

# Great Waltham Parish Council

## ALLOTMENT AGREEMENT

### Conditions of Hiring

*This Agreement has been issued to You to provide clear, transparent guidance on permissible activities at the Council's allotment sites. It is intended to explain and detail in one place the rights and obligations of both You and the Council. It is not intended to impose onerous requirements on either side, and certainly none which an allotment holder would find unusual compared to similar facilities offered by other parish councils.*

*While the Agreement is quite lengthy, it should not be regarded as being unnecessarily legalistic. Rather, the desire is to provide clarity on all issues which may emerge while it is in force. To help enhance transparency, a number of explanatory notes (in the shaded boxes, like this one) have been included. While the text in these areas does not form part of the contract wording itself, they have been added to help ensure You are aware why certain terms and conditions are included and how they are intended to operate. The Council hopes You find these notes helpful.*

#### **Definitions**

These words, when they are used in the format shown, have the same meaning whenever they appear in the Agreement:

**You/Your:** The person named as the Sub-tenant in the schedule issued by Council.

*You are a sub-tenant because the Council does not own the land used for the allotments, rather it leases them and is therefore itself the tenant under those arrangements, offering sub-tenancies to allotment holders. The Council does not permit joint or shared sub-tenancies.*

**Council:** Great Waltham Parish Council.

**Agreement:** This Allotment Agreement.

**Allotment Garden:** The area assigned to You for cultivation, as identified by the Allotment Site and plot number in Your schedule.

**Allotment Site:** The site containing the Allotment Garden, as indicated in Your schedule.

*This will be either within the Brook Mead or Bury Lane sites. If You happen to have an Allotment Garden on both sites, You will be issued with a separate Agreement for each one.*

**Annual Hiring Fee:** The amount (as shown on the schedule issued) You are required to pay to the Council each year to hire an Allotment Garden.

*Your Annual Hiring Fee comprises two elements: one element relates to the rental of Your Allotment Garden, which is calculated by charging on a per rod basis where the charge per rod element is set to allow the overall income for the rent element to be close to, but not exceeding, the payment to the landlord and the second is a service charge for the other expenses incurred by the Council, such as general site maintenance, supply of water and administration expenses.*

**1908 Act:** Small Holdings and Allotments Act, 1908.

**1922 Act:** Allotments Act, 1922.

**1950 Act:** Allotments Act, 1950.

*The provision of allotment facilities by local authorities is governed principally by these Acts, which are referenced at various places in the Agreement. The citations identify the source (sub-)sections of the statutes. The website [www.legislation.gov.uk](http://www.legislation.gov.uk) can be accessed to obtain full copies of the Acts.*

**1. Commencement Date/Change of Personal Information**

- (a) Your sub-tenancy begins on the commencement date shown in Your schedule for a period of one year.
- (b) You must inform the Council if You change Your address, telephone number or email address during the term of Your sub-tenancy.

**2. Hiring Fee**

- (a) If You acquire a new sub-tenancy on or after 1<sup>st</sup> April 2020 You must pay to the Council a deposit of fifty pounds (£50), whatever the size of the Allotment Garden. This amount will be repaid to You upon termination of Your Agreement, subject to any deduction the Council is required to make for costs incurred to make the Allotment Garden suitable for immediate reletting (see also Condition 3(g) below).

- (b) Your Annual Hiring Fee (as shown in Your current schedule) is payable by You on or before the commencement date indicated.

*The Council accepts payments by cash or cheque and can also facilitate bank transfers, with prompt payment appreciated.*

- (c) Your Annual Hiring Fee may be varied by the Council by giving You at least 6 months' notice. You will be deemed to have accepted any new Annual Hiring Fee amount unless You serve notice of termination as outlined in this Agreement.

