



Ref: Agenda/Council – 28/01/2025

23rd January 2025

Dear Sir/Madam

All Members of the Public Land & Open Spaces Committee are hereby summoned to the Public Land & Open Spaces Committee Meeting of Biggleswade Town Council that will take place on **Tuesday 28th January 2025** at the **Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade** commencing from **7:30pm**, 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 be "P. Tarrant", written over a horizontal line.

Peter Tarrant
Town Clerk & Chief Executive

Distribution: All Town Councillors
Notice Boards
The Press

Committee Members:

Cllr. M. North (Chairman)
Cllr. C. Thomas (Deputy Chairman)
Cllr. D. Albone
Cllr. G. Barrett (ex-officio Member)
Cllr. M. Foster (ex-officio Member)
Cllr. P. Guilcher
Cllr J. Jones
Cllr. M. Knight
Cllr A. Skilton
Cllr. D. Strachan
Cllr. J. Woodhead

AGENDA

1. APOLOGIES FOR ABSENCE

Schedule 12 of the Local Government Act 1972 requires a record be kept of the Members present and that this record form part of the minutes of the meeting. Members who cannot attend a meeting should tender apologies to the Town Clerk and the Committee Clerk.

2. DECLARATIONS OF INTEREST

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. CHAIRMAN'S ANNOUNCEMENTS

4. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, pertaining to matters listed on the Agenda.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_NlaVwa6KQfgwLiTg9wg6mw

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**.

5. INVITED SPEAKER

6. MEMBERS' QUESTIONS

7. MINUTES AND RECOMMENDATIONS OF MEETINGS

- a. For Members to receive the minutes of the Public Land & Open Spaces Committee Meeting held on **Tuesday 1st October 2024** at the Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade as reviewed by the Chairman of the Committee.

8. MATTERS ARISING

- a. Minutes of the Council Meeting held on **Tuesday 1st October 2024**.

9. ITEMS FOR CONSIDERATION

a. PLOS Status Report

For Members to receive and consider a written reflection from the Head of Governance & Strategic Partnerships. This will be supplemented by an on-screen presentation of ongoing Public Realm work and PLOS projects.

b. Allotment Lettings Policy and Terms & Conditions

For Members to receive and consider a written report from the Public Realm Manager and the Head of Governance & Strategic Partnerships.

c. Burial & Memorial Regulations

For Members to receive and consider a written report from the Public Realm Manager and the Head of Governance & Strategic Partnerships.

This copy of the policy builds upon changes recommended at the PLOS Committee Meeting on 1st October 2024 and has been progressed to F & GP Committee for a fees discussion.

d. **Football Pitch Booking Policy and Terms & Conditions**

For Members to receive and consider a written report from the Public Realm Manager and the Head of Governance & Strategic Partnerships.

This copy of the policy builds upon changes recommended at the PLOS Committee Meeting on 1st October 2024 and has been progressed to F & GP Committee for a fees discussion.

e. **Drove Road Tennis Courts Update**

For Members to receive and consider a written report from the Head of Governance & Strategic Partnerships.

10. **ITEMS FOR INFORMATION**

a. **Stratton Way Cemetery – Phase One**

For Members to note a written report from the Public Realm Manager and the Head of Governance & Strategic Partnerships.

11. **PUBLIC OPEN SESSION**

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_NIaVwa6KQfgwLiTg9wg6mw

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**.

12. **EXEMPT ITEMS**

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.

(Sports Provision Update).

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 PUBLIC LAND AND OPEN SPACES MEETING HELD
TUESDAY 1ST OCTOBER 2024 AT 7.00PM AT BIGGLESWADE TOWN COUNCIL OFFICES
THE OLD COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE, SG18 8DL**

PRESENT:

Cllr M North (Chairman)
Cllr C Thomas (Deputy Chairman)
Cllr M Foster (ex-officio voting Member)
Cllr D Albone
Cllr M Knight
Cllr A Skilton
Cllr D Strachan

Mr P Tarrant – Town Clerk & Chief Executive
Mr K Hosseini – Head of Governance & Strategic Partnerships
Mr H Henderson – Public Realm Manager
Mx K Chambers – Committee Clerk

Members of the Public – 1.

Meeting Formalities:

Following a reminder to meeting attendees 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.

1. APOLOGIES FOR ABSENCE

- a. Cllr G Barrett, Cllr P Guilcher, Cllr J Jones, Cllr J Woodhead.

2. DECLARATIONS OF INTEREST

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

None.

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

Cllr Skilton for Item 10b.

3. CHAIRMANS ANNOUNCEMENTS

The Chairman thanked the Public Realm Team for their flooding response during the recent heavy rainfall.

4. PUBLIC OPEN SESSION

No member of the public wished to speak.

5. INVITED SPEAKER

6. **MEMBERS' QUESTIONS**

There were no Members' questions.

7. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. The Minutes were **APPROVED** as an accurate record of the Public Lands & Open Spaces Committee Meeting held on Tuesday 4th June 2024.

8. **MATTERS ARISING**

There were no matters arising.

9. **ITEMS FOR CONSIDERATION**

a. **Project Status Update**

The Head of Governance & Strategic Partnerships highlighted that the Brunel Play Area updates have been completed and will be inspected in the coming week. The agreed fencing removal and barriers have also been completed at Jubilee Recreation Ground. The Public Realm Manager also noted that benches have been refurbished and will be reinstalled soon.

The Town Clerk & Chief Executive noted that a report co-authored with the Chairman of PLOS and F & GP will be shared with Council on 22nd October 2024 and it will provide concrete and detailed information on upcoming projects and capital borrowing.

Members asked whether the Public Realm vehicles now have the Biggleswade Town Council logo on them. The Public Realm Manager confirmed that these have been applied to all vehicles bar one, due to this being replaced in the near future.

Members reiterated the good work completed at Brunel Play Area and discussed that these improvements be made to other Council owned play areas in future. The Town Clerk & Chief Executive responded that this will be included within the Emerging Projects report.

Members **RESOLVED** to note the report.

b. **Burial & Memorial Regulations**

Members noted the following corrections needed within the policy:

- (6) Ensuring clarity with undertaker and gravedigger responsibilities.
- (15) 'Issuance' should be 'issue' or 'issuing'.
- (15) Remove the word 'recordable'.
- (18a) 'Curb stones' should be 'Kerbstones'.
- (45) Include reference to service animals being allowed on site.
- (47) Modifying the formatting to correct numbering.
- (47) Removing "as in some instances it could be seen as a nuisance".
- Ensure consistency with reference to "the Council".

Members asked why the maximum height for a headstone is 4 feet in (18a) but the maximum height is 5 feet in (18f). The Head of Governance & Strategic Partnerships responded that this is to be inclusive of any additional monuments on the grave.

Members asked how families could purchase plots together. Cllr Knight responded that plots will be allocated at the point of purchase and therefore multiple plots would need to be

purchased at the same time to ensure proximity. Members asked that this be clarified within the policy and that Officers consider other Council's policies to ascertain the best wording.

Members questioned whether the conditions to be classified a resident in (8) are clear and reasonable. Members **RESOLVED** that the wording should be as follows:

- "A resident is classed as someone who is on the electoral roll or has been on the electoral roll for 5 years of the last 10 years for Biggleswade, and their minor children."

Subject to the changes recommended, Members **RESOLVED** to agree the proposed Burials & Memorials Regulations progress to the F & GP Committee for a fees discussion.

c. **Football Pitch Bookings Policy and Terms & Conditions**

The Public Realm Manager noted that the policy was reviewed with the focus to tighten existing rules and ensure further use by football clubs and the public.

Members noted the following corrections needed within the policy:

- (2a) 'Through' should be 'throughout'.
- (3a) Remove 'Squarespace Scheduling'.
- (3b) 'Would suffice' should be 'will'.
- (6e) Use 'the Hirer' consistently when referring to any clubs or the public.
- (7) Reword the introduction for clarity.
- (7f) 'Key' should be pluralised.
- (7n) Repeat the rebooking rules from 5a.
- Ensure consistency with reference to "the Council".

Subject to the changes recommended, Members **RESOLVED** to agree the proposed Football Pitches Booking Policy and Terms & Conditions progress to the F & GP Committee for a fees discussion.

