

Kendal Town Council

Town Hall, Highgate, Kendal LA9 4ED
www.kendaltowncouncil.gov.uk



18 September 2023

To Members of the Allotments Committee and Site Representatives

Cllr G Archibald (Vice Chair)	Cllr J Cornthwaite
Cllr L Edwards	Cllr A Finch (Chair)
Cllr C Hardy	Cllr L Hendry

Site Representatives as appropriate

Canal Head	Deborah Allison	Rinkfield	Tony Hayton
Castle Drive	Mrs E Kelly	Sandylands	Vacancy
Castle Haggs	Gwen Tordoff	Sedbergh Road	Vacancy
Castle Haggs Ext	Jon Cox	Shaws Brow	Vacancy
Coley Barn	Eric Ashton	Town View	Vacancy
Crow Tree	Brian Williams	Underley Hill	John Youde
Greenside	Kim Baker	Underley Road	Chris Rowley
Greenside	Ali Paddle	Wattsfield	Ros Taylor
Natland Road	Vacancy		

You are invited to a meeting of Kendal Town Council Allotments Committee on **Monday, 25 September 2023, at 7.00 p.m., in the Council Chamber at the Town Hall, Highgate, Kendal.**

Yours faithfully

Chris Bagshaw
Town Clerk

AGENDA

Public Participation

Any member of the public who wishes to ask a question, make representations or present a deputation or petition at this meeting should apply to do so before the commencement of the meeting. Information on how to make the application is available on the Council's Website - <http://www.kendaltowncouncil.gov.uk/kendal-town-council/statutory-information/guidance-on-public-participation-at-kendal-town-council-meetings/> or by contacting the Town Clerk on 01539 793490.

1. Apologies

To receive and accept any apologies. If accepted, apologies will be considered to be for reasons approved by the council under the terms of local government act 1972, s85.

2. Declarations of Interest

To receive declarations by members and/or co-optees of interests in respect of items on this agenda.

3. Exclusion of Press and Public (Public Bodies Admission to Meetings Act 1960)

To consider whether there are any agenda items during consideration of which the press and public should be excluded.

4. Minutes from the Last Meeting (pages 3 to 7)

To receive the minutes of the meeting of the Allotments Committee held on 12 June 2023 and to authorise the Chair to sign them as a true record (see attached).

5. Minute Action Sheet (pages 8 to 10)

To consider a report on actions taken by officers on resolutions or recommendations made at previous meetings (see attached).

6. Co-option of Members

To consider the co-option of tenant members of the Committee.

Background

The Committee's new Terms of Reference allow for six councillor members and three co-opted members. The three co-opted members should be allotment tenants and may vote as ordinary members except on issues involving expenditure. The three co-optees do not have to be existing site representatives. Site representatives continue to have a role in the Committee's work, reporting on their respective site's issues, and assisting the Committee members in their management of the allotment estate.

7. Review of Spend against 2023/24 Budget (pages 11 to 12)

To consider a report on budget spending (see attached).

8. Budget and Rent Review 2024/25 (pages 13 to 14)

To consider the budget requirements for the next financial year and the appropriate level of rent to charge in January 2025 (see attached).

9. Review of Tenancy Agreements (pages 15 to 25)

To consider whether any changes should be made to the council's standard tenancy in January 2025 (see attached).

10. Rats on Allotments (page 26)

To consider a report on the current vermin/pest control situation (see attached).

11. Surplus Food – Community Initiative (page 27)

To consider a report on a community initiative to improve the appropriate distribution of surplus produce from allotments (see attached).

12. Cumbria Plan Bee (page 28)

To consider a suggestion that bee houses for solitary bees are sited appropriately on the Allotment Estate, and that tenants are suitably informed about the value of solitary bees and the risk presented by invasive Yellow-Legged Hornets (*Vespa Velutina*, also known Asian Hornets).

Background

This issue was discussed at full council and the Chair agreed to raise the matter with the Allotments Committee.

13. Townscape Officer Update

To receive a verbal update on the following:

- Water Troughs
- Fence at Castle Haggs Ext
- Tap at Greenside

14. Allotment Statistics Report (page 28)

To receive an update on collection rates, waiting lists and other indicators (see attached).

15. Site Representatives

To receive verbal reports from Site Representatives, and to consider what actions may be taken where no site representative has been present.

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Minutes of a meeting of the Allotments Committee held on Monday, 12 June 2023, in the Council Chamber at the Town Hall, Highgate, Kendal, at 7.00 p.m.

Cllr G Archibald (Vice Chair)	Apologies	Cllr J Cornthwaite	Absent
Cllr L Edwards	Present	Cllr A Finch	Present
Cllr C Hardy	Apologies	Cllr L Hendry	Present

Site Representatives present

Castle Haggs	Gwen Tordoff
Castle Haggs Ext	Jon Cox
Underley Road	Chris Rowley
Wattsfield	Ros Taylor

In attendance: Chris Bagshaw (Town Clerk), Inge Booth (Democratic Services Assistant) and Janine Holt (Council Services Officer).

A1/2023 Apologies

Apologies for absence were received and accepted from Cllrs G Archibald and C Hardy, and from Site Representative Ali Paddle (Greenside).

