

## Brixham Town Council

<b>Report No:</b>	22-2020		
<b>Report Type:</b>	Public		
<b>Title:</b>	Allotment agreements & rent review		
<b>To:</b>	Full Council	<b>Date:</b>	30.07.20
<b>Contact Officer:</b>	Deputy Town Clerk	Linda McGuirk	
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### Purpose of Report

To inform Councillors of the current rates charged for allotments in Brixham, to enable a rental rate review for the period 2020/21 and for new rates to be set.

### Background

The provision of allotments is a service provided by the Town Council since May 2008. The allotment tenancy runs from 1<sup>st</sup> October to 30<sup>th</sup> September with renewals issued on 1st September.

Historically the rate for Penn Lane was set higher than all the other sites, it is not known why. Price increases have not been implemented at Penn Lane, while the other sites are brought into line. It is envisaged that all plots will be on the same rates level by 2021/22 based on a suggested 4 pence annual increase in 2020/21 and 2021/22.

### Allotment Gardens and rates in 2019/20

Mount Pleasant	2 plots	Water supply	0.25 per m2
Wall Park	36 plots	Water supply	0.25 per m2
Drew Street	11 plots	Water supply	0.25 per m2
Dixon's Land	76 plots	Water supply	0.25 per m2
Penn Lane	14 plots	Water supply	0.33 per m2

### Suggested rates for 2020/21

A suggested increase of 4p per m2

Mount Pleasant	2 plots	Water supply	0.29 per m2
Wall Park	36 plots	Water supply	0.29 per m2
Drew Street	11 plots	Water supply	0.29 per m2
Dixon's Land	76 plots	Water supply	0.29 per m2
Penn Lane	14 plots	Water supply	0.33 per m2

### Finance

<b>Predicted income 2019/20</b>	<b>Actual income 2019/20</b>	<b>Expenditure 2019/20</b>	<b>Predicted income 2020/21</b>
£4,394.80	£6,951.56	£5,966.97	£5,937.31

## Allotment Rent

### Drew Street

Plot	M2	Rent 2019/20	Rent 2020/21
1	254.04	£63.51	£73.67
02	164.8	£41.20	£47.79
03	63.48	£15.87	£18.40
03A	105	£26.25	£30.45
04	116.16	£29.04	£33.68
04A	180.18	£45.05	£52.25
05	283.155	£70.79	£82.11
06	237.36	£59.34	£68.83
07A	91.2	£22.80	£26.44
07A1	37.53	£9.38	£10.88
07B	99.84	£24.96	£28.95
		<b>£408.19</b>	<b>£473.45</b>

Comparison cost from 2018/19 £342.88

### Dixons

Plot	M2	Rent 2019/20	Rent 2020/21
01	189.63	£47.41	£54.99
02	162.8	£40.70	£47.21
03	153.55	£38.39	£44.52
04	173.9	£43.48	£50.43
05	153.33	£38.33	£44.46
06	96.75	£24.19	£28.05
06A	96.75	£24.19	£28.05
07	92.4	£23.10	£26.79
07A	88.2	£22.05	£25.57
08	134.52	£33.63	£39.01
09	118	£29.50	£34.22
10	127.02	£31.76	£36.83
11	142.8	£35.70	£41.41
12	181.3	£45.33	£52.57
13	162.35	£40.59	£47.08
14	133	£33.25	£38.57
15	180.8	£45.20	£52.72
16	160.05	£40.01	£46.41
17	220	£55.00	£63.80
18	140.94	£35.24	£40.87
18B	151.46	£37.87	£43.92
19	98.8	£24.70	£28.65
20	96.85	£24.21	£28.08

