



You are here by summoned to attend the Broadholes Lane Platinum Jubilee Garden Allotments meeting which will be held on Tuesday 1st July 2025 at 6.00pm at Lapley and Wheaton Aston Village Hall. The Committee, members of the public and the press may record/film/photograph or broadcast this meeting when the public and the press are not lawfully excluded. Any member of the public who attends a meeting and objects to being filmed should advise the Parish Council Manager (in advance) who will instruct that they are not included in the filming.

In order to comply with the Data Protection Act 2018, all persons attending this meeting are hereby notified that this meeting will be recorded by the Parish Council. The purpose of taping is that recordings act as an aide-memoire to assist the Parish Council Clerk in the compilation of minutes. The recording will be deleted once the minutes have been approved

Please ensure that all mobile phones are switched to silent during the Parish Council Committee meeting.

Public Forum

Democratic thirty-minute period/public discussion time: From 7.00pm residents are invited to give their views to the Parish Council on items on this agenda or raise issues for future consideration at the discretion of the Chairman. Members of the public may not take part in the Parish Council meeting itself. (standing order 3f) No member of the public may speak for more than five minutes (standing order 3g)

Please ensure that all mobile phones are switched to silent during the Parish Council meeting.

- | | |
|---|------------------|
| 1.Election of Chairman | -Decision |
| 2.Election of Vice-Chairman | -Decision |
| 3. Committee co-option | -Decision |
| 4.To consider apologies | |
| 5. To confirm the following for the coming year: | -Decision |
| • Terms of reference | |
| • Rule Book | |
| • Tenancy agreement | |
| 6.To consider forming an association | -decision |
| 7. Future meeting date | -decision |
| 8. Items for future | |

Each councillor and committee member may use this opportunity to raise items for future agendas. **Councillors are respectfully reminded that this is not an opportunity for debate or decision making.**

Amy Watson Parish Council Clerk
24.6.25

Crime and Disorder Implications - Section 17 of the Crime and Disorder Act 1998 places a duty on local authorities to consider the crime and disorder implications when exercising its functions with due regard to the likely effect of the exercise of those functions and to do all that is reasonably can to prevent crime and

disorder in its area. Where relevant any decisions made at the Parish Council meeting have taken this duty of Care into consideration.

Terms of Reference - Allotment Committee

The objective of the Committee is to assist the Parish Council in overseeing the proper management and maintenance of the allotment site. It needs to ensure that the terms of its Tenancy Agreement is up to date, as well as adhered to. This will include annual inspections, plot development and policy disputes as and when required.

Membership of the Committee

- Members of the committee will be appointed at the Annual Meeting of the Parish Council each year. Membership will be 6 members. This is subject to the proviso that the Chairman and Vice-Chairman of the Parish Council shall be *ex officio* members, plus 4 other Parish Council members. In addition, a maximum of 4 residents may join the committee.
- Any changes in membership of the committee after the Annual Meeting of the Parish Council shall be subject to approval at the next Full Council meeting.
- The quorum of the committee shall be half of its members or three whichever is the greater.

Chairman

- The Chairman of the committee will be elected at the Annual Meeting of the Parish Council each year. (as per standing order 4 vi)
- In the event of the Chairman's absence the members of the committee present will appoint a Chairman at the beginning of the meeting.
- The Chairman of the Committee will report to Full Council on any matters which the Committee considers ought to be brought to the attention of the Council.

Frequency of Meetings

- The Committee shall meet at least every three months or at shorter intervals as required (except August).
- Date and time of the meeting to be agreed by the committee.

Minutes of Meetings

- All meetings of the committee will be convened in accordance with the Parish Council's standing orders.
- The Clerk shall minute the proceedings and resolutions of all meetings of the Committee
- Draft minutes of Committee meetings shall form part of the monthly Full Council meeting for information.
- Draft minutes shall be considered and approved at the next Allotment committee meeting.

Powers of the Committee

The committee shall be empowered to:

- Delegated spending powers are issued to the Allotment Committee for maintenance up to the limit of £1000
- Monitor the allotment site for safe usage
- Recommend to Full Council annual rent charges
- Recommend 'rules of conduct' at the allotment site for approval by Full Council
- Promote facilities of the allotments and encourage its use for the benefit of the community.
- Manage, with the clerk, allocation of allotment plots
- Carry out formal risk assessments, in conjunction with the clerk

Review

These Terms of Reference are to be reviewed annually

The Broadholes Lane Platinum Jubilee Garden Allotments Rule Book

Throughout these rules 'The Council' will mean Lapley, Stretton and Wheaton Aston Parish Council and includes any committee of the Council or any allotment managers appointed under the Allotment Acts, 1908 to 1950.

DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT PLOTS

Allocation shall be open to anyone over the age of 18

Tenancy will be offered in the first instance to Parish residents on the waiting list (see Allotments LSWA Parish Council policy for definitive list), where there are no parish residents on the waiting list the plot will be offered to the person at the top of the list from outside the parish boundary.

AGREEMENTS FOR LETTING ALLOTMENT PLOTS

Tenancy agreements are to be completed and signed by the prospective tenant and the Clerk to the Council.

The tenant of an allotment plot takes responsibility for their plot and its contents from the date they sign the agreement and shall comply with the following conditions;

- To use the allotment for their own personal use and not to carry out any business or sell produce from the allotment.
- Not to cause any nuisance or annoyance to the occupiers of any other allotment site, or obstruct any path set out by the Council for the use of the occupiers of the allotments.
- The tenant should always be a good neighbour and shall be fully responsible for the conduct of their family members and other guests visiting their allotment plot.
- Children must be fully supervised at all times
- Not to underlet, assign or part with the possession of the allotment site or any part of it without written consent from the Council.
- Not without the written consent of the Council, cut or prune any timber or other trees as per agreement.
- Not to graze animals or livestock at the site

- For poultry keeping please see Poultry keeping agreement for terms
- Not without written consent of the Council, erect any structure on the allotment site.
- Not to use barbed/razor wire anywhere on the allotment site
- To observe and perform any special condition which the Council considers necessary to preserve the allotment plot from deterioration.
- No dogs allowed, except assistance dogs, at anytime on the allotment site
- Not to erect any notice or advertisement on the allotment site
- Not to hold social gatherings at the site
- To only attend their plot from 8am- 8pm during the summer season (April to September) and 9am – 5pm during winter (October to march). Understand that LSWA PC reserves the right to cancel plot holder membership should the member attend to their allotment outside of these times

PAYMENT AND REVISION OF RENT

The rent, unless otherwise agreed in writing, shall be paid yearly by 31st August in each year.

The rent payable will be reviewed annually each year by the Parish Council

The rent is the same for all plots of similar size despite any difference in location

The tenant must inform the Council of any change of address or other contact details as soon as practicable.

Tenants who are unable to work their plot as a result of illness or have another reason for a long absence are advised to keep the council informed. Failure to do so may result in the allotment plot appearing to be neglected and lead to issuing non-cultivation letters and potentially notice to quit.

CULTIVATION

At least 2/3rds of the plot must be cultivated and kept tidy at all times.

The tenant must take all reasonable steps to eradicate all weeds such as thistles, ground elder, ragwort and brambles and ensure they do not spread to other plots.

The tenant must not cause a nuisance to other plot holders by allowing weeds to seed.

The Parish Council will inspect the plots periodically to ensure cultivation.

No ornamental, forest trees or shrubs to be planted on the allotment plot.

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of **dwarf stock** and should be sited where they will not create an obstacle or nuisance to others as they grow.

VEHICLES

The allotments garden tenant must not bring or store any vehicle, caravan, trailer or vehicle parts onto the allotment plot. Tyres must not be brought onto the allotment site.

Overnight stays are NOT permitted.

To keep any parking space in good order.

Keep vehicle use to a minimum with the use of drop off /collection preferred

FIRES

Fires are NOT allowed anywhere on the allotment site, this includes any device which emits smoke, ie chimineas, stoves, barbecues.

USE OF CHEMICAL SPRAYS AND FERTILISERS

The tenant will take proper precautions when using spray fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment plots, and comply, at all times, with current legislation.

Only commercially available products from garden and horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation. Organic fertilisers and pest deterrents are encouraged.

Other Health and safety

No gas canisters in the site

No glass on site, including green houses

Poly tunnels will be permitted within the size range of // and with prior written agreement with LSWA PC

All plot holders must read and understand the guidance for attending the site alone

BEE KEEPING

Due to the nature of the site and proximity of houses LSWA PC cannot offer bee keeping hives on site

The council recognises the ecological importance of all bee species and wishes to support initiatives to support the species and therefore will offer a wild flower area on site

BUILDINGS

Sheds are not provided for each plot, but maybe erected with permission from the council. Tenant must ensure the shed is kept in good order, reporting any issues to the Parish Council.

