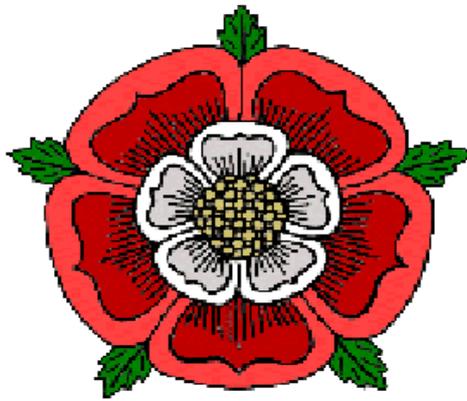


# **BRADING TOWN COUNCIL**



## **Allotments Management Plan**

Reviewed June 2021

## **1. AIMS.**

- To provide, protect and enhance the allotments for use by local residents in the first instance.

## **2. BACKGROUND**

The definition of the word *allotments*, as used by lawyers, is “*a share of land allocated or allotted to an individual as the result of the enclosures award*”. One result of the enclosures was the allocation of small parcels of land to individuals in compensation for rights to graze a cow or a few geese on the former common field of the village.

From these beginnings, the word allotment came to be used and over the years a succession of legislative reforms that date back to 1845 were introduced. This legislation is known collectively as the Allotment Acts and includes: The Smallholdings & Allotments Act 1908 and Allotments Act 1925 and 1950. There is also legislation contained in the Local Government Act 1972 and the Local Government, Planning and Land Act 1980.

Since the ‘Dig for Victory’ days, there has generally been a long-term decline in the number of persons renting allotments, due to changing lifestyles, the out-of-date image of allotments to younger people and a lack of investment. However, there is now evidence both nationally and locally of a growing interest in allotments from residents who are concerned with the environment and wish to produce their own food by sustainable methods.

Brading Town Council is committed to encouraging the use of environmentally sustainable practices and, therefore, recognises the need to provide high quality facilities to encourage these practices.

## **3. CURRENT PROVISION**

The allotments site is located on the area of land between Station Gardens and the FP38 footpath from New Road to the Railway Station. There are 17 good sized plots with some of them being split into two smaller plots.

At the time of writing all plots are in good order and cultivated.

In 2009 the Southern Housing Group gained planning approval to develop 11 houses on the former coal yard in Station Road. Slow worms, grass snakes, adders and protected species which were present on the site had to be relocated as conditioned in the approval. Southern Housing group approached the Town Council and agreement was reached to restore an area of the allotments site located in the south east corner as a wildlife site. Consequently this area was restored and designed to protect slow worms, lizards and grass snakes. The area also has the benefit of a pond which is fenced.

### **3.1 MANAGEMENT**

The responsibility for managing the allotments was devolved to the Town Council from the Isle of Wight Council in 2003. In 2011 the freehold of the allotments was transferred to the Town Council which is now the sole owner.

Rents and Community Rate water charges are collected annually in April each year. The cost of the rent depends on the size of the plot. The average cost per annum is £29.

A meeting is held in April each year with all plot holders invited. This is to:

- Sign Tenancy Agreements\*
- Collect rents and water charges
- Give plot holders the opportunity to discuss suggestions/proposals and raise any concerns.

### 3.2 MAINTENANCE – CUTTING CYCLE

Paths between plots are mown by plot holders and is a requirement of their tenancy agreement <sup>1</sup>.

The main path which runs east/west along the northern boundary is mown by a grounds maintenance contractor on a monthly basis between April and October.

The wildlife area is cut once a year in December/January when slow worms etc are in hibernation. This is also undertaken by the grounds maintenance contractor.

### 3.3 HEALTH AND SAFETY

Monthly Health & Safety checks are carried out by a designated person from the Town Council. Any action that is required to address a Health & Safety issue is undertaken by the Town Clerk who will use their discretion on how urgent the issue may be and what action should be taken. This can range from no immediate action to closure of the Allotments.

### 3.4 ADMINISTRATION.

All day to day administration is undertaken by the Town Clerk and officers, with any major decisions being made by the full council and implemented by the Town Clerk.

### 3.5 VACANT PLOTS

Plot holders must notify the Town Clerk if they wish to vacate their plot and it must be handed back in good repair. Once the tenancy agreement has been terminated the plot can be advertised. The Town Council holds a waiting list and priority is given to residents of the parish of Brading. If there are no Brading residents on the list then the east Wight areas of Bembridge, St. Helens, Nettlestone and Seaview and Sandown can apply.

### 3.6 FINANCE

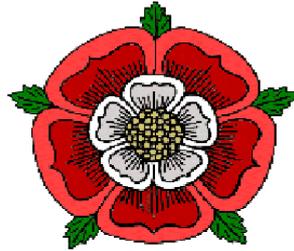
|                   |         |         |
|-------------------|---------|---------|
| Allotments budget |         |         |
| 2021/22           | 2022/23 | 2023/24 |
| £1000.00 approved |         |         |

|              |               |
|--------------|---------------|
| Created date | February 2014 |
| By           | CM            |
| Reviewed by  | SH            |
| Date         | June 2021.    |

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\* See Appendix 1 – tenancy agreement

# BRADING TOWN COUNCIL



# ALLOTMENTS TENANCY AGREEMENT

THIS AGREEMENT made on the .....between Brading Town Council of The Brading Centre, West Street, Brading, Isle of Wight PO36 ODR ('the Council') and ..... (**'the tenants'**) by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Station Gardens and referenced as **PLOT** ..... in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on ..... [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £....., which will include an identified amount as a contribution towards public liability insurance and water charges, whether demanded or not which shall be payable on the 01 April, and for every year after the first year of the tenancy the first instalment shall be due on the 01 April. The rent will be subject to annual review.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. During the tenancy, the tenant shall :
  - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
  - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
  - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
  - d) Not use any weed killer or pesticide without the permission of the council.
  - e) Not erect any notice or advertisement on the allotment garden.
  - f) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
  - g) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
  - h) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
  - i) not fence the Allotment Garden without first obtaining the Council's written consent;
  - j) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
  - k) trim and keep in decent order all hedges forming part of the Allotment Garden;
  - l) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;

- m) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
  - n) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - o) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
  - p) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant
  - q) The tenant shall inform the council of any change of his/her address.
7. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
9. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
- 10. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:**
- a. the rent is in arrears for 40 days or;**
  - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 7.**
  - c. If the allotment remains unused and unkempt for a period of three months or more.**
11. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
12. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- 13. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.**
14. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to the tenant.

15. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Town Clerk.

Signed by

.....  
The tenants

.....

and Miss Linda Allen



.....  
Town Clerk  
For and on behalf of the Council