*The Council has legal obligations to make allotment facilities available to its parishioners (s.23, 1908 Act). In practice, because (unlike many other parish councils) it does not own the Allotment Sites, the Council has to pay a rent as tenant to its landlord. The 1950 Act states that any allotment rent payable can be expected to be commensurate with that which one "may reasonably be expected to pay for the land" taking into account the letting terms offered (s.10, 1950 Act).*

*The Council's current practice is not to pass the full cost of leasing and maintaining allotment sites onto its sub-tenants, rather it makes up the shortfall with a significant subsidy. However, the Council has resolved to continue to review the subsidy over a period of years. Both the Plot Rental and Service Charge elements of Your Annual Hiring Fee are reviewed annually, with any changes needing to be approved by the Council.*

- (d) Failure to pay the Annual Hiring Fee, whether legally demanded or not, within forty (40) days of the due date, will constitute a breach of these conditions of hiring and give grounds for the Council to terminate Your sub-tenancy with immediate effect from the expiry of such period.

*Generally, the Council finds that sub-tenants who take on the commitment of an allotment garden are diligent in paying their hiring fees and only relinquish their plot if they move away from the area or other issues become a factor. However, to protect both its interests and those of other sub-tenants, and as importantly to ensure that as much of the allotment sites remain under cultivation, the Council needs to be able to terminate contracts swiftly when hiring fees are not paid.*

**3. Termination**

- (a) A sub-tenancy will terminate automatically on the death of the sub-tenant.

*In practice, if a plot falls vacant for this reason and representations are made, the Council will look to facilitate the transfer of the sub-tenancy to the late sub-tenant's spouse or civil partner, without the need for them to be placed on the waiting list in their own right. (See also section 17, Residency).*

- (b) Other than because of non-payment of the Annual Hiring Fee (see paragraph 2(d), above), Your sub-tenancy may be terminated by the Council by it giving You not less than twelve (12) months' or longer notice in writing, so that the Agreement expires before 6<sup>th</sup> April or on or after 25<sup>th</sup> September in any given year (s.1, 1950 Act).

*Termination of an Agreement by the Council is not taken lightly, and as with non-payment of hiring fees such action will always be taken as a last resort following full engagement with You to explain the reasons why such action may become necessary. In practice, it would only be with reluctance and much dialogue beforehand that the Council would seek to initiate the termination of a sub-tenancy.*

- (c) Your sub-tenancy may be terminated by You at any time by giving the Council no less than six (6) months' notice in writing. The Agreement will terminate six months after such written notice is received.

- (i) The written notice period above may be reduced from six months to one (1) month if, for reasons of ill-health, moving away or for any other reason, You are unable to continue to maintain the Allotment Garden as required by these Conditions of Hiring. In such circumstances the Council will re-let the plot after the expiry of the one-month notice period.

*Because the Council is mindful that the circumstances of each sub-tenant will be different, it always works to find the best and most flexible bespoke solution available when a plot can no longer be managed. The Council therefore makes the notification of termination timescales much shorter for sub-tenants than the period which applies on its side (see 3(b) above).*

- (d) The Council may terminate Your sub-tenancy by giving You three (3) months' notice in writing because Your Allotment Garden is required for any purpose for which it has been appropriated under a statutory provision (s.1(1), 1922 Act).
- (e) The Council may terminate Your sub-tenancy by giving You twenty-eight (28) days' notice in writing if You are in breach of the conditions of hiring in this Agreement, or if for any reason the Council cannot continue to make available sites for the purpose of offering allotment gardens for hiring.
- (f) On termination of Your sub-tenancy, You must remove any shed, greenhouse or other building or structure which has been erected on the Allotment Garden with the Council's permission unless the Council agrees otherwise, which will be confirmed in writing to You. You must remove any unauthorised structures.
- (g) Upon termination, Your Allotment Garden must be left in a clean condition suitable for immediate re-letting. If the Council has to improve the condition of Your vacated Allotment Garden before it can be re-let, You may be responsible for the reasonable costs of such improvement.

