



**Minutes of a meeting of the Gift of A. Burrow for Allotments Sub-Committee held on  
Thursday 19 March 2020 at 6.00pm at the Town Hall**

**Members:** Councillors: Eileen Andrews, Will Jones, Janet Johns (Chair), Russell Murch, Ian Morton and Lloyd Knight (Ex-officio)

**Present:** Councillors: Janet Johns (Chair), Lloyd Knight and Ian Morton

**Also Present:** Cllr James Buczkowski and Nigel Middlewick (Allotment tenants)

**Clerk:** Judy Morris

1. **APOLOGIES:** Received and accepted from Cllr: Eileen Andrews (self-isolation) and Cllr Russ Murch (self-isolation).
2. **RESIGNATION:** It was noted that Cllr Michelle Rowe had resigned from the Committee.
3. **DECLARATIONS OF INTEREST UNDER THE CODE OF CONDUCT:** None.
4. **PUBLIC PARTICIPATION:** None.
5. **MINUTES:** The Minutes of the previous meeting held on 20 February 2020 were approved and signed as a correct record. Proposed Cllr Ian Morton, seconded Cllr Lloyd Knight.
6. **ALLOTMENT TENANTS (NON-ASSOCIATION):** To consider any matters that tenants' wish to bring to the attention of the Trustees. None.
7. **CULLOMPTON ALLOTMENT ASSOCIATION: To consider any matters that the Allotment Association wish to bring to the attention of the Trustees.**
  - (i) **Residue materials left on allotment plot:** Concern that a contractor carrying out a repair had left a small amount of wood on an allotment plot: *Contractors to be made aware that, when carrying out work on the allotment site, any debris is removed once the work has been completed.*
  - (ii) **Water supply at Tiverton Road end of site:** There is a water supply at the top of the site and another in the middle but not at the bottom end (Tiverton Road).

**RESOLVED:** That the charity will investigate the cost of providing a water supply at the Tiverton Road end of the site. Proposed Lloyd Knight, seconded Cllr Janet Johns.
8. **CULLOMPTON ALLOTMENT ASSOCIATION: To receive report detailing financial position.** Noted.

**NOTE:** Clerk to check £27 debtor.

9. **ALLOTMENT INSPECTIONS:** To receive and to approve the draft inspection checklist and consider comments made by tenant.

**RESOLVED:**

- (a) That the tenant is thanked for his very helpful comments with regard to the regular inspections and
- (b) the draft checklist is approved and the inspection procedure is put into action, its effectiveness to be reviewed in 6 months.

Proposed Cllr Janet Johns, seconded Cllr Lloyd Knight

10. **ALLOTMENT POLICY:** To consider any comments in relation to the draft Allotment policy and agree the draft policy for referral to full Council for formal adoption.

**RESOLVED:** That the Charity investigates the possibility of leasing the allotment site to the Town Council for a nominal sum in order that it can be treated in the same way as the other allotment sites that the Council is responsible for. In the interim period the charity will use the Council's allotment policy. Proposed Cllr Ian Morton, seconded Cllr Janet Johns.

11. **CORRESPONDENCE:**

- (i) **Mr & Mrs Thorne:** Concern about condition of paths. *To be considered when carrying out the allotment inspections.*

12. **DATE & TIME OF NEXT MEETING:** Thursday 16 April 2020

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It is certified these Minutes are a true and accurate record of the meeting:

Signed: .....

Name: .....

