

Brixham Town Council

Report No:	22/2018		
Report Type:	Public		
Title:	Allotment Agreements & Rental		
To:	F&GP Committee	Date:	01.08.18
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Purpose of Report

To inform Councillors of the current rates charged for allotments in Brixham to enable a rental rate for 2018/19 to be set. The provision of allotments is a service provided by the Town Council since May 2008.

Background

The allotment tenancy runs from 1st October to 30th September with renewals issued on 1st September.

Allotment Gardens and rates

Mount Pleasant	2 plots	No water supply	0.2 per m2
Wall Park	34 plots	Water supply	0.2 per m2
Drew Street	11 plots	Water supply	0.2 per m2
Dixon's Land	76 plots	Water supply	0.2 per m2
Penn Lane	14 plots	Water supply	0.325 per m2

Allotment Rent for 2016/17

Drew Street

Plot	Rate	m2	Rent
1	0.2	254.04	£50.81
2	0.2	164.8	£32.96
3	0.2	63.48	£12.70
3A	0.2	105	£21.00
4	0.2	116.16	£23.23
4A	0.2	180.18	£36.04
5	0.2	283.155	£56.63
6	0.2	237.36	£47.47
7A	0.2	91.2	£18.24
7A1	0.2	37.53	£7.51
7B	0.2	99.84	£19.97
			£326.55

Dixons

Plot	Rate	m2	Rent
1	0.2	189.63	£37.93
2	0.2	162.8	£32.56
3	0.2	153.55	£30.71
4	0.2	173.9	£34.78
5	0.2	153.33	£30.67
6	0.2	96.75	£19.35
6A	0.2	96.75	£19.35
7	0.2	92.4	£18.48
7A	0.2	88.2	£17.64
8	0.2	134.52	£26.90
9	0.2	118	£23.60
10	0.2	127.02	£25.40
11	0.2	142.8	£28.56
12	0.2	181.3	£36.26
13	0.2	162.35	£32.47
14	0.2	133	£26.60
15	0.2	180.8	£36.16
16	0.2	160.05	£32.01
17	0.2	220	£44.00
18	0.2	140.94	£28.19
18b	0.2	151.46	£30.29
19	0.2	98.8	£19.76
20	0.2	96.85	£19.37
21	0.2	162.75	£32.55
22A	0.2	109.27	£21.85
22B	0.2	109.27	£21.85
23	0.2	265.92	£53.18
24	0.2	174.5	£34.90
25	0.2	57.9	£11.58
26	0.2	109.8	£21.96
27	0.2	121.5	£24.30
28	0.2	121.735	£24.35
29	0.2	232	£46.40
30	0.2	154.5	£30.90
31	0.2	226	£45.20
32	0.2	200.1	£40.02
33	0.2	100.06	£20.01
34	0.2	122.5	£24.50
35	0.2	116	£23.20
35A	0.2	50	£10.00
36	0.2	226.2	£45.24
37	0.2	81.48	£16.30

38	0.2	87.3	£17.46
39	0.2	108.65	£21.73
40	0.2	202.4	£40.48
41	0.2	65	£13.00
42	0.2	130	£26.00
42B	0.2	138.37	£27.67
42A	0.2	100	£20.00
43	0.2	265.48	£53.10
44a	0.2	62.22	£12.44
44b	0.2	58.88	£11.78
45	0.2	135.3	£27.06
46	0.2	235.75	£47.15
47A	0.2	114.25	£22.85
47B	0.2	121.5	£24.30
48	0.2	160.95	£32.19
49	0.2	180	£36.00
50	0.2	81.62	£16.32
51	0.2	67.6	£13.52
52	0.2	63.94	£12.79
53	0.2	155.19	£31.04
53A	0.2	48.16	£9.63
54	0.2	105.84	£21.17
55	0.2	112.5	£22.50
56	0.2	108.75	£21.75
57	0.2	113.4	£22.68
58	0.2	168	£33.60
59	0.2	127.5	£25.50
60	0.2	117.3	£23.46
61	0.2	85.47	£17.09
61A	0.2	48.87	£9.77
62	0.2	170.9	£34.18
63	0.2	155.82	£31.16
64	0.2	161.95	£32.39
65	0.2	118.9	£23.78
			£2,034.89

