



Ref: Agenda/PLOS-07/06/2022

30<sup>th</sup> May 2022

Dear Sir/Madam

All Members of the Public Land and Open Spaces Committee are hereby summoned to the **Public Land and Open Spaces Meeting** that will take place on **Tuesday 7<sup>th</sup> June 2022** at the Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade commencing at 7:00pm, for the purpose of considering and recommending the business to be transacted as specified below.

Yours faithfully

A handwritten signature in black ink, appearing to read "Peter Tarrant", written over a horizontal line.

Peter Tarrant  
Town Clerk & Chief Executive

Distribution:            Committee Members            Press  
                                 Notice Boards

Committee Members:

- Cllr N North (Chairman)
- Cllr C Thomas (Vice Chairman)
- Cllr K Brown
- Cllr G Fage
- Cllr F Foster
- Cllr M Foster
- Cllr M Knight
- Cllr Mrs M Russell
- Cllr D Strachan
- Cllr R Pullinger
- Cllr J Woodhead

## **AGENDA**

### **1. APOLOGIES**

### **2. DECLARATION OF INTERESTS**

To receive Statutory Declarations of Interests from Members in relation to:

- (a) Disclosable Pecuniary interests in any agenda item
- (b) Non-Pecuniary interests in any agenda item

### **3. PUBLIC OPEN SESSION**

A period of up to 15 minutes is permitted to allow members of the public to ask questions that are pertaining to matters listed on this Agenda.

Please register in advance for this webinar:

**[https://us06web.zoom.us/webinar/register/WN\\_06LOEGwiReG1q-kDsimKkg](https://us06web.zoom.us/webinar/register/WN_06LOEGwiReG1q-kDsimKkg)**

Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

### **4. MINUTES OF MEETING**

- a. For Members to receive the approved minutes of the Public Land and Open Spaces Committee meeting held on **Tuesday 1<sup>st</sup> February 2022**.

### **5. MATTERS ARISING**

- a. From the minutes of the Public Land and Open Spaces Committee meeting held on **Tuesday 1<sup>st</sup> February 2022**.

### **6. ITEMS FOR CONSIDERATION**

- a. **Play Areas Project**

For Members to consider a written report on procurement for the play areas project from the Head of Governance & Strategic Partnership and the Public Realm Manager.

- b. **Allotments Plan 2022-2023**

For Members to consider an oral update from the Town Clerk & Chief Executive and the Head of Governance & Strategic Partnership.

- c. **Allotments Policy and Terms and Conditions**

For Members to consider the policy and terms and conditions, including the track changes.

- d. **Memorial Bench – Dan Albone**

For Members to consider the email request as attached.

- e. **Memorial Tree – Stratton Way Cemetery**

For Members to consider the email request as attached.

### **7. ITEMS FOR INFORMATION**

- a. **Planters, Planting & War Memorial**

For Members to receive an oral update from the Public Realm Manager on the planting arrangements in the town and the War Memorial.

b. **War Memorial**

For Members to receive an oral update for the Public Realm Manager regarding the repair work and cleaning.

c. **Great Big Green Week 2022**

For Members to receive an oral update from the Place Shaping Manager. The link to the Great Big Green Week 2022 website is [here](#).

d. **Linear Wood & Saxon Gate Pocket Park**

For Members to receive an oral update from the Head of Governance and Strategic Partnerships.

**8. PUBLIC OPEN SESSION**

A period of up to 15 minutes is permitted to allow members of the public to ask questions. (Members of the public will be allowed **one three-minute slot**).

Please register in advance for this webinar:

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Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

**9. EXEMPT ITEM**

The following resolution will be **moved** that is advisable in the public interest that the public and press are excluded whilst the following exempt item issue is discussed.

(10a Apollo Gardens)  
(10b Eight Play Areas - Kings Reach)

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.



**MINUTES OF THE BIGGLESWADE TOWN COUNCIL  
PUBLIC LANDS & OPEN SPACES COMMITTEE MEETING HELD ON  
TUESDAY 1<sup>st</sup> FEBRUARY 2022  
AT 7PM AT BIGGLESWADE TOWN COUNCIL OFFICES, THE OLD  
COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE, SG18 8DL**



**PRESENT:**

Cllr F Foster (Chair)  
Cllr C Thomas (Vice Chair)  
Cllr K Brown  
Cllr G Fage  
Cllr M Foster  
Cllr M Knight  
Cllr M North  
Cllr D Strachan  
Cllr I Bond (Non-Committee Member)

Mr P. Tarrant – Town Clerk & Chief Executive, Biggleswade Town Council  
Mr K. Hosseini – Head of Governance & Strategic Partnerships, Biggleswade Town Council  
Mr P. Truppinn – Head of Place Shaping & Town Centre Management, Biggleswade Town Council  
Mrs W. Solomon – Head of Finance & Planning, Biggleswade Town Council  
Ms H. Calvert – Administration & HR Manager, Biggleswade Town Council (Meeting Administrator)

Members of the Public - 0

**Meeting Formalities:**

Following a reminder to meeting attendees, both panel and public, that this is a formal meeting, the Chairman advised that members of the public will be given an opportunity to speak during public open session but not at other times. The meeting is being filmed and by being present attendees are deemed to have agreed to be filmed and to the use of those images and sound recordings. The Chairman advised that attendees should not disclose any personal information of individuals as this would infringe the Data Protection Rights of that individual. The Chairman asked everyone to mute their microphones when not speaking.

The Chairman advised that the following items on the Agenda have been moved to the exempt session as a result of consideration by the Committee:

**Item 7e: Wildflower Meadow**

**Item 7f: Apollo Gardens Play Area and Financial Settlement**

**Item 7g: Future adoption of Play Areas**

**Item 7i: Drove Road Chapel / Cemetery**

**1. APOLOGIES FOR ABSENCE**

Cllr M Russell, Cllr R Pullinger.

**ABSENT WITHOUT APOLOGIES**

None.

**2. DECLARATIONS OF INTEREST**

**a. Disclosable Pecuniary interests in any agenda item:**

None.

b. **Non-Pecuniary interests in any agenda item:**

Cllr D Strachan – Item 7f - Apollo Gardens Play Area and Financial Settlement.

3. **PUBLIC OPEN SESSION**

None.

4. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. Members received the Minutes of the Public Lands & Open Spaces Committee Meeting held on **Tuesday 28<sup>th</sup> September 2021** at the Offices of Biggleswade Town Council, The Old Court House, 4 Saffron Road, Biggleswade, SG18 8DL.

Cllr North should be added as an attendee.

Subject to this change, the Minutes were **APPROVED.**

5. **MATTERS ARISING**

- a. From the Minutes of the Public Lands & Open Spaces Committee Meeting held on Tuesday 28<sup>th</sup> September 2021.

None.

Cllr G Fage entered the Council Chamber at this point.

