

**ALLOTMENT COMMITTEE 21st SEPTEMBER 2023
REPORTS**

AGENDA ITEM 1

TO NOTE THE RESIGNATION OF CLLR TAYLOR FROM THE PARISH COUNCIL

For **NOTING** only.

AGENDA ITEMS 2

TO NOTE THE APPOINTMENT OF CLLR MEREDITH AS CHAIR OF THE ALLOTMENT COMMITTEE AS APPROVED BY COUNCIL ON 11TH JULY 2023

For **NOTING** only.

AGENDA ITEMS 3

CONSIDERATION OF THE APPOINTMENT OF MEMBERS AS NON-COUNCILLOR MEMBERS TO THE COMMITTEE

Members are required to nominate and elect a Non-Councillor Member to the Committee.

AGENDA ITEM 4&5

CHAIRMAN'S INTRODUCTION, WELCOME AND APOLOGIES FOR ABSENCE

Members are reminded that apologies for absence should be submitted to the Clerk ahead of the meeting and the reason for non-attendance given.

AGENDA ITEM 6

TO APPROVE AND SIGN THE MINUTES OF THE ALLOTMENT COMMITTEE MEETING HELD ON 25TH MAY 2022

**MINUTES OF THE MEETING OF THE
SOUTHBOURNE PARISH COUNCIL ALLOTMENT COMMITTEE 25TH MAY 2023**

PRESENT: Cllrs: R. Taylor (Chairman), Cllr T. Bangert, Cllr L. Meredith and Cllr J. Money.

IN ATTENDANCE: M. Carvajal-Neal (Clerk of Allotment Committee). L. Davies and J. Ullman.

Cllr Bangert left the meeting at agenda item 11.2 due to having another commitment.

1. TO NOTE THE APPOINTMENT OF CLLR TAYLOR AS CHAIRMAN OF THE ALLOTMENT COMMITTEE AS APPROVED BY COUNCIL ON 9TH MAY AND TO NOTE THE APPOINTMENT OF CLLR BANGERT AS VICE CHAIR

This was **NOTED**.

2. TO APPOINT NON-COUNCILLOR MEMBERS TO THE COMMITTEE AND TO APPOINT A NON-COUNCILLOR ADVISORY MEMBER.

2.1 Members unanimously **AGREED** to appoint J. Ullman to the position of non-councillor Member. There were no other nominations.

2.2 Members unanimously **AGREED** to appoint L. Davies to the position of non-councillor advisory Member.

3. CHAIRMAN'S WELCOME AND INTRODUCTION

The Chairman welcomed everyone to the meeting and thanked Members for joining the committee.

4. APOLOGIES FOR ABSENCE

There were no apologies for absence.

Cllr Bangert advised that she may have to leave the meeting early.

5. TO APPROVE AND SIGN THE MINUTES OF THE ALLOTMENT COMMITTEE MEETING HELD ON 16TH FEBRUARY 2023

Members **AGREED** to **APPROVE** the Minutes of the Allotment Committee meeting held on 16th February 2023 and they were signed by the Chairman.

6. DECLARATIONS OF INTEREST

There were no declarations of interest.

7. ADJOURNMENT FOR PUBLIC OPEN FORUM

The meeting was adjourned at 10.10am

The Deputy Clerk referred to two emails officers had received:

7.1 Regarding parking at Flanders close. Two spaces are allocated for allotment holders however, this is not currently enforced by the Parish Council and the Deputy Clerk has informed the resident of this. This was **NOTED**.

7.2 Regarding the communal greenhouse at Southbourne Fields and a celebration date on 27th May 4pm. This was **NOTED**.

7.3 J. Ullman wished to thank D. James and H. Gallagher for their hard work in completing the communal greenhouse and to another tenant for the construction of work benches.

7.4 J. Ullman raised that the carpark weeds need attention, this will be added to a future agenda.

The meeting was re-adjourned at 10.18 am.

8. TO NOTE THE TERMS OF REFERENCE AS APPROVED BY COUNCIL ON 9TH MAY

This was **NOTED**.

9. TO NOTE THE BUDGET AND ANY INCOME AND EXPENDITURE

This was **NOTED**. The Deputy Clerk reminded Members that there had been a recommendation to create a maintenance fund with any unspent income and that this would be reviewed at the next meeting ahead of the F&P budget meeting. This was **NOTED**.

