



COWBRIDGE (ANCIENT BOROUGH) with
LLANBLETHIAN TOWN COUNCIL
CYNGOR TREF
Y BONTFAEN (Bwrdeistref Hynafol) gyda
LLANFLEIDDAN

COWBRIDGE WITH LLANBLETHIAN TOWN COUNCIL AND COWBRIDGE ALLOTMENT ASSOCIATION

AGREEMENT

This Agreement is made and entered into on the XXXX day of May in the year twenty twenty-four between Cowbridge with Llanblethian Town Council (hereinafter referred to as "the Council") of the one part, and the Cowbridge Allotment Association (hereinafter referred to as "the Association") of the other part.

WHEREBY:

The Council agrees to delegate the administration of a parcel of land measuring approximately 0.68 acres, delineated on the attached plan, located at Cae Rex, to the Association for a term of five years. The Association shall pay an annual administration fee of £10.00 to the Council, payable in advance on the first day of May each year, without deduction except as allowed by statute.

The Association agrees with the Council to:

- 1) Utilise the Allotments solely for non-commercial purposes, except for the distribution of Seeds, Fertilisers, Tools, etc., by the Association to its members.
- 2) Maintain the Allotments in a weed-free, well-manured, and properly cultivated state, including keeping pathways or cart-tracks clear of weeds.



Be kind



Byddwch yn garedig

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- 3) Ensure no nuisance or obstruction is caused to neighbouring properties, and no unauthorised cutting or removal of trees or minerals, gravel, sand, or clay from the Allotments without the specific authority of the Council.
- 4) Oversee the day-to-day management of the Allotments, including letting individual plots to members deemed suitable by the Association and addressing non-cultivation or non-payment issues.
- 5) Obtain written consent from the Council for any construction on the Allotment Gardens and refrain from using barbed wire fencing adjacent to Council pathways.
- 6) Observe the right of the Council to enter and inspect the Allotments at any time through its authorised representatives.

This Agreement may be terminated:

- 7) By either party giving twelve months' written notice, expiring on or before 6th April or on or after 29th September in any year.
- 8) By re-entry by the Council after giving three months' written notice, if the land is required for purposes other than agriculture or for specified industrial purposes.
- 9) By re-entry by the Council after giving one month's written notice if the administration fee remains unpaid for over forty days or if the Association fails to observe the Agreement's conditions.
- 10) Notices shall be given in writing and sent by registered post or recorded delivery. Water rates and other outgoings are the responsibility of the Association.

Additional Responsibilities

- 11) The Association shall maintain hedges while the Council remains responsible for chain link fences and the entrance gates on



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those fence lines.

- 12) Grass cutting on the site, except for the grass strip outside the fence at Cae Rex, shall be done by the Association.
- 13) Sheds at Cae Rex shall be maintained by the Association.
- 14) Responsibility for the trees on the north and north east boundaries of the allotment area rests with the Vale of Glamorgan Council. The Association are therefore to report any problems with these trees to the Town Council who in turn will deal with the Vale of Glamorgan Council on the matter.
- 15) Any complaints from non-Allotment holders shall be directed to the Town Clerk initially.
- 16) Proposed alterations to this Agreement shall be discussed upon request by the Council or the Association but any outcome will be implemented at the end of the current tenure.
- 17) Allotments shall be monitored monthly by the Council's Amenities Supervisor.

Bonfire regulations shall be adhered to, as outlined below:

- 18) Compost garden rubbish whenever possible.
- 19) Ensure large woody cuttings or similar materials unsuitable for composting are thoroughly dried before burning. A quick, hot fire will minimise smoke.
- 20) Refrain from lighting a bonfire if windy conditions are likely to cause smoke nuisance to others.



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- 21) Do not light a bonfire within one hour of sunset or leave it burning later than one hour after sunset.
- 22) Never leave a fire unattended.
- 23) No imported rubbish is to be burnt on Council Allotment property.
- 24) All members of the Association are advised to familiarise themselves with the contents of the leaflet issued by the NSCA (National Society for Clean Air and Environmental Protection).
- 25) The Association acknowledges that compensation under Part II of the Landlord and Tenant Act 1954 shall not apply upon termination of this Agreement.

IN WITNESS WHEREOF, the Agreement has been duly executed by:

For and on behalf of Cowbridge with Llanblethian Town Council:

[Signature]

For and on behalf of the Cowbridge Allotment Association:

[Signature]

[Address]