6. **ITEMS FOR CONSIDERATION**

- a. **Play Areas Strategy:**

i. **YEAR ZERO 2021/2022**

**Buttercup Mead:**

The Head of Governance & Strategic Partnerships stated that Members are asked to consider recommendations in the report set out in the Agenda for this play area following a Consultation with residents on this street, which ran between 9<sup>th</sup> November 2021 and 6<sup>th</sup> December 2021. The proposal is for the play park to either be replaced by a landscaped seating area, or with plain grass. Two responses were received from residents to the consultation, both effectively calling for some of the current play park features to be incorporated into any proposed landscaping plans. Officers would undertake to update all residents of Buttercup Mead on the outcome of this item at this Committee Meeting.

The Town Clerk & Chief Executive advised Members that S106 funding of approximately £5k will be drawn down from Central Bedfordshire Council towards the cost of this project.

It was **RESOLVED** that the Town Council remove all current play equipment from the site and grass over the whole area and provide a small seating area.

ii. **YEAR ONE – 2022/2023**

**Updating and refurbishing of two smaller play areas**

The Head of Governance & Strategic Partnerships and the Public Realm Manager introduced their proposals relating to the playground equipment items for Poppyfields 1 and Playfield Close.

The Town Clerk & Chief Executive reiterated to Members that the funding for these proposals would be drawn down from the anticipated Public Works Loan agreed in a previous Town Council Meeting.

Members requested all paperwork relating to finance for projects be included in the agenda. There was discussion around understanding the demographics of the population around those play areas to help Members understand whether these plans meet the needs of the population. Members suggested potentially reviewing demographics via a Post Office PAF File or the results of the 2021 Census which have now been published. The Public Realm Manager stated he had spoken with residents around those play areas and taken feedback on their desires for the play park. The proposal Members were being asked to consider includes the desires of those who participated in the discussions.

The Town Clerk & Chief Executive confirmed that there is one quote for £14k that provides an indicative sense of the cost for Members.

Cllr Knight requested that all future proposals that form part of the Play Areas Strategy include demographics and three costings for the proposals.

It was **RESOLVED** to **APPROVE** a) the recommendation that the Town Council proceed with upgrading the play areas at Poppyfield 1 and Playfield Close with an indicative sum of £14k, b) replacing two units in each playground, c) proceeding with drawing down the funds from the Public Works Loan to progress the upgrades to both parks at the appropriate time.

Cllr G Fage asked the Committee to consider making good the wooden structures being removed from play areas and including those in the Green Wheel as items of interest.

**Franklins Play Area**

Cllr F Foster advised Members that he had examined the plan and the related pictures/prices for the individual equipment items and had arrived at a figure of around £68k and pointed out that this figure, together with the £14k already discussed for the Playfield Close and Poppyfield 1, is considerably less than the overall £122k budget for the 2022/23 play area improvements.

The Head of Governance and Strategic Partnerships then advised the meeting that actually, the £122k figure would be almost used up on Franklins alone because of the labour costs involved.

The Town Clerk then clarified the position that the expenditure on Franklins will have to be reduced by £14k to keep the overall expenditure to the £122k budget.

Cllr M. Foster wished to record his concern about the lack of information and clarity provided by the agenda and the accompanying papers. He requested that in future, as a matter of course, all relevant information be included in a clear understandable manner bearing in mind that the information provided should be designed to be helpful to public at large as well as to

Members. Members should not have to ask for relevant information at the meeting when it could and should have been included with the agenda. Cllr M. Foster was verbally supported by Cllr Knight, Cllr Strachan, and Chairman Cllr F. Foster with visual indications of support from other Members.

Members discussed a number of issues relating to this proposal, including having colour co-ordinated play equipment which would look more professional; Officers will need to investigate disabled access to this site as there is a kissing gate allowing entrance to the park, detail to be provided relating to soft equipment costs to support the play areas; information on what will be happening with the pool area on the park; opportunities for residents to be able to purchase memorial plaques and minimum donation on benches installed in play areas.

It was **RESOLVED** that the PLOS Committee support the principle of upgrading Franklins Recreation Ground but defer the final decision for a more detailed review to be made at the next PLOS Committee meeting of 7<sup>th</sup> June 2022. The review should include:

- a clear vision for the Franklins Recreation Ground as a whole;
- with more detailed scale drawings for the whole park;
- including information on different zones for different age groups and different equipment zones;
- details on the areas where adults and carers will wait for and observe their children;
- equipment warranties and estimated longevity are clearly outlined;
- the play surfaces to be accommodated are stipulated;
- any necessary landscaping is clearly identified; and
- financials are provided to Councillors in accordance with Financial Regulations.

## **7. ITEMS FOR INFORMATION**

### **a. Jubilee Recreation Area**

The Head of Governance & Strategic Partnerships updated Members on the current status. Officers have written to Bellway about the fence/hedge across the pathway between Jubilee Recreation Area and the Larkinson Avenue development site.

Members and Officers discussed potential ideas for the pathway, soft seating and landscaping.

Officers will provide an update at the next PLOS Committee meeting of 7<sup>th</sup> June 2022.

### **b. Allotment Storage Building**

The Town Clerk & Chief Executive updated Members that this item has been added to the annual budget for 22/23. The Public Realm Manager is collating quotes and these will be presented to the next PLOS Committee meeting of 7<sup>th</sup> June 2022.

### **c. Allotment Track Improvement and Maintenance**

The Town Clerk & Chief Executive updated Members on this item. The Public Realm Manager has been liaising with Central Bedfordshire Council relating to responsibility for the track and roadway on the allotments. Officers will escalate this to the appropriate CBC Director if there is no information forthcoming in the next week.

d. **Allotment Directional Signage**

The Public Realm Manager advised Members he is still awaiting a response from Central Bedfordshire Council for directional signage from Saxon Way roundabout.

Cllr F Foster asked that when an update is available on this item that an email be sent to all Committee Members to update them.

e. **Wildflower Meadow**

It was **RESOLVED** that this item would be discussed separately under the Exempt Session of this Meeting.

f. **Apollo Gardens Play Area and Financial Settlement**

It was **RESOLVED** that this item would be discussed separately under the Exempt Session of this Meeting.

g. **Future adoption of Play Areas**

It was **RESOLVED** that this item would be discussed separately under the Exempt Session of this Meeting.

h. **Tree Inventory**

The Public Realm Manager updated Members that the Tree Inventory, conducted by a professional organisation, was completed in 2021. Most of the trees are in good condition and some minor recommended arborial work will commence in April 2022.

The Public Realm Manager stated he would provide Members with a full Notice of Works for all tree works going forward. Cllr F Foster asked for all works to be advertised on the Council website going forward.

i. **Drove Road Cemetery / Chapel**

It was **RESOLVED** that this item would be discussed separately under the Exempt Session of this Meeting.

**13. PUBLIC OPEN SESSION**

a. None.

**14. EXEMPT**

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council resolve to exclude the public and press by reason of the confidential nature of the business about to be transacted.

(15a: Wildflower Meadow)

(15b: Apollo Gardens Play Area and Financial Settlement)

(15c: Future adoption of Play Areas)

(15d: Drove Road Cemetery / Chapel)



15. **EXEMPT**

a. **Wildflower Meadow**

Members received an update from the Town Clerk & Chief Executive. Central Bedfordshire Council has confirmed it does not wish the Town Council to use any part of the Wildflower Meadow to extend the allotment offer.