9.1 A Member proposed that a portion of the budget be allocated for the future purchase of additional allotment sites. Members **AGREED** to add this to a future agenda for consideration.

10. FLANDERS CLOSE

10.1 TO RECEIVE AND NOTE AN UPDATE ON THE WORKS

The works are complete, and the plots are allocated. This was **NOTED**.

10.2 CONSIDERATION OF THE PURCHASE OF 2 X WEED MEMBRANES TO COVER THE COMMUNAL BEDS

Members **AGREED** to the purchase of weed membranes to the value of £40.00. The Deputy Clerk will arrange this and ask the contracted caretaker to install them.

10.3 TO NOTE THAT THE SEA SCOUTS HAVE WITHDRAWN THEIR APPLICATION FOR A COMMUNAL PLOT AND TO CONSIDER A COURSE OF ACTION

This was **NOTED** and no additional considerations were required.

10.4 CONSIDERATION OF A COURSE OF ACTION FOR THE COMMUNAL PLOTS

After discussion Members **AGREED** to the following actions:

10.4.1 Cllr Money to provide the Deputy Clerk with details of a charity who may be interested in the space.

10.4.2 The Deputy Clerk to contact the Right To Work Organisation at Havant Borough Council.

10.4.3 Cllr Bangert to contact Tuppenny Barn.

10.4.4 Cllr Bangert to contact the New Life Church.

10.4.5 Members further **AGREED** that should any of the above organisations or any other organisation be willing to take on a communal plot, the details of the organisation shall be forwarded to all Members for approval of allocation of a plot(s), this should then be ratified at the following Committee meeting.

10.5 TO NOTE FINAL COSTINGS AND CONSIDER THE PURCHASE OF TOPSOIL/COMPOST WITH ANY REMAINING BALANCE INCLUDING CONSIDERATION OF THE DISTRIBUTION OF THE COMPOST.

This was **NOTED** and Members **AGREED** that L. Davies provide the Deputy Clerk with the details of local organisations who can supply peat free compost.

10.6 CONSIDERATION OF A REQUEST BY A TENANT TO ATTEND TO THE OVERHANGING TREE AND TO THE WEEDS ON THE PATHWAY.

Members **NOTED** the request and **AGREED** that the contracted caretaker be instructed to trim the weeds. Members further **AGREED** to the purchase of a pruning saw to the value of £11.98 to be purchased from the allotment committee budget for the purpose of removing some of the low hanging tree branches that extend over the tenant's plot. The Deputy Clerk will write to the tenant to advise.

It was further **AGREED** to add consideration of a more comprehensive pruning to the trees to the next committee meeting in September to be carried out in line with the seasonal growing period. It was **AGREED** that the Deputy Clerk source quotes nearer the time for consideration. It was **NOTED** that as the trees are not subject to a TPO or located within the curtilage of a listed property it is not necessary to seek permission to trim them.

11. SOUTHBOURNE FIELDS

11.1 TO RECEIVE AND NOTE AN UPDATE ON THE COMMUNAL GREENHOUSE

J. Ullman provided a verbal update. The greenhouse is now erected and furnished with work benches. It is already in use and tenants have an informal agreement around closing the greenhouse at night and watering of the produce. This was **NOTED**.

11.1.1 It was further **AGREED** that the committee make the following **RECOMMENDATION** to Full Council;

The SPC Allotment Committee **AGREED** to **RECOMMEND** that the Parish Council formally adopt the Greenhouse and take ownership of it as an asset with the additional **RECOMMENDATIONS** that:

- Any ongoing maintenance cost for the greenhouse be taken from the Allotment Committee budget with prior approval by the Allotment Committee.
- Any costs associated with the disposal of the greenhouse should the greenhouse fall into a state of disrepair be taken from the Allotment Committee budget with prior approval by the Allotment Committee.
- That the greenhouse be subject to inspection in line with plot inspections.
- The use of the greenhouse is by all tenants of Southbourne Fields allotments.

11.2 CONSIDERATION OF REPAIR TO THE WATER PIPES

One Member proposed that the committee look at a more robust standpipe and provided details of such to the committee. The Deputy Clerk provided details of a quote by a contractor as previously circulated. After considerable discussion Members **AGREED** to the quote by the contractor of £144 in order to have the water re-connected in time for the summer growing period. Members further **AGREED** that should the taps need attention in the future that the Committee consider a more substantial standpipe at that stage.