21	162.75	£40.69	£47.19
22	109.27	£27.32	£31.68
22A	109.27	£27.32	£31.68
23	265.92	£66.48	£77.11
24	174.5	£43.63	£50.60
25	57.9	£14.48	£16.79
26	109.8	£27.45	£31.84
27	121.5	£30.38	£35.23
28	121.74	£30.43	£35.30
29	232	£58.00	£67.28
30	154.5	£38.63	£44.80
31	110	£27.50	£31.90
32	200.1	£50.03	£58.02
33	100.06	£25.02	£29.01
34	122.5	£30.63	£35.52
35	116	£29.00	£33.64
35A	50	£12.50	£14.50
36	226.2	£56.55	£65.59
37	81.48	£20.37	£23.62
38	87.3	£21.83	£25.31
39	108.65	£27.16	£31.50
40	202.4	£50.60	£58.69
41	65	£16.25	£18.85
42	130	£32.50	£37.70
42A	138.37	£34.59	£40.12
42B	100	£25.00	£29.00
43	265.48	£66.37	£76.98
44A	62.22	£15.56	£18.04
44B	58.88	£14.72	£17.07
45	135.3	£33.83	£39.23
46	235.75	£58.94	£68.36
47A	114.25	£28.56	£33.13
47B	121.5	£30.38	£35.23
48	160.95	£40.24	£46.67
49	180	£45.00	£52.20
50	81.62	£20.41	£23.66
51	67.6	£16.90	£19.60
52	63.94	£15.99	£18.50
53	155.19	£38.80	£45.00
53A	48.16	£12.04	£13.96
54	105.84	£26.46	£30.69
55	112.5	£28.13	£32.62
56	108.75	£27.19	£31.53
57	113.4	£28.35	£32.88
58	168	£42.00	£48.75
59	127.5	£31.88	£36.97

60	117.3	£29.33	£34.01
61	85.47	£21.37	£24.78
61	134.34	£33.59	£38.95
62	170.9	£42.73	£49.56
63	155.82	£38.96	£45.18
64	161.95	£40.49	£46.96
65	121.42	£29.73	£35.21
		<b>£2,536.12</b>	<b>£2,942.40</b>

Comparison cost from 2018/19 £2,130.26

### Mount Pleasant

Plot	M2	Rent 2019/20	Rent 2020/21
01	181	£45.25	£52.49
02	164	£41.00	£47.56
		<b>£86.25</b>	<b>£100.05</b>

Comparison cost from 2018/19 £72.45

### Wall Park

Plot	M2	Rent 2019/20	Rent 2020/21
01	169.2	£42.30	£49.06
02	234	£58.50	£67.86
03	235.8	£58.95	£68.38
04A	135	£33.75	£39.15
04B	171	£42.75	£49.59
05	237	£59.25	£68.73
06A	136.28	£34.07	£39.52
06B	136.28	£34.07	£39.52
07	257.4	£64.35	£74.64
08A	135.1	£33.78	£39.17
08B	142.1	£35.53	£41.20
09	273	£68.25	£79.18
10	310.8	£77.70	£90.13
11A	121.98	£30.50	£35.37
11B	162.64	£40.66	£47.16
12	332	£83.00	£96.28
13	289.1	£72.28	£84.01
14A	136.4	£34.10	£39.55
14B	123.23	£30.81	£35.73
15A	107.81	£26.95	£31.26
15B	149.63	£37.41	£43.39
16A	185.73	£46.43	£53.86
16B	135.66	£33.92	£39.34
17	186.96	£46.74	£54.21
18A	122.55	£30.64	£35.53
18B	111.15	£27.79	£32.23

19A	113.52	£28.38	£32.92
19B	133.76	£33.44	£38.79
20	118.44	£29.61	£34.34
20A	118.5	£29.63	£34.36
21	272.31	£68.08	£78.96
22	172.2	£43.05	£49.93
22A	172.2	£43.05	£49.93
23A	134.4	£33.60	£38.97
23B	117.25	£29.31	£34.00
24A	120	£30.00	£34.80
24B	132	£33.00	£38.28
25	285.6	£71.40	£82.82
26A	148.16	£37.04	£42.96
26B	148.16	£37.04	£42.96
27	174.73	£43.68	£50.67
		<b>£1,774.79</b>	<b>£2,058.74</b>

Comparison cost from 2018/19 £1,486.45

#### **Penn Lane**

<b>Plot</b>	<b>M2</b>	<b>Rent 2019/20</b>	<b>Rent 2020/21</b>
02	90	£29.25	£29.25
03	63.5	£20.64	£20.64
03A	63.5	£20.64	£20.64
03A	63.5	£20.64	£20.64
04	84	£27.30	£27.30
05	104	£33.80	£33.80
06	103	£33.48	£33.48
07	57.5	£18.69	£18.69
08	50.6	£16.45	£16.45
09	50.6	£16.45	£16.45
10	50.6	£16.45	£16.45
11	63	£20.48	£20.48
12	100	£32.50	£32.50
13	96	£31.20	£31.20
14	76	£24.70	£24.70
		<b>£362.67</b>	<b>£362.67</b>

Comparison cost from 2018/19 £362.67

#### **Risk Assessment**

An allotment risk assessment is attached in Annex One.

A Tree Risk Assessment was carried out on the 15<sup>th</sup> March 2018. The next Tree Assessment is due in March 2023.