Date: ...../...../2020

20/10/2020

12:54

**Gift of A Burrow**

**Detailed Balance Sheet - Excluding Stock Movement**

**Month 6 Date 20/10/2020**

**Supporting Paper B  
Gift of A Burrow for  
Allotments Trustees  
27 October 2020**

**Agenda Item 5**

<b><u>A/c</u></b>	<b><u>Description</u></b>	<b><u>Actual</u></b>	
	<i><u>Current Assets</u></i>		
100	Debtors	938	
200	Current Bank A/c	490	
	<b>Total Current Assets</b>		<b>1,428</b>
	<i><u>Represented by :-</u></i>		
300	Current Year Fund	1,210	
310	General Reserves	218	
	<b>Total Equity</b>		<b>1,428</b>

**Supporting Paper C**  
**Gift of A Burrow for Allotments Trustees**  
**27 October 2020**

**Agenda Item 6**

**ALLOTMENT INSPECTION UPDATE - OCTOBER 2020**  
**TIVERTON ROAD (GIFT OF A BURROW) ALLOTMENT SITE**

Allotment inspections were carried out on 15 October 2020.

There are 55 allotments – 7 full plots and 48 half plots. An improvement on the last inspection. The majority of the plots are in good condition and being prepared for Autumn.

1 x half plot evicted has recently been allocated a new tenant free of rent due to condition.

1 x half plot new tenant not yet being worked (6 weeks). Polite reminder.

1 x half plot not being worked. This plot has recently had a new tenant. Following a 'tidy up' letter has responded wishing to keep the allotment and will start working it.

3 x half plots not being worked. Tidy up letters sent.

Some paths are uneven.



## ALLOTMENT POLICY

**THIS POLICY IS TO BE READ IN CONJUNCTION WITH THE ALLOTMENT AGREEMENT,  
HEALTH & SAFETY GUIDE TO ALLOTMENTS AND OTHER GUIDANCE**

<b>POLICY TITLE</b>	Allotment Policy
<b>POLICY NO</b>	
<b>DATE ADOPTED</b>	
<b>POLICY AIM</b>	To ensure a fair and consistent approach in the management of the allotments.

### 1. INTRODUCTION

Cullompton Town Council has a statutory duty to provide allotments to improve people's quality of life by promoting healthy food, exercise and community.

### 2. OUR AIM

It is the aim of the Council to provide allotments of an acceptable standard to enable individuals to improve their quality of life, health and diet, by growing their own food and providing a place to relax at a reasonable cost.

### 3. OBJECTIVE

The primary objective is to manage and administer allotment sites in convenient locations to serve the community within the Council's Parish boundaries. This requires Cullompton Town Council to ensure that allotments are kept in a reasonable condition and Tenants are treated equally and fairly under the terms and conditions of their Tenancy Agreement.

**Note:** While allotments are for the benefit of parishioners, should allotment plots remain vacant then an application from someone outside of the Parish boundary may be considered.

### 4. RESOURCES

As the service is primarily for individuals rather than the benefit of the whole community the Council will keep any subsidy towards running costs to a reasonable level.

The Council is responsible for the allotment site at:

- **Burrow's Field (Tiverton Road):** Registered Charity of which the Council is the sole trustee (Gift of A. Burrow for Allotments);

## **5. COUNCIL RESPONSIBILITIES**

Where the Council is responsible, it will maintain the infrastructure of the sites including outside border paths, mains water supplies (where provided) and site boundary: walls, fences, gates and associated locks. (Point 12.1 – Security refers)

The Council will undertake regular inspections of Allotment sites (Point. 13 – Inspections & Notices refers) to ensure that plots are maintained to a satisfactory standard in order they do not cause a nuisance to adjoining/neighbouring plots and to encourage the prompt re-letting to those on the waiting list should a plot become available.

The Council will review Allotment rents on an annual basis and will, with one year's notice, inform Tenants of any changes to the fees. (Point 10 – Rents refers)

## **6. APPLYING FOR AN ALLOTMENT**

All applicants are to complete an Allotment application form. Once received, the applicant's name will be added to the waiting list. All applications will be recorded in date order of receipt and where a waiting list occurs, allotments will be offered to applicants in this order.

## **7. WAITING LIST FOR NEW APPLICANTS**

The Council maintains a primary and secondary waiting list of prospective Tenants. The primary waiting list is for those living in the Parish who do not already rent an allotment from the Council, this system operates on a first come, first served basis and takes priority over the secondary waiting list.