Cllr Bangert left the meeting at 10.57.

11.3 TO RECEIVE AND NOTE AN UPDATE REGARDING THE APPLICATION OF A GRANT TO CDC FOR FRUIT TREES.

The CDC grant application had closed just prior to the last Committee meeting and as such Officers could not apply for funding. This was **NOTED**.

11.4 TO REVIEW THE PLANTING OF TWO APPLE TREES ON PARISH OWNED LAND INCLUDING CONSIDERATION OF RETAINING THE TREES AND FORMALLY ADOPTING THEM AS PARISH OWNED PROPERTY

Members **NOTED** the details of the two apple trees that had been installed by a Committee Member. The Deputy Clerk reminded Members that prior authorisation should be sought by the Committee before the installation of any items on Parish owned land. This was **NOTED**. Members **AGREED** to retain the trees and formally adopt them as parish owned property. Members further **AGREED** to consider replacing the stakes at a future meeting.

12. TO NOTE THE CURRENT TENANCIES AND WAITING LISTS FOR BOTH SITES

For the benefit of new Members the Deputy Clerk provided an outline of the sites owned by the Parish Council and the current rental agreements including fees. This was **NOTED**. Members additionally **NOTED** that there is currently a small waiting list but that a number of those on the waiting list had declined a plot at Flanders Close.

13. SITE INSPECTIONS, CONSIDERATION OF THE MAY INSPECTION AND ANY REQUIRED ACTIONS.

13.1 The Chair read out the following statement issued by the Parish Clerk:

I understand that there has been some criticism that the Deputy Clerk has carried out the Allotment site inspections and some speculation as to why, as Clerk, I have allowed this. The inspections are undertaken on a bi-annual basis to ensure that the plots are being cultivated and that there are no health & safety concerns. This inspection holds no pecuniary or ordinary interest and as such I would expect the Clerk of the Allotment Committee to undertake this responsibility. Quite obviously Maria will not inspect her own plot, that will fall to the Chair of the Allotment Committee. I trust this clarifies the position, but I would ask that should anyone have any further concerns regarding this arrangement that they come and speak with me.

Thank you

Sheila Hodgson

Parish Clerk

This was **NOTED**.

13.2 The Deputy Clerk provided Members with a report on the site inspections at Southbourne Fields and the Chair provided his findings of the Deputy Clerks' plot which was inspected on Tuesday 23rd May. It was **NOTED** that all plots had signs that the site was being tended to except one which appeared to have little signs of recent use though did have some visible produce growing. Members **AGREED** to review this plot in September in line with the second annual inspection and that no actions were required at this time. There were no access issues and no health & safety issues identified on any of the plots or on site.

Other than the repair to the tap and water pipes as per min ref. 11.2 there were no additional actions required as a result of the inspection. It was **NOTED** that the Chair and Deputy Clerk visited Flanders Close and viewed the plots which are all being worked but as they have only just been let a full report was not required at this stage.

14. TENANT REQUESTS:

14.1 CONSIDERATION OF A REQUEST FROM A TENANT TO RETROSPECTIVELY SEEK CONSENT FOR THE PLANTING OF AN APPLE TREE ON THEIR PLOT

After considerable discussion Members **AGREED** not to permit the planting of the apple tree.

14.2 CONSIDERATION OF A REQUEST FROM A TENANT TO RETROSPECTIVELY SEEK CONSENT FOR THE PLANTING OF A QUINCE TREE ON THEIR PLOT

After considerable discussion Members **AGREED** not to permit the planting of the quince tree.

Members **AGREED** that the Deputy Clerk write to the above-mentioned tenants and instruct that they remove the trees from their plots. Members further **AGREED** that the Deputy Clerk write to all allotment holders to remind them that the planting of trees is only permitted with prior approval by the Committee. Members **AGREED** that the tenancy agreement is reviewed in relation to this item and that this be added to a future agenda.

15. TO NOTE THE DATE AND TIME OF NEXT MEETING

21st September 10-12, at St John's Church Centre, Main Road.

AGENDA ITEM 7

DECLARATIONS OF INTEREST

Members and Officers are invited to make any declarations of Disclosable Pecuniary and/or Ordinary Interests that they may have in relation to items on this agenda and are reminded that they should re-declare their Interest before consideration of the item or as soon as the Interest becomes apparent and if not previously included on their Register of Interests to notify the Monitoring Officer within 28 days.