10. **ITEMS FOR INFORMATION**

a. **Drove Road Bowls & Tennis Survey Feedback**

Members asked whether the survey distribution and questions accurately reflected the population of Biggleswade and the Council's prospective projects. The Head of Governance & Strategic Partnerships responded that, alongside the 100 letters distributed, this was also shared online. The Town Clerk & Chief Executive noted that the survey aimed to reflect the perspective of the public on any prospective improvements, which will be detailed in the aforementioned upcoming report.

Members **NOTED** the report.

b. **Allotments Policy and Terms & Conditions**

The Town Clerk & Chief Executive noted that the reviewed draft policy was shared with the Chairman and Deputy Chairman of the PLOS Committee, and that Officers are working with the Biggleswade Allotment Association (BAA) and plot holders to capture all perspectives.

Members asked that all plot holders are consulted because not all holders are part of the BAA. The Town Clerk & Chief Executive responded that they could be invited to the upcoming Allotment Meeting or be emailed the draft policy for them to send comments on.

Members also asked that the BAA comments and the revised draft be sent to all PLOS Committee Members.

Members **NOTED** the report.

11. PUBLIC OPEN SESSION

No member of the public wished to speak.

12. EXEMPT

None.

The Chairman closed the meeting at **8:05pm**.

DRAFT

Appendix A: PLOS Status Report – 28th January

Key Milestones	Lead	Actual/ Forecasted Date	Comments	RAG
Franklins Recreation Ground	Peter & Karim	BAU	Routine maintenance taking place.	Green
Adoption of green spaces Kings Reach	Peter & Karim	December 2024	Awaiting football pitches assurance statement and land exit plan from Isaac Mercer. Agreement reached on pitches' condition. Wider land transfers negotiation ongoing. 16 th January BJC Area six item with developers for response.	Red
Brunel Play Area	Peter & Karim	October 2024	All equipment now installed. Are closed to allow grass to establish for ground matts. Mayoral opening in early Spring being planned.	Green
Adoption of Linear Wood/Pocket Park	Peter	December 2024	Overall, in good condition. TC members resolved for Officers to sign both leases including agreed CBC actions for completion. Legal teams are progressing scrutiny work.	Green
Transformation of Stratton Cemetery	Karim & Harry	July 2025	Two grant applications successful, both for project Phase 1 landscaping and benches and bins. WG meeting to plan unfunded phase two.	Yellow
Purchase of additional Cemetery land	Karim & Harry	n/a	Not applicable.	White
Maintenance and/or transformation of all play areas	Karim & Harry	April 2025	Enhanced maintenance work underway across several play areas. Fresh quote for capital equipment replacement on a 3-year rolling programme received and included in Capital borrowing report.	Yellow
Maintenance and/or transformation of Drove Road site (Bowls Club/Tennis Courts/Old Depot)	Peter & Karim	October 2025	Public consultation launched end May and report including consultation feedback to October PLOS Committee meeting to note. Report on tennis courts to 28 th January PLOS meeting.	Green
Biggleswade Community Benefit Fund – Kitelands specification & funding	Karim & Ian	Phase 1 August 2024 Phase 2 August 2025	Phase one project completed. Phase Two- Tritax confirmed in November that funds may be available, amount is not yet confirmed.	Green
Jubilee Recreation Ground	Karim & Harry	July 2024	Benches concreted in. Fencing section removed in July and bicycle barriers installed in September to slow down moving traffic. Area monitored by PR team and police.	Green
Football pitches	Harry	July 2024	Investment agreed and pitches improved. New online booking link placed on website for general public use. The Lakes ground lease work underway.	Green
Fairfield Road- BUFC & Cricket	Karim	March 2025	Meeting took place with both clubs to agree options. Site compliance visit to football 22 nd January. Sport England Lindsell's Bequest grant successful for Cricket pavilion investigation, repairs and maintenance.	Yellow
UKSPF – Signage at Capital Assets	Ian	March 2024	Town Clerk Capital report includes benches, bins, signs. CBC agreed £15k to procure signage and 22 signs at all recreation and play areas.	Yellow

BIGGLESWADE TOWN COUNCIL
PLOS Committee 28th January 2025
Item 9b: Allotments Lettings Policy Review Report

Implications of Recommendations

Corporate Strategy: PLACE: A Vibrant Town: The Town Council will further develop our allotment offer by increasing the number of allotment plots and request additional allotment space from future housing developments.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The current Allotments policy was due for review.

Summary

Officers have reviewed the existing policy and have brought the policy up to date to ensure that it meets the current requirements of the Town Council.

The review has been conducted in collaboration with the PLOS Chairman and Deputy Chairman, the Biggleswade Allotments Association (BAA) and independent allotment holders and incorporates their proposed amendments. Some of the main changes include clarification of the percentage of plot area cultivation, and an increase in the plot deposit amount.

The reviewed proposed Allotments Lettings Policy with tracked changes is attached as Appendix A.

Recommendations:

That PLOS Committee Members resolve to adopt the Allotments Lettings Policy and that Officers upload the policy to the Council's website.

The policy will be reviewed again in January 2028.

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance and Strategic Partnerships

Appendix A: Allotments Letting Policy – Tracked changes.

Appendix B: Allotments Letting Policy – Clear copy.

Allotment Policy and Terms & Conditions for Kennel Farm Road, Biggleswade



Published by Biggleswade Town Council

Adopted: [January 2025](#)

Next review: [January 2028](#)

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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 and flowers.

This Policy supports and builds on Biggleswade Town Council's Corporate Strategy "Aspirations for Biggleswade" 2021-2025, which includes in its priorities building a sustainable town, [safeguarding the wider environment](#), building a single community and providing needed amenities.

DEFINITION

Throughout this document, 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. The Allotment Act 1922 defines the term "allotment" as "an allotment not exceeding 40 poles [1011.72m²] 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

~~—The Biggleswade Town~~ Council will only grant new allotments to people living within the Parish boundary who are a minimum age of 186 years ~~with confirmation by a responsible adult.~~

Once a Tenant permanently moves out of the Parish boundary, ~~they~~ ~~he/she~~ will be required to immediately 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.~~

It is a Tenant's responsibility to notify the Council of any change in residence, including to a new residence outside of the Parish boundary. Once a Tenant (listed as the primary person on the tenancy agreement) permanently moves out of the Parish boundary, the tenancy of their allotment garden will automatically terminate. The Council reserves the right to terminate allotment gardens for Tenants who are living out of the Parish boundary. Tenants will provide evidence for their eligibility annually. The Council will provide 12 months' notice for Tenants who live outside the Parish boundary to relinquish their tenancy.

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 email or by the 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.

When a plot becomes vacant it will be offered to the person at the top of the waiting list. The Applicant will be invited to visit the allotment site and decide whether they want the plot. 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. ~~The Biggleswade Town~~ Council will periodically contact those on the waiting list to ensure details are correct and that individuals wish to remain on the waiting list. Failure to respond to these requests will result in the applicant being removed from the waiting 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, tenancy conduct, plot maintenance, anti-social behaviour to other plot holders and Council staff, or cultivation issues. ~~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 ~~they~~^{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.

For all new allotment applications and on annual renew of existing tenancy, the Council mandates production of formal documents (i.e. driving licence, council tax bill etc) as part of application and renewal. The Council will securely hold this information which will enable it to verify proof of residency.

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. Officers will issue a prompt after 14 days. If this is not received by 1st October, the Council will consider the agreement null and void. The Council will proceed to terminate the contract. Allotment rents will be reviewed each year and may be adjusted due to increased costs.

~~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	20 25 /20 26 FEES BIGGLESWADE
Rent of plot (Small Plot) 10m x 5m	<u>£45</u>
Rent of plot (Large Plot) 20m x 5m	<u>£60</u>
<u>Deposit</u> Retovation	<u>£100</u> Additional charges may apply if plots are left in a sub-standard state

5. Concessions

Concessionary discounts of up to 50 per cent are available on allotment rent. Tenants are eligible for this discount if they are in receipt of means tested benefits, for example, Pension Credit, Universal Credit, Employment Support Allowance, Job Seekers Allowance, Council Tax Benefit, Housing Benefit, Disability Living Allowance, Attendance Allowance or Personal Independence Payment.