## **Allotment Management**

Allotments provide a valuable green space that gives people the opportunity to grow their own food, eat healthily, reduce their carbon footprint and improve their health and wellbeing. The Town Council is striving to encourage more environmentally friendly practices across our allotment gardens. By continuing to evolve the way we manage our sites and the expectation of our tenants we can create environmentally safe areas within the town. It is understood that some changes will cause concern with existing tenants i.e. prohibiting bonfires/ incinerators as well as pesticides is expected to raise objections.

In recent years the Town Council has successfully prohibited the use of:

- carpets and lino as weed suppressant (due to chemical seepage)
- uPVC and DIY structures (to reduce the amount of household/ building items brought onto sites which are costly to remove).
- Constructed and installed notice boards at Dixons, Wall Park and Penn Lane allotments.

The Town Council should continue to make difficult choices for the benefit of the environment.

## **Bonfires/ incinerators**

The management of bonfires on allotment sites is a contentious matter which needs careful consideration. Some Councils are now banning bonfires/ incinerators on their allotments completely. Many Councils have strict periods when burning is permitted.

Currently the Town Council permits fires between 1<sup>st</sup> September and 30<sup>th</sup> April annually. However, we continue to receive complaints from residents living near to the allotments about smoke pollution and antisocial behaviour. During March and April, we received a record number of complaints about fires on the allotments, and even had to go and extinguish an unattended fire at Wall Park. This was due to people being in their homes during the lockdown period, a long period of sunny weather and allotment holders taking advantage of their additional time to work on their plots. Every year we receive complaints from residents living near to the allotments who are affected by the smoke.

It is suggested that fires and incinerators are banned across all sites. Is there a need to burn anything on the allotments these days? All green waste should be composted or removed from site for recycling and all other materials i.e. wood, old sheds etc that need disposing of should also be removed from site for recycling. Preventing people from burning their waste will increase the need for scheduled waste clearances from all sites to facilitate those who are unable to remove waste or have difficult access from their plot.

The alternative to a complete ban is to further reduce the permitted period that fires/ incinerators are allowed i.e. reduce from 1<sup>st</sup> September and 30<sup>th</sup> April to 1<sup>st</sup> November until the end of February and avoid weekends and bank holidays.

Research has been carried out into what other Councils are doing:

- Sherborne Town Council banned bonfires and incinerators across all sites in April 2018.
- Burnham on Sea and Highbridge Town Council have banned bonfires.

- Otley Town Council has introduced a temporary ban linked to COVID-19 and air quality.

## **Pesticides**

At the Full Council meeting held on the 25<sup>th</sup> June it was resolved to start the process of phasing out the use of pesticides on all Town Council owned or managed assets by 2022.

It is suggested that pesticides are prohibited on all sites from the 1<sup>st</sup> October 2020.

## **General**

Inspections and general maintenance are carried out by the Town Lengthsmen. They are scheduled to visit all allotment sites on a regular basis which has proven to be a positive step forward with maintenance and management of all sites and has created a friendly professional presence on the allotments. During 2019/20 the Lengthsman has:

- replaced the plot number stakes across all sites.
- Installed a water supply and trough at Mount Pleasant allotment gardens.
- Cut the hedges bordering Alma Road at Dixons Land allotment Gardens.
- Cleared and removed a large quantity of glass, fishing net, scaffold poles and carpet from Wall Park allotment gardens.
- Removed unsafe structures (dilapidated DIY greenhouses etc)

During 2019/20 any plots relinquished at Wall Park have been halved, many people struggled to maintain them due to their size.

Every site is cleared once it becomes available prior to a new allotment holder taking it on. This means that all new allotment holders are charged a £50 refundable deposit. The deposit will only be refunded to those that leave their plot in good order at the end of the tenancy.

Where possible, vacant plot clearances will be carried out by the Lengthsman rather than employing a contractor.

## **Allotment Tenancy Agreement**

Please see annex two for the full agreement, suggested changes are listed in the recommendations on pages 8 and 9 of this report.

Wall Park allotments has an additional clause under Alienation as follows:

No vehicles are permitted during match days at Brixham AFC between one hour before and one hour after the match. Match fixture dates are available at <http://www.swpleague.co.uk/fixtures-by-team-test/>. 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.

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. We continue to receive complaints about vehicles driving to their plots and the damage is visible.