Officers are continuing to search for alternative allotment sites.

b. **Apollo Gardens Play Area and Financial Settlement**

Members were given an oral update on the current status on this play area. Officers are in contact with the developer's legal representatives to progress transfer of this playground within the 21/22 financial year.

c. **Future adoption of Play Areas**

The developer has opened dialogue relating to the transfer of various play areas across Biggleswade to BTC. Officers will continue to engage with them to progress the adoption of these play areas on the Kings Reach Estate.

d. **Drove Road Cemetery / Chapel**

The Town Clerk & Chief Executive updated Members on the planned Drove Road Cemetery and Chapel Works. Officers are working towards the funding strategy as agreed by the Town Council Meeting of 11<sup>th</sup> January 2022. The Intention to Offer letter has been submitted to the successful tender provider. A provisional start date will be agreed in due course.

It was noted that Financial Regulations may need to be suspended as only one quote can be sourced for the project management aspect.

The Chairman closed the Meeting at 8:43pm

**BIGGLESWADE TOWN COUNCIL**  
**Public Land and Open Spaces Committee Meeting 7<sup>th</sup> June 2022**  
**Play Areas Project**

**Implications of Recommendations**

**Corporate strategy:** PROJECT PLAY AREAS: a key aspiration for the Town Council

**Finance:** Delivered via a successful PWLB application assumption

**Equality:** The project will be fully inclusive via equipment type and application

**Environment:** The project conforms with sustainability principles

**Community Safety:** The project maximises safety and cohesion and is applied sensitively.

**Background**

The Play Areas project was launched at the PLOS Committee on 1<sup>st</sup> February 2022. An indicative budget with annual allocations was agreed at subsequent Finance & General Purposes Committee and Town Council meetings. Members resolved to prioritise work on Buttercup Mead and Franklins play areas.

**Summary**

As part of the wider project plan, Officers have consulted with residents of Buttercup Mead on the regeneration of the small existing play area. The work to this area has now been completed applying s106 funding (£5,679). Annex A includes photos of the new look for the area. A new single bench and refuse bin have been procured and will be installed in early July. Officers will prepare a comms and associated update.

Officers are mindful of the challenging procurement climate which has been experienced to date. This has been exacerbated by the pandemic, raw materials shortages, logistics bottlenecks, and suppliers having close to full order books. As a result, Officers have embarked on two solutions which taken together will deliver the required traction.

**1. Society of Local Council Clerks (SLCC) - Preferred Option**

Officers have in tandem sourced 7 fresh sector specific suppliers using avenue. The NALC and SLCC provide suppliers with sector specific suppliers to local councils with simple tender consisting of two documents (a town familiarisation and an outline specification for up to 16 areas, both being drafted) will be issued in mid-June with an expected supplier response for July. The simple tender will be placed in notice boards to establish the degree of interest in the project. This action broadly conforms to the project timeline, as the Town Council navigates through the PWLB consultation process.

**2. Crown Commercial Service (CCS) - Default Option**

To deliver greater certainty, Officers have engaged with the CCS and have accessed two possible frameworks, '*Construction Works and Associated Services*' and '*Construction Works and Associated Services 2 (CWAS2) / ProCure 23 (P23)*'. Having assessed this option against the NALC standards, Officers consider that this course would be challenging to achieve success.

The CCS is not naturally configured towards local parish councils, even if Biggleswade Town Council has a large footprint. The two frameworks contain suppliers based on wholly construction and do not in the main, specialise in play areas. The CCS can only be considered a default option.

Officers have though, using the CCS, opened an account with the 'Tenders electronic Daily' for routine commercial alerts.

## **Project management Document**

Officers have commissioned within the project plan and at an indicative cost of £500, digital play area renderings/drawings for play areas. This will professionalise the offer for the coming months by allowing nimble changes to specifications.

### **Recommendations**

That Members note and agree to;

- Officers placing a simple tender with Contract Finder, posting a notice in town, using the methodology outlined by the SLCC.
- Officers as a default position subsequently placing a simple tender on the CCCS frameworks.

Karim Hosseini  
**Head of Governance & Strategic Partnerships**

Jonathan Woolley  
**Public Realm Manager**

Annex A  
Buttercup Mead Photos





**BIGGLESWADE TOWN COUNCIL**  
**Public Land and Open Spaces Committee Meeting 7<sup>th</sup> June 2022**  
**Allotment Policy and Terms & Conditions**

**Implications of Recommendations**

**Corporate strategy:** The policy is a key component to the wider aspirations for Biggleswade

**Finance:** N/a

**Equality:** N/a

**Environment:** The policy delivers a clean and sustainable allotment environment

**Community Safety:** The policy improves community safety

**Background**

The Allotments policy has been in force since 2016. The separate Terms and Conditions document has been in force since 2017.

**Summary**

Officers have reviewed both documents to align them well and bring the policy up to date.

**Recommendations**

That Public Land and Open Spaces Committee Members consider the aligned documents and approve them for publishing.

Karim Hosseini  
**Head of Governance & Strategic Partnerships**

Karen Saunders  
**Administration**



## BIGGLESWADE TOWN COUNCIL

### ALLOTMENT POLICY

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## **INTRODUCTION**

Allotments are an important asset, providing a wide range of benefits to both communities and the environment. They are not just a way of producing good and low cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, vegetables and flowers.

This Policy supports and builds on Biggleswade Town Council's Corporate Strategy "Doing the best for Biggleswade" 2016-2020, which includes in its priorities building a sustainable town, building a single community and providing needed amenities.

## **DEFINITION**

The Allotment Act 1922 defines the term "allotment" as "an allotment not exceeding 40 poles [1011.72m<sup>2</sup>] in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family."

## **PURPOSE**

The policy will:

- set standards for the provision of allotments
- encourage the uptake of allotments
- seek to improve the standard of service provision
- improve the financial position of the service

## **GOOD PRACTICE**

- a. A clear commitment to a high-quality allotment service.
- b. A vision encompassing the provision of allotment sites with good facilities and plots in sufficient numbers to satisfy all newcomers.
- c. Effective and inclusive policies to promote the use of allotment to the whole community.
- d. A financial strategy to enable the achievement of other aspects of good practice.
- e. Commitment to working with other stakeholders in the allotment service to achieve wider objectives for the community.
- f. A spirit of innovation.
- g. Efficient procedures for managing the allotment service on a day-to-day basis.
- h. Assessing the need for allotments

## **ASSESSMENT OF NEED**

In accordance with its statutory duty (Small Holdings and Allotments Act, 1908.S23), the Council will periodically assess the need for additional allotments in the Town over and above those currently provided by the Council and other private providers. Where there is a shortfall as set out in the Act, it will strive to help satisfy that need.

## **POLICY**

### **1. Age and Residency for Allotment Tenancies**

Biggleswade Town Council will only grant new allotments to people living within the Parish boundary who are a minimum age of 16 years.

