

# AGENDA ITEM 5

Atc Sub Cttee 10/7/14

MINUTES of the MEETING of the ALLOTMENTS AND CEMETERIES SUB-COMMITTEE held at THE SWANSCOMBE CENTRE, CRAYLANDS LANE, SWANSCOMBE on MONDAY, 1<sup>ST</sup> AUGUST 2005 at 11.00 AM

PRESENT: Councillor B E Read (Chair)  
Councillor L J Bobby  
Councillor M J Munn  
Councillor P J Scanlan

IN ATTENDANCE: Mr Keith Saxby, Chairman, S&G Allotment & Garden Association  
Mrs Maureen Kemp, Secretary, S&G Allotment & Garden Association

170 APOLOGIES FOR ABSENCE

Apologies for absence were received and accepted from Councillors' J Hayes and S Johnston.

180 SUSTITUTES

There were none.

181 DECLARATIONS OF INTEREST

Councillor Bobby declared a non-pecuniary interest as an allotment holder.

182 ITEM'S AS DEEMED URGENT

There were none.

183 MINUTES OF THE MEETING HELD ON 21<sup>ST</sup> JULY 2005

The Minutes were signed and approved as true record.

184 ALLOTMENTS - GENERAL

Councillor Read advised the Members present from the Swanscombe and Greenhithe Allotment Association that the Council was concerned about the allocation of allotment plots and that the arrangement needed to be formalised. The Chairman of the Allotment Association provided Members with an agreement between the Town Council and the Allotment Association. Members did not recall seeing the document previously which was deemed to have been several years old and the Town Clerk confirmed that she did not had not been able to trace a copy of this document in the files. After discussions,

## RECOMMENDED

A new allotment agreement needed to be drawn up between the Town Council and the Allotment Association. The paperwork that had been provided by the Chairman of the Allotment Association would be used as a basis, which would include the following points.

- The Town Council in conjunction with the Allotment Association would be responsible for the allocation of plots.
- The Allotment Association would advise the Town Council of any plots that were not being worked for the Town Council to chase. Members requested that the Town Clerk be mindful when sending letters about unworked sites as personal circumstances may have prevented them from being able to work the site.
- That because of the Data Protection Act, the tenancy agreement should be changed allowing allotment holders to agree to their personal information being shared with the Allotment Association.

The Town Clerk was to amend the allotment agreement and send it to Sub-Committee Members for comment and approval. Once approval had been received the new agreement would be sent to the Allotment Association for comment. The final agreement and tenancy agreement would be submitted to the Recreation, Leisure and Amenities Committee scheduled for 8 September 2005 for endorsement.

The Town Council's administration of allotments needed to be improved, particularly in regard to chasing allotment holders for late payment.

The Secretary of the Allotment Association asked whether plots 24 and 25 of the New Burial Ground could be relet as the previous plot holder as had passed away.

#### RECOMMENDED

That the Allotment Association be allowed to relet the plot.

#### 185 ALLOTMENT – REAR OF LEWIS ROAD

Councillor Read advised Members of the history of the Lewis Road site and why the Council used it as allotments. Councillor Read also confirmed that it may not be the Council's wish to continue using it as an allotment plot in future years. Councillor Read explained the Town Council's reasons for the decision it took with regard to the site and the allotment holder that had requested the use of the site via the Association. The Allotment Association understood the Council's decision and were advised that the Town Clerk would be writing to the allotment holder offering him the plot on the Lewis Road side of the site. Upon confirmation of his acceptance of this proposal, the Town Clerk would write to the other person that applied for a plot directly to the Council offering the plot on the Milton Street side of the site.

#### 186 CASTLEFIELDS ALLOTMENTS

The Secretary of the Allotment Association asked for an update on the offer of assistance in helping plot holders move from Castlefields Allotments to other sites. The Clerk confirmed that she would chase up Land Securities. The Secretary of the Allotment Association advised that assistance was needed with rubbish clearance on Keary Road.

There being no further business, the Meeting closed at 12.30 pm.

# AGENDA ITEM

AtC Sub Cttee

10/7/14

6

As members are aware the sub-committee have not met for some time. The Town Clerk has identified a risk to the council regarding the administration of the allotments should the current arrangements cease and members are asked to review both the current arrangements and how they wish to proceed with the administration of the allotments.