A2/2023 Declarations of Interest

Cllr Finch, for the purpose of transparency, reminded the Committee of his previously-declared interest as an allotment holder. In addition, also for transparency and in relation to Agenda Item No.7 (Request to Keep Bees on Wattsfield Allotments), he informed the Committee that he was himself a beekeeper.

A3/2023 Exclusion of Press and Public (Public Bodies Admission to Meetings Act 1960)

There were no confidential items included within the agenda.

A4/2023 Minutes of the Previous Meeting

Resolved: To receive the minutes of the previous meeting of the Allotments Committee held on 27 February 2023 and to authorise the Chair to sign them as a true record.

A5/2023 Minute Action Sheet

The Committee considered a report on actions taken by officers on resolutions or recommendations made at previous meetings.

A number of updates were provided, including:-

A32b2022 (Budget 2023-24 and Rental Charges 2024) – The Committee had questioned the apportionment of interest on the allotment reserve. The Town Clerk would revisit this now that interest rates were rising.

A40/2022 (Site Signage) – The Council Services Officer reiterated that she would be meeting with the Town Clerk and the Development and Delivery Manager, within whose remit community engagement lay, after Britain in Bloom.

A42/2022 (Site Representatives) –

The Council Services Officer believed that the issue of the lock at the Castle Hags Extension had not yet been dealt with but that the Townscape Officer would shortly be meeting with the tenant who was unhappy about it.

The Council Services Officer further undertook to meet with site representatives on the matter of newly-let allotments following Kendal and Britain in Bloom.

With regard to the potential for litter picking on allotments sites, the Council Services Officer reported that the Projects Officer had put together a schedule of litter picks and would be discussing with site representatives the matter of what type of litter needed collecting.

A43/2022 (Town Council Allotments) – The Town Clerk informed the Committee that there was nothing further to report at this stage.

Resolved: To note the report and additional updates provided at the meeting and outlined above.

A6/2023 Review of Spend against 2023/24 Budget

The Council Services Officer presented a report reviewing spend against budget as at 5 June 2023. Whilst the report showed no spend so far in the current year, the Town Clerk explained that there had, in fact, been spend but that it had not yet been processed and so did not appear within the document. The spend so far in 2023/24, he said, was less than £332.

Resolved: To note the report.

A7/2023 Request to Keep Bees on Wattsfield Allotments

A report was presented advising that a tenant from Wattsfield allotments had requested permission to keep a colony of bees on their allotment plot. Details of the supporting information provided by the tenant were contained within the report. This was an experienced beekeeper who already had five hives within Kendal. The tenant had discussed the matter with the allotment holders on either side of their plot, both of whom were supportive of the proposal. The tenant, within their application, had addressed a number of concerns which people may be likely to raise, in relation to proximity, risk of injury, regulation and bee welfare, emergency handling, livestock and the need for splitting of hives.

It was further reported that the tenant had contacted all the local residents, via a flyer through each door, to ascertain if there were any objections or people with bee allergies. No one had raised any concerns. The Council Services Officer would be contacting all the

tenants on Wattsfield to ensure that they were happy to have a colony of bees on site - approval would not be granted if any tenant on Wattsfield objected to the proposal.

The Committee was being asked to consider the request for permission to keep a colony of bees on Wattsfield allotments.

The Council Services Officer was now in a position to report positive responses from all of the allotments holders. She referred to a letter received earlier in the day expressing concerns in relation to swarming and bees moving into the residential area. The Council Services Officer herself expressed reservations as to what may happen in the future and whether the Town Council may find itself with a legacy of bees. She drew attention to the fact that whilst there was an element of livestock on Wattsfield, livestock was not really allowed on this site.

The Chair, having earlier indicated that he was a beekeeper, explained that now was the swarming season and how it was part of nature, how bees could swarm anywhere and how it was simple enough to retrieve a swarm.

The matter was discussed at length. Members of the Committee were, on the whole, supportive of the request, acknowledging the benefits bees brought in relation to cross pollination and biodiversity. The matter as to whether this may set a precedent was discussed, however, it was felt that each application had to be considered on its own merit. During discussion, the question was raised as to whether people in general planted enough pollinator flowers, it being felt that this should be encouraged both in gardens and on allotments. The potential for a condition for dedication of a proportion of the plot to pollinator flowers to be built into the beekeeper's agreement, as well as all tenancy agreements, was raised, particularly in light of the recent adoption by Council of its own Biodiversity Policy. Also suggested was the need to encourage companion planting in order to assist in a reduction of the use of pesticides, potentially through the publication of advice to allotment holders. The Committee as a whole supported the idea of redrafting all tenancy agreement conditions, including details relating to hens, vermin, rabbits, invasive species, etc. The Town Clerk undertook to address the matter.

Resolved: To grant the request to keep bees on Wattsfield allotments, subject to the provision of a condition for the dedication of a proportion of the plot to pollinator flowers.

Resolved: The Town Clerk to re-draft the Town Council's standard Allotments Tenancy Agreement as outlined above.

A8/2023 Allotment Statistics Report

The Council Services Officer presented a report which showed that the waiting list currently stood at 198 individuals. The list had reduced by 41 since the last meeting. 12 plots were vacant, details of which were provided within the report. 53 plots had been let since the last meeting.

The Council Services Officer informed the Committee that she would shortly be carrying out site visits, using her new app., and answered questions raised by Members and site representatives.