#### **4. Cultivation**

- (a) You agree to use the Allotment Garden solely for the purposes prescribed in the 1922 Act. That is, "wholly or mainly cultivated by [You] for the production of vegetable or fruit crops for consumption by [You] or [Your] family", (s.22(1), 1922 Act).
- (b) You must not undertake a business in respect of the cultivation of fruit, vegetables and flowers in the Allotment Garden.
- (c) You are required to keep the Allotment Garden safe, clean, free from weeds and well manured and otherwise maintained in a good state of cultivation and fertility and in a good and productive condition.
- (d) You must not grow on Your Allotment Garden any non-native invasive plants such as, but not restricted to, Japanese knotweed, giant hogweed, Himalayan balsam, rhododendron ponticum and New Zealand pigmyweed. In addition, You must notify the Council immediately if You suspect such plants are growing elsewhere on Your Allotment Site.

*Various pieces of legislation have provisions relating to defining proscribed plants, contaminating soil with them and allowing their spread into the wild. In particular, causing or permitting their spread is subject to heavy penalties, and so by way of the requirements indicated above the Council's intention is to eliminate this risk as it relates to its allotment sites. Please ask the Council if You need any further advice or information.*

- (e) You must not take, sell or carry away any mineral, gravel, sand or clay from the Allotment Site without the written consent of the Council.
- (f) You agree that compensation, up to the cost of repair, will be paid by You to the Council in the event of deterioration of the land caused by Your failure to maintain it in a clear and good state of cultivation and fertility.

*The Council's requirements here reflect how it has to implement the legislation which regulates the provision and use of allotments. The wording of the 1922 Act precludes the use of an allotment garden for carrying out any trade or business.*

*The Council recognises that some sub-tenants will be keener horticulturalists than others, but nevertheless expects a minimum level of commitment to ensure what can be reasonably described as 'a good state of cultivation' is maintained throughout each allotment site. The Council therefore inspects each site on a monthly basis to ensure plots are being actively cultivated and managed as intended and agreed. If it comes apparent that the necessary commitment is not being sustained on a given allotment garden, the Council can issue a "notice to improve", giving 14 days for improvement. Failure to improve may lead to the termination of the sub-tenancy.*

## **5. Chemicals**

- (a) When using any sprays, fertilisers or other chemicals, You must:
  - (i) Not use substances which contain neonicotinoid insecticides.  
*Because the use of neonicotinoids provides opportunities for non-target, beneficial species to be exposed to toxins via the water, soil, and contaminated plant tissues, the Council requires that insecticide products containing them are not used by You on the Allotment Garden.*
  - (ii) So far as is possible, select and use chemicals, whether for spraying, seed dressing or for any other purpose, that will not cause harm to members of the public, game birds and other wildlife, other than vermin or pests.
  - (iii) Comply at all time with current legal regulations governing the purchase and manufacturers' guidelines and recommendations in relation to the application of such sprays, fertilisers and other chemicals.
  - (iv) Not store such materials at the Allotment Site other than for direct and immediate use on the Allotment Garden.
  - (v) Take all reasonable care to ensure that adjoining allotment gardens, hedges, trees and crops are not adversely affected, and must make good or re-plant as necessary should any damage occur.
- (b) You must not bring onto or store on the Allotment Site any toxic or hazardous materials or contaminated waste or tyres.