Tenants who wish to apply for a concession will need to notify the Council in writing/email and provide proof of eligibility. Applications for a discount for being in receipt of benefits will need to provide proof annually.

5.6. Use of Land

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

6.7. 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, bindweed, and brambles and ensure that they do not spread to other ~~plots~~plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed. There is a requirement for all plot holders to cultivate a minimum of 60% ~~50%~~ of their plot and to keep the other 450% in good order. -

~~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 not including roadways. Tenants are advised to remove ~~must ensure that~~ any tools for cultivation and maintenance are removed from the site. The Council takes no responsibility for any items which are subject to theft, vandalism, or damage.

For allotment management and overgrown plots, ~~T~~he Council will conduct routine inspections throughout the year, including taking photographic evidence. This will be used as part of the good conduct activities and in any cases of appeal.

7.8. 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.

Regarding overgrown plots, rotovating is not recommended 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.

8.9. Nuisance

The ~~T~~enant 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 ~~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 ~~A~~llotment ~~T~~enant 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~~ and the owners or occupiers of adjoining or neighbouring property. Tenants must agree to conform with good allotment etiquette and conduct.

Any incident of antisocial behaviour (categorised as an allotment Tenant having harassed, intimidated or verbally or physically abused any person or Council representative, whether by telephone, email or in person) will result in the immediate termination at the discretion of the Town Clerk (with evidence).

9.10. 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.

10.11. Vehicles

The allotment Tenant must not store 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.

11.12. Water Usage

No Tenant shall use a hose pipe ~~hosepipe~~, sprinkler or other long term watering device on the allotment plot. W, water troughs are provided within the allotment site. The Town Council turns off the water supply every Winter.

12.13. Trees and Shrubs

No ornamental or forest trees or shrubs, other than dwarf stock, should be planted on the allotment without consultation from the Council. It is forbidden to grow any plants which are deemed illegal substances anywhere on the allotment site.

13.14. Hedges, Fences, and Boundary Features

The ~~T~~enant 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 ~~T~~enants 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 rot and~~ impede any maintenance. Any boundary disputes should be referred to the Council or the Biggleswade Allotment Association (BAA) to resolve.

14.15. Buildings and Structures

Rules for the construction of sheds and other structures

Please see Appendix 1, pages 11 – 12.

15-16. 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.

16-17. 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 without consultation from the Council.~~

17-18. Depositing Refuse/Disposal of Green & General Waste Rubbish

The Tenant is responsible for disposing of all green waste and general waste 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, green and general waste 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 green and general waste 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. It is not permitted to store tyres on an allotment plot, even for use as planters.

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.

18-19. Bonfires/Burning Green & General Waste 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~~ tenancy. It is not permitted to store or burn tyres.

19-20. Children

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

20-21. 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 lead at all times. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site. Service animals are permitted on-site, but must be also kept securely on a lead at all times.

21.22. Livestock

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

22.23. Adsvertisements

The Tenant is not ~~to display, or 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 Association. The ~~Town~~ Council reserves the right to advertise as appropriate. ~~Group (BAG). Any personal signage must be small and discrete.~~

23.24. 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 within 14 days.~~ 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 ~~this document. e-allotment tenancy agreement between the Council and allotment tenant.~~

24.25. Tenancy Agreement

The Tenant will receive two copies of this document. The Council's copy should be returned to the Council, duly completed, as soon as possible. If a Tenancy Agreement is not received within a calendar month, the 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 charged pro rata and run from the beginning of each month.

25.26. Termination of Tenancy

The ~~T~~enant 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~~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 ~~40~~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.

26-27. 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.

27-28. 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.

28-29. Appeals Process

A Tenant who has breached any condition in this document and has been served notice by the Council has a right of appeal. The process flows as follows:

- a. A letter must be provided to the Public Realm Manager who will scrutinise the evidence and respond within 5 working days.
- b. The Tenant will subsequently retain the right to respond in writing / by email to the Head of Governance & Strategic Partnerships for further scrutiny who will respond within 5 working days.
- ~~b.c.~~ A final decision on termination will be reached by the Town Clerk within a further 5 days.

29-30. Legal Obligations

The Tenant of an allotment garden must at all times observe and comply fully with all laws and regulations. They ~~may~~ust 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.

30-31. Enforcement

The following enforcement procedure will apply:

- a. **InfFormal Warning** – Tenants who fail to comply with non-payment or overgrown plots, will in line with their with their tenancy agreement will be contacted by email/phone/letter. 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 automatically be given notice to quit.

34.32. Power of Eviction

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

33. End of Tenancy

The tenancy shall be terminated determine upon the death or serious illness of the Tenant,. Upon notification of death, the Council will use the waiting list, offer the plot to the person at the top of the waiting list. The Council will inspect the plot and agree with the incoming Tenant that the latter will continue to manage the plants and contents of the former Tenant.

The tenancy shall also be terminated should the Tenant become seriously ill and cannot find someone to maintain their plot while they are unable to do so, with consideration from Officers of the Council.

The tenancy may also be determined in any of the following manners:

- by either party giving to the other one months' notice in writing / by email.
- by re-entry by the Council at any time after giving three months' previous written notice 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.
- by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- if the rent or any part thereof is in arrears for not more than 30 days whether legally demanded or not.
- 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.
- 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 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.
- The deposit will be returned to the Tenant once the plot inspection has determined that the plot is in a good order and all structures, water-butts and relevant equipment has been removed, subject to Appendix 3d. Deposits are kept in the Town Council current account with relevant codes attached.

Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk for the time being and may be served on the Tenant either personally, by prepaid post to their address or by email. or by leaving it at their last known place of abode, or by prepaid post addressed to them 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.

In signing this document, I can confirm that I have read all the documentation and fully understand the content of this document.

SIGNED:

PRINT NAME:

DATE:

Adopted: January 2025

Review: January 2028

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

1) Approved Specification for Sheds, Greenhouses and Polytunnels

A plot holder is allowed to erect a **single** shed, greenhouse and a polytunnel 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 six feet by four feet.

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 put on a stable/level surface. ~~sunk into the ground for stability.~~
- c) All sheds, greenhouses and water containers must be kept in good condition at all times.
- d) Tenants who relinquish their allotment plots shall remove any structure that has been installed by the allotment holder. T—this includes sheds, polytunnels, greenhouses, water butts, old wheelbarrows. The plot should be left in a good order. Tenants that fail to comply with this condition will incur an additional cost for the CouncilBTC to remove these items over and above their deposit if the existing structures are not wanted by the new Tenants.
- e) Construction of fences. The maximum height should be four feet and fences should be maintained and kept in good order at all times.

Allotment Policy and Terms & Conditions for Kennel Farm Road, Biggleswade



Published by Biggleswade Town Council

Adopted: January 2025

Next review: January 2028

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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 "Aspirations for Biggleswade" 2021-2025, which includes in its priorities building a sustainable town, safeguarding the wider environment, building a single community and providing needed amenities.

DEFINITION

Throughout this document, 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. The Allotment Act 1922 defines the term "allotment" as "an allotment not exceeding 40 poles [1011.72m²] 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

The Council will only grant new allotments to people living within the Parish boundary who are a minimum age of 18 years.

Once a Tenant permanently moves out of the Parish boundary, they will be required to immediately give up the tenancy of their allotment garden.

It is a Tenant's responsibility to notify the Council of any change in residence, including to a new residence outside of the Parish boundary. Once a Tenant (listed as the primary person on the tenancy agreement) permanently moves out of the Parish boundary, the tenancy of their allotment garden will automatically terminate. The Council reserves the right to terminate allotment gardens for Tenants who are living out of the Parish boundary. Tenants will provide evidence for their eligibility annually. The Council will provide 12 months' notice for Tenants who live outside the Parish boundary to relinquish their tenancy.

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 email. 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.

When a plot becomes vacant it will be offered to the person at the top of the waiting list. The Applicant will be invited to visit the allotment site and decide whether they want the plot. 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. The Council will periodically contact those on the waiting list to ensure details are correct and that individuals wish to remain on the waiting list. Failure to respond to these requests will result in the applicant being removed from the waiting 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, 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 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 they 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.

