**Signed . . . . . Tenant**

**Tenants Name**

**Address :**

**Plot Number:**

**Telephone No:** \_\_\_\_\_

**Email :** \_\_\_\_\_



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## INVOICE FOR ALLOTMENT RENT

Date Issued: 5<sup>th</sup> January 2024

Allotment No:

For:

- Annual allotment rental
- Membership of the National Society of Allotment and Leisure Gardens
- Public Liability Insurance (You will only qualify for Liability insurance if you have ticked the box and signed the National Allotment Society GDPR Agreement)

**AMOUNT DUE: £35.00 by 14<sup>th</sup> February 2024**

Our preferred method of payment is direct payment to our bank,

**Unity Trust Bank -**

Sort Code **60-83-01**

Account Number **20422493**

**Plot number** and **surname** as the reference.

Many thanks.

Paula Coyle - Clerk to the Council



# The National Allotment Society

National Society of Allotment and Leisure Gardeners Ltd

## GDPR Agreement

The Kingshurst Parish Council holds the following data about each of its members:-

1. Name
2. Postal address
3. Contact details; one or more of landline phone number, mobile phone number, email address
4. Plot number

- This data is physically and electronically securely stored by the Parish Clerk and available only to serving Officers (Committee members).
- Each member is entitled to see his or her own entry.
- The Kingshurst Parish Council itself uses this information to contact you to inform you of its activities over the year including administration of rents and general meetings.
- The Kingshurst Parish Council does have dealings with third parties that require basic personal information (name, address, preferred form of contact) to be passed to them. These are the National Allotment Society, their insurers and seed supplier.
- Your data will not be passed on to any other third party without your prior permission.
- The data will be deleted as and when you leave the Kingshurst Parish Council allotments.

On 25<sup>th</sup> May 2018 the General Data Protection Regulation (GDPR) came into force. It is a Europe-wide regulation. One specific requirement is that members of all organisations need to be made aware of the information held about them, the uses to which that data is put and need to consent to that GDPR requirement. Would you please therefore sign the form below to indicate your agreement to this data being held and used in the ways described above.

The above would apply to existing members and is likely to be a time consuming exercise on larger sites. For new members it would be easier to incorporate this information into your membership application form as your application form would have the details that each association considers appropriate to collect.

The information you have given on this form is held by the Kingshurst Parish Council being subject to the following:-

The information I have given on this form is correct and I consent to the National Allotment Society using the data in the ways stated.

**\*Tick this box only if you want the National Allotment Society Liability Insurance and agree to your details being sent to them for this purpose.**

\*This Liability insurance is provided free of charge and covers plot holders up to £50,000 accidental injury or damage. For more information go to [www.nsalg.org.uk/Join Us/Allotmentees Liability Insurance](http://www.nsalg.org.uk/Join Us/Allotmentees Liability Insurance)

Signed: ..... Date: ..... Plot: .....