



# Notice of the Next Council Meeting

MEMBERS OF THE PUBLIC AND THE PRESS ARE INVITED TO ATTEND ALL COUNCIL MEETINGS (Public Bodies (Admission to Meetings) Act 1960)

**To all members of the Council,**

You are hereby summoned to attend the following online Allotment Committee meeting of Yeovil Without Parish Council via Zoom on **Wednesday 1<sup>st</sup> April 2021 commencing at 7.00 pm.**

The details to join the meeting are show below:

To join the Zoom Meeting click here - <https://zoom.us/j/7655637928>

Meeting ID: 765 563 7928

Committee Members will be discussing all the items listed on the Agenda.

Yours Sincerely,

Clerk to the Council - 23<sup>rd</sup> March 2021

## AGENDA

- 1. Election of Chair**
- 2. Election of Vice Chair**
- 3. Apologies for absence**  
Council to receive apologies for absence and consider the reasons given. (*LGA 1972 s85(1)*).
- 4. Declaration of interest**  
Members to declare any interests, including Disclosable Pecuniary Interests, they may have in agenda items that accord with the requirements of the Parish Council's Code of Conduct and to consider any prior requests from members for Dispensations that accord with Localism Act 2011 s33(b-e) (NB this does not preclude any later declarations)



- 5. Terms of Reference**  
To review the committees Terms of Reference
- 6. Co-option to Committee**  
To decide whether to co-opt up to two councillors to the Allotment committee
- 7. Budget**  
To receive a budget update.
- 8. Allotment Improvements**  
To discuss improvements required for 2021/22 period
- 9. Allotment Inspections**  
To decide on a process for performing inspections
- 10. Tenancy Agreements & Allotment Rules**  
To receive an update version of the tenancy agreement & Allotment Rules
- 11. Next Meeting**

**END OF AGENDA**

# Yeovil Without Parish Council Terms of Reference

## Allotments Committee

The Allotments Committee is a Standing Committee of the Yeovil Without Council and will operate in accordance with the Council's Standing Orders and Scheme of Delegation.

### 1. Membership

- a) The Allotments Committee will be composed of ten co-opted members onto the committee.
- b) The Allotments Committee may co-opt up to two councillors.
- c) The Yeovil Without Parish Council Clerk will attend meetings in an advisory capacity.
- d) The appointment of the Committee will be considered at the Annual General Meeting who may decide to alter or dissolve Committee as required.

### 2. Role

The Allotments Committee will undertake management of all aspects of the Council Allotments.

### 3. Responsibility, Aims and objectives

The role of the Committee is to oversee the general management, maintenance, and administration of Council Allotments. The Committee will:

- i. Elect an Allotment Chair & Vice Chair annually.
- ii. Liaise with the Allotment's Representatives and Allotment holders.
- iii. Adjudicate any complaint or dispute in relation to the allotments and or plot holders.
- iv. Review annually the terms of the Allotment Agreement and recommend any changes for consideration by the Council.
- v. Review annually the allotment fees and charges (Plot holders are to be informed of any fee amendments agreed a minimum of six months prior to them coming into effect).
- vi. Maintain a schedule of all the plot holders and any vacant plots.
- vii. Maintain a waiting list of potential plot holders in accordance with the Allotment Allocations Policy.
- viii. Undertake or oversee an annual inspection of allotment plots.
- ix. Determine requests for consents from plot holders in line with the rules set out in the allotment tenancy agreements.
- x. Consider other such requests from plot holders or interested parties in relation to allotments, which fall outside the scope of the Committee's Terms of reference in order to determine if a recommendation should be made for consideration of the matter by the Council.
- xi. The Clerk to utilise and have authority to spend, in conjunction with the Allotment Committee, the allocated allotment budget set by Council annually.

- xii. The Clerk to manage, according to Financial Regulations and in conjunction with the Allotment Committee, contracts and tenders for any projects within the budget of the committee.
- xiii. Follow good practice in relation to health and safety matters and ensure that appropriate risk assessments are in place.
- xiv. All members to agree to uphold the Council's Code of Conduct.