Mount Pleasant

Plot	Rate	m2	2017/18
1	0.2	181	£36.20
2	0.2	164	£32.80
			£69.00

Penn Lane

Plot	Rate	m2	2017/18
2	0.325	90	£29.25
3	0.325	63.5	£20.64
3A	0.325	63.5	£20.64
4	0.325	84	£27.30
5	0.325	104	£33.80
6	0.325	103	£33.48
7	0.325	57.5	£18.69
8	0.325	50.6	£16.45
9	0.325	50.6	£16.45
10	0.325	50.6	£16.45
11	0.325	63	£20.48
12	0.325	100	£32.50
13	0.325	96	£31.20
14	0.325	76	£24.70
			£342.00

Wall Park

Plot	Rate	m2	2017/18
1	0.2	169.2	£33.84
2	0.2	234	£46.80
3	0.2	235.8	£47.16
4	0.2	237.6	£47.52
5	0.2	237	£47.40
6	0.2	272.55	£54.51
7	0.2	257.4	£51.48
8	0.2	277.2	£55.44
9	0.2	273	£54.60
10	0.2	310.8	£62.16
11	0.2	284.7	£56.94
12	0.2	332	£66.40
13	0.2	289.1	£57.82
14	0.2	136.4	£27.28
14A	0.2	123.23	£24.65
15	0.2	298	£59.60
16A	0.2	185.73	£37.15
16B	0.2	135.66	£27.13
17	0.2	186.96	£37.39
18A	0.2	122.55	£24.51
18B	0.2	111.15	£22.23
19A	0.2	113.52	£22.70
19B	0.2	133.76	£26.75

20	0.2	118.44	£23.69
20A	0.2	118.5	£23.70
21	0.2	272.31	£54.46
22	0.2	172.2	£34.44
22A	0.2	172.2	£34.44
23	0.2	258.75	£51.75
24	0.2	120	£24.00
24B	0.2	132	£26.40
25	0.2	285.6	£57.12
26	0.2	296.31	£59.26
27	0.2	174.73	£34.95
			£1,415.67

Recommendations

A: Changes to the Tenancy Agreement

It was resolved on 4th July that the tenancy agreements will be updated with:

1. Clearer wording outlining the process of obtaining permission to install ANY structure on allotments sites and what materials can be used. It should also emphasise that fruit cages should not be larger than the size of the fruit bush.
2. Glass – Allowed in greenhouses or cold frame only. No loose glass and broken glass to be replaced immediately. Commercially made only, no DIY greenhouses or cold frame permitted.
3. Discourage use of carpets due to the potential chemical seepage into the soil. No plastic backed carpet permitted.
4. A change in the wording on the enforcement procedure. An explanation on the process of enforcement if a tenant has previously received Enforcement Notice 1 & 2 (ENF1 / 2) ie if they receive ENF 1 and 2 but clear their plot, should the plot revert to a poor condition within 6 months, ENF2 will be issued without the need to issue ENF1.
5. Consider a refundable deposit for new allotment holders that will cover the cost of plot clearance in the event that there is a build up of waste.

Proposed wording:

1. Retain the existing wording:
“the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council’s written consent and if appropriate planning permission. BTC will not unreasonably withhold its consent in the case of a small garden shed but will withhold its consent in the case of all buildings or structures of a permanent nature. BTC can order the removal of any structure that has not been approved or is not well maintained;”
2. Insert the following:
“If BTC gives consent to any building or structure, it will be subject to additional conditions such as materials and position. The structure must be commercially made, no DIY constructions will be accepted. Tenants must ensure that loose or broken glass must be replaced immediately in buildings or structures made of glass. The glass must be removed from the allotment site and disposed of in a responsible manner.”
3. Insert;
“The tenant agrees to remove any non-biodegradable materials from their plot. The tenant shall not use carpets, plastic, lino or any polythene material to suppress weeds either on or

surrounding the allotment plot or on the pathways between the allotment plots. Weed suppressants should be made of biodegradable material.”

4. Remove the existing wording:

“If this tenancy is breached the 28 Day Notice to Quit Enforcement Process is started, ‘Enforcement 1’ is sent to the tenant through the post. This notice requires the tenant to contact BTC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. BTC 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 BTC to discuss any extenuating circumstances, BTC 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 BTC to discuss any extenuating circumstances, BTC will automatically terminate the tenancy.”

Replace with:

“There are three enforcement stages in total:

Stage 1 - If the tenancy is breached the 28 Day Notice to Quit Enforcement Process is started, ‘Enforcement 1’ is sent to the tenant through the post. This notice requires the tenant to contact BTC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. BTC will inspect the plot after 14 days to ensure that the breach is remedied.