Greenhouses and poly tunnels will require approval in the first instance from the Parish Council. (see other health and safety)

DISPOSAL OF RUBBISH

The tenant is responsible for disposing of all rubbish from the allotment plot. This includes disposing of both green waste and other non-compostable items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment site, except manure and compost in such quantities as may be reasonably required for use in cultivation of that allotment plot.

Tenants must not add to any rubbish illegally dumped on the site.

The use of old carpet as a weed suppressant is prohibited, as a temporary measure weed membrane or cardboard may be used.

Kitchen waste such as cooked food, meat and cheese or similar will attract vermin and must not be brought onto the allotment plot. Compost bins to be used for suitable materials only.

TERMINATION OF AGREEMENT

The Council may terminate the agreement if any of the following apply;

1. Any plot holder that receives two consecutive tidy up notices and then fails to maintain their plot within 30 days, an immediate notice to quit will be issued.
2. If the tenant is in arrears for not less than 40 days.

3. Immediate eviction will occur If the tenant is not observing the Rules affecting the allotment plot or any other term or condition of his tenancy.
4. Immediate eviction will occur If the tenant is physically and/or verbally abusive to Councillors, Officers or other tenants.
5. The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice to quit. No compensation will be provided for early termination.
6. The outgoing tenant shall forfeit any remaining balance of the annual rent. The succeeding tenant shall pay the proportion of rent due until the annual renewal date
7. On the termination of the tenancy, the tenant shall remove any structures (e.g. cold frames) they have erected in the Allotment Plot unless the Council agreed otherwise, which shall be confirmed in writing to the tenant.
8. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to the parties known address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.
9. The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the 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
10. A tenant will be allowed one month to clear the plot. Any costs incurred by the Parish Council to clear rubbish from the allotment may be recovered from the outgoing tenant.
11. LSWA PC reserves the right undertake an inspection of the site at any point without prior notice.
12. If a plot holder faces difficulty in maintaining their plot please contact the council at the earliest possible point to avoid action being taken
13. The council's decision is final

TENANCY AGREEMENT FOR AN ALLOTMENT PLOT

THIS AGREEMENT made on the 1st day of August 2024 between Lapley, Stretton and Wheaton Aston Parish Council

(the Council) and _____ (the tenant) of
 _____ (address)

By which it is agreed that:

1. The Council shall let to the tenant the Allotment Plot situated at Platinum Jubilee Allotments, Broadholes Lane, Wheaton Aston and referenced as **PLOT#** in the Council's Allotment Register.

2. The Council shall let the Allotment Plot to the tenant for a term of one year commencing on the 1st August 2025 and thereafter from year to year unless determined in accordance with the terms of the tenancy.
3. The tenant shall pay a yearly rent whether demanded or not which shall be payable in full by the last day of august for every year after the first year of the tenancy on the 1st day of August.
4. The rent payable will be reviewed annually each year by the Parish Council
5. The tenant shall use the Allotment Plot only for the cultivation of fruit, vegetables and flowers for use and consumption by him/her/they and his/her/they family.
6. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables, and flowers in the Allotment Plot.

7. The tenant shall reside within the Parish – *see definition (rules)*
8. During the tenancy, the tenant shall;
 - a) Keep the Allotment Plot clean in a good state of fertility and cultivation;
 - b) Not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Plot;
 - c) Not keep livestock on the Allotment Plot.
 - d) Adhere to the Hen keeping agreement
 - e) Not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Plot.
 - f) Not fence Allotment Plots.
 - g) Not plant any tree, shrub, hedge or bush without first obtaining the Councils permission. The Council will only consider Dwarf varieties;
 - h) Not cut, lop or fell any tree growing on the Allotment Plot without first obtaining the Council's consent.
 - i) Be responsible for ensuring that any person present in the Allotment Plot with or without the tenants permission does not suffer personal injury or damage to his/her property; refer to the attached risk assessment and observe the actions/instructions.
 - j) Permit an annual inspection of the Allotment Plot at all reasonable times by the council;
 - k) Not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Plot or the Allotment Plot of another tenant;
 - l) Hold membership and insurance with the National Allotments Association. All plot holders are responsible for obtaining this membership
 - m) Be considerate to the neighbouring homes
 - n) The tenant should abide by the opening hours. The allotments will only be open from 8am- 8pm during the summer season (April to September) and 9am – 5pm during winter (October to march). LSWA PC reserves the right to cancel plot holder membership should the member attend to their allotment outside of these times
 - o) The tenant will seek permission before installing a shed.
9. The tenant shall observe additional rules, as per the rule book, the Council may make or revise for the regulation and management of the Allotment Plot by the Council.
10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Plot.