*The Council has a strong preference for organic cultivation on its allotment sites, without the use of chemicals. In particular, it supports the use of biodegradable weed suppressants, such as cardboard. However, it recognizes that there may be exceptional circumstances when permitted chemicals are deemed necessary. Nevertheless, You will see that such use must be carried out safely, legally and without affecting adjacent allotment gardens or properties.*

## **6. Trees. Shrubs. Hedges. Bushes. Fences. Gates and Plot Markers**

- (a) You are required to keep hedges adjoining the Allotment Garden trimmed.
- (b) You must not plant any tree, shrub, hedge or bush requiring more than twelve (12) months to mature on the Allotment Garden without first obtaining the Council's written permission.
- (c) You must not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission.
- (d) You must not fence the Allotment Garden without first obtaining the Council's written consent. If You vacate the Allotment Garden You must remove any fencing You have erected during Your sub-tenancy.
- (e) You must maintain and repair any permitted fences and gates forming part of the Allotment Garden and use Your best endeavours to protect any other hedges, fences

or gates in the Allotment Site and any noticeboard which has been, or may at any time during the sub-tenancy be, erected by the Council at the Allotment Site.

- (f) You must protect any border or plot markers allocated by the Council to Your Allotment Garden and report any loss or damage to such markers to the Council as soon as possible.
- (g) The Council reserves the right to remove any tree, shrub, hedge, bush, fence or gate which interferes with the use of any other plot at the Allotment Site, in the event that that You fail to take remedial action having been given fourteen (14) days' notice.
- (h) You must not use any type of barbed or razor wire or anything similar for a permitted fence on the Allotment Garden which adjoins any path set out by the Council for the use of occupiers of the Allotment Site.

*In practice, the Council acknowledges that for many sub-tenants their allotment garden is not adjacent to perimeter hedges or trees. However, those that are have an obligation to keep them trimmed. Nevertheless, the Council does look to ensure that 'communal' areas are maintained by authorising and completing some maintenance tasks.*

*As important perhaps are the conditions in relation to fencing etc. on each individual Allotment Garden. The Council has experienced difficulties restoring vacated plots to a cultivatable condition when wire and/or plastic fencing has been left in situ. Because of this the Council does not encourage such enclosures on individual plots and may be reluctant to permit them, although each case will be considered on its merits.*

## **7. Paths**

- (a) You must keep all pathways adjacent to the Allotment Garden clean, well-trimmed and properly edged.
- (b) You must maintain a grass path not less than two (2) feet wide between the Allotment Garden and the boundary fence or hedge of any adjacent property(ies).
- (c) You must not obstruct or permit the obstruction of any paths or roads which provide a means of access to and from the Allotment Garden or the allotment garden of another sub-tenant or cut away any path set out by the Council for the use of other sub-tenants at the Allotment Site.

*Maintaining access to their allotment garden is obviously important for every sub-tenant, so these particular conditions outline what the Council regards as good practice.*

## **8. Buildings/Tools**

- (a) You must not place or erect any buildings or other structures on the Allotment Garden without the written consent of the Council.
- (b) If the Council has provided, or provides at any time in the future, a shed or other building on the Allotment Site for the use by sub-tenants, such structure remains the property of the Council, and You must:
  - (i) Report to the Council immediately any events or ongoing issues which compromise the condition of the structure if it means it is no longer in a good state of repair or a watertight condition with its base clear of soil or any other material.
  - (ii) Not adapt or alter the structure in any way except with the prior written consent of the Council.
- (c) You must ensure that all tools and other personal equipment You bring onto the Allotment Site are kept safe and secure when not in use. The Council accepts no responsibility for any loss or damage to such items or for any death or injury caused by them.
- (d) No weapons of any sort are permitted on the Council's allotment sites.

*The Council provides facilities at each Allotment Site for sub-tenants to securely store their gardening tools and equipment. At all times You are asked to respect other sub-tenants' property and possessions.*



## 9. Water Usage

- (a) You must at all times exercise every care to prevent waste, leakage or misuse of water and make good and repair any damage done to any water pipes or taps within the Allotment Site unless such damage has been caused other than by Your own negligence or default, and in any event immediately report to the Council any such waste, leakage or misuse.
- (b) You must take every precaution to prevent contamination of water supplies at the Allotment Site.
- (c) Water may only be extracted from a water course with the Council's prior written approval and subject to appropriate licences.
- (d) Washing vehicles on or using water from the Allotment Site for this purpose is prohibited.