AGENDA ITEM 8

ADJOURNMENT FOR PUBLIC OPEN FORUM

The Chairman will adjourn the meeting for the Open Forum. During these sessions members of the public will be permitted to speak and ask questions with a maximum time of 3 minutes. Members are asked to note that no decision can be made during this time and any item requiring further discussion will need to be deferred to a future agenda.

AGENDA ITEM 9

CLERK'S UPDATE

The Clerk will give an update on items that are for information only and do not require a decision.

9.1 The Contracted caretaker has trimmed the footpaths and cut back the overhanging branches at Flanders Close. As he had access to his own tools he did not need to purchase any equipment. Min 10.6 refers.

9.2 Full Council agreed to the recommendation to formally adopt the Greenhouse. Min 11.1.1 refers.

9.3 A resident has complained regarding the condition of the plots at Flanders Close, specifically the smell of rotting vegetation and that the plots are untidy. Additionally, that the weeds at Flanders Close are not being tended to. Officers have written to tenants. Maintenance of the site is already on this agenda as such no decision is required at this time.

9.4 A tenant has complained regarding their plot at Flanders Close, circulated separately. Maintenance of the site is already on this agenda as such no decision is required at this time.

AGENDA ITEM 10

TO CONSIDER A PROPOSAL TO REVIEW THE RENTAL FEES FOR SOUTHBOURNE FIELDS AND FLANDERS CLOSE

A Member of the committee made a proposal (Min 82, Feb 2023 refers) to review the rental fees. Members are asked to **CONSIDER** if they support this proposal and **AGREE** to annual rental fees for 2024-25 for both sites.

AGENDA ITEM 11

BUDGET

10.1 TO NOTE THE BUDGET AND ANY INCOME AND EXPENDITURE

Members are asked to **NOTE** the following figures:

Budget: £1000

Income: £1664 (rental fees)

Expenditure: £144.00 tap

£197.00 tap

£ 376.50 water bill (based on £251 Nov to June- £31.40 monthly average)

£ 717 total

£1947 remaining

10.2 TO RATIFY THE PAYMENT OF £197 (EX VAT) FOR THE REQUIRED REPAIR TO TAP 2 (THE SOUTH WESTERLY LOCATION) TO COME FROM THE ALLOTMENT COMMITTEE BUDGET.

Members are asked to **AGREE** to **RATIFY** this payment which was an urgent repair to a leaking tap.

10.3 TO CONSIDER THE BUDGET FOR 2024-35 INCLUDING ANY REQUIRED RECOMMENDATIONS TO FULL COUNCIL.

Members are asked to **NOTE** that as the F&P committee has now disbanded any recommendations will be made to Full Council.

Members are asked to **NOTE** the following anticipated expenditure for 2024-25

Ongoing items:

Water bill

Tree maintenance

Weeding/strimming/litter picking of communal areas

Printing

Predicted income: £1740 subject to agreed rental fees as per agenda item 10.

Last year's budget: £1000

Members are asked to **AGREE** to recommend a proposed budget to Full Council.

10.4 TO CONSIDER A PROPOSAL TO ESTABLISH A MAINTENANCE FUND FOR FUTURE WORKS TO BOTH SITES.

Members are asked to **CONSIDER** if they **AGREE** to the proposal to establish a maintenance fund for future planned maintenance to both Allotment sites Min. 82 (Feb 2023) refers. Members are asked to **AGREE** to the terms of the fund. Officers recommend that, should the fund be established, Members **AGREE** to recommend to Full Council that any remaining unspent committee funds are earmarked and reserved as a 'maintenance fund' up to a maximum value. Officers recommend that this value does not exceed £5000, the equivalent of 5 years' budget.

10.5 TO CONSIDER A PROPOSAL TO EARMARK A PORTION OF THE BUDGET TO BE ALLOCATED FOR THE FUTURE PURCHASE OF ADDITIONAL ALLOTMENT SITES.

Members are asked to **CONSIDER** a proposal by the former Chair to earmark a portion of the budget to be allocated for the future purchase of additional allotment sites.

AGENDA ITEM 12

TO CONSIDER A PROPOSAL TO MOVE THE TENANCY RENEWAL DATE TO 1ST MAY TO ENSURE THAT RENTAL PAYMENTS ARE RECEIVED IN THE CORRECT FINANCIAL YEAR.