The secondary waiting list is for those who already rent an allotment from the Council and would like an additional allotment, this system operates on a first come, first served basis, but will only be considered if there is nobody on the primary waiting list. Existing Tenants will also have to prove they are eligible for a second allotment by consistently achieving good to excellent inspection results.

To avoid a lengthy waiting list for allotments, new Tenants will generally be offered a half allotment. Tenants will not be entitled to more than the equivalent of one allotment plot (or two half plots) unless there are no other applicants on the waiting list.

## **8. WHEN AN ALLOTMENT BECOMES VACANT & ACCEPTING AN ALLOTMENT**

The Council will make arrangements for viewings. If the prospective applicant wishes to accept the plot, a Tenancy Agreement will be issued with an agreed starting date together with a rental invoice, Health & Safety Regulations leaflet and Bonfire leaflet, all of which are to be read in conjunction with this Policy. If the Council does not hear from the applicant within five working days, it will be assumed that they are no longer interested in having an allotment and their name will be taken off the waiting list. The allotment will then be offered to the next person on the waiting list.

Rent for tenancies commencing after the annual due date shall be pro-rata. Once the signed Tenancy Agreement and payment have been received by the Council, the applicant can start work on the allotment.

## **9. DECLINING AN ALLOTMENT**

An applicant will be offered up to three allotment plots after which they will go to the bottom of the waiting list.

## **10. RENTS**

The level of rent will be reviewed annually and used to cover the cost of running the allotment sites. Whilst the Council will take into account individual circumstances, failure to make payment of rent within 30 working days will lead to eviction. Should the Council need to undertake any work e.g. to clear the site of weeds, structures or an accumulation of waste, the cost of clearing/reinstating the plot will be invoiced to the plot holder.

## **11. ENVIRONMENTAL REQUIREMENTS AND OBJECTIVES**

The Council requires Tenants to maintain their allotments in a sustainable and environmentally friendly way. Tenants will comply with this objective by:

- 11.1** Re-using materials and where available, use of products using recycled materials in their manufacture.
- 11.2** Minimal use of pesticides (see 20.10)
- 11.3** Minimal use of herbicides (see 20.10)
- 11.4** Minimal use of artificial fertilisers.
- 11.5** Reduction in mains water consumption by encouraging the collection of rainfall from shed roofs or other means of collection.
- 11.6** Composting materials arising from cultivating and maintaining the allotment (i.e. vegetable waste, cuttings, grass clippings, etc.).
- 11.7** Minimal use of bonfires to dispose of waste material from the allotment (see separate Bonfire Leaflet restricting timing and use of bonfires).
- 11.8** Promptly removing from site inappropriate materials and likewise any redundant materials no longer required for normal use and disposing of the same off site and in an appropriate manner.
- 11.9** No barbed wire must be used.

## **12. SITE IMPROVEMENTS, SECURITY, MAINTENANCE AND PEST CONTROL**

### **12.1 Site Security**

The Council will maintain site boundary walls, fences, gates and their locks (where supplied) in good order to maintain a reasonable level of site security. Locks will be combination padlocks and the Council will issue the relevant numbers to all Tenants. Tenants will co-operate with the Council in maintaining site security and will ensure that gates are locked when leaving the site.

The Council has no liability in respect of Tenant's losses due to theft or vandalism.

Tenants are responsible for the care, cultivation and maintenance of their allocated allotment plot and likewise their own property. If a Tenant's property is stolen or vandalised, they are encouraged to inform the Council and report the incident or loss to the Police.

## **12.2 Pest Control**

In the event of an infestation by rats, wasps or hornets such that public safety is at risk, the Council will take all reasonable steps to control such infestations, particularly where nests are in boundaries to the site. Tenants will take all reasonable steps so as not to promote rat infestations by ensuring that foodstuff and other waste materials likely to encourage rats are not left on site.