#### 4. Meeting arrangements and frequency

- a) Co-opted members of the Committee have full voting rights on the committee (Parish and Community Councils (Committees) Regulations 1990, Reg 3 (1)(a)).
- b) In the absence of the elected Chairman and Vice Chairman, a member must be elected to chair the meeting.
- c) The Allotment Committee will meet at a minimum four times each year with meetings scheduled within each quarter.

#### 5. Quorum

A minimum number of three Committee members are required for decision-making purposes.

#### 6. Reporting and accountability

The Committee is a Standing Committee of the Council and as such will publish Minutes of its meetings. The Committee will refer matters to the Council which are outside its Terms of Reference together with any recommendations.

# Budget Headings with Journal Totals

Start of year 01/04/20

Heading		Account	2020/2021	Revised	2021/2022	Last year's actual	Journal Totals Debit heading	Journal Totals Credit heading
<b>Allotments Income</b>								
120	Allotments	68798040	£432.00	£432.00	£400.00	£620.00	£0.00	£0.00
		Allotments Income Total	£432.00	£432.00	£400.00	£620.00	£0.00	£0.00
<b>Allotments Expenditure</b>								
4290	Allotments (Water & Rubbish Remov	68798040	£1,236.00	£1,236.00	£2,400.00	£204.00	£0.00	£0.00
		Allotments Expenditure Total	£1,236.00	£1,236.00	£2,400.00	£204.00	£0.00	£0.00

# Budget Headings Transaction Details

Start of year 01/04/20

## Allotments Income

120 Allotments

Received	Invoiced	Tn. no	Reference	Customer	Net (£)	Vat (£)	Gross (£)	Details
01/04/20	01/04/20	30	BACS200401	S Thorne	16.00	0.00	16.00	Plot 9b
03/04/20	03/04/20	32	BACS200403	T Wilton	16.00	0.00	16.00	Plot 8b
03/04/20	03/04/20	31	BACS200403	M Brown	16.00	0.00	16.00	Plot 13 A
06/04/20	06/04/20	34	BACS200406	D Brown	16.00	0.00	16.00	Plot 9a
14/04/20	14/04/20	33	BACS200414	Martin Smith	16.00	0.00	16.00	Plot 14b
15/04/20	15/04/20	35	BACS200415	Marc Caines	16.00	0.00	16.00	Plot 4c
24/04/20	24/04/20	36	BACS200424	Piotr Siekierko	16.00	0.00	16.00	Plot 4b
25/04/20	25/04/20	38	BACS200425	T Grey	16.00	0.00	16.00	Plot 4a
28/04/20	28/04/20	37	BACS200428	Graham Pritchard	16.00	0.00	16.00	Plot 6a
04/05/20	04/05/20	39	BACS200504	Courtney Stewart	16.50	0.00	16.50	Plot 12b
19/05/20	19/05/20	13	BGC200519	Mr & Mrs Bailey	16.00	0.00	16.00	Plot 7b
19/05/20	19/05/20	14	1494401	Donald Payne	16.00	0.00	16.00	Plot 10b
19/05/20	19/05/20	15	1494401	John Warman	16.00	0.00	16.00	Plot 11b
26/05/20	26/05/20	11	BACS200526	Marc Caines	16.00	0.00	16.00	Plot 2
23/07/20	23/07/20	21	BACS200723	Polly Hutchinson	16.00	0.00	16.00	Allotments 14a
24/09/20	24/09/20	25	BACS200924	Craig Stobbs	16.00	0.00	16.00	Allotment Fee Plot 12a
19/10/20	19/10/20	27	BACS201019	Danielle Brown	16.00	0.00	16.00	Allotment Fee Plot 9A
15/01/21	15/01/21	44	BACS210115	Colin Nuga Sama	16.00	0.00	16.00	Allotment fee plot 11b
<b>120 Allotments Total</b>					<b>288.50</b>	<b>0.00</b>	<b>288.50</b>	
<b>Allotments Income Total</b>					<b>288.50</b>	<b>0.00</b>	<b>288.50</b>	