Members are asked to **CONSIDER** amending the tenancy renewal date so that payments are received into the correct financial year. This would require that payments are made no earlier than 1st April. Therefore the renewal date would be 1st May each financial year. Should Members agree to this proposal then Members are asked to **CONSIDER** a course of action for the rental fees for the month April 2024.

AGENDA ITEM 13

FLANDERS CLOSE- TO RECEIVE ANY UPDATES AND CONSIDER ANY REQUIRED ACTIONS

13.1 TO RECEIVE AND NOTE AN UPDATE ON THE NEW HOMES BONUS PROJECT

Members are asked to **NOTE** that the weed membrane has now been installed on the communal plot. (Min.10.2 Refers) the funds were taken from the NHB fund.

13.2 TO RECEIVE AN UPDATE AND TO CONSIDER ANY APPLICATIONS FOR THE COMMUNAL PLOT

At the time of writing no applications had been received. Officers have not received a response from any of the organisations contacted regarding the communal plots at Flanders Close allotments Min 10.4 Refers.

Member are asked to **NOTE** that officers received a request by a tenant at Flanders Close to access the water butts and water on the communal plot. Whilst the plot is unoccupied this has been permitted. Should the communal plot be tenanted officers will cease this.

13.3 TO CONSIDER MAINTENANCE OF THE SITE INCLUDING WEEDING OF COMMUNAL AREAS

Members are asked to **CONSIDER** a formal maintenance plan for the site, including weeding and litter picking of communal areas and to **AGREE** to a budget for these works, frequency of works and **AGREE** to a budget for any required tools and materials. The contracted caretaker can undertake this work but will need to be provided with the appropriate equipment:

-Petrol for strimmer

-Weed sprayer

- Weed solution
- Overalls
- Gloves
- mask/face protection
- litter picker

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13.4 TO RECEIVE AND CONSIDER A QUOTE FOR TREE MAINTENANCE AND CONSIDER A COURSE OF ACTION FOR ANNUAL TREE MAINTENANCE

Quote:

Work Schedule:

- Cut back overhang from 2x Sycamores along boundary.
- Remove 1x Sycamore sapling.
- All waste removed.

Total: £480.00

- Re-shape and maintain hedges along boundary (Ongoing Annually).
- All waste removed.

Total: £180.00

13.5 TO CONSIDER A REQUEST FROM A TENANT TO TEMPORARILY REMOVE SOME FENCING TO ALLOW A WATER TANK TO BE INSTALLED

A tenant would like to install an IBC tank on their plot to store water. They have spoken with other tenants who have indicated that they also might like one but the tenant has measured and it won't fit through the gate. The tenant proposes that fencing is removed on a particular date/time to allow any tenants to access their plot.

AGENDA ITEM 14 SOUTHBOURNE FIELDS

14.1 TO RECEIVE AND NOTE AN UPDATE ON ANY TREES PLANTED BY TENANTS AT SOUTHBOURNE FIELDS AND TO CONSIDER ANY REQUIRED ACTIONS INCLUDING TO CONSIDER REVIEWING THE TENANCY AGREEMENT Min 14.2 refers.

Members are asked to receive a report on any trees planted by tenants at Southbourne Fields. Members are asked to **CONSIDER** a course of action to take regarding the trees. Members are further asked to review the tenancy agreement in relation to trees and **CONSIDER** if they wish to **AGREE** to amend the agreement. Drafted letter circulated separately.

Extract from the Tenancy Agreement:

3.4.3 Due to the size of the plots the planting of hedges or trees other than dwarf trees will not be permitted.

3.7.3 Written consent from the Council is required to plant any trees which must be of dwarf root stock.

See appendix 1 for the full tenancy agreement.

14.2 TO RECEIVE AND NOTE AN UPDATE ON THE MAINTENANCE OF THE TAPS AND TO CONSIDER IF ANY ADDITIONAL ACTIONS ARE REQUIRED.

Members are asked to **NOTE** that both taps have now been repaired and are in good working order. Members are asked to **CONSIDER** if they wish to take any further action in relation to the taps.

14.3 TO CONSIDER A PROPOSAL TO ATTEND TO THE WEEDS IN THE CARPARK AREA.

Members are asked to **CONSIDER** a proposal (Min. 7.4 refers) to tend to the weeds in the carpark. J. Ullman to verbally provide details of the proposal including any associated costings. As per agenda item 13.3 the contracted caretaker can undertake this work if required.

