

MINUTES of the MEETING of the ALLOTMENTS & CEMETERIES SUB-COMMITTEE held at THE COUNCIL CHAMBERS, THE GROVE, SWANSCOMBE on THURSDAY 10 JULY 2014 at 11.00 AM

PRESENT: Councillor Mrs S P Butterfill (Vice-Chairman in the Chair)
Councillor Mrs C K Openshaw
Councillor Mrs I A Read (substituting for Councillor B E Read)
Councillor P J Scanlan

ALSO PRESENT: Graham Blew – Town Clerk

ABSENT: There were none.

87/14-15. APOLOGIES FOR ABSENCE.

Apologies for absence were received and accepted from Councillors' P M Harman (work commitments), J A Hayes (holiday) and B E Read (unwell).

Recommended: That the apologies for absence and reasons, as listed, be formally approved.

88/14-15. SUBSTITUTES.

Councillor Mrs I A read substituted for Councillor B E Read.

89/14-15. DECLARATIONS OF INTEREST IN ITEMS ON THE AGENDA.

There were none.

The Chairman gave the opportunity for the meeting to be adjourned at this point to accept questions from the public.

90/14-15. ITEMS DEEMED URGENT BY THE CHAIRMAN / MATTERS ARISING FROM PREVIOUS MINUTES AND THEIR POSITION ON THE AGENDA.

There were none.

91/14-15. TO CONFIRM AND SIGN THE MINUTES OF THE MEETING HELD ON 1 AUGUST 2005.

Recommended: That the Minutes of the Meeting held on 1 August 2005 be confirmed and signed as a true record.

92/14-15. ADMINISTRATION OF ALLOTMENTS – ALLOTMENT ASSOCIATION.

The Town Clerk detailed the issues encountered with the current administration of the allotments and members discussed the possible options available.

Members agreed that the first step to improving the administration of the allotments was to invite the Allotment Association Committee to attend a meeting to discuss the matter.

Recommended: That the Allotment Association Committee be invited to attend a meeting with the sub-committee to discuss the administration of the allotments.

93/14-15. **REQUEST TO KEEP BEES, CHICKENS AND HAVE A SMALL POND ON NEW BURIAL GROUND ALLOTMENT.**

Members were provided with the request. After discussion it was agreed to agree to the request to keep no more than 8 rescue chickens, a hive of bees and a small pond area. Members requested that a condition of agreeing to the small pond area would be that it was not to be any deeper than 5 inches and that the plot holder be responsible for ensuring it was safe and not any danger to humans or animals.

Recommended: That the request be agreed, as detailed above.

There being no further business to transact, the Meeting closed at 11.30 am.

Signed _____
Chairman Date

AGENDA ITEM 6

AtCSJb Clerk 18/19/14
Date (insert) 1 July 2014 doc

Mrs Maureen [REDACTED]
Secretary of the Allotment Association

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10 July 2014

Dear Maureen

The Allotment & Cemeteries Sub-Committee met today to discuss the administration of the allotments and would like to invite the Allotment Association Committee to meet with them at the Council Offices at a mutually convenient date.

With this in mind could you please let me have 3 dates that the Allotment Association Committee would be available for an 11am meeting and I will then seek members availability and make the necessary arrangements.

I very much look forward to your earliest response.

Yours sincerely

Graham Blew
Town Clerk

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10 JUL 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 1st 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 SP. [Signature] Date: 7th October 2005
Chairman
Swanscombe & Greenhithe Allotment and Gardens Association

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

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SWANSCOMBE & GREENHITHE TOWN COUNCIL

AN AGREEMENT made thisday 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
numberedsituated 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;

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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 31st 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.