*Your Annual Hiring Fee includes a provision to cover the cost of the provision and use of water at each Allotment Site. Access to the water supply may not be available during winter months.*

*The Council is aware that some sub-tenants do (or may) not wish to use the facilities available, but because of the low overall cost for such provision, calculating and requesting separate contributions as part of the hiring fee collection process is not cost-effective. If You wish to take advantage of the water supply at Your Allotment Site but are not aware of how to access it, please contact the Council for advice.*

## 10. Refuse/Bonfires

- (a) You are expected to compost, reuse or remove from the Allotment Site all matter produced by Your cultivation of the Allotment Garden.
- (b) You must ensure that non-compostable or non-reusable matter is removed from the Allotment Site.
- (c) You must not deposit or allow other persons to deposit on the Allotment Site any refuse or any decaying matter, except manure and compost in such quantities as may be reasonably required for use in cultivation and mulching.
- (d) You must not place any matter in hedges or ditches at the Allotment Site of which the Allotment Garden forms part, or in adjoining land.
- (e) You must not use underlay or asbestos in any form on the Allotment Garden.
- (f) In relation to bonfires:
  - (i) You must avoid burning if at all possible.
  - (ii) These are not permitted at the Allotment Sites between 1<sup>st</sup> April and 30<sup>th</sup> September inclusive.
  - (iii) If burning is deemed necessary after September and before April, You may only burn dry, organic material, and only when this does not cause a nuisance to others.
  - (iv) You must not burn material which emits noxious fumes or pollutes the soil.
  - (v) You must not leave a fire unattended.
  - (vi) You must always fully extinguish a fire before leaving the Allotment Site. You must extinguish the fire at the request of another sub-tenant or any resident at a property adjacent to the Allotment Site, or if it is reported to You that it is creating a nuisance.

*You should never use water to douse a bonfire. It may appear the fire has been put out, but water can serve to superheat the ashes and they could reignite some hours later. Instead, always throw soil or sand over it to smother the heat source.*

- (vii) You must remove any unburnable waste from the Allotment Site.

*As with the use of chemicals, the Council maintains an environmentally-friendly policy towards the disposal of waste from the Allotment Sites. Its preference is for as much material as possible to be recycled.*

*While an individual bonfire may be small in the overall scheme of things, each one releases significant amounts of pollutants such as carbon monoxide and dioxins into the air that are damaging to local air quality and to human health. The Council therefore wishes to discourage*

*bonfires on land for which it has responsibilities, hence the nature of the conditions in 10(f) above. The Council hopes that all sub-tenants understand the rationale for its position.*

## **11. Visitors**

- (a) You are responsible for ensuring that any person present on the Allotment Garden, with or without Your permission, does not suffer personal injury or loss/damage to his/her property.
- (b) Only You and person(s) authorized by You are allowed on the Allotment Garden and while there You are responsible for their conduct and supervision, particularly children aged under 18 years of age.
- (c) You are responsible for anyone working on the Allotment Garden on Your behalf, whether under supervision or not.
- (d) You and/or visitors to the Allotment Garden are not permitted access to other plots at the Allotment Site.
- (e) The Council may order any person unlawfully on the Allotment Site in breach of any rules contained in this Agreement to leave immediately.
- (f) The Council may regard You as being in breach of this Agreement if it reasonably believes You are responsible for any unauthorized person(s) being or having been on the Allotment Site.