## Allotments Expenditure

4290 Allotments (Water & Rubbish Removal)

Paid	Invoiced	Tn. no	Cheque	Supplier	Net (£)	Vat (£)	Gross (£)	Details
24/08/20	14/07/20	29	BACS200824	Water2Business	134.10	0.00	134.10	Allotment water bill
22/02/21	03/02/21	91	BACS210222	Water2Business	47.21	0.00	47.21	Water Charge Allotments
22/02/21	11/02/21	94/1	BACS21022S	South Somerset District Council	136.90	27.38	164.28	Darren Mowing Meadow in November (1days work)
<b>4290 Allotments (Water &amp; Rubbish Removal) Total</b>					<b>318.21</b>	<b>27.38</b>	<b>345.59</b>	
<b>Allotments Expenditure Total</b>					<b>318.21</b>	<b>27.38</b>	<b>345.59</b>	

# YEOVIL WITHOUT PARISH COUNCIL

## YEOVIL MARSH ALLOTMENT TENANCY AGREEMENT

### PLOT No.

An Agreement made this day of \_\_\_\_\_ between Yeovil Without Parish Council

(hereinafter called YWPC) of the one part and \_\_\_\_\_ (hereinafter called the Tenant) of the other part.

YWPC agrees to let and the Tenant agrees to take on a Yearly Tenancy from the first day of April for the plot number stated above, for the yearly rent of £ 16.50, as may subsequently be amended by YWPC.

YWPC and the Tenant further agree to abide by the Rules relating to the allotments that have been prepared by YWPC or may at any time hereinafter be amended by YWPC and of which the allotment holders shall have been previously notified.

The Tenant hereby accepts this Tenancy and agrees to its termination should he be in breach of any of the Rules, as set out below.

The Tenant hereby confirms that he has read this Tenancy Agreement and the attached Rules, and fully understands and accepts the contents thereof.

### **On behalf of the Tenant**

Signed

Name (Print)

Address

Date

Tel No

Mobile No

Email

### **Witness**

Signed

Name (Print)

Date

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### **On behalf of YWPC**

Signed

Name/Position: Dan Ledger/ YWPC Clerk/RFO

Date

The Tenant hereby undertakes to notify YWPC in the event of any change in the above contact details.

YWPC will, for the purposes of this Tenancy only, maintain and use the above personal information in its computer based confidential records system. Signed tenancy agreement will be kept for 6 years after the end of the Tenancy, after which all information will be destroyed – in accordance with the Data Protection Policy of YWPC.

Please inform the [clerk@yeovilwithoutparishcouncil.gov.uk](mailto:clerk@yeovilwithoutparishcouncil.gov.uk) if you do not wish to receive allotment information and news.

The contact details of YWPC are as follows;-

Dan Ledger, Clerk to Yeovil Without Parish Council (hereinafter called the Clerk)

13 Marsh Road, Seaton, Devon EX122LQ

Email:- [clerk@yeovilwithoutparishcouncil.gov.uk](mailto:clerk@yeovilwithoutparishcouncil.gov.uk)

Tel number - 01935 479975



# ALLOTMENT RULES

These Rules are in place to ensure the continued enjoyment and minimum inconvenience to all allotment holders. At the commencement of the Tenancy, each allotment holder will be required to sign a Tenancy Agreement agreeing to abide by these Rules as prepared by YWPC or may at any time hereinafter be amended by YWPC and of which the allotment holders have been previously notified.

YWPC hereby agrees with the Tenant that upon the Tenant observing and performing the conditions and obligations on his part contained in these Rules he may peaceably use and enjoy the allotment plot without any interruption by YWPC or any person claiming under or in trust for YWPC.

Any reference to the male gender shall include the female gender for the purposes of the interpretation of these Rules.

## 1. MANAGEMENT

The allotments are situated on land owned by YWPC at Yeovil Marsh within the Parish of Yeovil Without. The allotments are provided for the enjoyment of the parishioners of the Parish of Yeovil Without and neighbouring parishes.

The allotments are managed by a Allotment Committee established by YWPC.

The Allotment Committee shall abide by the conditions set out in the Allotment Committee Terms of Reference. The Allotment Committee shall undertake the management of the allotments on a day-to-day basis, including the allocation of plots and the implementation and enforcement of these Rules, etc. However, if in the opinion of the Chair/Vice Chair of YWPC or the Clerk to YWPC, a matter is of vital importance to YWPC, or major expenditure is involved, then the matter shall be referred to the full council of YWPC for discussion and decision.