## **12.3 Self-Help Site Improvements and Maintenance Works**

Where individuals or 'Associations' seek to undertake improvements or maintenance works, those planning such works should seek the Council's formal approval. All such works should be well planned and undertaken in a safe manner, utilising only those individuals possessing the appropriate skills and capabilities to complete the work.

## **13. INSPECTIONS & NOTICES**

The Council recognises that regular inspections are key to the effective management of allotments. Inspections may be undertaken at any time by any Council member of staff or Committee member, who is entitled to enter and inspect any allotment.

To assist in achieving consistency in undertaking and scoring individual plots, the Council will apply a common set of criteria measuring the extent to which the plot is cultivated, general tidiness, the Tenant's adherence to council policy and site rules, and commitment to and application of the Council's Environmental Requirements and Objectives as set out at Clause 11. above.

In the event of a breach in policy, site rules or tenancy agreement, an appropriate notice may be served on a Tenant either personally, by email or letter at the last known place of residence. The Notice will outline the Council's concern, details of any breach and the corrective action required. Failure to abide by the notice will result in termination of the Tenancy Agreement.

## **14. HEALTH & SAFETY**

Tenants must abide by relevant statutory requirements together with Cullompton Town Council's own site rules and Health & Safety Guide to Allotments guidance, as currently in force.

## **15 ALLOTMENT ASSOCIATION AND REPRESENTATION**

Burrow's Field (Tiverton Road) Allotment site - Tenants are able to join an Allotment Association if they so wish and membership is on a voluntary basis.

All Allotment Tenants are welcome to attend meetings of the relevant Committee/Sub-Committee meetings of Cullompton Town Council and are able to speak within the Public Participation section of the meeting/s to raise any issues which they may have. Meeting dates can be found on the Council's website: [www.cullomptontowncouncil.gov.uk](http://www.cullomptontowncouncil.gov.uk)

## **16. TENANCY AGREEMENT**

The Tenancy Agreement is between the Council and the allotment Tenant, it sets out the terms and conditions of having the allotment. This includes a recommendation that Tenants have Public Liability Insurance. Upon signing the Tenancy Agreement, it will be assumed that the Tenant is fully aware of and will abide by the Agreement itself, the Council's Policy and Site Rules.

## **17. SHARING AND SUB-LETTING**

The Tenancy Agreement is with one named individual, there are no joint tenancies. Family or friends may assist the Tenant on their allotment, but the tenancy will be in the name of the Tenant.

In some circumstances, assistance from other individuals may be required and in this instance the Council should be notified, and the co-worker registered with the Council. To register a Co-Worker on the allotment, the Tenant and Co-worker are both required to complete an application form. A copy of the Allotment Policy will be issued and signed for by the Co-Worker. The Tenant is required to put in writing to the Council the co-worker's name, address, telephone number and email address. Should the Tenant wish to relinquish their allotment and if their co-worker wishes to take over the tenancy, then the co-worker (who must be registered and live within the Parish) may become the Tenant by applying to the Council.

Allotments cannot be sub-let. If the Tenant wishes to give up part (say, one half of a full plot) of their allotment, the surrendered part will be offered to the next person at the top of the waiting list and charged on a pro-rata basis.

## **18. TERMINATION OF AN ALLOTMENT TENANCY**

The tenancy of an allotment will terminate in the following circumstance:

**18.1** Upon the death of the Tenant.

**18.2** Upon the Tenant giving notice of their wish to give up their tenancy.

**18.3** After having given one month's notice in writing, the Council may terminate the tenancy in the following circumstances:

**18.3.1** If the rent or any part of it is in arrears after 30 days.

**18.3.2** If, following routine inspections by the Council it is apparent that the Tenant has not duly adhered to the Site Rules or any other term or condition of tenancy.

**18.4** Should the Council wish to terminate or alter any Agreement they must give the Tenant six months' notice in writing.