*The Council's own insurance arrangements do not extend to provide cover for death, injury, loss or damage suffered by visitors to the Allotment Sites (unless caused by a negligent act of its own councillors, clerk or employees). You should therefore be mindful that in the absence of any other policy which may be triggered in such circumstances, a visitor may not have the benefit of such protection when visiting the Allotment Garden/Site.*

*Although the Council cannot make recommendations, You may wish to be aware that organisations such as the National Allotment Society offer their members access to insurance solutions; these products (and other benefits of membership) may be of interest to You. The Society (otherwise known as the National Society of Allotment and Leisure Gardeners Ltd.) provides more details on its website at [www.nsalg.org.uk](http://www.nsalg.org.uk).*

## **12. Nuisance**

- (a) You must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to the residents of properties adjacent to the Allotment Site. In particular, You must not cause damage to other sub-tenants' property or crops, or to the infrastructure of the Allotment Site, such as paths, fences or gates.
- (b) The Allotment Garden must not be used for illegal or immoral purposes and offensive behaviour is prohibited.
- (c) You must observe all relevant legislation and codes of practice relating to the activities You carry out on the Allotment Garden.
- (d) You must report to the Council any issues which come to affect the Allotment Garden or the Allotment Site, whether Your responsibility or not. Such matters include, but are not limited to, overhanging trees or branches from adjacent properties, fly tipping, dumping of vegetation, stones or other matter by other sub-tenants, potential dangers of any sort, and rodent infestations.
- (e) You must not park or leave overnight on the Allotment Site any motor (or other) vehicle, trailer, caravan or similar equipment. The Council accepts no liability for vehicles, trailers or other equipment temporarily brought onto the Allotment Site.

## **13. Animals**

- (a) You must not keep livestock or poultry in the Allotment Garden without the written consent of the Council.
- (b) You must not bring onto or keep other animals (apart from Assistance Dogs) onto the Allotment Site without first obtaining the Council's written consent. In any event, all

dogs must be kept on a lead and under strict control. You must ensure that any dog faeces are removed from the Allotment Site immediately.

#### **14. Inspection**

You must permit an inspection of the Allotment Garden and any structure on it by the Council's employees or its agents or the police at any time, with or without notice.

#### **15. Alienation**

You must not sublet, assign or part with the possession of the Allotment Garden, or any part thereof, without the prior written consent of the Council (s.27(4), 1908 Act).

*The Council has obligations to comply with the legislation which prohibits these activities. If the Council becomes aware that subletting or assigning has occurred it will be obliged to act accordingly.*

#### **16. Lease Obligations**

Insofar as they concern the Allotment Garden and have been included as requirements and provisions in this Agreement, You must observe and perform all covenants and conditions in the lease under which the Council rents the land used for the Allotment Site.

#### **17. Residency**

Unless otherwise resolved by the Council, all applicants for an allotment garden must normally be residents of the parish of Great Waltham.

*The Council has discretion to decide who can apply for an allotment garden. Unless there are vacancies, new applicants are placed on a waiting list and offered a plot on a first come, first served basis.*

*Vacant allotment plots may be made available for residents in neighbouring parishes to achieve higher levels of occupancy but priority will always be given to any Great Waltham resident when there is a waiting list.*

*The gender, race, cultural background, sexual orientation, religion or health of an applicant are not factors used as acceptance criteria for new allotment holders.*

*If a plot falls vacant because of the death of its sub-tenant, the Council will permit the sub-tenant's spouse or civil partner to take it over if they express a wish to do so without having to be placed on the waiting list. Otherwise the plot is made available to the next person on the waiting list.*

#### **18. Advertisements**

You must not erect or display any personal or commercial notice or advertisement on the Allotment Site without the Council's prior written permission.

#### **19. Harassment and Discrimination**

You are expected to comply with the Council's published policies in respect of harassment and discrimination. Unacceptable behaviours of harassment and discrimination include not only those of a racial, sexual or religious nature, but can also encompass more generally unwelcome physical, verbal or non-verbal actions or conduct.

If You experience harassment or discrimination, in the first instance, You are encouraged to tell the person causing the problem that their behaviour is unwanted and/or offensive and they should cease and desist.

However, should You feel it necessary to progress with a complaint about harassment or discrimination, refer it directly to the Council which will investigate thoroughly and take any



appropriate action. The Council will endeavour to ensure any complainant is protected against victimization for making or being involved in such a matter.