Resolved: To note the report.

A9/2023 Site Representatives

Chris Rowley, Underley Road Site Representative, referred to a plot on the site where glass bottles were being used as edging. Whilst pointing out that the plot was very well maintained, the use of glass bottles as edging, he felt, was of concern and may set a precedent. He enquired if a Council policy existed in this regard. The Council Services Officer said that there was currently no such policy, however, acknowledged that this was a health and safety risk. The Town Clerk undertook to address this within his current work on policies, both from a safety and pollution point of view. The Council Services Officer undertook to approach the tenant during her forthcoming site visit.

Chris further referred to a plot on the site which he felt may have been abandoned. The Council Services Officer, however, advised that this was not the case and undertook to approach the tenant of the plot during her visit to the site.

Resolved: The Town Clerk to address the issue of use of glass bottles as edging on allotments plots within his current policy update.

Resolved: The Council Services Officer to approach the tenant with regard to use of glass bottles as plot edging during her forthcoming site visit.

Resolved: The Council Services Officer to approach the tenant of the plot referred to as appearing abandoned during her forthcoming site visit.

Ros Taylor, Wattsfield Site Representative, referred to a gap in the fence on the site which the Council Services Officer had previously undertaken to look into. The Council Services Officer explained that she first needed to discuss the matter with the Town Clerk to check ownership of the panel which had been removed. It was her understanding that boundary was the Town Council's.

Resolved: The Council Services Officer to discuss the matter of the gap in the fence on Wattsfield allotment with the Town Clerk prior to addressing the issue.

Gwen Tordoff, Castle Haggs Site Representative, referred to reports of rats on the site. The Council Services Officer informed the Committee that she had spoken earlier in the day with the Pest Control technician who intended to bring another colleague with him next time he visited for a second opinion. She referred to the problems associated with rat control and to the laws with regard to use of poison, which were soon to become even tighter. This was a continuing struggle and there were limitations as to what could be done. The fact, however, that more plots were being let was acknowledged, which meant that there were less hiding places for rodents.

Resolved: The Council Services Officer to raise the matter with the Pest Control technician.

Jon Cox, Castle Haggs Extension Site Representative, informed the Committee of a rabbit problem along the bottom fence line of the site, where one keen allotment holder had lost all of his produce. This committed tenant had, sadly, suggested that he may give up his plot, and Jon had promised to discuss with the Committee the possibility of replacing that fence line. The Council Services Officer undertook to re-visit the matter and potentially to work on this in partnership with Cemeteries, although the question was raised as to whether Cadent should also play a part in discussions. The Council Services also referred to "Grazers" rabbit repellent, an organic spray, which Ros Taylor had suggested worked successfully, and for the potential for the Council to provide this to those tenants affected. She further suggested that tenants may need to consider netting their plots themselves, pointing out that allotments would never be free of rabbits. The Town Clerk referred to the expense of

fencing land which was not owned by the Town Council. He felt that, moving forward, there was a need to discuss the ownership of the land, which currently belonged to Westmorland and Furness Council.

Resolved: The Council Services Officer to re-visit the matter of rabbits on Castle Haggs Extension and potentially to work on the matter in partnership with Cemeteries.

Resolved: Moving forward, the Town Clerk to discuss the ownership of allotment land with Westmorland and Furness Council.

Cllr A Finch took the opportunity to seek an update in relation to cockerels and noise from Coley Barn. The Council Services Officer explained that, although noise could still be heard, it was not as bad as it had been in the past.

Cllr Finch also asked about the tap which the Townscape Officer had been going to install at Greenside. The Council Services Officer did not think that the work had been carried out as yet and undertook to follow up the matter. The Town Clerk drew attention to the fact that the water troughs at Canal Head were working well and had been very much welcomed by the tenants on that site. The Council Services Officer added that officers were being more proactive with regard to water meter readings on all sites.

Resolved: The Council Services Officer to follow up the matter of the installation of a tap at Greenside.

Resolved: To note the verbal reports from site representatives.

The meeting closed at 7.45 p.m.

Allotments Committee - Minute Action Sheet - as at 18 September 2023

Ref. No.	Meeting Date	Minute No.	Title	Action (Resolution)	Officer Responsible	Deadline, if any	Date Actioned	Comments
1	12/12/2022	A32b/2022	Budget 2023-24 and Rental Charges 2024	Contact CEO of new Unitary Authority to initiate process of returning freeholds of remaining allotment estate to the Town	CB		Position statement being prepared	
2	12/12/2022	A32b/2022	Budget 2023-24 and Rental Charges 2024	Circulate to Members answer to query about apportionment of interest on allotment reserve	CB		Sep-23	
3	27/02/2023	A40/2022	Site Signage	To authorise the use of up to £8,000 from the Allotment Reserve to install safe and uniform signage across the allotment estate.	JH		05/09/2023	Will meet with TC and DM to progress this project in October
4	27/02/2023	A42/2022	Site Representatives	The Townscape Officer to inspect the lock at the Castle Heads Extension.	PL		01/06/2023	To arrange to meet with a tenant who is unhappy with the lock and post.
5	27/02/2023	A42/2022	Site Representatives	To look into the matter of involvement of Site Representatives with regard to newly-let allotments.	JH		05/06/2023	To arrange a meeting with reps to discuss.
6	27/02/2023	A42/2022	Site Representatives	To look into the potential for active community group to carry out litter picking on allotment sites.	JH		Completed	The scheduled monthly litter picks can be undertaken on an allotment site if it was felt it was needed.
7	27/02/2023	A43/2022	Town Council Allotments	To approach a suitable solicitor to seek to progress the proposal.	CB		Position statement being prepared	

