

Response to Request for Information

Reference FOI 001898
Date 25 January 2018

Droeway Allotments

Request:

I would like a copy of the latest Tenancy Agreement signed by the committee of the Droeway Allotments, Pendeford.

[Please see attached document.](#)

I would also like to know the date the Tenancy Agreement was signed and by whom.

[Please see attached document.](#)

[With regard to page 1 \(2.2\) and page 6 \(signature and name\) on the Tenancy Agreement, we can confirm that this part of the request falls under Section 40\(2\), Personal Data, of the Freedom of Information Act 2000 as it asks for information 'other than that of the requester' and where disclosure would breach the data protection principles contained in the Data Protection Act 1998.](#)

[This exemption is applied as we consider that should this information be disclosed under the Freedom of Information Act 2000, it could be used to identify any individual. Therefore, we consider in this instance that, while we can confirm that we hold the relevant information, it is correct to refuse disclosure of information as the individual could be identified. Furthermore, in this instance it is judged that any individual involved would have no reasonable expectation that their name would be disclosed and published to the world-at-large.](#)

[As a result, such a disclosure would be a breach of the First Principle under the Data Protection Act 1998 \(DPA\); that is the fair and lawful processing of personal information. Consequently, we have made the decision to withhold this information under Section 40 of the Freedom of Information Act 2000.](#)

Also, does the Council require self managed allotment sites to submit their accounts to the council for inspection every year?

[Please see attached document – Section 6.28](#)

ALLOTMENTS MANAGEMENT AGREEMENT

AN AGREEMENT made the 10th day of August 2015

BETWEEN the Parties as hereinafter defined

WHEREBY

1. **Introduction**

- 1.1 The purpose of the Agreement is to establish the responsibilities of the Council and the Allotments Association but under an arrangement that shall not constitute a Lease or a Tenancy Agreement and the provisions of the Landlord and Tenant Act 1954 shall not apply.
- 1.2 The Allotments Association will be given the authority to manage the sites that they occupy.

2. **The Parties**

- 2.1 Wolverhampton City Council of Civic Centre St Peter's Square Wolverhampton WV1 1RG ("the Council")
- 2.2 The Droveaway Allotment Association ("the Association") acting by their Secretary [REDACTED]
The Council are to be informed, in writing, of changes in Committee Membership.

3. **Allotment Site**

The Droveaway Allotment Site, Pendeford, Wolverhampton for identification purposes only shown edged red on the Plan.

Plan means the plan annexed to this Agreement.

4. **Licence Period**

5 years

5. **Licence Fee**

None

6. The Association agrees with the Council as follows:-

6.1 **Use**

The Allotments shall be used for the production of fruit and vegetables for personal consumption. A minority area of each plot of no more than 10%, may be used for the growing of flowers.

6.2 **Trade**

The Allotments shall not be used for the purpose of any trade or business except the distribution of seeds, fertilisers etc by the Association to its members.

6.3 **Repair**

6.3.1 The Association will ensure that the allotments pathways, boundaries, fences, hedges, trees, walls, buildings, sheds, gates, service supplies, drainage and all other things held collectively by the Association or the allotment holders being part of the Allotments are kept in good repair.

6.3.2 The Association will develop a planned maintenance programme or policy for dealing with matters of repair and maintenance and create a reserve fund for the purpose, such plan to be approved by the Council.

6.4 **Plot Allocation**

6.4.1 The Association will have the power, so long as this Agreement is in place, to grant licences for occupation of allotment plots and to receive the licence fee which has to be used for the upkeep of the Allotments, but the Association will at all times maintain a list of potential allotment holders and shall let any vacant plot in list order and in accordance with the Council's equal opportunity policies, the Human Rights Act 1998 and all other relevant legislation although the Association will firstly grant vacant plots to residents of Wolverhampton and will be at liberty to grant priority on any waiting lists to residents of the City over those living outside the City.

6.4.2 The Association may set the licence fee level, but it must first be approved, in writing, by the Council's Head of Community Recreation or such other appropriate officer.

6.4.3 The Association will provide a schedule annually listing the membership and detailing the plots occupied and fees charged.

6.4.4 The Association will ensure that all the allotment holders comply with the terms of their Licence Agreement.

6.5 **Licences**

The Council will provide the Association with licence forms.