Once a tenant permanently moves out of the Parish boundary he/she will be required to give up the tenancy of their allotment garden. Existing tenants who already live outside of Biggleswade Parish will be allowed to retain their allotment garden until they vacate in the future.

### **2. Allocation**

Allotments will be offered on a “first come, first served” basis and when required a waiting list will be used by the Council. Individuals will be placed on the list in date order upon receipt of a request in writing or by phone.

When a plot becomes vacant it will be offered to the person at the top of the list. Should the person at the top of the list decline the first offer they will be offered another plot if available. If the second plot is refused by the applicant, then they will be removed from the list. They can subsequently re-apply and be placed at the bottom of the list.

It is the responsibility of all tenants to keep the Council informed of any change in their personal details. Biggleswade Town Council will periodically contact those on the waiting list to ensure details are correct and that individuals wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council reserves the right not to grant an allotment tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues.

### **3. Subletting/Co-Workers**

A co-worker is someone who assists the allotment tenant with the maintenance of an allotment. However, co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co-workers is not permitted and the tenant must still have a regular involvement in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot even if he or she chooses to nominate a co-worker.

Co-workers are obliged to abide by the Allotment Rules and Conditions. Any breaches of the Allotment Rules and Conditions will result in a review of the tenancy. The tenant, therefore, is responsible for the co-worker's actions at all times and both tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of, and comply with, the allotment tenancy rules.

#### 4. Rent

Allotment rent is payable to the Council from the first day of September each year and throughout the continuation of the allotment garden tenancy. The rent invoice must be paid in full within 40 days of receipt after which period the Council can legally give 30 days' notice to quit for non-payment or any shortfall in payment. Allotment rents will be reviewed each year and may be adjusted due to increased costs.

Allotment Fees:

DESCRIPTION	2016/2017 FEES BIGGLESWADE
Rent of plot (Small Plot) 10m x 5m	£19.00
Rent of plot (Large Plot) 20m x 5m	£31.00
Rotovation	£11.68 + VAT (£14.00)

#### 5. Use of Land

The land is to be used solely as an allotment plot in accordance with the relevant Allotment Acts and this Allotment Policy. Any business use is strictly prohibited.

#### 6. Cultivation

Tenants must keep their plots clean and tidy, in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots.

Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment.

#### 7. Use of Chemical Sprays and Fertilisers

The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotments. Should any damage occur, then the tenant will make good or replant as necessary. Spraying should only take place when conditions are still and calm.

## **8. Nuisance**

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment or to the owners or occupiers of any adjoining or neighbouring land nor to obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property. The Tenant will be liable for any damage caused to adjoining landowners or neighbouring tenants' plots.

Any allotment tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to quit. The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property.

## **9. Restriction on Assignment**

The tenant may not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

## **10. Vehicles**

The allotment tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment. Tyres must not be brought onto allotment garden sites. No vehicle is to be run on the internal roadways when the ground is soft to prevent rutting.

## **11. Water Usage**

No tenant shall use a hose-pipe, sprinkler or other long term watering device on the allotment plot.

## **12. Trees and Shrubs**

No ornamental or forest trees or shrubs should be planted on the allotment.

## **13. Hedges, Fences, and Boundary Features**

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed and keep in good repair any existing boundary fences and gates on the allotment plot. Allotment plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause them to lean or rot, and impede any maintenance. Any boundary disputes should be referred to the Council to resolve.

## **14. Buildings and Structures**

### **Rules for the construction of sheds and other structures**

Please see Appendix 1, pages 11 – 12

## **15. Barbed Wire**

The tenant of an allotment must not use barbed wire or razor wire for a fence adjoining any path set out by the Council.

## **16. Restrictions on Cropping**

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. No bush, tree or crop should be planted which requires more than 12 months to mature.

## **17. Depositing Refuse/Disposal of Rubbish**

The tenant is responsible for disposing of all rubbish from the allotment. Small compost areas on individual plots are encouraged to dispose of green waste only. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment site, particularly un-utilised plots, (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must not add to any illegal rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment. Only biodegradable membrane should be used to suppress weeds.

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment or put onto an allotment compost heap.

## **18. Bonfires/Burning Rubbish**

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Small bonfires are allowed as long as they are kept under control and constantly tended. Smoke from bonfires can be annoying to neighbouring tenants, ruining the enjoyment of their allotment. Causing a nuisance in this way could lead to the termination of a tenancy.

## **19. Dogs**

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

## **20. Livestock**

No livestock or animals of any kind should be kept on the allotment.

## **21. Advertisements**

The tenant is not to display, or permitted to display on any part of the allotment; signs, notices, placards, advertisement or writing of any kind, other than the plot letter or number and any advertising for the Biggleswade Allotment Group (BAG).

## **22. Inspection/Failure to Comply**

The tenant will permit any Officer of the Council to enter onto the allotment at any time to inspect its state and condition. Tenants who fail to comply with this lettings policy will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings and ultimately the Council has the power to give tenants Notice to Quit as per the allotment tenancy agreement between the Council and allotment tenant

## **23. Tenancy Agreement**

The Tenant will receive two copies of the Tenancy Agreement. "Our Copy" should be returned to the Town Council, duly completed, as soon as possible. If a Tenancy Agreement is not received within a calendar month, the Town Council will assume the allotment is no longer required and will offer it to the next person on the waiting list.

Once the Tenancy Agreement has been signed, The Tenant will receive an invoice for payment. If a payment is made before the invoice has been raised, then it will state "Paid with Thanks".

Invoices will be paid pro rata.

## **24. Termination of Tenancy**

The tenant must hand back to the Council vacant possession of the allotment on the termination of the tenancy, in a condition consistent with these rules.

The tenancy shall terminate on the death of the tenant and may also terminate in any of the following manners:

- a) by either party giving to the other three months' notice in writing.
- b) re-possession by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- c) re-possession by the Council at any time after giving one month's previous notice in writing to the Tenant.
- d) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
- e) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.

## **25. Service of Notice**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer 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 him there or by fixing the notice in a conspicuous manner on the allotment AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Town Clerk.

## **26. Change in circumstances**

The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant. Tenants who are unable to work their plot as a result of illness or have other reason for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit.

## **27. Children**

Children are welcome on allotment sites and must be carefully supervised at all times by a responsible adult for their own safety.

## **28. Legal Obligations**

The tenant of an allotment garden must at all times observe and comply fully with all laws and regulations. They must not hold the Council liable for loss or damage due to incidents beyond its reasonable control, including but not limited to theft, vandalism, fire, flood or drought.

## **29. Enforcement**

The following enforcement procedure will apply:

- a. **Informal Warning** – Tenants who fail to comply with their tenancy agreement will be contacted by post and requested to address issues of non-compliance.
- b. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

## **30. Power of Eviction**

In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate notice to quit, without progression through stages 24a and 24b of the procedure.