Stage 2 - If within 14 days the tenant does not respond either by remedying the breach or contacting BTC to discuss any extenuating circumstances, BTC 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. BTC will inspect the plot after 14 days to ensure that the breach is remedied.

Stage 3 - If, within the further 14 day period, the tenant does not respond either by remedying the breach or contacting BTC to discuss any extenuating circumstances, BTC will automatically terminate the tenancy. A 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 (garden tools, shed, greenhouse etc. unless otherwise agreed by the council) and any crops from the plot and return the key to BTC. After this period, the plot will be re-let to new tenants and you will no longer have a right to enter or cultivate the plot.

Retain:

The 28 Day Notice to Quite Enforcement Process can be stopped at any time providing the breach of tenancy is remedied.

Insert:

However, if the tenant is found to be in breach of their tenancy within 6 months of an Enforcement letter, BTC will revert to Stage 2 of the Enforcement process.”

If the tenant has moved address and not received communications the termination will still stand as it is the tenants responsibility to keep BTC informed of their current address.

Options if struggling to keep up with the work

If the tenant has a larger plot, ask BTC if it can be reduce to half a plot. BTC offers this option as it has been found that a smaller plot size is more manageable for tenants with less time to spare.

If a tenant needs more time to rectify the enforcement issues they should contact BTC. In exceptional circumstances, such as a medical condition or family bereavement, extra time will be considered.

Proposed changes to Wall Park Allotment Agreement:

Retain:

No cars are permitted during match days at Brixham AFC between one hour before and one hour after the match. Match fixture dates are attached to this agreement. These dates are subject to change and it is the responsibility of the tenant to check the fixtures prior to taking a car to the allotment.

Remove “car” and replace with “vehicle”

Insert:

Vehicles are not permitted access during periods of wet weather OR when the ground conditions are poor.

Vehicles are not permitted to drive down the central pathway to access individual plots. If vehicles are driven on site, they are only permitted to park in the designated parking area.

B. Allotment Deposit Scheme

Consideration that an allotment deposit scheme is introduced for all new allotment tenants only, the scheme will not be applied to existing tenants retrospectively.

A search on the internet has shown that a number of other Councils have introduced a repayable allotment deposit scheme over the last few years. In each case the deposit is levied at the onset of the tenancy agreement and is repayable upon termination of the tenancy, on provision that the allotment plot is passed back to the Council in reasonable condition in accordance with the tenancy agreement.

Following the Finance and General Purposes meeting on 4th July, Officers have contacted companies for quotes on plot clearance. To date one quote has been received advising that it will cost £40 per hour, plus the cost of disposal which is estimated at £55 per tonne.

Based on Wall Park 17 being one of the sites in need of clearance, the rent for the plot for 2017/18 was £37.39. Therefore, the hourly rate alone is more than the rental. Below are some charging scenarios for consideration based on Wall Park 17 rental.

2017/18 Rental	Key Deposit	Deposit Scheme	Deposit Scheme Percentage	Total in first year
£37.39	£5.00	£18.70	50%	£61.09
£37.39	£5.00	£14.96	40%	£57.35
£37.39	£5.00	£11.22	30%	£53.61
£37.39	£5.00	£7.48	20%	£49.87
£37.39	£5.00	£3.74	10%	£46.13

These scenarios are based on a full year's tenancy. However, tenants do come and go throughout the year and their tenancy charge is based on a pro rata of the annual rental.

C. Risk Assessments

That the template risk assessment in appendix two is enclosed with each renewal / welcome pack.

D. 2018/19 Rental

That no increase in rental is made for the current year due to the changes in management of the allotment sites.

Appendix One

Existing Allotment Agreement

THIS AGREEMENT is made on [LSTARTDATE] between Brixham Town Council, New Road, Brixham, TQ5 8TA referred to as 'BTC' throughout this agreement and

Name: [HOLDER]
Address: [HOLDERADDRESS]

(the named person is referred to throughout this agreement as 'the tenant', 'you', 'yours' or 'yourself').