## **19. VACATING AN ALLOTMENT & LIABILITIES ARISING**

A vacating Tenant will be responsible for clearing the allotment of general rubbish and to leave it in a clean and tidy condition. A charge will be made by the Council for the removal of any rubbish remaining on the plot.

Any temporary structure/s including a shed, greenhouse or a poly tunnel which a Tenant wishes to leave on their plot will require approval from the Council. Temporary structure/s must be cleared of their contents by the vacating Tenant and failure to clear said items will result in a charge. Where structures are in poor condition and have not been removed by the Tenant, a charge will be made by the Council to clear the plot.

If a plot is abandoned or is deemed to have been abandoned, the Council will keep the area strimmed and where necessary, treat the plot with weed-killer and/or weed suppressant sheeting to ensure that the plot is maintained to an acceptable standard and to expedite the renting of the plot to a new Tenant.

## **20. GENERAL CONDITIONS OF TENANCY**

The Tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy of all allotments held by the Tenant being terminated. The Council's decision is final.

- 20.1** Prior to taking up tenancy of an allotment plot, the Tenant will be required to pay the annual rent in advance. Should a tenancy start part way through the year, the annual rent will be charged on a pro-rata basis.
- 20.2** The Tenant will not use the allotment for any other purpose than as an allotment.
- 20.3** The Tenant will keep the allotment clean, tidy, fertile and in a good state of cultivation. Cultivated plants should be maintained in active, healthy growth with care being taken to minimise the growth of invasive or alien species, noxious weeds and other species that are subject to legislative control.
- 20.4** Tenants are always expected to conduct themselves in an appropriate manner treating others with due respect; anti-social, nuisance or aggressive behaviour will not be tolerated. The Tenant must not cause damage to another Tenant's property or crops, nor to the infrastructure of the site e.g. paths, fences, gates etc.
- 20.5** Bonfires may only be lit at the times as illustrated in the Bonfire leaflet. In any case, bonfires must not be lit before:
- April to September - Do not light bonfires before 6pm.
  - October to March - Do not light bonfires before 4pm.

Once lit, a bonfire must not be left unattended until extinguished and no longer posing further risk of fire. Household rubbish must not be burnt on any plot; only items from a Tenant's plot may be added to a fire.

- 20.6** If a Tenant wishes to erect a shed, greenhouse or a poly tunnel on their allotment, prior approval must be sought from the Council by completing the relevant application form. Any such structure must be maintained in good condition, a shed/greenhouse should not exceed 8' x 6' and a poly tunnel should cover no more than a third of the area of the allotment. Sheds, greenhouses and poly tunnels should be of a temporary construction that will allow for their removal at some point in the future. They must not include asbestos, glass or any toxic material/s.

Once a Tenant decides to vacate their plot, the Council will decide if their shed, greenhouse or poly tunnel may remain in situ, however the contents must be removed. If the Council decides that a shed, greenhouse or poly tunnel needs to be removed (either on an existing or vacating Tenant's plot) this will be the responsibility of the Tenant. Should the Council need to arrange for the removal of a shed, greenhouse or poly tunnel, then the associated costs will be invoiced to the Tenant.