Ref. No.	Meeting Date	Minute No.	Title	Action (Resolution)	Officer Responsible	Deadline, if any	Date Actioned	Comments
8	12/06/2023	A7/2023	Request to Keep Bees on Wattsfield Allotments	To grant the request to keep bees on Wattsfield allotments, subject to the provision of a condition for the dedication of a proportion of the plot to pollinator flowers.	JH		Completed	Tenant informed of the Committee decision and conditions on 4.7.23
9	12/06/2023	A7/2023	Request to Keep Bees on Wattsfield Allotments	The Town Clerk to re-draft the Town Council's standard Allotments Tenancy Agreement as outlined above.	CB		Process begun at this meeting	
10	12/06/2023	A9/2023	Site Representatives	The Town Clerk to address the issue of use of glass bottles as edging on allotments plots within his current policy update.	CB		S8 of new Draft Tenancy agreement to cover	
11	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to approach the tenant with regard to use of glass bottles as plot edging during her forthcoming site visit.	JH		Completed	Emailed tenant on 5.9.23
12	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to approach the tenant of the plot referred to as appearing abandoned during her forthcoming site visit.	JH			
13	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to discuss the matter of the gap in the fence on Wattsfield allotment with the Town Clerk prior to addressing the issue.	JH		Completed	It has been confirmed that the fence belongs to the resident who does not wish to replace the fence panel.

Ref. No.	Meeting Date	Minute No.	Title	Action (Resolution)	Officer Responsible	Deadline, if any	Date Actioned	Comments
14	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to raise the matter (increase in rodents) with the Pest Control technician.	JH		5.9.23	Numerous discussions with the technician have taken place and Council Services Officer will work with tenants on some housekeeping issues. The matter has also be highlighted to W&F Council. Awaiting feedback from W&F.
15	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to re-visit the matter of rabbits on Castle Haggs Extension and potentially to work on the matter in partnership with Cemeteries.	JH		5.9.23	Townscape Officer to provide feedback in the meeting.
16	12/06/2023	A9/2023	Site Representatives	Moving forward, the Town Clerk to discuss the ownership of allotment land with Westmorland and Furness Council.	CB		Position statement being prepared	
17	12/06/2023	A9/2023	Site Representatives	The Council Services Officer to follow up the matter of the installation of a tap at Greenside.	JH		5.9.23	Townscape Officer to provide feedback in the meeting.

12/09/2023

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Detailed Income & Expenditure by Budget Heading 01/09/2023

Month No: 6

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<u>500 Allotments</u>						
5000 Allotments Capital Spending	25,333	(101)	0	101		101
5005 Allotments Gen Exp	8,044	653	8,800	8,147	770	7,377
5015 Allotment Water	2,102	768	1,800	1,032		1,032
5020 Allotment Rent	840	840	950	110		110
5025 Allotment Pest Control	2,076	1,098	3,000	1,902		1,902
Allotments :- Indirect Expenditure	38,395	3,259	14,550	11,291	770	10,522
Net Expenditure	(38,395)	(3,259)	(14,550)	(11,291)		
6000 plus Transfer from EMR	25,233	0				
Movement to/(from) Gen Reserve	(13,163)	(3,259)				
Grand Totals:- Income	0	0	0	0		
Expenditure	38,395	3,259	14,550	11,291	770	10,522
Net Income over Expenditure	(38,395)	(3,259)	(14,550)	(11,291)		
plus Transfer from EMR	25,233	0				
Movement to/(from) Gen Reserve	(13,163)	(3,259)				

Reserves Statement & Analysis 2022/23

Interest Apportionment 22/23

		Cl Rialtas Bal after in year Exp/Income	Interest	
			£3,684.62	
Wainwright Fund	£ 11,350.00		£89.74	
Allotments	£ 42,886.14		£339.10	
CIL				
	£ 82,980.79		£656.12	
			-£656.12	To Gen Reserves
Arts				
	£ 13,579.24		£107.37	
Development				
	£ 143,439.57		£1,134.17	
			-£1,134.17	To Gen Reserve
Visit Kendal Website	£ 2,450.00		£19.37	
			-£19.37	To Gen Reserve
CLlr Contributions	£ 6,700.00		£52.98	
			-£52.98	To Gen Reserve
CL&F	£ 1,728.00		£13.66	
			-£13.66	To Gen Reserves
E&H				
	£ 879.51		£6.95	
			-£6.95	To Gen Reserves
FRSWG	£ 110,000.00		£869.76	
			-£869.76	To Gen Reserves
River Connectivity				
	£ 2,708.00		£21.41	
			-£21.41	To Gen Reserves
Elections	£ 17,037.00		£134.71	
General Reserves				
	£ 30,259.77		£239.26	
			£2,774.42	
Balance	£465,998		£3,684.62	

Kendal Town Council

Agenda Report

Committee: Allotments	Meeting Date: 25th September 2023
From: Town Clerk	Agenda No: 8
Description: Budget and Income Review 2024/25	

Summary: To consider a proposed draft budget for the forthcoming financial year, 2024-25 and the plot rental charges for 2025.