Rent

1. BTC shall let to the tenant the Allotment Garden situated at [SITE] and referenced as plot No. [ALLOTMENT] [MULTI ALLOTMENTS] in BTC's Allotment Register ('the Allotment Garden') and including any hedges and/or footpaths as outlined in red for identification purposes only on the plan attached.
2. BTC shall let the Allotment Garden to the tenant from the date of this agreement until 30th September 2017 and thereafter from year to year until the same shall be terminated as set out in the agreement.
3. The tenant agrees to pay the rent of the Allotment Garden as found and BTC has no obligation or liability whatsoever to hand over the Allotment Garden in good condition and/or to remove rubbish and/or plants and/or buildings or other items left on the Allotment Gardens by previous tenants or anyone else.
4. The tenant shall pay BTC rent of [GROSS] for the period of this agreement in full upon receipt of a renewal notice. BTC may in the future increase or decrease after giving to the tenant one months' notice in writing of its intention to do so.
5. The tenant shall reside within the TQ5 postcode sector during the tenancy.

Alienation

6. The tenant shall not sublet or assign or part with possession of any part of the allotment plot. Should the plot become too large to manage easily, arrangements can be made to sub divide the plot and sign a new lease. It must be noted here that sharing an Allotment Garden 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.

Use and Cultivation

7. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables, herbs and flowers for use and consumption by the tenant and his/her family.
8. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables, herbs and flowers in the Allotment Garden. In the event of the tenant being a Community Group, Local Charity or Local Society the produce may be used to raise funds for such a not for profit organisation.

9. The tenant acknowledges that they occupy and tend the Allotment Garden entirely at their own risk and that BTC is not responsible for any damage to the Allotment Garden and/or damage to or theft of or loss of any of the Tenant's property and/or injury or death of the Tenant or any other person whilst on the Allotment Garden.
10. During the tenancy, the tenant shall:
 - a) cultivate at least 75% of the Allotment Garden and keep the whole plot in a good state of fertility and cultivation and keep it clean from weeds;
 - b) not cause a nuisance, disturbance, injury, damage or annoyance to the owners or occupiers of land adjoining the Allotment Garden or any other person;
 - c) gain written consent from BTC to keep a reasonable number of hens or rabbits on the Allotment Garden. Consent will only be given provided that the livestock is not prejudicial to human health or animal welfare or a nuisance to surrounding plot holders or residents and that it shall not be kept for a business or a trade. Minimum standards for keeping hens and rabbits on Allotments with regards to housing, food, water, animal husbandry, health and welfare must be met;
 - d) keep no other livestock including bees on the Allotment Garden. Consideration will be given to the request for bees, subject to compliance of Brixham Town Council's Bee Policy and subject to Brixham Town Council's discretion. Any beekeeper found not to be following the policy will be told to remove them with immediate effect;
 - e) the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission. BTC will not unreasonably withhold its consent in the case of a small garden shed but will withhold its consent in the case of all buildings or structures of a permanent nature. BTC can order the removal of any structure that has not been approved or is not well maintained;
 - f) understand that the Council reserves the right to ask for the removal of any inappropriate enclosure/fencing structures;
 - g) understand that dogs will only be permitted if kept on a lead and under the control of the Tenant. Dog mess deposited in the Gardens has to be removed immediately;
 - h) not use or erect any barbed, razor wire or electric fence on the Allotment Garden;
 - i) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - j) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - k) not plant any tree, shrub, hedge or bush (excluding fruit) without first obtaining the Council's written permission;
 - l) not cut, lop or fell any tree growing on the Allotment Garden boundaries without first obtaining the Council's written consent and if appropriate planning permission;
 - m) not light any bonfire or incinerator on the Allotment Garden on any day within the period 1st May to 31st August in any year and the lighting of bonfires, which is permitted during the period 1st September to 30th April in any year, shall be controlled at all times so as not to cause any nuisance or inconvenience to other allotment holders or nearby local residents, in particular having regard to wind direction, the proximity of houses and the presence of any laundry on washing lines in the gardens of neighbouring houses. Bonfires and Incinerators must not be left unattended;