For all new allotment applications and on annual renew of existing tenancy, the Council mandates production of formal documents (i.e. driving licence, council tax bill etc) as part of application and renewal. The Council will securely hold this information which will enable it to verify proof of residency.

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. Officers will issue a prompt after 14 days. If this is not received by 1st October, the Council will consider the agreement null and void. The Council will proceed to terminate the contract. Allotment rents will be reviewed each year and may be adjusted due to increased costs.

Allotment Fees:

DESCRIPTION	2025/2026 FEES BIGGLESWADE
Rent of plot (Small Plot) 10m x 5m	£45
Rent of plot (Large Plot) 20m x 5m	£60
Deposit	£100Additional charges may apply if plots are left in a sub-standard state

5. Concessions

Concessionary discounts of up to 50 per cent are available on allotment rent. Tenants are eligible for this discount if they are in receipt of means tested benefits, for example, Pension Credit, Universal Credit, Employment Support Allowance, Job Seekers Allowance, Council Tax Benefit, Housing Benefit, Disability Living Allowance, Attendance Allowance or Personal Independence Payment.

Tenants who wish to apply for a concession will need to notify the Council in writing/email and provide proof of eligibility. Applications for a discount for being in receipt of benefits will need to provide proof annually.

6. Use of Land

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

7. 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, bindweed, 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. There is a requirement for all plot holders to cultivate a minimum of 60% of their plot and to keep the other 40% in good order.

The Tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment not including roadways. Tenants are advised to remove any tools for cultivation and maintenance from the site. The Council takes no responsibility for any items which are subject to theft, vandalism, or damage.

For allotment management and overgrown plots, the Council will conduct routine inspections throughout the year, including taking photographic evidence. This will be used as part of the good conduct activities and in any cases of appeal.

8. 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.

Regarding overgrown plots, rotovating is not recommended 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.

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 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, and the owners or occupiers of adjoining or neighbouring property. Tenants must agree to conform with good allotment etiquette and conduct.

Any incident of antisocial behaviour (categorised as an allotment Tenant having harassed, intimidated or verbally or physically abused any person or Council representative, whether by telephone, email or in person) will result in the immediate termination at the discretion of the Town Clerk (with evidence).

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 store 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.

12. Water Usage

No Tenant shall use a hosepipe, sprinkler or other long term watering device on the allotment plot. Water troughs are provided within the allotment site. The Council turns off the water supply every Winter.

13. Trees and Shrubs

No ornamental or forest trees or shrubs, other than dwarf stock, should be planted on the allotment without consultation from the Council. It is forbidden to grow any plants which are deemed illegal substances anywhere on the allotment site.

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 them to lean or 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 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.

18. Depositing Refuse/Disposal of Green & General Waste

The Tenant is responsible for disposing of all green waste and general waste 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, green and general waste 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 green and general waste 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. It is not permitted to store tyres on an allotment plot, even for use as planters.

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 Green & General Waste

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. It is not permitted to store or burn tyres.

20. Children

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

21. 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 lead at all times. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site. Service animals are permitted on-site but must be also kept securely on a lead at all times.

22. Livestock

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

23. Advertisements

The Tenant is not 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 Association. The Council reserves the right to advertise as appropriate. Any personal signage must be small and discrete.

24. 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 within 14 days. 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 this document.

25. Tenancy Agreement

The Tenant will receive two copies of this document. The Council's copy should be returned to the Council, duly completed, as soon as possible. If a Tenancy Agreement is not received within a calendar month, the 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 charged pro rata and run from the beginning of each month.

26. 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 40 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.

27. 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.

28. 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.

29. Appeals Process

A Tenant who has breached any condition in this document and has been served notice by the Council has a right of appeal. The process flows as follows;

- a. A letter must be provided to the Public Realm Manager who will scrutinise the evidence and respond within 5 working days.
- b. The Tenant will subsequently retain the right to respond in writing / by email to the Head of Governance & Strategic Partnerships for further scrutiny who will respond within 5 working days.
- c. A final decision on termination will be reached by the Town Clerk within a further 5 days.

30. Legal Obligations

The Tenant of an allotment garden must at all times observe and comply fully with all laws and regulations. They may 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.

31. Enforcement

The following enforcement procedure will apply:

- a. **Formal Warning** – Tenants who fail to comply with non-payment or overgrown plots, will in line with their tenancy agreement will be contacted by email/phone/letter.
- b. **Notice to Quit** – Tenants who fail to respond to a formal warning within 30 days will automatically be given notice to quit.

32. Power of Eviction

In the event of a serious breach of this document, the Council reserves the right to serve immediate notice to quit, without progression through the stages mentioned in this document.

33. End of Tenancy

The tenancy shall be terminated upon the death of the Tenant. Upon notification of death, the Council will use the waiting list, offer the plot to the person at the top of the waiting list. The Council will inspect the plot and agree with the incoming Tenant that the latter will continue to manage the plants and contents of the former Tenant.

The tenancy shall also be terminated should the Tenant become seriously ill and cannot find someone to maintain their plot while they are unable to do so, with consideration from Officers of the Council.

The tenancy may also be determined in any of the following manners:

- by either party giving to the other one months' notice in writing / by email.
- by re-entry by the Council at any time after giving three months' previous written notice 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.
- by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant.
- if the rent or any part thereof is in arrears for not more than 30 days whether legally demanded or not.
- 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.
- 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 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.
- The deposit will be returned to the Tenant once the plot inspection has determined that the plot is in a good condition and all structures, water-butts and relevant equipment have been removed. Deposits are kept in the Town Council current account with relevant codes attached.

Notices

Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Town Clerk and may be served on the Tenant either personally, by prepaid post to their address or by email.

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.

In signing this document, I can confirm that I have read all the documentation and fully understand the content of this document.

SIGNED:

PRINT NAME:

DATE:

Adopted: January 2025

Review: January 2028

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 six feet by four feet.

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 put on a stable/level surface.
- c) All sheds, greenhouses and water containers must be kept in good condition at all times.
- d) Tenants who relinquish their allotment plots shall remove any structure that has been installed by the allotment holder. This includes sheds, polytunnels, greenhouses, water butts, old wheelbarrows. The plot should be left in a good order, Tenants that fail to comply with this condition will incur an additional cost for the Council to remove these items over and above their deposit if the existing structures are not wanted by the new Tenants.
- e) Construction of fences. The maximum height should be four feet and fences should be maintained and kept in good order at all times.

BIGGLESWADE TOWN COUNCIL
Public Lands & Open Spaces Committee 28th January 2025
Item 9c: Burials & Memorials Regulations Review

Implications of Recommendations

Corporate Strategy: PLACE: A Vibrant Town: The Town Council will improve the environment of the cemeteries in Drove Road and Stratton Way and upgrade and re-purpose the Grade II listed chapel in Drove Road.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The PLOS Committee reviewed the Burials & Memorials Regulations on Tuesday 1st October 2024. Members resolved to that “*subject to the changes recommended ... to agree the proposed Burials & Memorials Regulations progress to the F & GP Committee for a fees discussion*”.

The fees were discussed at the F&GP Committee meeting on Tuesday 3rd December 2024.

Summary

Officers have reviewed the existing policy and have brought the policy up to date to ensure that it meets the current requirements of the Town Council.

The review has been conducted in collaboration with the PLOS Chairman and Deputy Chairman, and PLOS Committee Members. Proposed changes include clarification on the non-resident status, an increase in some fees, proportionate with other town increases, clarification on memorial design and sizes, and increased accountability of undertakers and gravediggers.

The recommendations of the PLOS Committee meeting have been incorporated into the attached policy (Appendix A).

Recommendations:

That PLOS Committee Members resolve to adopt the Burials & Memorials Regulations and that Officers upload the policy to the Council’s website.

The policy will be reviewed again in January 2028.

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance and Strategic Partnerships

Appendix A: Burials & Memorial Regulations – Clear copy.