- 20.7** If a Tenant wishes to erect a fence on any part of their plot, then prior approval must be sought by writing to the Council to request permission; the material to be used and its location must be specified. Should permission be granted for the installation of a fence, this will relate solely to a wooden fence (painted/bare wood acceptable), no higher than 1 no. metre, which must not be a trip hazard nor affect any, impinge or block access to, any neighbouring plots or pathways. Any fence must be maintained in good condition. Once a Tenant decides to vacate their plot the Council will decide if the fence may remain in situ. If the Council decides that the fence needs to be removed, this will be the responsibility of the Tenant. Should the Council need to arrange for removal of any fencing, then associated costs will be invoice to the Tenant.
- 20.8** The Tenant must not enter any allotment other than their own, without the permission of the relevant allotment holder or in the case of a vacant allotment, the Council.
- 20.9** Tenants are required to notify the Council of any change of address, telephone number or email address as soon as possible.
- 20.10** No toxic or hazardous materials should be stored on the Allotment. Any pesticides or poisons such as rat bait must comply with current legislation regarding their use and storage. All such materials must be stored in a safe manner and not be allowed to become a hazard or nuisance to others.
- 20.11** The Tenant must not leave any tools or other equipment unattended on common pathways or other areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.
- 20.12** The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the Council accepts no responsibility for the loss of, or damage to, such items however caused, nor does the Council accept any responsibility for any injury caused by such items howsoever caused.
- 20.13** Glass must not be used on any allotment plot e.g. shed windows, greenhouses, clothes to negate injuries to any plot holder or visitor to the site.
- 20.14** Allotments must be used for the purpose of an allotment garden only. It must be wholly or mainly used to produce vegetables, flowers or fruit for the consumption by the leaseholder or his/her family. It must be kept free from weeds and every part must be maintained in good condition. It is expected that at least 75% of the plot will be kept cultivated.

- 20.15** All paths on the perimeter of each allotment plot are the responsibility of adjoining Tenants. Paths must not be undercut nor reduced to less than 600mm to avoid the creation hazards likely to cause trips or falls. Where undercut or reduced to 600mm or less in width then the responsible Tenant will be required to reinstate the paths.
- 20.16** All Tenants must ensure the clear display of supplied number/row markers on the edge of their plot nearest the middle path at all times in order to define their plot.
- 20.17** Where a mains water supply is provided by the Council, water may only be drawn and transferred by way of buckets or watering cans. The use of hosepipes is prohibited.
- 20.18** If dogs are brought on to allotment sites they must always be kept under control by way of lead or secure tether.
- 20.19** While kitchen cuttings and other compostable material may be used in making compost, cooked food waste is not permitted. No household refuse to be deposited on the Allotment site.
- 20.20** There is to be no fly tipping on site either by way of dumping surplus or waste materials (including vegetation) within the site boundary or by way of bringing on to the site materials and rubbish not required for the purposes of cultivation. Tenants will be responsible for disposing of all waste materials off site in an appropriate manner.
- 20.21** Chickens nor other livestock will not be kept on the Allotment site.
- 20.22** The Council has the right to refuse admission to any person attending the plot unless that person is accompanied by the Tenant or a member of the Tenant's family.
- 20.23** Disputes between Tenants will be referred to the Council, whose decision is final.
- 20.24** Cars shall not be parked in a manner likely to obstruct access to adjoining premises, facilities or Town Cemetery.

## **21. ADDITIONS TO POLICY**

From time to time the Council may add additional Rules as are necessary to maintain the infrastructure and integrity of the allotments and management thereof.

## **22. REPEAL OF RULES PREVIOUSLY IN FORCE**

This policy and all rules contained within supersede any policy in force by the Council.



Town Clerk: Miss Joy Norris MSc ACIS

The Town Hall, 1 High Street, Devon, EX15 1AB  
[town.clerk@cullomptontowncouncil.gov.uk](mailto:town.clerk@cullomptontowncouncil.gov.uk)  
01884 38249

### ALLOTMENT AGREEMENT

**THIS AGREEMENT** is made this **XXX** day of **XXX**. **BETWEEN CULLOMPTON TOWN COUNCIL** (hereinafter called "the Council") of the one part and **XXX** (hereinafter called "the Tenant") on the other part.

<b>Name:</b>	
<b>Address:</b>	
<b>Home Tel No:</b>	
<b>Mobile No:</b>	
<b>Email Address:</b>	

**WHEREBY** the Council agrees to let and the Tenant agrees to hire from the Council the Allotment numbered **XXX** at the Tiverton Road (Burrow Field) Allotment site.