At the moment the Allotment Association undertake the following tasks:-

Monitor the sites for unused plots  
Show applicants available plots

Should the current arrangements cease, for whatever reason, then it would be extremely difficult to administer the allotments due to the limited resources available to the council. With this in mind members are asked to give serious consideration as to what steps/plans they would like to have in place should this occur.

The Secretary of the Allotment Association informed the Town Clerk (27 May 2014) that there were currently only 5 plot holders that were members of the Allotment Association and that the Allotment Association Committee currently consisted of

Chairman – Mr W Kemp  
Secretary – Mrs M Kemp

NB:

The Town Council manages the following allotment sites;

Keary Road	41 plots
New Burial Ground	37 plots
Craylands Land	8 plots
Lewis Road	2 plots
Total:	88 plots

**Recommended:** To discuss and advise accordingly.

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10 OCT 2005

**AGREEMENT BETWEEN SWANSCOMBE AND GREENHITHE TOWN COUNCIL AND THE SWANSCOMBE AND GREENHITHE ALLOTMENT AND GARDENS ASSOCIATION**

It is agreed that, the Swanscombe and Greenhithe Town Council as one party, and the Swanscombe and Greenhithe Allotment and Gardens Association as the other, hereafter called the Council and/or the Association, will undertake to assist the Council with the management of the Council's Allotments

This in no way takes away the rights of the Council as landlord, owners or lessees of the land, nor would the Association be liable for claims of damages, or losses of any kind. The final say in any decision would rest with the Council.

The Council would be expected to give plot holders a written deed of tenure.

Prospective plot holders would be expected to apply to the Council for a plot. Applicants that apply to the Association for a plot will be directed to the Council. Allocation of plots to be agreed in conjunction with the Association upon due consideration of waiting lists

The Council will advise the Association of any vacated plots, or if the site is due for other development.

The Association would have the right to measure and stake out plots in conjunction with the Town Council and have the authority to ask plot holders to tidy their plots so as not to annoy neighbouring plot holders. The Association to advise the Council of any unworked plots. The Council will write to plot holders in this regard.

The Council to determine rents payable. Rents to become payable at 1<sup>st</sup> April each year. The Council to write to plot holders with regard to late payment.

The Association will hear local complaints and if possible deal with them. If complaints could not be dealt with they would be passed to the Council's appropriate Sub-Committee.

All help given by the Association would be on a voluntary basis.

The Association will not accept payments on the Council's behalf.

This Agreement can be rescinded by either party by given one month's notice in writing.

Signed: K JP. [Redacted] Date: 7<sup>th</sup> October 2005  
Chairman  
Swanscombe & Greenhithe Allotment and Gardens Association

Signed: [Signature] Date: 10 November 2005  
Town Clerk  
Swanscombe & Greenhithe Town Council

**Certified Copy**

5 September 2005

Mr Keith Saxby  
Chairman  
Swanscombe & Greenhithe Allotment Association  
[REDACTED]  
Northfleet  
Kent DA11

Dear Mr Saxby

Further to our meeting on 1 August 2005, as agreed please find enclosed an updated agreement between the Allotment Association and the Town Council.

I would be grateful if you could provide comments on the new joint agreement. Please advise if it is acceptable to you in order for it to be put to the Council for formal agreement and endorsement at the earliest opportunity.

I also enclose for your information, a copy of the Minutes of that Meeting, along with a copy of the new Tenancy Agreement that will now be used.

I look forward to hearing from you in due course.

Yours sincerely

**Mrs Sara Stapleton**  
**Town Clerk**

Encs

cc Mrs M Kemp, Secretary – S&G Allotment Association

PLOT HOLDERS  
AGREEMENT



**SWANSCOMBE & GREENHITHE TOWN COUNCIL**

AN AGREEMENT made this .....day of ..... two thousand and  
..... BETWEEN the SWANSCOMBE & GREENHITHE TOWN COUNCIL  
(hereinafter called the Council) of the one part and (Name).....  
.....of (Address).....  
.....(Contact Telephone  
Number) ..... (E-Mail Address).....  
(hereinafter called the Tenant) of the other part whereby the Council agrees to let  
and the Tenant agrees to take on a yearly tenancy from the Allotment Gardens  
numbered .....situated at ..... provided  
by the Council and containing ..... Rods or thereabouts (subject to  
the exceptions and reservations contained in the Lease under which the Council  
holds the land) at a yearly rent of ..... payable YEARLY IN ADVANCE and  
at the proportionate rent for any part of the year over which the tenancy may extend.