Burials and Memorial Regulations

Drove Road & Stratton Way Cemeteries



Published by Biggleswade Town Council

Adopted: January 2025

Next review: January 2028

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INTERMENTS

1. This policy is in compliance with the 1977 Local Authorities Cemeteries Order and the Institute of Cemetery & Crematorium Management (ICCM) guidance.
2. Notice of interment is to be given between the hours of 9.00 a.m. and 5.00 p.m., Monday to Thursday, and 9.00 a.m. to 4.30 p.m. on Friday, at the Town Council offices, at least 5 working days in advance of any interment.
3. No interment will be allowed before 9.00 a.m. or after 2.30 p.m. Monday to Friday. No interment will be allowed on a Saturday, Sunday or Public Holiday.
4. All fees and charges are to be paid to the Council at the time of application and before the work in respect of which they are payable is begun. A receipt for such fees and charges will be produced once payment has been made.
5. The Council will arrange for the grave space to be marked.
6. Undertakers will be responsible for:
 - a) Ensuring the Notice of Interment forms are completed fully, a minimum of 5 working days prior to the commencement of the interment.
 - b) The delivery of the Certificate of Burial or Cremated Remains Certificate to the Council Offices 5 working days before the interment takes place.
 - c) Arranging a gravedigger to prepare the burial or cremation plot and to backfill the burial or cremation plot. The Council does not prepare or backfill burial or cremation plots.
 - d) Ensuring that gravediggers are provided with a plan of the appropriate section of the Cemetery.
 - e) Confirming with the gravedigger the exact location and depth of the grave space, prior to digging.
 - f) Ensuring the gravedigger meets on site with a Council representative prior to digging, to ensure the correct plot is identified and that work is carried out to the Council's specification.
 - g) Ensuring that the gravedigger excavates the correct plot size on the day preceding

an interment (except for weekends and Bank Holidays). Correct depths to be excavated are as follows:

Interment Type	Depth	Width
Burial: Triple Depth	Dependent on ground conditions and water table.	34" only
Burial: Double Depth	6'6" only	34" only
Burial: Single Depth	4'6" only	34" only
Ashes: Single	2' only	34" only
Ashes: Double	2'6" only	34" only
Ashes: Triple	3'2" only	34" only

The Council will inspect the grave depths and check that all requirements have been met.

- h) Ensuring the grave is not left open and uncovered preceding an interment taking place.
 - i) Ensuring the gravedigger is present on site for the duration of the interment, in order to ensure that the grave can be backfilled immediately after the interment ceremony. If the gravedigger is not on site at the time of the interment the ceremony will not be allowed to proceed.
 - j) Ensuring the gravedigger is responsible for infilling the grave with topsoil, level with the adjacent land.
 - k) Ensuring the gravedigger provides a soil box. The gravedigger must not, under any circumstances, place soil directly onto another burial or cremation plot.
 - l) Ensuring that the grave digger removes all leftover soil from the Cemetery grounds after a burial or ashes interment.
 - m) Correct shoring of graves to be carried out where necessary and especially during inclement weather when the risk of siding collapse is greater.
 - n) Ensuring no cars, motorbikes, bicycles, vans, lorries, or trucks are to be taken to the grassed area of the Cemetery.
7. In every case of interment in a purchased grave space or plot, the consent of the purchasers or owners or their lawful successors of the Exclusive Right of Burial must be given on the Notice of Interment Form.
 8. A non-resident who purchases an Exclusive Right of Burial must pay non-resident fees when the interment takes place, if they are still living away from Biggleswade. A non-resident is classed as a person who has not lived within Biggleswade in the last three years. A resident is classed as someone who is on the electoral roll or has been on the electoral roll for 5 years of the last 10 years for Biggleswade, and their minor children. Any interment of non-residents will pay the non-resident fee.
 9. Purchasers or owners of the Exclusive Right of Burial in Drove Road or Stratton Way Cemeteries cannot transfer their rights therein to any other person or persons without the written consent of the Council and every such transfer shall be surrendered for the purpose of transfer to the person or persons to whom the owners desire, if the Council

shall so think fit.

10. Grave spaces or plots are sold in a strict sequence, to preserve the integrity of the Cemetery. The strict sequence is rigorously applied for purchases of one or more grave or plot.
11. The selection of grave spaces or plots for common interments will be carried out in a strict sequence by the Council. Only residents can pre-purchase plots and no plot can ever be reserved.
12. If more than one body is to be interred in any grave, whether purchased or unpurchased, where bricked graves or vaults are not constructed, a layer of earth at least 12 inches in thickness, must be left between each coffin interred therein and 2 feet of earth between the top of the upper coffin and the ordinary level of the ground.
13. Excavations for vaults and bricked graves, or for interments therein, are to be made under Council supervision, by the purchasers of the right of burial therein, who will be required to fill up and level the ground, to replace and make good any turf or shrubs, (not being on the grave space in which the vault is made) and the paths or roads that may be displaced or disturbed in the progress of the work, to remove all surplus soil, and who will be held responsible for any injury that may be done during such work to any adjacent vault or grave or to any tomb or memorial stone.
14. No trees or shrubs can be planted in any part of the ground except by the Council. Any trees or shrubs planted either in grave sites or within the grounds without the permission of the Council may be removed by the Council.

MEMORIALS, MONUMENTS, MASONRY AND MEMENTOS

15. All gravestones, monuments, memorials and inscriptions are subject to the approval of the Council via the issue of a valid Memorial Permit to erect and install such memorials. The permit will include records relating to inscriptions to be placed, drawings showing the form and dimensions of every memorial proposed and the correct plot number. The Council retains the right to be the ultimate authority relating to gravestones, monuments, memorials and inscriptions.
16. All memorials are to be kept in a good state of maintenance and repair by owners or their lawful successors, except if a special financial arrangement is made with the Council. If maintenance and repairs are not carried out after due notice, the memorial(s) may be removed by order of the Council.
17. Memorials may not be made of Bath, Caen or other soft stone. Cramps and dowels used in their construction must only be of stainless steel or non-ferrous metal. The materials and workmanship must be to the satisfaction of the Council and in compliance with ICCM guidelines.
18. The following memorials are permitted to be placed in the main part of the Cemeteries on purchased graves (a grave in respect of which a grant of exclusive right of burial has been granted).
 - a) A headstone or gravestone or tombstone not exceeding 4 feet in height with or

without kerbstones, and with or without flat stone. Kerbstones or a flat stone must not exceed 7 feet in length and in the case of a single plot 3 feet in width and in the case of a double width plot, 7 feet in width.

- b) A flat plaque not exceeding 24 inches by 18 inches.
 - c) A monument not exceeding 4 feet in height, 6 feet in length, and 3 feet in width for a single plot and 6 feet wide for a double plot.
 - d) A monument (such as a vase) not exceeding an overall height of 1 foot 6 inches.
 - e) In the case of a child-size plot a gravestone or tombstone not exceeding 2 feet in height, 4 feet in length and 2 feet in width.
 - f) The absolute maximum height of the above is 5 feet, including any additions, having ensured agreement from the Council.
19. Stratton Way Cemetery has designated areas for cremations (ashes). The only memorials permitted by the Council to be placed in these sections are small plaques, vases and ashes containers, none of which exceed 18" by 18" by 2". The Council accepts no responsibility for any damage caused to any items or for ensuring that it is replaced in its proper position after maintenance and grass cutting.
20. Applications for the erection, re-erection and removal of memorials must be made to the Council via the application form on the Council's website.
21. The Council reserves the right of passage over and around all graves and, where such a course is necessary, temporarily to cover or remove without notice, the headstone / tablet / vase / ash container upon any grave, to permit the re-opening of another grave in the vicinity, or for any other purpose.
22. The Council reserves the right to remove, refix, move, line-up or alter the position of any headstones / tablets / vases / ash containers as it may require.
23. Memorials and all materials for placing them and materials for removing or performing any work upon them at the cemetery must be assembled and made ready before the admission of the contractors to the cemetery. Any work carried out should not leave holes in an uncovered or unsecured state without adequate protection to prevent injury to others.
24. Contractors must provide their own tools, planks and other equipment required by them. Workmen must not be present at the Cemetery before 9.00 am or after 3.30 p.m. and not at all on Saturdays, Sundays, and Bank Holidays in any year. All work must be performed as expeditiously as possible. Contractors must remove their tools and all other equipment brought to the cemetery forthwith upon completion of the work.
25. All damage to the Council's property or to other monuments caused by the bringing in or taking out of materials by a contractor or other person or by their negligence or that of their workmen must be made good by the contractor or other person.
26. The Council will not be responsible in any way whatsoever for damage to or loss of memorials, vases, articles or mementos.
27. The owner of the Exclusive Rights of Burial or their estate are responsible for ensuring the safe and secure condition of the memorial and indemnifies the Council against all

claims, demands, proceedings of persons injured because of the unsafe condition of the memorial.