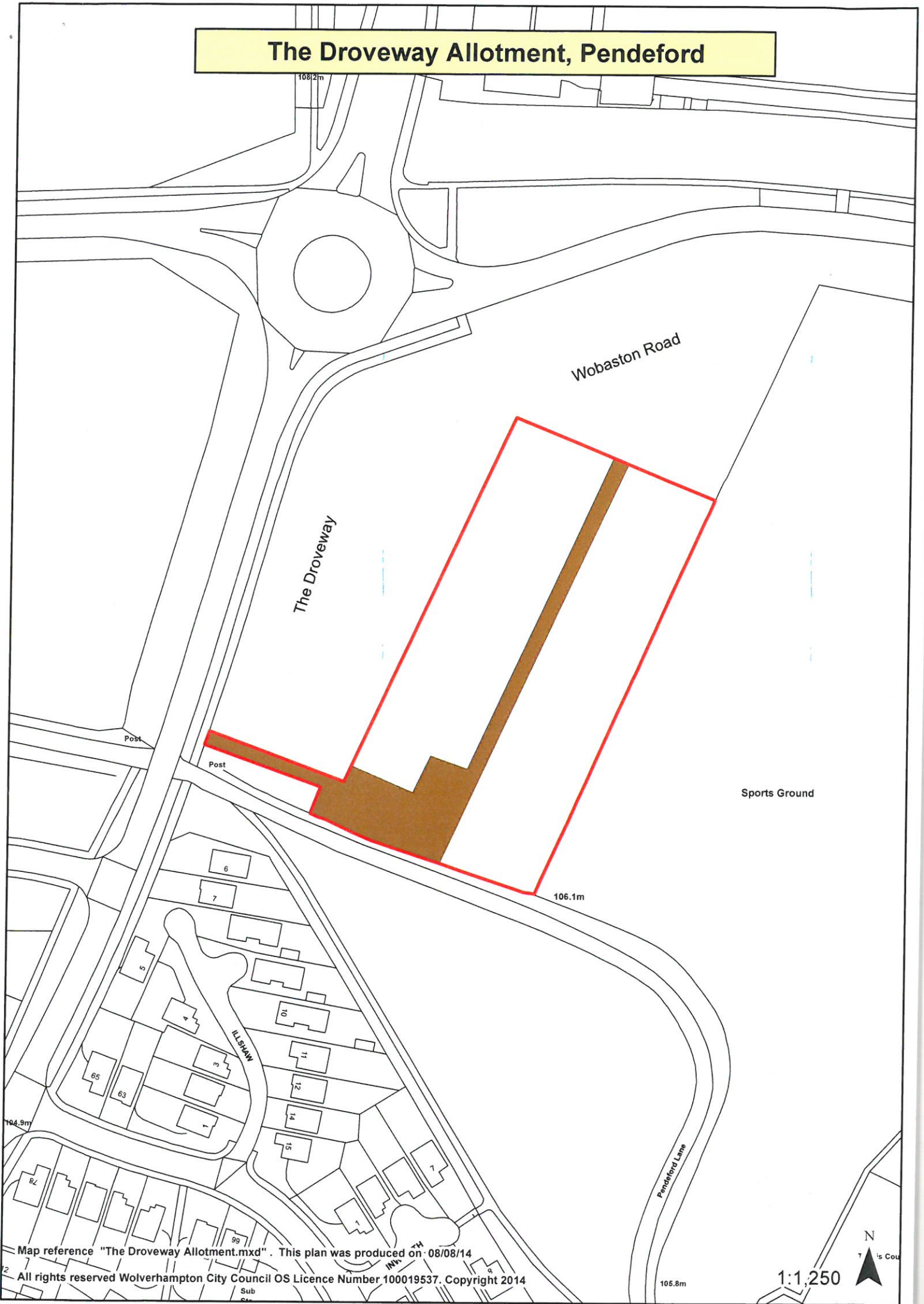
6.6 **Energy Costs**

The Association will be responsible for all energy costs incurred in connection with the Allotments (if applicable).

6.7 **Water**

The Association will pay the total cost of supplying the site with water.

The Droeway Allotment, Pendeford



Map reference "The Droeway Allotment.mxd" . This plan was produced on 08/08/14

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6.8 **Security**

The Association will be responsible for the security of the Allotments (outlined red on the attached plan).

6.9 **Hours of Opening**

The opening hours of the Allotments shall be as determined by the Association, but not at times to cause nuisance or annoyance to neighbours or the Council.

6.10 **Alterations**

6.10.1 The Association is not to allow or to make any alterations to the Allotments without the prior written approval of the Council's Head of Community Recreation or such other appropriate officer and in particular

6.10.2 No sheds or structures are to be erected upon the Allotments without the permission of both the Association and the Council's Head of Community Recreation or such other appropriate officer.

6.10.3 The Association will not permit the building of ponds.

6.11 **Alienation**

The Association cannot assign transfer or otherwise pass on any of the responsibilities of this Agreement to another party.