The field adjoining the allotments is also owned by YWPC the Allotment Committee has no responsibility for this field and these Rules have no relevance thereto.

The access track to the allotments from the A37 trunk road is owned by a third party, and YWPC has a right of way over this track in perpetuity for all persons and vehicles having access to the allotment site. The Allotment Committee has no responsibility for this access track and these Rules have no relevance thereto.

The annual rent payable by each allotment holder shall be collected by and retained by YWPC.

The allocation of allotment plots will be conducted by the Clerk. Each allotment holder will be restricted to one full plot per household. A waiting list for plots will be administered by the Clerk on a first come, first served basis. However, when a plot becomes vacant, first preference will be given to those living within the Parish of Yeovil Without, but if a plot remains vacant for more than one month, then the plot may be offered to any resident of the district of South Somerset.

## 2. FEES, PAYMENTS AND GENERAL CONDITIONS

- a) The Tenant hereby agrees with YWPC to pay the rent hereby reserved on the first day of April in every year during the continuance of this Tenancy without any deductions whatsoever.

- b) The Tenant shall not underlet, assign, or part with the possession of the allotment plot or of any part thereof under any circumstances without the prior consent in writing of YWPC. The plot may not be used to grow items for commercial use.
- c) The Tenant and his guests enter the allotment site at their own risk and neither YWPC nor the Allotment Committee are liable for any injury or losses howsoever they may occur.
- d) Children are allowed and encouraged to come onto the allotment site provided they are under the supervision of a responsible adult. The Tenant is responsible for all minors in his charge whilst on the allotment site and is to ensure that they do not interfere with or disrupt the plots or belongings of other allotment holders.
- e) The gate between the car park and the allotment plots must always be kept closed, and it is the responsibility of the last allotment holder leaving the allotment site to ensure that both this gate and the gate from the car park to the access track are closed at the end of the day.
- f) The Tenant must not erect any notice or advertisement at the allotment site. Furthermore, the Tenant must not remove, add, or change any item on the notice board.
- g) The Tenant must drive slowly along the access track and within the car park area. The Tenant may only park his car in the car park area whilst he is working on his plot. Vehicles must not be tested or repaired at the allotment site.
- h) The Tenant recognises that the headland inside the inner gate is not designated as vehicle access to the allotment site. If a vehicle is driven onto this area it is strictly at the risk of the vehicle owner, and if any damage is caused to the headland, fences or plots, the vehicle owner will be liable for any repairs or compensation deemed necessary by the Allotment Committee.
- i) The Tenant must not trespass upon other plots, and must not take crops, produce, implements or other items from other plots.
- j) The Tenant should advise the Clerk and the Allotment Committee verbally or in writing if he is unable to cultivate his plot due to a prolonged absence for medical or other reasons.

### **3. CULTIVATION OF THE ALLOTMENTS**

- a) The plot shall be used as an allotment garden for the growing of vegetables, fruit or flowers, and for no other purpose.
- b) The plot must be kept clean, clear of detritus, free from weeds, well manured, and otherwise maintained in a good state of cultivation and fertility. This means that at least two-thirds of the plot must be under active cultivation (roughly dug, green manured or planted out), and the remainder kept tidy.
- c) Adjoining pathways and adjacent common areas must be kept tended, reasonably free from weeds, and strimmed or mown as necessary.
- d) The Tenant shall not cause or permit any nuisance, annoyance or danger to the occupier of any other plot or obstruct or encroach on any path or roadway provided for the joint use of the occupiers of the allotment plots within the said allotment site.
- e) When using sprays or fertilisers, the Tenant shall take reasonable care to ensure that nearby hedges, trees and crops are not contaminated or otherwise adversely affected and shall make good or replant if necessary should any damage occur as a result of his negligence in this matter.