14.4 TO NOTE THE SAFETY ISSUE AND RESOLUTION REGARDING THE GATE.

Members are asked to **NOTE** that it was reported that plot holders had been locked inside the allotment site by youths in the area. A sign has been displayed asking tenants to lock the gate open when using the site. Plot holders are asked to be vigilant when using the site and to report any ASB to officers.

14.5 FRUIT TREES- TO CONSIDER A PROPOSAL TO PURCHASE AND PLANT ADDITIONAL FRUIT TREES AND TO CONSIDER REPLACING THE STAKES ON THE APPLE TREES.

Officers have received a proposal to plant additional fruit trees at Southbourne Fields. Members are asked to **CONSIDER** this proposal. Members are further asked to **CONSIDER** if they wish to replace the stakes on the apple trees which are currently in situ.

AGENDA ITEM 15

TO CONSIDER A REQUEST FROM A RESIDENT TO SITE A BEEHIVE ON ONE OF THE ALLOTMENT SITES

Information to be circulated separately.

AGENDA ITEM 16

TO NOTE THE CURRENT TENANCIES AND WAITING LISTS FOR BOTH SITES.

The Deputy Clerk will provide the up to date figures and information during the meeting.

AGENDA ITEM 17

SITE INSPECTIONS- TO RECEIVE AND NOTE THE SEPTEMBER INSPECTION REPORT AND TO CONSIDER ANY REQUIRED ACTIONS INCLUDING TO REVIEW THE TENANCY AGREEMENT.

Reports will be circulated separately.

AGENDA ITEM 18

TO NOTE THE DATE AND TIME OF NEXT MEETING

30th November 10-12, at St John's Church Centre, Main Road.

**ALLOTMENT TENANCY AGREEMENT
FOR SOUTHBOURNE FIELDS ALLOTMENTS**

1.1 **THIS AGREEMENT is made on the [insert date] day of [insert month] 20 [complete] between** Southbourne Parish Council (“the Council” or “SPC”) of The Village Hall, First Avenue, Southbourne, West Sussex, PO10 8HN and [insert full name of tenant] of [insert tenant’s address] (“the Tenant”, “you”, “yours” or “yourself”)

2 WHEREBY IT IS AGREED as follows:

2.1 Agreement to let, description of allotment and term

The Council shall let to the tenant the Allotment Garden situated at [insert full postal address] and referenced as [insert number] in the Council’s Allotment Register (“the Allotment Garden”) [outlined in red for identification purposes only on the plan attached].

The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the [insert date] day of [insert month] 20 [complete] [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.

2.2 Rent

2.2.1 The tenant shall pay the Council the yearly rent of £ [insert amount] payable in advance from the date stated in clause (1) of this Agreement up to 31st March 2020 (but a pro rata payment if this period is less than a year) and on each anniversary of that date you agree to pay for the following year (or years) such increased yearly rent as the Council requires (but subject to Section 10(1) of the Allotments Act, 1950) and gives you previous written notice, but a proportionate part if this tenancy extends over part of a year.

2.2.2 All invoices are due for immediate payment.

2.2.3 If for any reason the invoice is not paid immediately, a reminder shall be sent after 28 days.

2.2.4 If the rent remains unpaid for a period of not less than 40 days, the tenancy shall be automatically terminated.

2.2.5 The rent currently in force will be subject to annual review by the Council.

3 Details of the tenancy

The tenancy is subject to the Allotments Acts 1908 and 1950 and also the following conditions. You agree with the Council to observe and perform the conditions set out below:

3.1 Alienation

- 3.1.1 Tenant shall not sublet or assign or part with possession any part of the allotment plot. It must be noted that sharing an allotment with someone else does not confer any rights to that person, the tenancy remains with you and on its surrender is offered to the next person on the waiting list.