The tenancy is subject to the following conditions: -

- a) The rent shall be paid in the month of April each year and agreed annually;
- b) The Tenant shall keep the Allotment Gardens clean and in good state of cultivation and fertility and in good condition;
- c) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens;
- d) The Tenant shall not underlet assign or part with the possession of the Allotment Gardens or any part thereof without the written consent of the Council.
- e) The Tenant shall not without the written consent of the Council cut or prune any timber or other trees or take, sell or carry away any mineral gravel, sand or clay;
- f) The Tenant shall keep every hedge and path that forms part of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintain and keep in repair any other fences and gates on the Allotment Gardens;

CERTIFIED COPY



**SWANSCOMBE & GREENHITHE TOWN COUNCIL**

- g) The Tenant shall not without the written consent of the Council erect any building on the Allotment Gardens;
- h) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Gardens;
- i) The Tenant shall, as regards to the Allotment Gardens, observe and perform all conditions and covenants contained in the Lease under which the council hold the land;
- j) Any Member or officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the Allotment Gardens.
- k) The Tenancy of the Allotment Gardens shall terminate on the HALF-YEARLY rent day next after the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates. It may also be terminated by the Council by re-entry after one month's notice: -
  - (1) If the rent is in arrears for not less than 40 days; or
  - (2) If the Tenant is not duly observing the conditions of his/her tenancy; or
  - (3) If he/she becomes bankrupt or compounds with his/her creditors.

The Tenancy may also be determined by the Council or the Tenant by three months notice in writing, expiring on or before the 31<sup>st</sup> March in each year.

- l) The Tenant shall on entry pay any compensation payable to the outgoing Tenant for crops or improvements.
- m) The rates in respect to the Allotment Gardens shall be paid by the Council.
- n) Waste or materials of any description are not to be stored on the site OR brought onto the site for burning. Bonfires not to be lit before 7pm AND not lit if prevailing wind causes smoke to be a nuisance to Residents. Please be aware that fire extinguishers or fire fighting equipment should be at hand when using/attending bonfires.
- o) The storage of liquefied petroleum gas (LPG), petrol or fuel oil is strictly prohibited on allotment sites.

Signed .....  
Town Clerk

Signed .....  
Tenant

Under the Data Protection Act the Town Council will provide your personal details to the Swanscombe and Greenhithe Allotment and Gardens Association. Please tick in the box if you do not wish your personal details to be provided to them.



BY HAND  
26 JUN 2014

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AGENDA ITEM 7  
At C Subject 10/4/14

Kevin [REDACTED]

[REDACTED] Milton Street

Swanscombe  
[REDACTED]

COPY

FILING SCANNED

26/6/14

To whom it may concern

I together with my son, Luke [REDACTED] currently tend plots 16 and 15 respectively at New Burial Ground.

As part of our plans for these plots we would like to home about 8 rescue chickens, these will help to reduce the number of slugs and snails as well as add much in the way of nutrients etc. to the compost bin and soil. These ex battery hens will enjoy some freedom in their retirement as well as provide a few eggs.

Also there is a colony of Honey bees in a small box in the bottom of plot 15 that during the warm weather on the afternoon of the 24<sup>th</sup> divided and the swarm has set up home in the top of a tree in the bottom of plot 16. As a certified Beekeeper I would like to unite the now 2 colonies into a hive and keep them on site.

I am aware that the allotments have had some angry bees in residence before and I also do not like to be stung so I will only keep friendly bees. If these bees are not housed, managed and treated for diseases they could become aggressive before they die out.

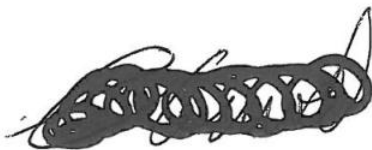
I know that there is 1 other colony of managed bee's on the allotments and as such do not wish to keep more than the 1 colony.