6.12 **Nuisance**

The Association shall not cause or permit any nuisance or annoyance to the Council, local residents and other members of the public.

6.13 **Public Liability Insurance**

The Association will, at all times, maintain a public indemnity insurance of an amount not less than £5 million and shall provide a copy of their public indemnity insurance to the Council's Head of Community Recreation. Upon renewal of the Public Indemnity Insurance a copy must be sent the Council's Head of Community Recreation or such other appropriate officer.

6.14 **Arbitration**

In any dispute between a Licensee and the Association, either party may request the Council's Head of Community & Recreation to act as Arbitrator, whose decision shall be binding on the parties as to matters of fact.

6.15 **Condition of Site**

The Association shall ensure that the Allotments shall be kept free from weeds and well-manured and otherwise maintained in a proper state of cultivation and fertility and in good condition and otherwise safe and any pathway or cart track included therein or abutting thereon shall be kept reasonably free from weeds and any water feature tank or container is to be kept safely and to take all reasonable measures to prevent accidents.

6.16 **Bonfires**

The agreed Council Code of Practice on bonfires shall be applicable to this Agreement.

6.17 **Hedges**

The Association are to ensure that every hedge, ditch and dyke is properly cut and trimmed, cleansed and cleared of debris.

6.18 **Trees**

No trees are to be removed or planted other than fruit trees of a dwarf variety without the written permission of the Council's Head of Community Recreation or other appropriate officer.

6.19 **Plants**

The Association will ensure that no illegal or dangerous plant is cultivated or allowed to subsist upon the Allotments.

6.20 **Soils/Minerals**

No mineral, gravel, sand, earth or clay shall be taken or carried away without the written consent of both the Council's Head of Community Recreation or such other appropriate officer and the Allotments Association.

6.21 **Fencing**

The Association will ensure that barbed wire is not used for fencing adjoining any paths within the Allotments.

6.22 **Planning**

The Association will be responsible for compliance with all relevant statutory requirements to include (but not limited to) Planning (and conform to planning and building regulations), Health & Safety, Fire Regulations, Children's Acts and Data Protection.

6.23 **Rates/Taxes**

The Association will be responsible for the payment of rates or any taxes or other charges applicable to the Allotments.

6.24 **Creatures**

The Association shall not permit animals, birds, fish, bees, amphibians or reptiles to be kept on the Allotments without the written permission of the Head of Community Recreation or such other appropriate officer.

6.25 **Refuse**

The Association is to ensure that no refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) shall be deposited on the Allotments.

6.26 **Insurance**

Not to do anything which renders the Council's insurance of the Allotments void or voidable or increases the Council's premiums of such insurance.

6.27 **Indemnity**

To the extent that the law allows to indemnify the Council against all claims demands actions proceedings damages costs expenses or liability whatsoever that arise in respect of the use by the Association of the Allotment.

6.28 **Accounting Records**

The Association shall produce their financial records to the Council for inspection as and when requested. These should be addressed to the Council's Head of Community Recreation or such other appropriate officer

7.0 **Council's Access**

Any Officer or Agent of the Council shall be entitled, at any reasonable time, to enter and inspect the Allotments and the Association shall provide a key which will be held by Head of Community Recreation or such other appropriate officer to allow access to the Allotment Site.

8.0 **Rules and Regulations**

The rules of the Association shall not be amended without prior approval from the Head of Community Recreation or such other appropriate officer.

9. **Termination**

9.1 This Agreement may be terminated by:-

- (i) The Association at any time prior to the determination of this Agreement upon 12 months' written notice (and without fear that the Council will

pursue them for outstanding matters on repair provided that the Association has acted in an open and reasonable manner).

- (ii) The Council at any time prior to the determination of this Agreement upon not less than 1 month's notice in writing for whatever reason, in addition, immediately in an emergency.

10 **Notices**

10.1 Any notice required to be given by the Council to the Association may be given by sending it by pre-paid post by an authorised officer of the Council to the last known address of the Association or any one of its Committee Members or by affixing any such notice in some conspicuous manner on the Allotments and any notice shall be sufficiently given if signed by the Chair and Secretary of The Association and sent by pre-paid post to the Council for the attention of the Chief Legal Officer. .



11. **VAT**

11.1 Any payments or supplies made under this Agreement are exclusive of VAT (if any) chargeable upon them and the Association are liable to the addition of VAT if chargeable.

11.2 The Contracts (Rights of Third Parties Act 1999) shall not apply to this Agreement

Signed..... 
on behalf of the Council by a duly Authorised Officer

Signed on behalf of the Association

Signature 
Name . 
Position .. *Secretary* .