*Please note the next para will depend on the individual plot conditions.*

*The current rent for this plot is **£xxx**. The next annual rent will be **£xxx** due on **xxx**. Please note the next annual rent due on **xxx** will increase to **£xxx**. The allotment plot requires attention and is therefore being offered free of rent until the next annual rent due on **xxx**, at a current annual rent of **£xxx**.*

This Tenancy Agreement is to be read in conjunction with the Allotment Policy, the Health & Safety Guide to Allotments and Other Guidance.

I have read and agree to the terms in this Allotment Agreement, the Allotment Policy dated **xxx** and Health & Safety Guidelines.

**SIGNED** .....  
Clerk of the Council's signature

**SIGNED** .....  
Tenant's signature

**SIGNED** .....  
Witness to Clerk's Signature

**SIGNED** .....  
Witness to Tenant's Signature

**DATED** .....

**DATED** .....

Copy: Cullompton Town Council  
Tenant

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### PRIVACY NOTICE

Cullompton Town Council is the Data Controller under the new data protection law and will use the information you provide to process your allotment plot tenancy agreement.

The legal basis for processing this data is the necessity for processing a contract. We will keep your data until you have been allocated an allotment and for six years following the termination of your allotment agreement. Our contact details for any queries is The Town Hall, 1 High Street, Cullompton, Devon EX15 1AB

In addition to enabling the Town Council to manage this contract we will retain your data to contact you if required on matters relating to the management of the allotment site. If you consent to us contacting you, please tick the boxes below.

We will not normally share your information with organisations other than our partner organisations without your consent. However, there may be certain circumstances where we would share without consent such as where we are required to do so by law, to safeguard public safety, and in risk of harm or emergency situations. Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Information you provide will only be used for the stated purpose. Further information about the processing of your data can be found on our website at <http://www.cullomptontowncouncil.gov.uk/>

Please confirm your consent below. You can grant consent to any or all of the purposes listed. You can change your consent at any time.

### KEEPING IN TOUCH

Yes please, I would like to receive communication by:

Post

Email

Telephone Home

Mobile

**Agenda Item 7**

**ALLOTMENT MAINTENANCE**

The following matters are brought to the attention of Trustees in order to be able to prioritise required works at Burrow's Field:

- a. **Cutting back of the hedge between Cullompton Cemetery and Burrow's Field.** It is noted that this hedge has become overgrown and requires to be cut back and crown lowered. The hedge is a mixture of species and will require cutting by hand and is considered beyond the capacity of the council staff to carry out the work as it will require working at height. Tractor mounted flailing machinery cannot be used as it would mean driving over either allotment plots (on the Burrow's Field side) or graves (on the Cemetery side); professional tree and hedge maintenance personnel will be required to conduct the work by hand at significant cost. It has been indicated by council staff that a basic cut back of the hedge from ground level could be conducted locally at charge backs rates for staff time.
- b. **Installation of an additional water stand pipe at the lower end of Burrow's Field.** Currently there are two stand pipes at Burrow's Field; one at the top of the site and one centrally located. There have been several requests for an additional stand pipe to be located at the lower end of the site. Town Council staff have indicated that this is work that can be undertaken locally (although it will have to be prioritised along with other work commitments) and the cost will be for materials (to extend the existing water supplies by approximately 50m using plastic water pipe buried below ground level to a sufficient depth unlikely to be reached by the cultivation of allotments by tenants. The cost will include materials (approximately £200) plus staff time (at charge back rates) to install.
- c. **Removal of was deposited beneath a tree at the Burrow's Field.** There have been some instances and, as a result, a relatively large pile of green waste deposited beneath an apple tree at Burrow's Field; it is unclear whether or not this green waste material has been deposited by allotment tenants or neighbouring properties. Neighbouring properties have been contacted to ask them to cease doing so. The cost of removal could be conducted by council staff (at charge back rates) but the budget should also include the cost of a skip. Although the material can be deposited in the already rented skip at the Cemetery, this skip will require replacement and emptying sooner than would normally be the case at a cost of £324.00.