**BIGGLESWADE TOWN COUNCIL RULES APPLICABLE TO THE ERECTION OF  
SHEDS, GREENHOUSES AND OTHER STRUCTURES ON AN ALLOTMENT**

**1) Approved Specification for Sheds, Greenhouses and Poly-tunnels**

A plot holder is allowed to erect a single shed, greenhouse and a poly-tunnel on their plot, but only if they meet the following guidelines:

Sheds should be used solely for storing materials for use on the allotment garden. Because of the risk of break-ins, it is not advisable to store any valuable items in wooden sheds. Tenants are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover.

**2) Dimensions**

The maximum size of a shed (or greenhouse) permitted is no more than four feet square.

**3) Construction**

- a) **Glazing** - Glazing in greenhouse must be with horticultural P.V.C. type material, not glass.
- b) **Roof** - Proper guttering may be fitted, leading to a water butt or tank which must be sunk into the ground for stability.
- c) All sheds, greenhouses and water containers must be kept in good condition at all times.



**BIGGLESWADE TOWN COUNCIL**  
The Old Court House, 4 Saffron Road, Biggleswade, SG18 8DL  
Tel: 01767 313134



**TERMS AND CONDITIONS FOR TENANCY OF ALLOTMENT  
AT KENNEL FARM ROAD, BIGGLESWADE**

**1. Interpretation of Terms and Conditions**

Throughout these terms and conditions the expression "the Council" shall mean Biggleswade Town Council and includes any Committee or Officers of the Council or any Allotment Managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972.

**2. Eligibility of Tenants of Allotment**

Allotments may be let at the discretion of the Council to any suitable applicant residing within the Town Council boundary of Biggleswade.

**3. Rent**

The Tenant shall pay a yearly rent on the first day of September in each year. The initial payment will be determined by the Council when the allotment is first taken over. The yearly rent may be reviewed annually by the Council and the Tenant will be notified accordingly.

Failure to pay within the time limits may result in termination or refusal to renew the allotment lease. Any change in tenant circumstances, including change of address or contact details must be communicated immediately to the Council.

From April 2017 a refundable deposit of £50 is required for all new tenants. This will also be applicable to current tenants who wish to acquire an additional plot as from September 2018.

**4. Terms and Conditions**

By accepting and continuing to use an allotment the Tenant agrees to comply with the following Terms and Conditions:

- a) to pay the rent in advance hereby reserved on the first day of September in every year during the continuance of the tenancy without any deductions whatsoever.
- b) to pay a refundable deposit of £50. The deposit will be refunded only if the allotment is handed back to the standard required by BTC.
- c) to use the allotment as an allotment and for no other purpose.
- d) to keep the allotment clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or roadway included therein or abutting thereon reasonably free from weeds.

N.B. The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant(s) failure to keep it clean and in a good state of fertility.

- e) not to cause or permit any nuisance or annoyance to the occupier of any other allotment or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment within the said allotment site.
- f) not to under-let assign or part with the possession of the allotment or of any part thereof without the prior consent of the Council in writing.
- g) not to erect any building upon the allotment having a floor area of more than four feet square and to ensure that any such smaller building shall be sited at the end of the allotment nearest to the communal roadway.
- h) not to use a hose-pipe, sprinkler or other long-term watering device on the allotment.
- i) not to run any vehicle on the internal roadways when the ground is soft causing rutting.
- j) not to dump any allotment waste on any perimeter area or adjoining land or on any unutilised allotment or in any adjacent waterway.
- k) to ensure that any dog brought onto the allotment site is securely held at all times on a leash and that any dog foul is removed.
- l) to notify forthwith the Council of any change of address or contact details of the Tenant.
- m) to yield up the allotment at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- n) to permit any Officer or other agent or representative of the Council to enter on the allotment and inspect the condition thereof and of any building erected or being erected thereon.
- o) to be liable for any damage caused to neighbouring tenants, (or adjoining landowners).
- p) not to plant any tree or bush or any crop requiring more than twelve months to mature.
- q) not to use any barbed or razor wire for any fence adjoining any path set out by the Council for the use of the occupiers of the allotment.
- r) not to keep any livestock or animals of any kind on the allotment.
- s) when using any sprays or fertilisers take on all reasonable care to ensure the adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur.
- t) to observe and perform any other special conditions which the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6 of this Agreement.

- u) not to hold the Council liable for loss or damage due to incidents beyond its reasonable control including but not limited to theft, vandalism, fire, flood or drought.

## **5. End of Tenancy**

The tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:

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

## **6. Notices**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer for the time being 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 him there or by fixing the notice in a conspicuous manner on the allotment AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Clerk of the Council for the time being.



## BIGGLESWADE TOWN COUNCIL

### ALLOTMENT POLICY

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## INTRODUCTION

Allotments are an important asset, providing a wide range of benefits to both communities and the environment. They are not just a way of producing good and ~~low-cost~~low-cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, ~~vegetables~~vegetables, and flowers.

This Policy supports and builds on Biggleswade Town Council's 'Aspirations for Biggleswade 2021-2025,' which includes as part of its priorities building a sustainable town, promoting a healthy environment, building a single community and providing needed amenities.

## DEFINITION

The Allotment Act 1922 defines the term "allotment" as "an allotment not exceeding 40 poles [1011.72m<sup>2</sup>] in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family."

## PURPOSE

The policy will:

- set standards for the provision of allotments
- encourage the uptake of allotments
- seek to improve the standard of service provision
- improve the financial position of the service.

## GOOD PRACTICE

- a. Assessing the need for allotments.
- b. A clear commitment to a high-quality allotment service.
- c. A vision encompassing the provision of allotment sites with good facilities and plots in sufficient numbers to satisfy all newcomers.
- d. Effective and inclusive policies to promote the use of allotments to the whole community.
- e. A financial strategy to enable the achievement of other aspects of good practice.
- f. Commitment to working with other stakeholders in the allotment service to achieve wider objectives for the community.
- g. A spirit of innovation and sustainable custodianship.
- h. Efficient procedures for managing the allotment service on a day-to-day basis.

## ASSESSMENT OF NEED

In accordance with its statutory duty (Small Holdings and Allotments Act, 1908,S23), the Council will periodically assess the need for additional allotments in the Town over and above those currently provided by the Council and other private providers. Where there is a shortfall as set out in the Act, it will strive to help satisfy that need by sourcing suitable land within the town boundaries.

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## POLICY

### 1. Age and Residency for Allotment Tenancies

Biggleswade Town Council will only grant new allotments via a signed tenancy agreement to people living within the Parish boundary who are a minimum age of 18 years. ~~In cases where the applicant is under 18, the Council will require a tenancy agreement to be signed by a responsible adult.~~

Once a tenant (listed as the primary person on the tenancy agreement) permanently moves out of the Parish boundary, ~~he/she will automatically be required to give up the tenancy of their allotment garden will automatically terminate.~~ Existing tenants who ~~already live outside of Biggleswade Parish will be allowed.~~ The Council reserves the right to terminate to retain their allotment gardens for tenants who are living out of the Parish boundary. ~~until they vacate in the future. [Delete sentence contradictory]~~

### 2. Allocation

Allotments will be offered on a “first come, first served” basis and when required a waiting list will be used by the Council. Individuals will be placed on the list in date order upon receipt of a request in writing ~~or by phone~~. The priority will be to allocate a plot to each new applicant first to ensure fairness to all applicants. The Council will maintain and monitor the waiting list and ensure that for as long as there are applicants waiting for an available plot, no existing tenant with a plot will gain additional plots.