Draft Proposed Budget 2024-25

Item	2023-24	Est outturn	percentage	Proposed 2024-25	Notes
Water	1,800	1,800	100%	1,950	
Rent	950	1,040	109.5%	1,050	Anticipated rental increase for Castle Haggs Ext
Pest control	3,000	3,000	100%	3,200	
Maintenance	8,800	8,800	100%	9,000	
Total	13,600	14,640	108%	15,200	

Estimated Rental Incomes

Although annual inflation for 2023 is running at around 6.5% per cent, the Council must balance this against the impact on Allotment Rents for 2025, by which time it is predicted that inflation will be stabilised. The current budget increased the rental charge in 2024 by 3%. A similar increase is proposed for 2025 which continues to compromise between necessary allowance for rising costs and an acknowledgement by the Council that Allotments meet a Climate Change priority and are subsequently required not to be prohibitively expensive.

The Reserve level is increased by the apportionment of £25,000 from the Community Infrastructure Levy, to initiate further expansion and improvement to the estate.

	2023	2024	2025	Notes
Income	23,671 (Outturn)	23,500 (Estimated)	24,200 (Proposed)	

Allotment Reserves

	1 April 2023	Proposed 1 April 2024	Proposed 31 March 2025
Cash	42,886	68,225	44,000

Kendal Town Council

Agenda Report

Committee: Allotments	Meeting Date: 25th September 2023
From: Town Clerk	Agenda No: 9
Description: Review of Tenancy Agreements	

Background

The Council should keep its Allotment tenancy agreements under review, to ensure they continue to represent best practice, and can be legally enforced. It is prudent to give tenants as much notice as possible of any likely change to their tenancy agreements. With this in mind, any changes agreed by the Committee before January 2024, will not come into force until January 2025.

Existing Tenancy Agreement

The Council's existing tenancy agreements, whilst containing many elements of best practice, does not conform to the Model Tenancy Agreement published by the National Association of Local Councils (NALC). NALC recommends that councils adhere to their model tenancy agreement as it assists them when giving legal advice to Councils on allotment related matters.

As well as complying with the necessary legislation (known collectively as 'Allotment Acts'), the NALC model enables a council to use a section of the Model to apply its own, specific rules (as allowed by the legislation and explained in the NALC guidance). This is the section which allows the Council to reasonably control numbers of hens, size of structures, behaviour of tenants etc. Additional conditions to consider may include discounts or preference for returning service personnel, a review of existing discounts (for instance currently some tenants receive a discount for keeping hens rather than growing produce), and the appropriate sanctions for late payment, non-cultivation, anti-social/nuisance behaviour etc.

The current KTC, NALC recommended and NALC Guidance are appended.

Recommendation

That the Council adopts the NALC template for its agreements from January 2025, officers submitting a draft version covering Kendal's specific needs for the Committee's approval at its next meeting.

Kendal Town Council SAMPLE TENANCY AGREEMENT (Existing 2023)

THIS AGREEMENT made on this FIRST DAY OF JANUARY xxxx BETWEEN the Kendal Town Council (hereinafter called the Council) and XXXXXX of XXXXXX, Kendal, LA9 xxx (hereinafter called the Tenant) by which it is agreed that:

1 : The Council agrees to let and the Tenant agrees to hire, as a tenant from 1 January XXXX the Allotment, the area being xxx Square Meter(s) @ £0 xx per Square Meter and part of the Allotments provided by the Council at XXX Allotments and at the current rent of £XX.XX and numbered XXXX in the Council Allotment Register.

2 : The Tenant shall pay a yearly rental on the commencement of the tenancy and thereafter on the 1st day of January in each year.

2.1 The Council agrees to let and the Tenant agrees to take the Allotment on a yearly tenancy from January to December.

3. The rent will be subject to an annual review by the Council.

4. The Tenant agrees with the Council as follows:

4.1 To pay the annual rent, in advance, in January each year. If after 40 days, non payment of rent will result in immediate termination of the tenancy.

4.2 The Tenant will sign the tenancy agreement and pay a deposit equivalent to 1 year's rent at the time of taking the allotment (not applied retrospectively). The deposit will be held in a holding account with no interest accrued. The deposit will be paid back when the tenancy ends, subject to the allotment being left in a good condition. **If the allotment is not left in good order the deposit will be retained and used towards the cost of clearing it for the next Tenant.** The Tenant will also be liable for any additional costs incurred by the Council. (see 4.21).

4.3 The Tenant will have a 3 month trial period from the date of signing the tenancy agreement to determine if they can commit the time and upkeep required to work an allotment and to prepare the allotment for cultivation. Due to administration costs, the rent will not be refunded. The deposit will be returned to the tenant subject to conditions set in clause 4.2.

4.4 The Tenant must keep pathways between plots and the perimeter border of their allotment in good condition and must not obstruct such paths.

4.5 The Tenant must keep the allotment in a proper state of cultivation and maintenance, (without the use of carpets as a weed suppressant) and keep the allotment in good condition throughout the period of the tenancy.