3.2 Use and conduct

- 3.2.1 The tenant shall use the plot as an Allotment and Leisure Garden only, wholly and mainly for the production of vegetables, fruit or flower crops for consumption or enjoyment by the tenant and his/her family and for no other purpose and not for profit.
- 3.2.2 The tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
- 3.2.3 Any children that accompany the plot holder or any persons accompanying the plot holder may not at any time enter onto another plot without the express permission of that plot holder. The plot holder has full responsibility for the actions of children and others entering the site with his or her permission.
- 3.2.4 The tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
- 3.2.5 The tenant shall observe additional rules that the Council may make or revise to the regulation and management of the allotments.
- 3.2.6 The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

3.3 Cultivation

- 3.3.1 The tenant shall keep the allotment reasonably free from weeds, properly cultivated and in a good state of fertility all year round. Properly cultivated means that all of the plot is being worked all year round. The area of the allotment occupied by the shed and its base remains exempt from this requirement to cultivate.
- 3.3.2 Within the first three months of the tenancy 25% of the plot must be under cultivations with crops. This is discretionary on the condition of the plot at the time of tenancy agreement and time of year the plot is let. After three months it must be seen that the plot is regularly tended to and showing signs of progress. The remainder of the plot must be under cultivation with crops within twelve months.
- 3.3.3 The tenant must notify the Council of any change in circumstance which might temporarily prevent cultivation of the plot such as prolonged holiday, accident or illness.

3.4 Allotment Boundaries

- 3.4.1 The tenants must not infer in any way with the timber edgings delineating the plots.
- 3.4.2 The tenants shall ensure that all planting does not invade into neighbouring plots.
- 3.4.3 Due to the size of the plots the planting of hedges or trees other than dwarf trees will not be permitted.
- 3.4.4 The tenants shall maintain all planting on the allotment plot on a regular basis.
- 3.4.5 Tenants are required to ensure that the number of the plot on the shed is visible at all times.

3.5 Green Waste, bonfires and rubbish

- 3.5.1 Tenants shall compost all green waste on their plot in self-built or ready-made containers kept within the curtilage.
- 3.5.2 All refuse emanating from allotment cultivation that is not compostable must be removed and disposed of offsite.
- 3.5.3 The allotment plot must be kept clean and tidy, which means that this plot must be kept free of rubbish, sheet plastic and old carpet, plastic bags, plastic pots and other such containers that are no longer being used on the allotment.
- 3.5.4 The tenant must not deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure and compost in such quantities as may be reasonable required for use in cultivation).

- 3.5.5 Bonfires are not permitted on the allotments.
- 3.5.6 The tenant must not cut or prune any timber or trees or take away or sell or carry away any mineral, gravel, clay, sand or earth without first obtaining the permissions of the Council.

3.6 Environment

- 3.6.1 The tenant is to use their best endeavours to garden organically and encourage biodiversity.
- 3.6.2 The use of pesticides and insecticides should be kept to an absolute minimum and tenants must ensure that they are not left unattended at any time.
- 3.6.3 The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended 1997).
- 3.6.4 If using such pesticides and insecticides, the tenant must take all reasonable care to ensure that wildlife and planting in adjoining plots are not adversely affected.
- 3.6.5 The tenant must respect all wildlife that inhabits the allotment and not to harm any species in any manner that is in violation to the Wildlife & Countryside Act 1981.
- 3.6.6 The tenant shall practice water conservation techniques including utilizing covered water butts attached to the shed and to consider mulching as a water conservation practice.

3.7 Structures

- 3.7.1 Each plot has a pre-erected shed on a concrete base and these cannot be removed. Written consent for any external treatment to the outside of the shed to be obtained from the Council.
- 3.7.2 Written consent is required from the Council to erect or place any additional structure on the allotment including a small greenhouse or polytunnel. The size of the plots limits the practicalities to erecting any large structure and discretion will be exercised by the Council as to the suitability of any proposals.
- 3.7.3 Written consent from the Council is required to plant any trees which must be of dwarf root stock.
- 3.7.4 Permission to erect any additional structure will only be granted if all stipulations in the consent form are met, and on the condition that the structures will be well maintained and that they do not interfere with neighbouring plot tenants.
- 3.7.5 Where appropriate the use of guttering to collect rainwater in one or more water butts is encouraged.
- 3.7.6 The Council can order the removal of any structure that has not been approved or is not kept well maintained.
- 3.7.7 The tenant must remove from the allotment garden any broken or vandalised items such as glass from the greenhouses and cold frames.
- 3.7.8 Tenants must be aware that anything that is placed on the allotment is not covered against theft vandalism or storm damage. The Council is not liable for loss or damage to property.
- 3.7.9 The tenant must not enclose the plot with any form of fencing or use barbed wire in any circumstance.

3.8 Dogs

- 3.8.1 No animals are to be brought into any allotment garden, except for dogs on leads.

3.9 Adverts

- 3.9.1 Tenants shall not erect any notice or advertisement on the allotment, the fence or on the gates to allotment gardens.