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When a plot becomes vacant it will be offered to the person at the top of the list for them to accept. If applicants decline the offer of a plot, ~~offer~~ they can subsequently re-apply and will be placed at the bottom of the waiting list.

It is the responsibility of all tenants to keep the Council informed of any change in their personal details. Biggleswade Town Council will periodically contact those on the waiting list to ensure details are correct and that individuals wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council reserves the right not to grant an allotment tenancy where there is evidence of previous plot misuse or a history of enforcement action for ~~such~~ matters including as non-payment of rent, tenancy conduct, plot maintenance, anti-social behaviour to other plot holders and Council staff, or cultivation issues.

### 3. Subletting/Co-Workers

A co-worker is someone who assists the allotment tenant with the maintenance of an allotment. ~~However~~, co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co-workers is not permitted and the tenant must still demonstrate regular participation in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot even if he or she chooses to nominate a co-worker.

Co-workers are obliged to abide by the Allotment Rules and Conditions and generally accepted standards of good behaviour. Any breaches of the Allotment Rules and Conditions and good behaviour standards will automatically result in a review of the tenancy. ~~The tenant, therefore, is responsible for the co-worker's actions at all times~~ is always thus responsible for the co-worker's actions and both tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of, and to comply with, the allotment tenancy ~~terms and conditions~~ rules.

#### 4. Rent

Allotment rent is payable to the Council from the first day of September each year and throughout the continuation of the allotment garden tenancy. The rent invoice must always be paid in full within 340 days of receipt. ~~If an account falls into arrears, after which period,~~ the Council can legally give 30 days' notice to terminate the tenancy for non-payment or any shortfall in payment. ~~The Council reserves the right to charge interest for late payment.~~ Allotment rents will be reviewed each year and may be adjusted due to increased costs.

Allotment Fees:

DESCRIPTION	<u>Sep 2022/Aug 2023 FEES</u> <b>BIGGLESWADE</b>
Rent of plot (Small Plot) 10m x 5m	£36.00
Rent of plot (Large Plot) 20m x 5m	£51.00
<u>Deposit</u>	<u>£150.00</u> <del>—Refundable if tenant fully complies with all obligations, plot is left in a good condition—</del> <u>aAdditional costs may be incurred as a result of any terms and conditions being breached if the plot is left in a sub standard condition</u>

#### 5. Use of Land

The land is to be used solely as an allotment plot in accordance with the relevant Allotment Acts and this Allotment Policy. Any business use is strictly prohibited.

#### 6. Cultivation

Tenants must keep their plots clean and tidy, in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or



being made ready for crops or being prepared for the following season. The tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots.

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

The tenant is ~~also~~ responsible for maintaining the half width of any paths / tracks adjacent to the allotment. Tenants must ensure that any tools for cultivation and maintenance are removed from the site ~~and out from sight~~. The Council takes no responsibility for any items which are subject to theft, vandalism, or damage.

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## 7. Use of Chemical Sprays and Fertilisers

The tenant will take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotments. Should any damage occur, ~~then~~ the tenant will make good or replant as necessary. ~~Spraying activity~~ should only take place when conditions are still and calm.

~~Regarding overgrown plots, rotovating is not a recommended procedure because this breaks up pernicious weed roots which spreads the problem because the broken-up parts left in the soil re-grow. The best way to clean the plot is for the plot holder to dig it over and remove problem weeds and roots by hand.~~

~~With regards to overgrown plots, rotovating is not the best method to break up pernicious weed roots which tend to compound the problem when they regrow. The recommended solution is for the Council to implement an alternative. As an additional service to assist plot holders, the Council will, on request, trim the plot and apply an eco-friendly pro-bioactive weedkiller to kill roots prior to cultivation and render the plot easier to manage.~~

~~by strimming the plot and applying an ecofriendly pro bioactive weedkiller to kill roots prior to cultivation and render the plot easier to manage. A charge of £35 for a full plot and £17.50 for a half plot will be levied to the allotment holder.~~

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## 8. Allotment Management and Overgrown Plots

### 8.

~~The Council conduct routine inspections taking photographic evidence of plot condition. A letter will be sent to allotment holders for any plot which is considered to be overgrown and poorly managed. The letter will mandate urgent improvement work by the Tenant giving a maximum period of 2 weeks. If no corrective work has been completed to return the plot to a good condition, a letter of termination will be issued. The Tenant must be in continuous correspondence with the Council and provide any reasonable grounds for not having completed the work.~~

9. Nuisance

The tenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment or to the owners or occupiers of any adjoining or neighbouring land. The tenant must not obstruct or encroach on any path or roadway used or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property. The Tenant will be liable for any damage caused to adjoining landowners or neighbouring tenants' plots.

Any allotment tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to surrender the plot and terminate the tenancy. The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property. Tenants must agree to conform with [codes of good conduct](#).

~~By decision of the Town Clerk if it is found that an allotment tenant has harassed, intimidated or verbally or physically abused any person or Town Council representative, whether by telephone, email or in person. Any incident of antisocial behaviour (categorized as an allotment tenant having harassed, intimidated or verbally or physically abused any person or Town Council representative, whether by telephone, email or in person) will result in the termination (with one month's written notice) or non-renewal of the tenancy of the perpetrator at the discretion of the Town Clerk.~~

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10. Restriction on Assignment

The tenant may not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

11. Vehicles

The allotment tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment. ~~Tyres~~ Tyres or any other ~~non-gardening~~ non-gardening item must not be brought onto allotment garden sites. No vehicle is to be run on the internal road [networkways](#) when the ground is soft to prevent rutting.

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12. Water Usage

No tenant shall use a hose-pipe, sprinkler or other long term watering device on the allotment plot.

### 13. Trees and Shrubs

No ornamental ~~trees~~ or forest trees or shrubs should be planted on the allotment. ~~It is forbidden to~~

~~Not to grow any plants which are deemed scheduled as illegal substances anywhere on the allotment site.~~

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### 14. Hedges, Fences, and Boundary Features

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed and keep in good repair any existing boundary fences and gates on the allotment plot. Allotment plots are permanent fixed features, so tenants must not alter or move the boundary fences on their plot(s). Rubbish must not be piled against fences as this can cause ~~fences~~ to lean or ~~rot, and rot and~~ impede any maintenance. Any boundary disputes should be referred to the Council to resolve.

### 15. Buildings and Structures

#### Rules for the construction of sheds and other structures

Please see Appendix 1, pages 11 – 12

### 16. Barbed Wire

The tenant of an allotment must not use barbed wire or razor wire for a fence adjoining any path set out by the Council.

### 17. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible and legal 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. No bush, tree or crop should be planted which requires more than 12 months to mature.