- d. **Provision of a skip for waste removal by tenants from Burrow's Field.**  
The council has previously resolved to provide a skip every other year to allow the removal of waste material by tenants at Burrow's Field; the last occasions when this was done were December 2017, January 2019 (the latter was provided by the council to remove an old shed from an untenanted plot) and it is normally done in the Autumn; a skip is, therefore, due this autumn. The council's usual supplier of skips charge £324.00 on each occasion a skip is provided.

Report prepared by the Assistant Town Clerk  
Report Dated 22 October 2020

**SUPPORTING PAPER G**  
**Gift of A Burrow for Allotments Trustees**  
**27 October 2020**

**Agenda Item 9**

**Recommendation:**

- a. That the Gift of A Burrow For Allotments Trust does not lease the land known as Burrow's Field to Cullompton Town Council and that it continues to maintain its own Policy and Allotment Agreement.
- b. That the Gift of A Burrow For Allotments Trust agrees to duplicate Cullompton Town Council's Allotment Policy and Allotment Agreement unless there are overwhelming reasons for not doing so.
- c. That the Gift of A Burrow for Allotments Trust agrees to duplicate at Burrow's Field the rent demands made on tenants of the Top Field allotment field

**Background**

In accordance with Minute 10 of the Trustee's meeting of 19 March 2020, the matter of leasing the land known as Burrow's Field to Cullompton Town Council for management purposes has been investigated.

Currently, the Gift of A Burrow For Allotments Trust holds, on behalf of Cullompton Town Council (the Sole Trustee) title to the land known as Burrow's Field. This indenture is dated in 1925 and deeds the land to the council for use as an allotment field.

It is currently divided into 31 full plots, many of which are sub-divided into half plots; there are currently 55 tenants at the site.

The Meeting Administrator was tasked with establishing whether or not the land known as Burrow's Field could be leased to the council for a minimal rent with a view to standardising the management of the site, the Policies and Allotment Agreements applicable and the rents due on each plot.

**Rules on Leasing Land by Charities**

The rules governing the leasing of land are quite specific and can be found on the [gov.uk website](http://gov.uk). In these rules, there are, essentially, 2 things that are required to be considered.

Firstly:

“Before you start, you and the other trustees must be sure that:

- a. you have permission to sell or lease the property – either in your governing document or in the law.
- b. there is nothing in your governing document that prevents you selling or leasing the property.
- c. your charity actually owns the title to the property.
- d. the sale or lease is in the charity's best interests.
- e. if the property is designated for a particular purpose, such as a recreation ground, that the sale or lease doesn't go against this.

The law says you must:

- a. try to get the best deal for your charity.

- b. take written advice, including a valuation, from a qualified surveyor before you agree a sale or lease (although you don't need one for a short lease).
- c. advertise the sale or lease, unless the surveyor says otherwise."

Although it could be argued that the lease to Cullompton Town Council would be in the charity's best interests enabling common policies, agreements and rent, the law states that the charity must "try and get the best deal for your charity." It is arguable whether or not a "minimal rent" would fulfil this aim.

Secondly:

"You only need the [charity] commission's approval if you:

- a. want to sell or lease any land that your governing document says must be used for a particular purpose (unless you are replacing it with equally suitable property, and this doesn't go against the charity's purposes).
- b. don't want to follow the surveyor's advice, such as the price they suggest or the method of sale or lease.
- c. are specifically prevented from selling or leasing by your charity's governing document.
- d. intend to sell for less than the market value.
- e. want to sell or lease to someone connected to the charity, such as a trustee, employee or their relative."

The Indenture Document specifies that Burrow's Field is to be used as an allotment field and, this being the case, Charity Commission approval would be required before any lease of Burrow's Field to Cullompton Town Council.

Report by the Assistant Town Clerk.

Report date 20 October 2020