3.10 Car Parking

- 3.10.1 Tenants should ideally park in the designated car parking area.

3.11 Security

- 3.11.1 The tenant is responsible for keeping the entrance gate closed and locked after entering and leaving the allotment site.

- 3.11.2 The allotment key must be returned to the Council at the end of the tenancy.
- 3.11.3 The Council has the right to refuse admittance to any person other than the tenant or member of their family, unless accompanied by the tenant or member of the family.
- 3.11.4 In the unfortunate case of vandalism or thieving on the allotments the Council cannot be held liable.
- 3.11.5 The tenant shall not cause a nuisance to other tenants or neighbouring properties.

3.12 Tenant's Circumstances

- 3.12.1 Prospective tenants must be residing in the Parish of Southbourne to be offered a plot or in order to go on the waiting list for a plot to be offered.
- 3.12.2 The tenant shall reside in Southbourne Parish during the tenancy.
- 3.12.3 Allotment residents will only normally be entitled to one plot per household.
- 3.12.4 The tenant must inform the Council immediately of any change of address.
- 3.12.5 Any notice given by the Council in respect of this agreement shall be sufficient if sent by post to the last known address of the tenant.

3.13 Disputes

- 3.13.1 Any dispute between yourself and another allotment holder or adjoining householder shall be referred to the Council whose decision on the matter shall be final.

4 **Enforcement of the tenancy**

- 4.1 For the purpose of management and maintenance the officer of the Council or appointed agent can at any time enter the allotment garden to carry out plot inspections.
- 4.2 If this tenancy is breached the **28 Day Notice to Quit Enforcement Process** is started.
"Enforcement Notice 1" is sent to the tenant through the post. This notice requires the tenant to contact the Council to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. The Council will inspect the plot after 14 days to ensure that the breach is remedied. If within 14 days the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances then the Council will send through the post an "Enforcement Notice 2" giving the tenant a further 14 days to remedy the breach of tenancy or advise of any extenuating circumstances. If within the further 14 day period the tenant does not respond either by remedying the breach or contacting the Council to discuss any extenuating circumstances then the Council will automatically terminate the tenancy.
- 4.3 The 28 Day Notice to Quit Enforcement Process can be stopped at anytime providing the breach of tenancy is remedied.

5 **Termination of the tenancy**

- 5.1 The tenancy of the allotment plot shall automatically cease in any one of the following circumstances:
 - 5.1.1 The death of the tenant.
 - 5.1.2 On the rent or any part of the rent being in arrears for more than 40 days.
 - 5.1.3 If the tenant has not responded to the Council or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.
- 5.2 A Termination letter will be sent to the tenant stating the reasons why the tenancy has been terminated and that they have 10 days to remove their belongings (gardening tools, shed greenhouses, etc. unless otherwise agreed by the Council) and any crops from the plot and return the key and tenancy agreement to the Council.
- 5.3 The tenant must be available to meet the council for one final inspection if required.
- 5.4 Only when the Council is satisfied that the plot has been left tidy, free from excessive weeds and general waste will the Council terminate the agreement.
- 5.5 In the event that the tenant refuses or is unable to undertake the work necessary to return the plot with all possessions and rubbish removed first the Council will do the necessary work and reclaim the costs incurred from the tenant.

- 5.6 The Council will not reimburse for crops that remain on the plot after the tenancy has ended or for any improvement made to the plot.
- 5.7 The tenancy of the allotment garden shall determine on the Council giving one month’s notice if the conditions of the tenancy are breached and whenever the tenancy or right of occupation of the Council terminates.
- 5.8 If the tenancy shall be in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid. The termination of the tenancy by the Council in this instance or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant’s statutory rights to compensation.
- 5.9 The tenancy may be terminated by the tenant by serving on the Council not less than two month’s written notice to quit.
- 5.10 The tenancy may be terminated by the Council serving on the tenant not less than twelve months written notice to quit expiring on or before the 6th Day of April or on or after the 29th day of September in any year.

6 Tenancy review and amendments

- 6.1 The Council reserves the right to review and amend if necessary the forgoing rules and regulations at anytime.

7 IN WITNESS whereof the Council and the Tenant have executed this Agreement as a Deed the day and year above appearing

SIGNED as a Deed by the duly authorised officer of SOUTHBOURNE PARISH COUNCIL

.....

SIGNED as a Deed by the said

.....

Allotment Holder