*The Council is committed to eliminating unlawful and unfair harassment and discrimination in whatever form it takes – its Harassment and Discrimination Policy document can be downloaded from the parish website (<https://e-voice.org.uk/greatwalthamparish/>).*

## **20. New Conditions of Hiring and Levies**

- (a) You must observe any additional rules that from time to time the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens sub-let by the Council.

*It would be unusual for the Council not to give sub-tenants a long period of notice (typically six months) in relation to any proposed changes to the conditions of hiring.*

- (b) The Council must pay all rates, taxes, dues and other assessments which may at any time be levied or charged upon the Allotment Garden.

## **21. Breach of Conditions of Hiring**

If You are in breach of any of the foregoing clauses, or on account of You becoming bankrupt, the Council may re-enter the Allotment Garden and the sub-tenancy must be terminated immediately, but without prejudice to any right of the Council to claim damages for any such breach or to recover any Annual Hiring Fee already due before the time of such re-entry but which remains unpaid.

## **22. Disputes**

You agree that any case of dispute between You and any other sub-tenant(s) at the Allotment Site which cannot be resolved on site will be referred to the Council for arbitration, whose decision will be final and binding on all sub-tenants involved.

## **23. Written Notice**

Any written notice required under the sub-tenancy will be sufficiently served if sent by registered post to or left at the other party's postal address or sent to the valid email address of the other party. Any notice to be served by You must be addressed to the Council's Clerk using the contact details shown on Your current schedule.

## **24. Data Privacy and Protection**

- (a) The information You provide to the Council (personal information such as name, address, email address, phone number) will be processed and stored to enable it to contact You and respond to Your correspondence, provide information and/or access its facilities and services. Your personal information will be not shared or provided to any other third party.
- (b) The General Data Protection Regulations (GDPR) Article 6 (1) (a) (b) and (e) articulate the basis upon which the Council is permitted to process information.
- (c) Data processing by the Council is performed either:
  - (i) With consent of the data subject or
  - (ii) When necessary for compliance with a legal obligation or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller.
- (d) The Council has a duty to ensure the security of personal data. It makes sure that Your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.
- (e) The Council will only keep Your data for the purpose it was collected for and only for as long as is necessary. After which it will be deleted. (You may request the deletion of Your data held by the Council at any time).
- (f) The Council will not process any data relating to a child (under 13) without the express

parental/guardian consent of the child concerned.

- (g) You have the right to request access to the information the Council holds on You. You can do this by contacting its Data Information Officer: The Clerk to the Council.
  - (h) If You believe that the information it holds about You is incorrect, You may contact the Council so that it can update it and keep Your data accurate. Please contact: The Clerk to the Council to request this.
  - (i) If You wish the Council to delete the information about You please contact: The Clerk to the Council to request this.
  - (j) If You believe that Your data is not being processed for the purpose it has been collected for, You may object. Please contact: The Clerk to the Council to object.
  - (k) The Council does not use any form of automated decision-making or profiling of individual personal data.
  - (l) In accordance with the law, the Council:
    - (i) Only collects the limited amount of information about You that is necessary for correspondence, information and service provision.
    - (ii) Does not use data profiling, nor does it sell or pass Your data to third parties.
    - (iii) Does not use Your data for purposes other than those specified.
    - (iv) Makes sure Your data is stored securely.
    - (v) Deletes all information deemed to be no longer necessary.
    - (vi) Constantly reviews and keeps up to date its privacy policies. (You can request a copy of the policies at any time).
  - (m) If You have a complaint regarding the way Your personal data has been processed You may make a complaint to the Council's Data Information Officer: The Clerk to the Council. You may also wish to contact the Information Commissioner's Office (website: [ico.org.uk](http://ico.org.uk); email: [casework@ico.org.uk](mailto:casework@ico.org.uk); or telephone 0303 123 1113).
-