The Council may terminate the agreement if any of the following apply;

1. Any plot holder that receives two consecutive tidy up notices and then fails to maintain their plot within 30 days, an immediate notice to quit will be issued.
2. If the tenant is in arrears for not less than 40 days.
3. Immediate eviction will occur If the tenant is not observing the Rules affecting the allotment plot or any other term or condition of his tenancy.
4. Immediate eviction will occur If the tenant is physically and/or verbally abusive to Councillors, Officers or other tenants.
5. The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice to quit. No compensation will be provided for early termination.
6. The outgoing tenant shall forfeit any remaining balance of the annual rent. The succeeding tenant shall pay the proportion of rent due until the annual renewal date

7. On the termination of the tenancy, the tenant shall remove any structures (e.g. cold frames) they have erected in the Allotment Plot unless the Council agreed otherwise, which shall be confirmed in writing to the tenant.
8. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to the parties known address. Any notice to be served by the tenant shall be addressed to the Parish Clerk.
9. The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the 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
10. A tenant will be allowed one month to clear the plot. Any costs incurred by the Parish Council to clear rubbish from the allotment may be recovered from the outgoing tenant.
11. LSWA PC reserves the right undertake an inspection of the site at any point without prior notice.
12. If a plot holder faces difficulty in maintaining their plot please contact the council at the earliest possible point to avoid action being taken
13. The council's decision is final

Signed _____

Date _____

The tenant

Tenant Name

Tenant address

Tenant email

Tenant telephone no. _____

And _____

Date _____

Parish Clerk

ALLOTMENT RISK ASSESSMENT

RISK	LEVEL	COMMENT	ACTIONS/INSTRUCTIONS TO MINIMISE RISK
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Machinery

To user	Medium	Operating machinery carries a medium level of risk unless the appropriate safety equipment is worn, and the machinery is operated correctly. Injuries to hands feet and face need to be guarded against.	Instructions for the use of machinery lies with the owner/operator. It is a requirement that plot holders wear the recommended safety equipment when operating machinery (irrespective of the owner).
To other Plot holders and visitors	Low	When strimmers and mowing machines are being used on an adjacent plot, stones and other flying objects can cause injuries to the face	The instructions for these items of equipment make particular reference to the dangers. It is the responsibility of the operator to take due care.
To Children	High	Children can act unpredictably exposing themselves to risk from machinery	It is the responsibility of the Plot holder to ensure that children are supervised. When young children are present on a plot, cultivators or strimmers should only be used where there are two adults – one operating and one supervising. No children to operate machinery under any circumstances.

Weed-killers & Pesticides

To user	Low	There is a risk of chemicals are not used in accordance with the manufacturer's instructions	All chemicals should be used and sprayers etc. rinsed after use, in accordance with the manufacturers' instructions. If chemicals are held on a plot holders plot they should be stored securely and clearly identifiable.
To other Plotholders & Visitors	Negligible		

To Children	Medium	Children can act unpredictably exposing themselves to risk from chemicals	It is the responsibility of the plot holder to ensure that children are supervised.
Garden Tools & Equipment			
To user	Low		Garden tools and equipment should be used correctly, and appropriate gloves & footwear worn as necessary
To other Plot holders & Visitors	Negligible		Garden tools and equipment should not be left on common paths or left available for others to use.
To Children	Medium	Children can act unpredictably exposing themselves to risk from garden tools and equipment	It is the responsibility of the Plot holder to ensure that children are supervised.

Overhanging Branches	Low	Overhanging branches can cause injuries to Plot holders, visitors and children	Low hanging branches and dangerous branches should be reported so that appropriate action may be taken.
Trip Hazards	Low	Poorly maintained paths and the entrance can present a trip hazard Plot holders, visitors and children	It is the responsibility of all Plot holders to maintain their paths and to assist in the maintenance of common paths
Water butts	Low	Water butts can be hazard to young children	It is the responsibility of all Plot holders to ensure that children are supervised

General Hazards (including seeds, berries, pathogens from compost heaps and manure)	Negligible		It is the responsibility of all Plot holders to ensure that children are supervised and normal hygiene is observed.
Rats	Medium	Rats carry Weil's disease, although this is rare it is a serious disease.	The presence of rats should be reported to the Parish Council. Where rat poison has been laid down, notices are to be displayed to inform Plot holders.