- f) The Tenant must store all sprays, fertilisers, chemicals, petrol, oil, lubricants and other inflammable liquids, and all related equipment in a safe and secure manner, at the Tenant's risk, and must comply at all times with current regulations.
- g) The Tenant shall not, without the previous consent in writing of YWPC, plant any trees or fruit bushes or any crops which require more than twelve months to mature. Only dwarf fruit trees may be planted and must fall within the boundary of the plot. No trees or trellises which overshadow another plot are allowed.
- h) No timber, mineral, gravel, sand, earth, clay etc. may be extracted, removed or sold to any third party for removal from the allotment site.
- i) The Tenant shall not deposit or allow other persons to deposit on the allotment site any refuse, building material, or decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation), or place any matter in any hedges, ditches or dykes situated within the said allotment site or in any adjoining land.
- j) The Tenant will be expected to co-operate with other allotment holders in the general upkeep of the allotment site, including the joint maintenance of any empty plots, and of the car park area.
- k) The Tenant shall observe and perform any other special condition which the Allotment Committee considers necessary to preserve the allotment site from deterioration, or as a result of any agricultural disease, emergency or government regulation, of which previous notice has been given to allotment holders by the Allotment Committee.

#### 4. BONFIRES AND BARBEQUES

- a) Bonfires should only be occasional, limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned. Large quantities of timber should not be burnt.
- b) You may only have bonfires between 1 October and 31 March and between 9am & sunset
- c) You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.
- d) You must ensure that the location of the fire and the weather conditions are safe
- e) Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production. Any fire managed in an unsafe manner or producing excessive smoke will result in an instant notice and may lead to tenancy termination.
- f) Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property or could affect the comfort or quality of life of the public, could result in action under the Environmental Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the center of a highway may be guilty of an offence under the Highways Act 1980.
- g) The council reserves the right to prohibit bonfires on a specific plot and/or group of plots
- h) You may have a barbeque on your plot for your immediate family, providing no nuisance is caused to nearby tenants and residents and must not be left unattended.  
**Communal Area:-**
- i) Barbecues are allowed, providing no nuisance is caused to nearby tenants and residents and must not be left unattended
- j) Yeovil Without Parish council will not accept any liability for loss, damage nuisance or injury caused and will be regarded as the responsibility of the person using the barbeque.

- k) Public Liability insurance is required if any planned event is organised by the allotment holders.

## **5. SHEDS AND OTHER STRUCTURES**

- a) The Tenant shall not, without the prior consent in writing of the Allotment Committee & YWPC, erect any new structure or building on the allotment site, and, in regard to any structure or building for which consent has been granted, shall erect the same in accordance with plans and material specifications submitted to the Allotment Committee by the Tenant.
- b) Any structure or building must be of temporary construction and maintained in a safe and reasonable condition.
- c) Consent will not be withheld for the erection of sheds and greenhouses with dimensions no greater than 1.2m x 1.5m (7' x 5') and of normal commercial type.
- d) Approval for the erection of polytunnels will be dependent upon their size and proposed location.
- e) Greenhouses, cold frames, polytunnels etc must be glazed with either polycarbonate or Perspex and not glass.
- f) All allowable structures or buildings must be located sufficiently far away from the perimeter of the allotment site to enable the perimeter hedge or fence to be properly maintained .
- g) All structures and buildings must be sited so as not to cause undue nuisance to other allotment holders.
- h) All structures and buildings must be securely fastened to the ground to eliminate the possibility of their being blown on to other plots in adverse weather.
- i) All sheds, greenhouses and polytunnels must be provided with a water butt fitted with a lid and the necessary pipework to collect rainwater (with a capacity of 100 litres for sheds and 200 litres for greenhouses and polytunnels).
- j) Ponds – The maximum surface area for a pond is 1.5 square metres and will be no deeper than 50cm deep. The pond area will be included as part of the non-cultivated area. Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material. All ponds should be sited at least 1.5 metres distance from any haulage way or path. Safety of others must be considered when placing a pond on your plot.

## **6. PETS, LIVESTOCK AND BEES**

- a) No animals, chickens or other livestock are allowed to be kept on the allotment site without the prior consent in writing of the Allotment Committee & YWPC.
- b) No dogs are allowed on the allotment site unless the dog is securely held on a leash. Any faeces deposited by any dog shall be removed by the person responsible for that dog.
- c) Bees may be kept on the allotment site, but only by professionally trained keepers and only with the prior consent in writing of the Allotment Committee & YWPC.