4.6 No trees, bushes or shrubs other than those producing fruit are to be grown on the allotment plot. Small fruit trees, bushes and shrubs should be properly cut and trimmed and should not grow any higher than 2.5 metres. Invasive plants such as willow are not permitted on allotments at any time.

4.7 The Tenant must not deposit or allow others to deposit any refuse on the allotment or adjacent paths. No building or DIY supplies are to be kept on any part of the allotment site. If any non garden items have to be removed by the Council, the Tenant will be liable for the cost of removal.

4.8 The Tenant must not practise unattended watering using sprinklers or any form of irrigation system connected to a site tap. Hoses must not be connected to site taps at the inconvenience of other tenants.

4.9 The Tenant is only permitted to burn non-compostable garden waste from their allotment. Bonfires must be kept to a minimum and not cause a nuisance to other plot holders, neighbouring residents or neighbouring businesses.

4.10 The Tenant is not to use the allotment for any trade or business purpose but solely for the cultivation of fruit, vegetables and flowers for the Tenant's domestic use. The Tenant must not assign part or sublet any part of the allotment.

4.11 The Tenant must ensure that boundary fences they erect are not hazardous either in construction or in the type of materials used and not to use any species of tree, shrub or bush for the purpose of delineating the boundary.

4.12 Prior written consent by the Council must be given to keep livestock or poultry upon the allotment. Cockerels are not permitted at any time.

4.13 The Tenants must keep any dogs brought to the allotment on a lead and under control at all times and to remove any fouling on the allotment, other allotments and pathways.

4.14 The Tenant must supervise any children under the age of 18 and not allow them to wander onto any adjoining allotment or cause nuisance or damage.

4.15 The Tenant must not erect any buildings or other structures, (including a shed or a greenhouse no bigger than 8' x 6' or 2.44m x 1.83m) without the prior written consent of the Council. If consent is given, a deposit of £20 per structure will be paid by the Tenant and held until the tenancy ends subject to conditions stated in clause 4.16. (not applied retrospectively).

4.16 Any such building or structure must only be used to store tools or goods directly associated with cultivating or maintaining the allotment. All buildings or other structures must be kept in good condition and must be removed by the Tenant if the Council deems it necessary (forexample on grounds of safety) and on terminating the tenancy.

4.17 Vehicle access to allotment sites is very limited. Tenants are not permitted to park vehicles on allotment plots.

4.18 The Tenant should notify the Council office of any pest control issues such as rats and rabbit infestations. Costs incurred in controlling any repeat pest infestations that occur due to Tenant(s) not following the advice given by the Pest Control Officer and in the Newsletter on proper livestock management and/or not keeping their plots tidy and free from rubbish, will be charged to the Tenant(s).

4.19 The Tenant should notify the Council office of any change of address as soon as possible.

4.20 The Tenant should notify the Council office of any factors causing inability to work the allotment plot to the standards expected, for example illness, family bereavement, long term holiday.

4.21 The Tenant on surrendering a plot must ensure that it is clean and tidy. All items must be removed including personal belongings, crops, livestock and structures including sheds/greenhouses, if not taken on by the new tenant. The Tenant will be liable for any cost incurred by the Council to clear a plot.

5. The Council agrees with the Tenant as follows:

5.1 To pay rates, taxes and dues that may at any time be levied or charged upon the allotment.

5.2 To maintain any external boundaries to the allotment for which the Council is responsible.

5.3 To provide and maintain a water supply.

6. Determination of the Tenancy

6.1 The Tenant may relinquish the tenancy at any time by giving prior written notice to the Town Council.

6.2 The Tenant must relinquish their plot on moving outside the Kendal Town boundary.

6.3 Annual rent is non refundable should the Tenant decide to give notice to quit part way through the year.

7. Termination of the Agreement

7.1 The period of notice to be given to the Tenant on termination of this agreement shall be not less than six months except when the termination relates to a breach of this agreement in which case the notice period will be not less than one month.

7.2 Periodic plot inspections will be carried out by the council to ensure that all terms and conditions are adhered to. Any Tenant found to be in breach of these conditions will be notified in writing and given 28 days to bring their plot back to acceptable standards. If the Tenant is subsequently found to still be in breach of the conditions, a Notice of Termination will be issued. The Council will, before issuing a warning, take account of any extenuating circumstances.

7.3 Any notice to be given to the Tenant will be in writing and sent to the Tenant's last known home address. Any correspondence to be sent to the Council relating to this agreement should be addressed to the Town Clerk.

SignedXXXX..... pp Town Clerk for Kendal Town Council

SignedXXXX.....Tenant

DateXXXXXX.....

Deposit Paid (Clause 4.2) £XXX

NALC's TEMPLATE TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 20 *[complete]* between *[insert full name of Council]*

of *[insert Council's address]*
(‘the Council’) and *[insert full name of tenant]*

of *[insert tenant's address]* (‘the tenant’) by
which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at *[insert full postal address]* and referenced as *[insert number]* 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 the *[insert date]* day of *[insert month]* 20*[complete]* [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 £ *[insert amount]* whether demanded or not which shall be payable:

[a] in four equal instalments the first such instalment shall be due on the commencement of the tenancy with subsequent instalments due on:

- *[insert date]* day of *[insert month]*
- *[insert date]* day of *[insert month]*
- *[insert date]* day of *[insert month]*

[and for every year after the first year of the tenancy the first instalment shall be due on the anniversary of the commencement of the tenancy and subsequent instalments due on the same dates as above].