## 18. Depositing Refuse/Disposal of Rubbish

The tenant is responsible for disposing of all rubbish from the allotment. Small compost areas on individual plots are encouraged to dispose of green waste only. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment site, particularly un-utilised plots, (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must use the provided three bay areas at the rear of the site for composting. Tenants must not add to any illegal rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment. Only biodegradable membrane should be used to suppress weeds.

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment or put onto an allotment compost heap.

## 19. Bonfires/Burning Rubbish

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance. Small bonfires are allowed as long as they are kept under control and constantly supervised~~tended~~. Smoke from bonfires can be annoying to neighbouring tenants, ruining the enjoyment of their allotment. Causing a nuisance ~~in this way~~ could lead to the termination of a tenancy.

## 20. Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

## 21. Livestock

No livestock or animals of any kind should be kept on the allotment.

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## 22. Advertisements

The tenant is not to display, or permitted to display on any part of the allotment; signs, notices, placards, advertisement or writing of any kind, other than the plot letter or number and any advertising for the Biggleswade Allotment Group (BAG).

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## 23. Inspection/Failure to Comply

The Tenant will permit any Officer of the Council to enter onto the allotment at any time to inspect its state and condition. Tenants who fail to comply with this lettings policy will be contacted and requested to immediately address any issues raised with them. Failure to comply with any such notice may result in further warnings, ~~and~~ ~~ultimately~~ the Council has the power to give tenants 'Notice to Quit' as per the allotment ~~Tenancy~~ Agreement conditions between the Council and allotment tenant.

## 24. Tenancy Agreement

### Tenancy Agreement

The Tenant will receive a copy of the Tenancy Agreement which should be returned to the Town Council, duly completed, as soon as possible. If a Tenancy Agreement is not received within a calendar month, the Town Council will assume the allotment is no longer required and will offer it to the next person on the waiting list.

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Once the Tenancy Agreement has been signed, The Tenant will receive an invoice for payment. If a payment is made before the invoice has been raised, then it will state "Paid with Thanks". Invoices will be charged paid-pro rata and run from the beginning of each month.

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## 24.25. Termination of Tenancy

The Tenant must hand back to the Council vacant possession of the allotment on the termination of the tenancy, in a condition consistent with these rules. The Council reserves the right to retain any tenant deposits relating to plots which have been returned in a sub-standard condition.

The tenancy shall terminate on the death or certified ~~long term~~ long-term illness of the tenant and may also terminate in any of the following waysmatters:

- a) ~~by either party giving to the other one month's notice in writing~~  
a) \_\_\_\_\_
- b) ~~re-possession by the Council at any time after giving one month's previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.~~
- c) ~~re-possession~~ possession by the Council at any time after giving one month's previous notice in writing to the Tenant.

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- d) if the rent or any part thereof is in arrears for not less than ~~30~~forty days whether legally demanded or not;
- e) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.

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**25-26. Service of Notice**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer 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 him there, or by fixing the notice in a conspicuous manner on the allotment. Any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Town Clerk and Chief Executive Officer.

**26-27. Change in circumstances**

The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the ~~T~~Tenant. Tenants who are unable to work their plot ~~as a result of~~because of illness or have other reason for a ~~long~~long-term absence (one month) must keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and lead to the issuing of non-cultivation letters and potentially a notice to quit.

**27-28. Children**

Children are welcome on allotment sites and must be carefully ~~supervised at all times~~always supervised by a responsible adult for their own safety.

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**28-29. Legal Obligations**

The ~~T~~Tenant of an allotment garden must at all times observe and fully comply with all laws and regulations. They must not hold the Council liable for loss or damage due to incidents beyond its reasonable control, including but not limited to theft, vandalism, fire, flood, pandemic, or drought.

**29-30. Enforcement**

The following enforcement procedure will apply:

- a. **Informal Warning** – Tenants who fail to comply to the Council's require with their tenancy agreement will be contacted by email and ~~required~~requested to ~~swiftly~~ address issues of non-compliance within 14 days.

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b. Formal Warning- Following the 14 day period, the Council will send a letter to Tenants requiring them to immediately address issues of non-compliance.

a. —

b-c. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

**30.31. Power of Eviction**

In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate notice to quit, without progression through stages 24a and 24b of the procedure.

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**BIGGLESWADE TOWN COUNCIL RULES APPLICABLE TO THE ERECTION OF SHEDS, GREENHOUSES AND OTHER STRUCTURES ON AN ALLOTMENT**

**1) Approved Specification for Sheds, Greenhouses and Poly-tunnels**

A plot holder is allowed to erect a single shed, ~~greenhouse~~greenhouse, and a poly-tunnel on their plot, but only if they meet the following guidelines:

Sheds should be used solely for storing materials for use on the allotment garden. ~~Due to Because of~~ the risk of break-ins, it is not advisable to store any valuable items in wooden sheds. Tenants are entirely responsible for the security of sheds and their contents as well as for providing any insurance cover.

**2) Dimensions**

The maximum size of a shed (or greenhouse) permitted is no more than four feet square.

**3) Construction**

- a) **Glazing** - Glazing in greenhouses must be with horticultural P.V.C. type material, not glass.
- b) **Roof** - Proper guttering may be fitted, leading to a water butt or tank which must be sunk into the ground for stability.
- c) All sheds, greenhouses and water containers must be kept in good condition at all times.

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**TENANT COPY**

**BIGGLESWADE TOWN COUNCIL**  
The Old Court House, 4 Saffron Road, Biggleswade, SG18 8DL  
Tel: 01767 313134



**TERMS AND CONDITIONS FOR TENANCY OF ALLOTMENT  
AT KENNEL FARM ROAD, BIGGLESWADE**

**1. Interpretation of Terms and Conditions**

Throughout these terms and conditions the expression "the Council" shall mean Biggleswade Town Council and includes any Committee or Officers of the Council or any Allotment Managers appointed by the Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972.

**2. Eligibility of Tenants of Allotment**

Allotments may be let at the discretion of the Council to any suitable applicant residing within the Town Council boundary of Biggleswade.

**3. Rent**

The Tenant shall pay a yearly rent on the first day of September in each year. The initial payment will be determined by the Council when the allotment is first taken over. The yearly rent may be reviewed annually by the Council and the Tenant will be notified accordingly.

Failure to pay within the time limits may result in termination or refusal to renew the allotment lease. Any change in tenant circumstances, including change of address or contact details must be communicated immediately to the Council.

~~A From April 2017 a refundable deposit of £150 is required for all new tenants. This will also be applicable to current tenants who wish to acquire an additional plot as from September 2018.~~

**4. Terms and Conditions**

By accepting and continuing to use an allotment the Tenant agrees to comply with the following Terms and Conditions:

- a) to pay the rent in advance hereby reserved on the first day of September in every year during the continuance of the tenancy without any deductions whatsoever.
- b) to pay a refundable deposit of £150. The deposit will be refunded only if the allotment is handed back to the standard required by [the Council](#)~~BTG~~. Additional costs may be applied if the plot is left in a sub-standard condition.
- c) to use the allotment as an allotment [for leisure purposes](#) and for no other purpose.
- d) to keep the allotment clean, free from weeds and well manured and otherwise maintain

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Allotment Terms and Conditions  
September 2020

it in a good state of cultivation and fertility and good condition and to keep any pathway or roadway included therein or abutting thereon reasonably free from weeds.