28. Memorial Masons must ensure that leftover soil is taken away from the cemetery grounds after completing memorial works.
29. No wreaths/floral tributes/plants or any other item are to be placed on the grassed area in front of or surrounding a memorial, gravestone or plaque, except at the time of interment (which must be removed within 14 days and if not, the Council will remove at a charge).
30. Unauthorised kerbstones which separate the grave from the grassed area are not allowed. Gravel, stones or anything which would separate the grave from the grassed area to the front, side or rear of a memorial are not allowed.
31. Other than by the Council's Public Realm Team or subcontractor, the use of strimmers / mowers, chemicals / poisons, or weed sprays is strictly forbidden.
32. The Council reserves the right to remove from the plot or Cemetery, faded flowers, vases, bottles, tins or any objects which are not authorised and which in its opinion are objectionable or unsightly. The public must deposit all litter or faded flowers in the allocated bins at the Cemetery.
33. Relatives or their estate will be asked to remove items or anything which is in breach of these regulations. Items not removed within 14 days of the request will be removed by the Council and relatives will be invoiced for the costs incurred by the Council on removal of such items.
34. Christmas Wreaths must be removed before the end of the following January.
35. In the interests of Health & Safety, vases, planters, and other ornaments made of glass or plastic are not allowed. Relatives are responsible for the upkeep of the allotted burial plot and must remove weed growth, and any self-set trees, or brambles or any other invasive plants from the burial plot until such time as there are no relatives that can carry out this maintenance. The Council will then instruct the Public Realm Team to carry out this work but only in cases where it has been proved that there are no relatives to carry this maintenance out.
36. The Council has the powers under the Local Authorities Cemeteries Order, 1977 to take action necessary to remove danger which arises by reason of the condition of a memorial or deal with it in any way to ensure the proper management regulation and control of the cemetery.

BURIAL RECORDS & CEMETERY PLANS

37. A Register of Burials will be kept at the Council offices where, at all reasonable times, searches may be made and certified extracts obtained for a fee.
38. A Plan of Drove Road Cemetery and Stratton Way Cemetery, showing the position of each grave is kept at the Council offices and may be seen at all reasonable hours without charge. If copies are requested, these can be provided for a fee.

39. Residents only are able to purchase a plot in advance from the Council. The Council will issue the next sequential plot available in the relevant section to preserve the integrity of the Cemetery.
40. The Council's fees for interments, plot purchase, memorials and other burial-related activities and administration fees is published on its website to give full transparency to its services. The agreed fees will remain in place from April to the following March of every year. Fee changes due by 1st April annually will be advertised in advance.

CEMETERY RULES

41. The Cemetery pedestrian gates are open to the public at all hours.
42. The Cemetery gates and bollards are secured via a chain and padlock. Under no circumstances should the chain be removed other than by the Public Realm Team. Anyone found to be removing chain via unauthorised methods will be reported to police and face potential prosecution.
43. All visitors will be expected to observe perfect decorum in all respects, not to disturb any persons in the cemetery who are attending a burial, tending or visiting a grave and to not smoke within the cemetery.
44. Prams and cycles will be allowed in the cemetery but must be wheeled on the roads or paths only.
45. All games are prohibited.
46. Dogs are not allowed in the Cemetery unless special dispensation has been given by the Council. In this case they must be on a lead, supervised and under the control of a person tending a grave. Service animals are permitted on-site but must be also kept securely on a lead at all times.
47. Dog Fouling is an offence under the Dogs (Fouling of Land Act) and subject to a fixed penalty fine.
48. The taking of photographs and video in the Cemetery, unless prior permission has been given by the Council, is strictly prohibited.
49. The Council reserves the right to refuse permission to any persons to enter the cemetery while a funeral service is in progress unless the person concerned are relatives or friends of the deceased. The Council reserves the right to ask any persons to leave the cemetery.
50. The Council reserves the right to make any additions or amendments to the regulations and charges at any time.

Any further information may be obtained from the Council Offices.

OFFENCES AND PENALTIES

Disturbance, Nuisance and Wilful Interference Article 18 (1) of the Local Authorities Cemeteries Order 1977 provides that no person shall:

- (a) wilfully create any disturbance in a cemetery;
- (b) commit any nuisance in a cemetery;
- (c) wilfully interfere with any burial taking place in a cemetery;
- (d) wilfully interfere with any grave or vault, any tombstone or other memorial, or any flowers or plants on any such matter; or
- (e) play at any game or sport in a cemetery.

By Article 18 (2), no person not being an officer or servant of the burial authority, or another person so authorised by or on behalf of the burial authority shall enter or remain in a cemetery at any hour when it is closed to the public.

Every person contravening any of the above provisions is liable to prosecution.

Any abuse towards Council employees will result in the forfeiture of the agreement and the exclusion of offending parties from the cemetery.

ADMINISTRATION

- (a) All notices or applications required by these Regulations are to be sent to the Council.
- (b) The fees payable shall be in terms of the attached schedule.
- (c) The Council reserves the right to alter or vary the foregoing regulations or to deviate from them in any particular instances if appropriate.

FEES

Please see Appendix A for the current fees.



BIGGLESWADE TOWN COUNCIL

Application to purchase a plot in Stratton Way Cemetery

Name: _____

Address: _____

Post Code: _____

Type of plot required (* delete as appropriate)

***Full burial / Cremated remains**

***Single / Double depth**

***Consecrated / Non-Consecrated Ground**

I enclose herewith ***cash / cheque** in the sum of £

By signing this document, I agree to adhere to the existing Burial and Memorial Regulations document. I understand that I will, in due course, be issued with the Grant for Exclusive Right of Burial in Biggleswade Cemetery together with Biggleswade Town Council Cemetery Regulations. This Grant is subject to the provisions of any Order made under Section 214 of the Local Government Act 1972. A copy of any such Order currently in force may be inspected at all reasonable times at the Office of Biggleswade Town Council.

Signed

Date

**Please complete as appropriate and return the form and fees to The Town Clerk,
Biggleswade Town Council, The Old Court House, 4 Saffron Road, Biggleswade,
Beds. SG18 8DL**

This box is for office use only			
Plot no. in section Stratton Way Cemetery			
Receipt No.		Date Grant No.	
Reg. of Purchased Graves		Date copied to Ground staff.....	

Adopted: January 2025

Next review: January 2028

BIGGLESWADE TOWN COUNCIL
Public Land Open Spaces Committee 28th January 2025
Item 9d: Football Bookings Policy Review

Implications of Recommendations

Corporate Strategy: HEALTH AND WELLBEING: A Healthy Town: The Town Council will continue to develop indoor and outdoor recreational and leisure facilities.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The PLOS Committee reviewed the Football Pitches Booking Policy on Tuesday 1st October 2024. Members resolved to that “*subject to the changes recommended ... to agree the proposed Football Pitches Booking Policy and Terms & Conditions progress to the F & GP Committee for a fees discussion*”.

The fees were discussed at the F&GP Committee meeting on Tuesday 3rd December 2024.

Summary

Officers have reviewed the existing policy and have brought the policy up to date to ensure that it meets the current requirements of the Town Council. Officers collaborated with the PLOS Chairman and Deputy Chairman, and football clubs as current users, to ensure the proposed policy is fit for purpose.

The main proposed changes to the current policy include the introduction of a new online function for the general public to make football pitches bookings. Additionally, Officers have worked to ensure that the online bookings software platform clearly articulates all football pitches, sizes, locations, associated infrastructure and charges at a glance. The policy clarifies the energy consumption and payment accountability. The changes will streamline the bookings process by making it easier and quicker for bookings to be made and will result in a reduction in staff resourcing.