[b] in full on the *[insert date]* day of *[insert month]* 20*[complete]* [and for every year after the first year of the tenancy on the *[insert date]* day of *[insert month]*].

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. The tenant shall reside within *[insert name of parish/ community/neighbourhood/village/town]* during the tenancy.
7. 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 bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) 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;
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) 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;
 - l) 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;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - n) 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 [shaded brown for identification purposes only on the plan attached].
8. 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.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. 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.
11. 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 8; or
 - c. the tenant lives more than one mile outside *[insert the name of parish/ community/neighbourhood/village/town]*.
12. 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.
13. 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.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
15. 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 tenant.
16. 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 [Clerk/ Allotments' Manager].

Signed by

.....
The tenant

and

.....*[signature of the Council's Proper Officer]*
[insert name and job title in capital letters]
For and on behalf of the Council

Guidance for using NALC's template tenancy agreement for an allotment garden

Introduction

The purpose of this guidance is to help a council use/ edit NALC's template allotment garden tenancy agreement. The template tenancy agreement is only for the purpose of letting of an allotment garden. An allotment garden is defined in s.22(1) of the Allotments Act 1922 as 'an allotment not exceeding 40 poles in extent which is used wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family.' 40 poles is the equivalent of 0.25 acre.

NALC's template is not suited for the tenancy of an allotment that exceeds 0.25 acre nor a tenancy with a person that is not an individual (e.g an Allotment Association/ Society, charity, company).

Stamp duty is payable on land transactions (which would include the grant of a tenancy of non-residential premises such as an allotment) but unless the rent exceeds £1000 per annum, no stamp duty is payable.

NALC's template allotment garden tenancy agreement incorporates the most important statutory rights conferred on a council and a tenant in respect of the letting of an allotment garden.

General matters

When a council uses the template allotment garden tenancy agreement, (i) the heading must be deleted and (ii) the italic text in square brackets identifies the text that a council needs to insert.

Use of plans

Use of a plan as referred to in clauses 1 and 7(n) of template is optional. The template makes references to a plan to better identify the location of the allotment garden and any means of access to and from it. If a council's freehold or leasehold ownership of the allotment garden is registered with the Land Registry, the council may use a good quality copy of the Land Registry's scaled plan as the basis for the plan to attach to the allotment garden tenancy agreement. If a council's freehold or leasehold ownership is not registered with the Land Registry, the council may use a good quality copy of the scaled plan in its title deeds (if there is one) or an Ordnance Survey scaled map as the basis for the plan to attach to the allotment garden tenancy agreement.

Clause 1

The text in the third set of square brackets is optional. See above notes for 'use of plans'.

Clause 2

The term of the tenancy may be a fixed term of one year only or a periodic tenancy from year for year. If the tenancy is for a term of one year, delete the text in the third set of square brackets.

Clause 3

The rent for residents in a council's area cannot be different to that for residents not in the council's area (Provision of Services Regulations 2009).

A council may require the rent to be paid in quarterly instalments but it cannot require a tenant to pay more than one quarter of the rent in advance, unless the annual rent is £1.25 (s.10(2) Allotments Act 1950). As an alternative, a council may require the rent to be paid in full in one payment for example one or two months before the expiry of the term of the tenancy. A council may use either option [a] or [b] whether the tenancy is for a fixed term or periodic in nature (i.e. from year to year). The option not used should be deleted.

If using option [a] and the term of the tenancy is a fixed term of one year, delete the text in the fourth set of square brackets. If using option [b] and the term of the tenancy is a fixed term of one year, delete the text "and for every year after the first year of the tenancy on the [*insert date*] day of [*insert month*]" in square brackets.

Clause 4

The text in both square brackets should be amended as appropriate.

Clauses 4 and 5

Give effect to the statutory definition of an allotment garden (s.22(1) of the Allotments Act 1922).

Clause 6

If a tenant does not continue to reside within 1 mile of a council's area, the council has a statutory right to terminate the tenancy (s.30(2) of the Small Holdings and Allotments Act 1908) which has been incorporated in clause 11.

A council may grant a garden allotment tenancy to a person that does not reside in its area. In such a tenancy, a council must delete clause 6, the word 'or' at the end of the text in clause 11(b) and the text in clause 11(c).

As stated earlier, the rent for residents in a council's area cannot be different to that for residents not in the council's area (Provision of Services Regulations 2009).

Clauses 7(c) and (f).

A tenant cannot be prevented from keeping hens or rabbits (other than for a trade or business) or from placing, erecting and maintaining buildings and structures for such purpose (s.12 of the Allotment Act 1950).

Clause 7(n)

The text in the square brackets is optional. See above notes for 'use of plans'.

Clause 8

A council is free to make and revise rules which are necessary or proper for regulating its allotment garden lettings (s. 28 Small Holdings and Allotments Act 1908). If a council has made such rules, it should provide a copy of them to the tenant at the commencement of the tenancy. If the council updates the rules, it should provide a copy of the new rules to the tenant. The rules should also be available to the public via the council's publication scheme.