## Recommendations

1. In the past the Town Council were keen to increase the cost of the allotments to ensure that all sites were on the same level. It is therefore recommended that 0.25 per m<sup>2</sup> is increased to 0.29 per m<sup>2</sup> with Penn Lane remaining at 0.33 per m<sup>2</sup>.

(Repeating 4 pence increase in 2021/22 will resolve the difference in rates across the sites.)

2. It is recommended that the following changes are made to the allotment agreement:

## Clause amendments.

- 10 (b) BTC encourages the tenants to consider the materials used on plots to ensure they are environmentally friendly (reducing the use of plastic), in particular plastic lined carpets and lino are not permitted. **The use of uPVC and other plastic framed double glazing is not permitted to be brought onto the allotment's sites. Tenants will be charged any fees associated with the cost of removal.**
- 10 (c) not cause a nuisance, disturbance, injury, damage or annoyance to the owners or occupiers of land adjoining the Allotment Garden or any other person; **You must not use any abusive or threatening behaviour on site, be it physical or verbal**
- 10 (d) 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;
- 10 (f) 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 **or greenhouse** 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. All greenhouse, **sheds** or cold frames 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. The glass must be removed from the allotment site and disposed of in a responsible manner.
- 10 (g) understand that the Council reserves the right to ask for the removal of any inappropriate enclosure/fencing **or** structures;
- 10 (n) ~~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;~~

Replace the above with:

**(n) Fires and or incinerators are not permitted on the allotment's sites.**

**10 (o)** ~~not to deposit any refuse or other matter except manure or compost in such quantities as may be reasonably required for the use in cultivation, or place any matter whatsoever in the hedges~~ **no man's land** ~~or ditches of the Allotment Gardens;~~

**11** ~~The tenant is to use their best endeavours to garden organically and encourage biodiversity. On those sites designated at 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.~~

Replace the above with:

**11.** **The tenant is to use their best endeavours to garden organically and encourage biodiversity. The use of pesticides is prohibited across all allotment sites.**

Remove:

**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.~~ **Plots where paths have been reduced or removed will be requested to reinstate pathways.**

**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.~~

**Annex One  
Risk Assessment**

This risk assessment is for Wall Park. Different risk assessments have been set up for each of the other sites. The risk assessment will need amending if it is agreed to make the suggested changes to the tenancy agreement (outlined in the recommendations on pages 8 & 9).

**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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<b>ENTERING AND EXITING THE SITE</b>
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Potential accident when entering and exiting the allotment site	<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>	1 x 3 = 4	
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Accident with young children	It is the responsibility of the plot holder to supervise their children		$1 \times 3 = 4$	
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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.		$1 \times 1 = 2$	
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TRIPS AND FALLS
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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.	$2 \times 2 = 4$	Review issues caused by plots digging down lower than neighbouring plot.
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MACHINERY
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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 operating instructions.		$1 \times 2 = 3$	
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Strimmer's 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 stated in allotment agreement.		1 x 1 = 2	
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<b>HAZARDOUS SUBSTANCES</b>
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Poisoning from: Swallowing seeds, berries, inhaling pathogens from compost heaps and manure  being in contact with weed killers 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 plot holder 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	

<b>PESTS / DISEASES</b>
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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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<b>ILLEGAL ACTIVITY</b>
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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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<b>STRUCTURES / BOUNDARIES</b>
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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

## **Annex Two (Current Agreement)**

[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] 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 2019 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 [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) BTC encourages the tenants to consider the materials used on plots to ensure they are environmentally friendly (reducing the use of plastic), in particular plastic lined carpets and lino.
- c) not cause a nuisance, disturbance, injury, damage or annoyance to the owners or occupiers of land adjoining the Allotment Garden or any other person;
- d) 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;
- e) 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;
- f) 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. All greenhouse or cold frames 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. The glass must be removed from the allotment site and disposed of in a responsible manner.
- g) understand that the Council reserves the right to ask for the removal of any inappropriate enclosure/fencing structures;
- h) 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 must be removed immediately;
- i) not use or erect any barbed, razor wire or electric fence on the Allotment Garden;
- j) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- k) trim and keep in decent order all hedges forming part of the Allotment Garden;
- l) not plant any tree, shrub, hedge or bush (excluding fruit) without first obtaining the Council's written permission;
- m) 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;

n) 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;

o) 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 ditches of the Allotment Gardens;

p) 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 any time enter the Allotment Garden to carry out plot inspections.

22. 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.

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

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.

If the tenant has a larger plot, a request to halve the plot should be submitted in writing to BTC. Smaller plot sizes are 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.

#### 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