- n) not to deposit any refuse or other matter except manure or compost in such quantities as may be reasonable required for the use in cultivation, or place any matter whatsoever in the hedges or ditched of the Allotment Gardens;
 - o) not store any flammable liquid whatsoever on the Allotment Garden.
11. The tenant is to use their best endeavours to garden organically and encourage biodiversity. On those sites designated as Organic, such practices are mandatory. The use of pesticides and insecticides must be kept to an absolute minimum and tenants must ensure that they are not left unattended at any time.
 12. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended 1997).
 13. If using such pesticides and insecticides, the tenant must take all reasonable care to ensure that wildlife and adjoining plots, hedges, trees and crops are not adversely affected.
 14. The tenant shall not dig into or encroach upon any paths that do not form part of the Allotment Garden itself, i.e. the paths between the allotments or boundary hedges and walls; all paths must be a minimum of 2 feet (0.66 metres) in width.
 15. The tenant must respect all wildlife that inhabits the Allotment Gardens and not harm any species in any manner that is in violation of the Wildlife & Countryside Act 1981.
 16. The tenant shall practice water conservation techniques including utilizing covered water butts attached to sheds and greenhouses and consider mulching as a water conservation practice. Hoses must not be attached to water troughs or grey water tanks provided on allotment sites. Small ponds and wells are permitted for the purpose of attracting wildlife.
 17. No electrical extension leads are permitted to avoid trailing of cables or ropes across pathways causing a trip hazard.
 18. The tenant shall refer to BTC any case of dispute between the Tenant and another or other occupiers of an Allotment Garden and the decision of BTC shall be final.
 19. BTC must be informed immediately of any changes to the Tenant's name address or contact telephone number.
 20. If the tenant is to be away or unable to tend the Allotment Garden for any period in excess of four (4) consecutive weeks at any time, BTC must be informed.

Enforcement of Tenancy

21. For the purposes of management and maintenance an officer of BTC can at anytime enter the Allotment Garden to carry out plot inspections.
22. If this tenancy is breached the 28 Day Notice to Quit Enforcement Process is started, 'Enforcement 1' is sent to the tenant through the post. This notice requires the tenant to contact BTC to state their intention to continue with the plot and then remedy their breach of the tenancy within 14 days. BTC 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 BTC to discuss any extenuating circumstances, BTC 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 BTC to discuss any extenuating circumstances, BTC will automatically terminate the tenancy.

23. The 28 Day Notice to Quite Enforcement Process can be stopped at anytime providing the breach of tenancy is remedied.

Termination of the Tenancy

24. The tenancy of the Allotment Garden plot shall automatically cease in any one of the following circumstances:

- a) On the death of a tenant.
- b) On the rent or any part of it being in arrears for more than 30 days.
- c) If the tenant has not responded to BTC or remedied their breach of tenancy during the 28 Day Notice to Quit Enforcement Process.

25. On the death of a tenant their next of kin shall be allowed to continue this tenancy either temporarily for the purpose of harvesting crops or, if requested by such next of kin, BTC will grant to such next of kin a new tenancy of the Allotment Garden.

26. 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 (garden tools, shed, greenhouse etc. unless otherwise agreed by the council) and any crops from the plot and return the key to BTC.

27. The tenant must be available to meet the council for one final inspection if required.

28. Only when BTC is satisfied that the plot has been left tidy, free from excessive weeds and general waste will BTC terminate the agreement.

29. 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 BTC will do the necessary work and reclaim the costs incurred from the tenant.

30. BTC will not provide reimbursement for crops that remain on the plot after the tenancy has ended, or for any improvements made to the plot.

31. The tenancy of the Allotment Garden shall terminate on BTC 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.

Tenancy review and amendments

32. BTC reserves the right to change the terms and conditions and will give a month's notice in writing of its intention to do so.

The tenant hereby agrees to the above tenancy agreement

Signed by

.....
The tenant

and

.....
Authorised Officer
For and on behalf of Brixham Town Council

The following statement is an addition in the Wall Park site:

No cars are permitted during match days at Brixham AFC between one hour before and one hour after the match. Match fixture dates are attached to this agreement. These dates are subject to change and it is the responsibility of the tenant to check the fixtures prior to taking a car to the allotment.

**Appendix Two
Sample Risk Assessment.**

This risk assessment is for Wall Park. Different risk assessments have been set up for each of the other sites.