The recommendations of the PLOS Committee meeting have been incorporated into the attached policy (Appendix A).

Recommendations:

That PLOS Committee Members resolve to adopt the Football Pitch Booking Policy and that Officers upload the policy to the Council’s website.

The policy will be reviewed again in January 2028.

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance and Strategic Partnerships

Appendix A: Football Pitch Bookings Policy – Clear copy.

Football Pitches Booking Policy and Terms & Conditions

1st October 2024



Published by Biggleswade Town Council

Adopted: January 2025

Next review: January 2028

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1. Purpose

Biggleswade Town Council, “the Council”, recognises and accepts responsibility for providing an efficient booking system for football pitches and frequent grounds maintenance to ensure optimal pitch standards. This policy seeks to outline these responsibilities and highlight those that apply to “the Hirer”.

2. Sites

- a. The Council has three sites and eight football pitches detailed below. Each is equipped with changing room facilities.
 - Eagle Farm Road (no floodlights without prior permission)
 - 80 x 50 yards with posts
 - 60 x 40 yards without posts
 - 40 x 30 yards without posts
 - Stratton Way Recreation Ground (no floodlights without prior permission)
 - 100 x 60 yards with posts, covering or including:
 - 40 x 30 yards without posts
 - 40 x 30 yards without posts
 - Training Pitch
 - The Lakes (no floodlights without prior permission)
 - 98 x 55 yards with posts
 - 40 x 30 yards without posts

Pitches can be booked out throughout the football season, which runs from the end of August/ beginning of September through to the end of May. The pitches are then left to recover in the closed season to enable maintenance work.

3. Bookings

- a. The Council uses an online booking system to organise all bookings. The Council invites ad hoc bookings from members of the public via the active link on the Council website.
- b. Any football clubs wishing to make a booking for the first time, should contact enquiries via enquiries@biggleswadetowncouncil.gov.uk to evidence their status as a club. A document from an accredited footballing organisation (e.g. FA) demonstrating the status

of the club will suffice. After evidencing status as a club, the Hirer will be sent this document setting out clear hiring conditions, which needs to be signed by both parties. At this point, the Hirer will be sent scheduling links to allow them to book. For any difficulties with the online booking system, the Council should be contacted to provide support. Clubs cannot book on behalf of other clubs.

- c. Other sporting organisations, community groups and individuals can also enquire to book the pitches using the website link and will be considered on a first-come, first-served basis. Decisions are at the discretion of Council Officers and are subject to pitch conditions.

4. Invoicing

- a. After a booking is submitted, the email address used for signing up will receive an email from the Council advising of the payment required, with 14 days for invoice payment. The Council's bank details will be provided, and a BACS transfer should be made. Other means of payment can be accommodated in exceptional circumstances.

5. Cancellations and Amendments

- a. Cancellation requests can be completed through the online booking system up to 24 hours in advance of the booking. Any refunds required following a cancellation will be administered by the accounts team shortly after the cancellation via BACS. No refunds will be provided if a cancellation is requested within 24 hours of the session start time unless there are exceptional circumstances. Cancellations not notified to the Council within 24 hours will be charged. In cases where the Referee on the day of the booking cancels a fixture, the Council will provide a free session at a suitable time.
- b. Amendments should be requested through the enquiries email address: enquiries@biggleswadetowncouncil.gov.uk

6. Terms and Conditions of Use

- a. The Council highly values its staff and employees' interactions with the public. In keeping with this ethos, the Council expects that all bookings made will be carried out in full observance of mutual respect to all.
- b. Clubs making a booking are required to fill out and sign this document which covers their booking and associated facilities.
- c. All bookings must be made in good faith and the Council expects clubs and the public to fulfil their booked sessions in full. In the event that clubs do not play during their allotted bookings, the Council reserves the right to charge.
- d. The Hirer will pay a charge to use the changing room facilities which includes the use of water. The Hirer will need to pay an additional charge for the use of electricity. Both charges will be applied based on the booking timings. All changing rooms must be returned to the Council in a fit, clean and proper condition, as they were prior to the booking, and out of respect for other users. Failure to adhere to this requirement may result in additional cleaning charges being levied.
- e. In order to maintain a high standard of cleanliness, each user is responsible for ensuring that the facilities are kept in a fit, clean and proper condition. The Council will routinely

inspect the facilities to ensure adherence. The Hirer will report to the Council any maintenance problems that may need rectifying.

- f. The Council reserves the right to monitor and enforce a penalty charge or potential exclusion notice to any Hirer which do not adhere to this stipulation.
- g. Storage of football or any other associated sports or general equipment is not permitted at any time within the Council's facilities.

7. Agreement between the Council and the Hirer:

This agreement sets out the conditions and arrangements for "the Hirer" or "the Club" making a booking of football pitches and facilities at Eagle Farm Road, Stratton Way and The Lakes, Biggleswade [the "Facilities"], managed by Biggleswade Town Council [the "Council"].

This agreement has been made as a special arrangement between the Council and the Club / Hirer and is not extended to individuals or teams beyond the scope of this agreement.

The following terms are agreed:

- a. It is agreed that the Council and the Club will communicate via the football leads of both parties.
- b. This agreement does not exclude the Council from accepting bookings by other individuals or organisations.
- c. The Club will endeavour to provide the Council with details of match and training fixtures a minimum of two months in advance to enable bookings to be secured.
- d. The Council require at least two weeks' notice of additional pitch hire requirements to enable the Council to ascertain technical requirements. For the avoidance of doubt, notification of pitch hire requirements does not constitute a booking until it has been confirmed by the automatically generated booking confirmation notice. The Council is unable to guarantee the availability of Facilities at short notice.
- e. The Council will make every reasonable effort to ensure that the Facilities are maintained in an adequate and safe condition, including regular inspections, grounds maintenance and line marking. However, the Council is not able to accept liability for incidents and disruptions beyond its control, including but not limited to adverse weather conditions, flooding or vandalism.
- f. The Club will return all keys provided at the end of any such agreement and upon request. Keys held by the Hirer must not be copied or shared. No locks are to be changed or altered in any way.
- g. This document includes details of the named points of contact for the Council and the Hirer, agreed Allocated Key Holders, Alternate Key Holders and individual team representatives.
- h. The Hirer will understand and agree that the booking will result in the Hirer being responsible for the safe operation of the facilities. In the unlikely event of a fire, the Hirer will notify the Emergency services by dialling 999, and the Council, providing details of the incident. Users will go to the evacuation and muster point on site and await the arrival of the emergency services. A separate fire safety document is provided at each location

for reference.

- i. All representatives and members of the Club or the Hirer will ensure that the Facilities are treated in a considerate manner. The Club / Hirer will also ensure that visiting teams playing against them treat the Facilities in a considerate and respectful manner.
- j. The Hirer will ensure wherever possible that cars are parked in the area designated to the Facilities and have consideration for local residents.
- k. The fees per pitch booking are published on the Council's website. The fees for pitch hire will be reviewed in April each year.
- l. Invoices will be issued to the Club's Named Point of Contact.
- m. A £50 refundable deposit upon signing this document will be added to the invoice for the Club. The deposit will be returned at the end of the season subject to proper use of the facilities. If this deposit is not paid to the Council, facilities cannot be used.
- n. Cancellations not notified to the Council within one working day will be charged. In cases where the Referee on the day of the booking cancels a fixture, the Council will provide a free session at a suitable time.
- o. No floodlights are allowed to be used unless prior permission has been sought and evidence of application to planning authority to operate floodlights has been produced from the Clubs to the Council.
- p. This agreement is subject to review and either party may terminate the arrangement with a period of notice of one week in writing to the Council.

UK Data Protection Act. By signing this agreement, it is understood that the Council may store and process personal information in order to satisfy the requirements of the booking as well as any correspondence with the Town Clerk. The Council retains the right to request modification on the information that is kept on record for the purpose of the booking in full compliance with the act.

NAMED POINTS OF CONTACT

The named point of contact at Biggleswade Town Council will be:

Business Support Officer – Biggleswade Town Council
The Old Courthouse, Saffron Road, Biggleswade SG18 8DL
01767 313134
enquiries@biggleswadetowncouncil.gov.uk

The named point of contact(s) at the Club making the booking will be:

Name:

Contact number:

ALLOCATED KEY HOLDERS / TEAM REPRESENTATIVE:

Primary Key Holder:

Alternative Key Holder(s):

PAYMENT

An invoice will be sent to the email address used for the booking.