Clause 10

A council may terminate the tenancy without giving a reason if it serves the tenant with written notice of no less than 12 months expiring on or before 6th April or on or after 29th September (s.1(1)(a) of the Allotments Act 1922).

Clause 11

See above notes for clause 6.

A council has a statutory right to terminate the tenancy for the reasons given if it serves the tenant with one month's notice to quit (s.30(2) of the Small Holdings and Allotments Act 1908).

Clause 12

One out of four of the statutory grounds for re- entry and termination of the tenancy has been incorporated into the template (s.1(1)(e) of the Allotments Act 1922. The other statutory grounds for re-entry by the Council (s.1(1)(b),(c) and (d) of the Allotments Act 1922) which require the Council to give three months' prior written notice are less likely to be met but may be relied upon even though they have not been incorporated into the template.

Clause 13

If a council relies on the express terms of the tenancy agreement or statutory provisions for re-entry (some requiring a council to give notice before re-entry) the tenant has statutory rights to compensation from the Council (s.2 of the Allotments Act 1922, s.3 of the Allotments Act 1950).

Clause 14

The period of notice required by a tenant to terminate an allotment garden tenancy is not prescribed by legislation. Two months is a sensible period of time.

Clause 16

A council should choose one of the options of the text in square brackets, and delete the option not used.

Kendal Town Council



Agenda Report

Committee: Allotments	Meeting Date: 25.9.23
From: Council Services Officer	Agenda No.: 10
Description: Report on the issues of managing rats on allotments	

Summary: *The committee are asked to note the report on managing rats on allotments*

Background

Rats have always been present on allotments and to date, have been successfully managed with rodenticide administered by a specialist contractor.

Current Situation

From an allotment perspective, rats have been very problematic this year. I have been informed by the contractor that the guidance on the use of rodenticide is changing. Currently it can only be used in limited amounts and by July 2024 will be phased out altogether, this will further exacerbate an already acute problem.

The worst affected allotment site this year has been Castle Hags Ext but numerous sites have seen an increase in activity. I have met with contractor to discuss the problem and to identify why this year has been so bad. There are a number of reasons:-

- Kitchen waste being composted on site
- Numerous non rat proof compost bins & storage containers on site (compost bins should have wire on the bottom of the bin)
- Overgrown, uncultivated plots
- Difficulty in gaining access to plots
- Poor animal husbandry
- General rubbish and building materials on site
- Adjacent land which is left to go wild, providing a safe haven for rats
- Types of crops planted

To alleviate the issue we need to address the above points. This will include:-

1. Engagement of the allotment holders
2. Research natural methods of controlling rat populations
3. Promoting a dialogue with local landowners.
4. Develop a strategy on managing rats on allotments

Recommendation

That Committee members are asked to note the report.

Agenda Report

Committee: Allotments	Meeting Date: 25.9.23
From: Council Services Officer	Agenda No.: 11
Description: Allotment Surplus Produce	

Summary: *The committee are asked to consider supporting the initial project idea with agreement that it can be developed.*

Background

Making the best use of surplus produce on allotments has been raised in a number of forums over the last few years. The allotment holders currently have the facility to donate surplus produce to waste into wellbeing, it is the responsibility of the allotment holder to drop off the produce. Some allotment holders find this prohibitive, so unfortunately, some produce goes to waste.

Over this growing season, an increase in the incidents of stolen crops has been reported to me. The type of crops and quantity has also changed, it appears individual items are being taken at a time and not only produce that is ready to eat but items that would have to be taken home and cooked. My personal perspective is that this is as a direct result of the cost of living crisis and increased burden on local residents.

Proposal

To purchase and install 'food larders' in key locations near or on allotment sites. These food larders are to be used by allotment holders to donate their surplus produce. The food can be accessed by other allotment holders, directly by members of the community or collected by waste into wellbeing. It is anticipated that these food larders will complement the current arrangements with waste into wellbeing.

The idea is only in the very initial stages and needs to be further worked up to see if it could be a viable project. The project will be developed in liaison with representation from the environment committee, waste into wellbeing and allotment holders (any further suggestions?).

Recommendation

That Committee members are asked to approve the development of an allotment surplus produce scheme.

Allotments Committee 25th September 2023

Waiting List Update

The waiting list currently stands at 112 individuals. The waiting list has increased 14 individuals since last meeting.

Allotment site	Number of plots per site	Number on the waiting list	Change since last meeting
Aynam Road	3	2	0
Canal Head	42	13	+6
Castle Drive	9	1	0
Castle Haggs	33	6	+4
Castle Haggs Ext	47	9	+5
Coley Barn	44	11	+2
Crow Tree	24	25	+2
Greenside	48	17	+1
Natland Road	19	14	+2
Rinkfield	32	19	+2
Sandylands	25	19	+2
Sedbergh Road	42	9	+3
Shaw's Brow	22	15	+1
Town View	19	16	+2
Underley Hill	27	4	+1
Underley Road	36	5	+1
Wattsfield	42	21	+2

Vacant Plots

9 plots are vacant. Please find below sites with vacant plots:-

Canal Head	3
Coley Barn	2
Crow Tree	1
Greenside	1
Rinkfield	1
Underley Road	1

Number of Plots Let Since Last Meeting

I have let 5 plots since the last meeting.