SITE: WALL PARK

What are the hazards?	What is the current situation?	Do you need to do anything else to manage this risk?	Likelihood x Severity	Action
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ENTERING AND EXITING THE SITE

<p>Potential accident when entering and exiting the allotment site</p>	<p>Vehicles and pedestrian use one entrance. Everyone aware there is one entrance, people take care on entering and exiting either when walking or driving. There is a low volume of traffic</p> <p>Gate is currently open – which provides easy access.</p> <p>Entrance kept clear. Ensure brambles are kept back</p>	<p>Maintain area and monitor.</p> <p>Hedges to be kept clear</p>	<p>1 x 3 = 4</p>	
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<p>Accident with young children</p>	<p>It is the responsibility of the plot holder to supervise their children</p>		<p>1 x 3 = 4</p>	
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Accident with animals	It is the responsibility of the plot holder to supervise their dogs. All dogs must remain on leads.		1 x 1 = 2	
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TRIPS AND FALLS

Paths not kept in good condition or littered with objects	Plot holders responsible for cutting and maintaining of paths surrounding and leading to their plot. Be aware of holes / damaged caused by wildlife.	Everyone to be aware and report to Council any dangerous areas that need attention.	2 x 2 = 4	Review issues caused by plots digging down lower than neighbouring plot.
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MACHINERY

Injury from operating machinery	It is the responsibility of the plot holder/council employee to ensure their equipment is maintained and used safely (including wearing appropriate PPE) in accordance with operators instructions.		1 x 2 = 3	
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Strimmers and similar machines could cause stones or other flying objects onto adjacent plots	Machines to be used with care			
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Injury from operating or getting injured on damaged equipment, caused by burglary or vandals.	Plot holders can erect sheds and lock with padlocks. Subject to details states in allotment agreement.		1 x 1 = 2	
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HAZARDOUS SUBSTANCES

Poisoning from: Swallowing seeds, berries, inhaling pathogens from compost heaps and manure being in contact with weedkillers and pesticides	Plot holders and Council employees should have sufficient knowledge to avoid these fruits and to take care around compost heaps	Monitor compost heaps and poisonous berries during inspections	1 x 2 = 3	
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Hazardous substances found on site ie Asbestos	Allotment inspected by Council regularly. No hazardous substances permitted on allotment site.	If found to be reported to BTC who will organise disposal.	1 x 1 = 2	BTC to charge plotholder for removal
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Leakage of Flammable fuel causing bodily harm by causing a fire or inhaling or swallowing	No flammable fuel permitted to be stored on allotment site. Risk to user if chemicals are not used in accordance with the manufacturer's instructions.			
Storage of Fertilisers	If chemicals are held on a Plot holder's plot they should be stored securely in a non flammable containers. Storage conforms to Fertilisers Regulations 1992 and Agricultural Industries codes of practice.		1 x 3 = 3	

PESTS / DISEASES

Catching diseases – Badgers can carry diseases ie. TB	Be aware that Badgers live close to the site and are often found to roam the site at night	Do not approach Badgers. Small knee high fencing can be erected around the each plot to deter badgers	1 x 3 = 3	
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Being stung from wasps / hornets	Currently there are no nests on site.	Everyone to be vigilant and to advise BTC if a nest is discovered		
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Legionella from stored water	No water is stored at the temperature that would promote this bacteria. There is no drinking water on site.		1 x 3 = 3	
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ILLEGAL ACTIVITY

Raves, theft, trespassing, growing / usage of illegal crops or any other inappropriate or legal activity	No issues on site	Any issues should be dealt with immediately. Plot holders should contact the Policy and inform BTC of the crime number. If there is any involvement from allotment plot holders, notice on plot will be given.	1 x 3 = 3	
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STRUCTURES / BOUNDARIES

Danger of structures (ie Sheds) falling and injuring someone	Check base, roof, doors, windows, walls are safe.	BTC will inspect plots and contact plot holder should their shed require attention.	1 x 2 = 2	
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Breakage of greenhouse glass causing cuts and grazes	Broken glass to be removed from site and disposed of responsibly	BTC will inspect plots and contact plot holder should their greenhouse require attention.	1 x 2 = 2	
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Boundary fencing / hedge to entire site	All fencing / hedges checked at least annually by BTC to ensure it is in good condition	Any problems reported to the Council will be dealt with in a timely manner	1 x 1 = 2	
Individual plot boundary	All fencing to be kept in reasonable condition, not overhanging on paths			

BONFIRES

Inherent danger in a bonfire spreading if left unattended causing damage to other plots People receiving burns	It is the responsibility of the plot holder to conform to rules regarding bonfires and to be vigilant at all times	Monitor any issues	1 x 3 = 3	
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		Potential severity of harm		
		Slightly Harmful 1	Harmful 2	Extremely Harmful 3
Likelihood of harm occurring	Highly unlikely 1	Trivial 1	Tolerable 2	Moderate 3
	Unlikely 2	Tolerable 2	Moderate 4	Substantial 6
	Likely 3	Moderate 3	Substantial 6	Intolerable 9