N.B. The Council is entitled to compensation from the Tenant for any deterioration in the land arising from the Tenant(s) failure to keep it clean and in a good state of fertility.

- e) To ensure that plots are maintained properly and do not become overgrown. In cases where plots are overgrown, the Council will mandate swift improvement (i.e. 14 days) following which timeframe, the Council will conduct a site visit to determine improvements made. At that point, the Council may decide to terminate the agreement if the work has not been satisfactorily completed.
- f) not to cause or permit any nuisance or annoyance to the occupier of any other allotment or obstruct or encroach on any path or roadway set out by the Council for the use of the occupiers of the allotment within the said allotment site.
- g) not to under-let assign or part with the possession of the allotment or of any part thereof without the prior consent of the Council in writing.
- h) not to erect any building upon the allotment having a floor area of more than four feet square and to ensure that any such smaller building shall be sited at the end of the allotment nearest to the communal roadway.
- i) not to use a hose-pipe, sprinkler or other long-term watering device on the allotment.
- j) Not to use any covering other than genuine weed suppressant materials on site to cover unused ground.
- k) not to run any vehicle on the internal roadways when the ground is soft causing rutting.
- l) not to dump any allotment waste on any perimeter area or adjoining land or on any unutilised allotment or in any adjacent waterway.
- m) to ensure that any dog brought onto the allotment site is securely held at all times on a leash and that any dog foul is removed.
- n) to notify forthwith the Council of any change of address or contact details of the Tenant.
- o) to yield up the allotment at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained.
- p) to permit any Officer or other agent or representative of the Council to enter on the allotment and inspect the condition thereof and of any building erected or being erected thereon.
- q) to be liable for any damage caused to neighbouring tenants, (or adjoining landowners).
- r) not to plant any tree or bush or any crop requiring more than twelve months to mature.
- s) not to use any barbed or razor wire for any fence adjoining any path set out by the Council for the use of the occupiers of the allotment.
- t) not to keep any livestock or animals of any kind on the allotment.
- u) when using any sprays or fertilisers take on all reasonable care to ensure the adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur.
- v) to observe and perform any other special conditions which the Council consider

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necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant in accordance with Clause 6 of this Agreement.

v)w) not to hold the Council liable for loss or damage due to incidents beyond its reasonable control including but not limited to theft, vandalism, fire, flood or drought.

x) not to grow any plants which are scheduled as illegal substances anywhere on the allotment site.

w)y) Compostable waste only may be left on designated areas determined by the council (currently the treeline at the top of the site over the bridge and and at the end of the roadway).

z) To behave at all times in a polite and respectful manner with all neighbours and Council Officials.

**5. End of Tenancy**

The tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners:

- a) by either party giving to the other three months' notice in writing.
- b) by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment being required (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision or (ii) for building, mining or other industrial purpose or for any roads or sewers necessary in connection with any of those purposes.
- c) by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- d) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not.
- e) if it appears to the Council that there has been a breach of the conditions and obligations on the part of the Tenant herein contained.
- f) By decision of the Town Clerk if it is found that an allotment tenant has harassed, intimidated or verbally abused any person or Town Council representative, whether by telephone, email or in person. An incident of antisocial behaviour may result in the termination (with one month's written notice) or non-renewal of the tenancy of the perpetrator at the discretion of the Town Clerk.

**6. Notices**

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Designated Officer for the time being 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 him there or by fixing the notice in a conspicuous manner on the allotment AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant, and sent by prepaid post to the Clerk of the Council for the time being.

**SIGNED:** .....

**PRINT:** .....

**DATE:** .....

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**Subject:** Memorial Bench - Dan Albone Park

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**From:** Helen Calvert <[Helen.Calvert@biggleswadetowncouncil.gov.uk](mailto:Helen.Calvert@biggleswadetowncouncil.gov.uk)>

**Sent:** 11 May 2022 13:11

**Subject:** Memorial Bench - Dan Albone Park

Hi Peter

A gentleman called xx called who wished to place a memorial bench at Dan Albone park (next to Dan Albone car park) in memory of his late father. Xxxx would pay for the bench and fitting. Please can I check if you approve of this? If so, will call him back to confirm on this (xxxxxx).

Best Wishes,

Helen

**Helen Calvert**  
**Administration & HR Manager**  
**Biggleswade Town Council**  
The Old Court House  
4 Saffron Road  
Biggleswade  
SG18 8DL

Landline: 01767 313134

Mobile: 07485327611

Mail: [Helen.Calvert@biggleswadetowncouncil.gov.uk](mailto:Helen.Calvert@biggleswadetowncouncil.gov.uk)

Website: <https://biggleswadetowncouncil.gov.uk/>

Alternative contact: Sian van der Merwe: [sian.vandermerwe@biggleswadetowncouncil.gov.uk](mailto:sian.vandermerwe@biggleswadetowncouncil.gov.uk)



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**Subject:** Request for a Memorial Tree to be planted at Stratton Way Cemetery

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**From:** Sian van der Merwe

**Sent:** 10 May 2022 11:42

**Subject:** Request for a Memorial Tree to be planted at Stratton Way Cemetery

Dear All,

Mr xx called today to ask if it would be possible to plant a memorial tree in memory of his mother. Peter requested I speak to Cllr Frank Foster to clarify. Cllr Foster recalls trees are not allowed to be planted on the cemetery sections, but we spoke about the possibility of planting one on the roundabouts and he said that could possibly work. He said this will need to be discussed at the next PLOS meeting.

Regards

**Sian van der Merwe**  
**Deputy Administration & HR Manager**  
**Biggleswade Town Council**  
Old Court House  
4 Saffron Road  
Biggleswade  
SG18 8DL

Mobile: 07583905829

Landline: 01767 313134

Mail: [sian.vandermerwe@biggleswadetowncouncil.gov.uk](mailto:sian.vandermerwe@biggleswadetowncouncil.gov.uk)

Website: [https://www.biggleswadetowncouncil.gov.uk/Biggleswade-TC/Contact\\_29675.aspx](https://www.biggleswadetowncouncil.gov.uk/Biggleswade-TC/Contact_29675.aspx)

Alternative contact: Helen Calvert [helen.calvert@biggleswadetowncouncil.gov.uk](mailto:helen.calvert@biggleswadetowncouncil.gov.uk)



BE PART OF THE GREAT BIG GREEN WEEK 2022  
24 SEPTEMBER - 2 OCTOBER

ORGANISE AN EVENT IN MY AREA



THE GREAT BIG GREEN WEEK IS THE UK'S BIGGEST EVER CELEBRATION OF COMMUNITY ACTION  
TO TACKLE CLIMATE CHANGE AND PROTECT NATURE.  
AND EVERYONE'S INVITED.

Help us make the 24 September - 2 October 2022 the greatest, biggest, greenest week the UK has ever seen by organising an event in your community.

BE PART OF THE GREAT BIG GREEN WEEK