We intend to use the plots in a wildlife friendly way with a small pond area to aid the bio-diversity along with flowering shrubs added to the hawthorn etc. in the hedges to increase the insects and up through the food chain.

This coupled without the use of any chemicals we hope will produce a productive yet relaxing wildlife garden plot.

I therefore ask permission to keep a small number of rescued chickens and a colony of Honey Bee's on the site.

Thank you for your time and consideration in this matter.



Kevin Garrod

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- (j) take proper precautions when using sprays or fertilisers to minimise any adverse effects on the environment and comply at all times with current regulations.

### Special conditions

It is suggested that the following matters should also be considered for inclusion in allotments tenancies in particular instances:

- (k) a general prohibition on any "trade or business" being conducted on the allotment garden or on any part thereof. An allotment garden must, by definition,<sup>13</sup> be wholly or mainly cultivated for the production of vegetable or fruit crops for consumption by the tenant or his family, but if a particular allotment were used for trade or business purposes, it might then fall within the definition of an "agricultural holding", and the provisions of Part III of the Agricultural Holdings Act 1986, with relation to the determination of the tenancy (if granted prior to 1 September 1995), would apply thereto;<sup>14</sup> if granted on or after 1 September 1995 the tenancy might be a "farm business tenancy" and subject to the provisions of the Agricultural Tenancies Act 1995;
- (l) restrictions on the use of the plot for the keeping of animals. Even an allotment garden, provided it is occupied mainly for cultivation, may in part be used for keeping hens, rabbits, bees, pigs or other small animals,<sup>15</sup> and it will probably seem desirable to the council that such uses should be controlled, and the keeping of animals on the garden should be prohibited except with the prior consent of the council. Notwithstanding any such clause in the tenancy agreement, however, it is lawful<sup>16</sup> for any tenant to

<sup>13</sup> Act of 1922, s.22(1); see Chapter 2 above, p.10.

<sup>14</sup> See *Stevens v Sedgman* [1951] 2 All ER 33. The effect of this Part of the 1986 Act is that twelve months' notice to quit an agricultural holding must be given, and when the tenant receives a notice he may serve a counter-notice; the notice to quit will then not become operative until the consent of the Agricultural Land Tribunal has been obtained.

<sup>15</sup> But presumably not animals subject to the controls of the Dangerous Wild Animals Act 1976 or the Dangerous Dogs Act 1991.

<sup>16</sup> See 1950 Act, s.12.

keep, otherwise than by way of trade or business, hens (but not cockerels) or rabbits<sup>17</sup> in any place on the land, and to erect or place and maintain such buildings or structures on the land as are reasonably necessary for that purpose; but this provision does not authorise any hens or rabbits to be kept in such a place or in such a manner as to be prejudicial to health or a nuisance, or affect the operation of any enactment;<sup>18</sup>

(m) difficulties sometimes arise in connection with paths or balks between allotments. It may be desirable to provide in the agreement that each tenant shall be responsible for the path(s) adjoining his allotment to the middle of the path (or possibly the path on one or other side of his plot).

### Rubbish

Rubbish on an allotment should not be allowed to collect in such a manner as to cause a nuisance. In particular a bonfire must not be allowed to cause a nuisance.

Vegetable or other refuse from an allotment does not fall within the definition of "household waste" in s.75(5) of the Environmental Protection Act 1990,<sup>19</sup> and therefore the local collection authority are under no legal obligation to dispose of it at an allotment tenant's request, but there is no reason why they should not agree to take such waste on request at the expense of the tenant. Similar waste from a garden, forming part of a hereditament, the principal part of which is a private dwelling-house, probably *does* fall within the definition of household waste.

Old cars abandoned on an allotment may be removed by the

<sup>17</sup> Note that the statute does not apply to pigs.

<sup>18</sup> The section does not prevent the operation of the Building Regulations 1991 (as amended). Note that the section applies to all leases and tenancy agreements, not only to those relating to allotments, and the tenancies of council houses are therefore affected.

<sup>19</sup> Such an accumulation of rubbish need not be putrefying; it may still be prejudicial to health by reason of dangerous glass, etc. *Coventry Corporation v Cartwright* [1975] 2 All ER 99.