

MEMORANDUM OF UNDERSTANDING

between

Taff's Well and Nantgarw Community Council & Taff's Well and Nantgarw Allotments Association

This memorandum of understanding is between Taffs Well & Nantgarw Community Council (the Provider) and the Taff's Well and Nantgarw Allotments Association (the Client) and outlines the terms of the agreement in respect of the renting the three allotment sites and the Orchard located on three separate fields in the vicinity of Parish Road and know locally as Parish Road Fields.

The cost of the provision will be £1 per annum, for the Orchard area, paid by 31st December each year.

Rental of the allotment sites (individual plots) will be fixed by the Community Council each year. The Client may make, as it sees fit, additional charges to plot holders to cover its costs and outgoing expenditure.

The Terms of the agreement are for an initial period of twenty five years with an expiry date of 31st December 2035. The Community Council undertakes that, unless there are significant breaches in the conditions of the agreement, it will not reclaim the land until the agreed expiry date.

The Provider

1. The provider will make available the land identified as Parish Road Fields to the Taff's Well and Nantgarw Association for the sole purpose of developing allotment provision and an orchard area.
2. The provider accepts no legal responsibility on any matters associated with the use of the land and requires the Client to indemnify the Community Council in respect of all legislative requirements associated with its use.

The Client

The Client agrees that it will:

1. Maintain the sites in good condition and not erect any structures on the site without the express agreement of the Community Council.
2. Ensure that the use of the sites does not cause a nuisance to local inhabitants or other users.

3. Indemnify the Community Council in respect of all legislative matters associated with the use of the sites and the keeping of animals
4. The Client agrees to allow unhindered access to Council Members and Officers, or any authorised individuals, in discharge of their duties.
5. The Client agrees that it will not claim any 'user rights' in respect of the sites.

Signed
For Taff's Well & Nantgarw Community Council

Date

Signed
For the Client

Date