## **7. WATER MANAGEMENT AND COMPOSTING**

- a) Hoses are not to be used for watering or for the transfer of water for storage.

- b) The Tenant is expected to preserve water and collect rainwater for use on the plot as far as reasonably practical. Rainwater should be used in preference to mains water.
- c) All leaks from water sources are to be reported to the Allotment Committee as soon as possible so that corrective action can be taken.
- d) The Tenant should compost as much material as reasonably practical. Weeds must not be deposited on any part of the allotment site unless in a compost heap.

## **8. INSPECTION OF ALLOTMENT PLOTS**

- a) The Tenant will permit the Allotment Committee to enter onto his plot to inspect the condition thereof and of any building erected or being erected thereon.
- b) The Allotment Committee will formally inspect all allotments twice yearly to ensure compliance with these Rules.
- c) Any issues raised during these inspections will immediately be verbally notified to the Tenant and then confirmed in writing in a 'Letter of Concern' stating the issues which need to be addressed. The Tenant will then have two weeks to take the required corrective action.
- d) Failure to take that action will result in a further written warning being issued. The Tenant will then have a further two weeks to undertake corrective action, failing which the Allotment Committee can issue a notice to quit.

## **9. TERMINATION, DISPUTES AND NOTICES**

This Tenancy shall be terminated on the death of the Tenant and may also be terminated in any of the following manners; -

- a) By the Tenant giving to YWPC a minimum of one month's previous notice in writing or by YWPC giving to the Tenant a minimum of three month's previous notice in writing.
- b) By re-entry by YWPC at any time after giving three months' previous notice in writing to the Tenant on account of the allotment site being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under statutory provision, or (ii) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with those purposes.
- c) By re-entry by YWPC at any time after giving one month's previous notice in writing to the Tenant; -
  - (i) If the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not, or
  - (ii) If it appears to YWPC that there has been a breach of the conditions and obligations on the part of the Tenant herein contained, or
  - (iii) If the Tenant has become bankrupt or entered into an arrangement with his creditors.

However, if, during the first two weeks after receiving the notice to quit under sub-clause (c) above, the Tenant has taken steps to correct the breach, or given acceptable reasons for the problems that have arisen, or has resumed cultivation to an acceptable degree, the notice to quit may be withdrawn.

Upon the termination of the Tenancy, the Tenant must yield up the plot in such condition as shall be in compliance with these Rules – in particular; -

- (i) Continue to maintain the plot in a reasonable state until the final date of the Tenancy.
- (ii) Remove all structures, tools and crops etc. before vacating the plot, unless agreement is otherwise reached with the Allotment Committee. If these items are not so removed within 28 days of the termination of the Tenancy, then the Allotment Committee may arrange to dispose of them. Whilst every effort will be made to protect them during removal, the safekeeping of the items cannot be guaranteed. No compensation will be paid to the Tenant in respect of any of these items not so removed in accordance with this clause.
- (iii) Hand over all keys pertaining to the allotment site to the Clerk.

No refund of any rent will be made to the Tenant upon termination of the Tenancy as a consequence of the issue of a notice to quit in accordance with clauses H (a) or (c) above.

Any complaints regarding non-compliance with these Rules, or disputes between allotment holders, shall initially be resolved amicably amongst the allotment holders, failing which the matter shall be notified to the Clerk and the Allotment Committee, either verbally or in writing, for consideration by the Allotment Committee. The Allotment Committee will take appropriate action on receipt of any such notification, and the decision of the Allotment Committee will be final.

Any notice required to be given by YWPC or the Allotment Committee to the Tenant may be signed on behalf of YWPC or the Allotment Committee by the Clerk and may be served on the Tenant either personally or by leaving it at his last known place of abode or by prepaid post addressed to his last known address or by fixing the notice in a conspicuous manner on the Tenant's allotment plot. Any notice required to be given by the Tenant to YWPC or the Allotment Committee shall be sufficiently served by the Tenant if sent by prepaid post to the Clerk.

This version of the Rules is dated April 2021.