Please direct any enquiries to enquiries@biggleswadetowncouncil.gov.uk.

You are not eligible to use Biggleswade Town Council facilities until a signed copy of this agreement is received.

I have read and understood this document.

Name:

Signed (for and on behalf of [XXX]):

Date:

Name:

Signed (for and on behalf of Biggleswade Town Council):

Date:

This agreement is valid for one season.

TO ALLOW MAINTENANCE AND RECOVERY OF FOOTBALL PITCHES AFTER THE PLAYING SEASON, THERE WILL BE NO PITCH HIRE FOR TRAINING OR MATCHES FROM THE START OF JUNE TO THE END OF AUGUST EACH YEAR.

Published by Biggleswade Town Council

Adopted: January 2025

Next review: January 2028

Please see Appendix A for the current fees.

BIGGLESWADE TOWN COUNCIL
PLOS Committee 28th January 2025
Item 9e: Drove Road Bowls & Tennis Development Report

Implications of Recommendations

Corporate Strategy: Environment a Green Town: Continue to develop indoor and outdoor recreational and leisure facilities. Re-develop the Council's tennis courts to provide a broader tennis offer to the community.

Finance: Explore external grants or S106 funding options (Approved by the RFO & Deputy RFO).

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

This topic went on several occasions to the Capital Asset Working Group (CAWG), the 14th November 2023 Town Council meeting, the 30th January 2024 PLOS Committee meeting, and a Capital Borrowing report went to the 22nd October 2024 Town Council meeting for discussion. The discussion concluded that the tennis proposal should move forward on planning.

Summary

The 22nd October Capital Borrowing report forms a key part of the wider precept 2025 discussion which Members voted on 21st January 2025. The report classified the tennis courts, which are a part of the Town Council's service provision, as requiring foundation and top surface refurbishment to ensure health and safety compliance. The Capital Borrowing report shared a detailed courts' condition external specialist assessment along with costings.

Figure One: Tennis Indicative Costs

Year	2024/25
Three courts foundation + resurfacing	126,000
Floodlighting	58,000
Totals	184,000

Officers are meeting CBC Officers to determine the availability of S106 funding in 2025-26. Officers will explore external grant funding from relevant organisations. The Town Council would need to provide match funding at an indicative 20% or higher, drawn from the Town Council Reserve.

Officers will submit a planning application to CBC (c.£234) for the installation of low-level floodlights for the tennis courts and screening. Following a prior public consultation exercise which covered tennis courts, Officers consider that launching a new public consultation to refurbish the existing tennis courts is not appropriate.

Post tennis courts refurbishment and installation of floodlights, the Town Council would need to implement a new operating model based on payment for use, annual pass, and external coaching.

Other towns in the county have adopted various models. Bedford Borough Council's modernised tennis offer states *'to accommodate various playing preferences, two fee structures will be implemented: a pay-per-hour rate of £6 for one-off games and a household annual pass priced at £40. The annual pass offers two hours of tennis court time per day for less than 80p per week for the whole family. Additionally, a comprehensive coaching program will be launched, catering to players of all ages and skill levels.'*

Recommendations:

That Members note the report, and agree to enable:

- Officers to discuss S106 funding options with CBC and to explore external sports funding in 2025.
- Officers to submit a planning application to CBC for proposed scoping works.

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance and Strategic Partnerships

BIGGLESWADE TOWN COUNCIL
Public Lands & Open Spaces Committee 28th January 2025
Item 10a: Stratton Way Cemetery Project Update Report

Implications of Recommendations

Corporate Strategy: PLACE: A Vibrant Town - Improve the environment of the cemeteries in Drove Road and Stratton Way.

Finance: Phase one of the project is being delivered via two external grants (Approved by the RFO & Deputy RFO).

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background:

This project has been considered by multiple PLOS Committee meetings, Town Council meetings, CAWG meetings, most recently including the PLOS committee on 30th January 2024, the 2nd April 2024, and the 4th June PLOS committees. The latter resolved to form a Working Group of Officers and Members to discuss the project in more detail. The Working Group (WG) met on several occasions, most recently on the 13th of December to steer the project and make project recommendations. The WG has stated that phase one of the project should be delivered via external grants and this principle should continue for phases two and three in future.

Summary:

The WG agreed the following actions for Officers to take forward to continue and complete phase one of the project;

1. The Town Council submitted two applications for landscaping and furniture. The Langford Windfarm fund grant application for £24,000 has been successful and CBC has confirmed that £7,300 will be allocated to procure eight heritage benches and eight heritage recycling bins. CBC has separately confirmed that the second application has been successful, and the Town Council will receive £7,254.50, of which £6,303.50 will be allocated for project landscaping. Officers are procuring the furniture and landscaping supplies in the current planting season window.
2. Officers have engaged with a Grand Union Property Manager to explore collaborative options for the unkempt land at the rear of the recreation ground. Options include creating new car parking spaces on that land under a memorandum of understanding to create more parking supply, leasing the space for a nominal fee, or negotiating a purchase of the land from Grand Union. Despite follow-ups there has been no response.

The next WG will focus on phase two planning. As previously reported, phase two mainly includes fortifying two roundabouts, knee-railing the front entrance, rear gates and ramp access, the children's memorial area, and various memorial equipment for procurement. Officers will source external grant funding to cover the costs of phase two.

Recommendation:

That PLOS Members note the progress of phase one, the two external awarded grants, and the proposed project direction of travel.

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance & Strategic Partnerships

Appendix A: Drawing of the bins to be installed on site.
Appendix B: Heritage Bench image.

Customer Artwork



AW3616 - Mixed Recycling - Black on White - Reversed for Perspex - Gold Back - 320mm x 125mm



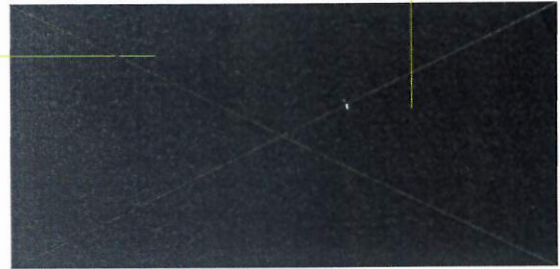
AW404-LITTER gold on black back-ground-290mm x 78mm

Hammerite Black



AW2881-Big-gleswade-210mmx-210mm

Hammerite Gold



London Underground aperture to front and back

Standard aperture to front and back

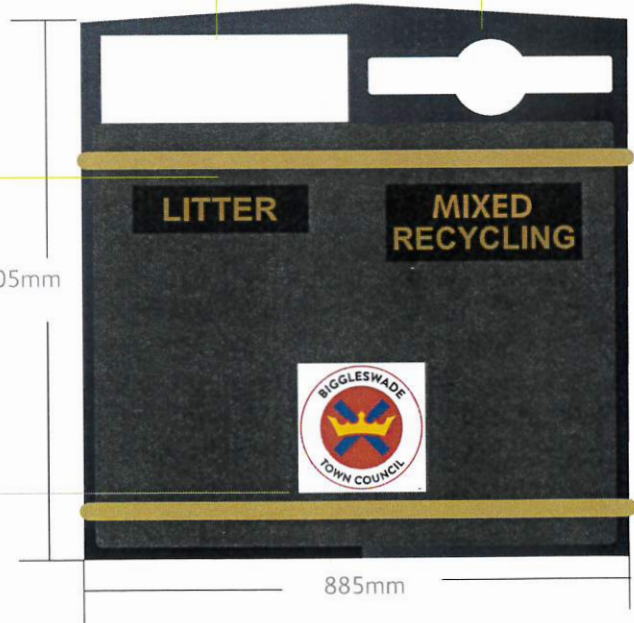
Heavy duty magnetic lock



Perspex to Front and back

905mm

Perspex Logo to Front and back



I certify that the above illustration is the correct representation of my order, that I have checked all sizing and colour references, and as such I approve the above for production

Signature: _____ Name: _____ Date: _____



