



## KEY DECISION NOTICE

<b>SERVICE AREA:</b>	<b>Economy and Environment</b> District Assemblies
<b>SUBJECT MATTER:</b>	<b>ALLOTMENTS REVIEW</b>
<b>DATE OF DECISION:</b>	16 December 2010
<b>DECISION TAKER</b>	Councillor Kevin Welsh (Executive Member for Co-ordination Services)
<b>REPORTING OFFICER:</b>	Mike Thompson – Executive Director, Economy and Environment
<b>REPORT SUMMARY:</b>	The report summarises the findings and recommendations arising from a comprehensive review of allotments. It proposes the adoption of a new allotments management agreement for plot holders and a revised charging policy to fund the investment required in allotments.
<b>RECOMMENDATIONS:</b>	<ol style="list-style-type: none"> <li>1. That the new allotments management agreement (as set out in <b>Appendices A and B</b>) be adopted for all Council owned allotment sites (with the exception of College Avenue Droylsden see <b>12.3 below</b>) with immediate effect for all new plotholders and from 1 April 2012 for existing plotholders.</li> <li>2. That appropriate notice to quit be served on existing allotment holders and allotment associations terminating the agreements with effect from 31 March 2012 or as soon as possible thereafter.</li> <li>3. That all plotholders and allotment associations be offered new agreements on the new terms and conditions with effect from 1 April 2012.</li> <li>4. That the management of the allotment sites at Gorse Hall, Stalybridge be transferred to District Assemblies once the existing C Agreement (sites leased to Allotment Association by Property Services) has been replaced with the new allotment lease.</li> <li>5. That the management of College Avenue, Droylsden remains as a C Agreement (self management site) and a new lease be drawn up setting out the annual lease charges.</li> <li>6. That the Council be responsible for the management of a central waiting list for allotments and that all new tenants be nominated to the associations all vacant plots be now allocated as half plots.</li> <li>7. That the revised annual rental charges be phased in over a 3 year period as follows: <ul style="list-style-type: none"> <li>o 2011-12: £46.00 (full plot)</li> <li>o 2012-13: £80.00 (full plot)</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>○ 2013-14: £100.00 (full plot)</li> </ul> <p>and the Assistant Executive Director (District Assemblies) be authorised to take steps to implement these increases.</p> <p>8. That existing discount arrangements of up to 50% be made available in 2011/12.</p> <p>9. That a review of discounts be undertaken for introduction. That from 1 April 2012 discounts on rents will only be available in accordance with the outcome of this review.</p> <p>10. That the individual allotment associations be responsible for the payment of water and refuse disposal charges for their sites with effect from 1 April 2012.</p>
<b>JUSTIFICATION FOR DECISION:</b>	<p>The review identified the need to increase the annual rentals in order to avoid allotments continuing to be subsidised by District Assemblies and to generate funds needed to improve the allotment sites.</p> <p>Having the cost of water and refuse disposal charges paid by the associations will save the council. Any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p> <p>The review also identified the need to have a single form of management agreement for each allotment site and for the individual allotment associations to take greater responsibility for the day to day running of their own sites in partnership with the Council.</p>
<b>ALTERNATIVE OPTIONS REJECTED (if any):</b>	<p>Given the level of investment necessary in allotments it is necessary to increase rent levels and reduce other running costs in order that any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p> <p>Transferring all allotment sites over to a self management model at the present time was considered inappropriate. The report does however recommend that any site which may wish to pursue the self management model being required to submit a robust management plan to the Council to demonstrate their ability to effectively adopt a self management model.</p>
<b>CONSULTEES:</b>	<p>All Allotment Associations</p> <p>Plot holders</p> <p>Details of the review also publicised in the recent edition of the Tameside Citizen and on the Council's web site</p>
<b>FINANCIAL IMPLICATIONS:</b> <b>(Authorised by Borough Treasurer)</b>	<p>All costs associated with the review will be met from within existing District Assembly revenue budgets. Any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p>

<b>LEGAL IMPLICATIONS:</b> <b>(Authorised by Borough Solicitor)</b>	<p>The Council has to manage allotments within the archaic statutory framework. The new agreement gives as much flexibility to the Council as possible to ensure that this valuable and cherished resource is managed in the best interests of the residents of the Borough in general.</p> <p>It will be crucial to carefully manage the process of terminating the existing agreements and asking tenants to sign new agreements. Otherwise the process will become confused.</p> <p>It is also important that the Council and allotment associations take steps to recover possession of plots where tenants refuse to leave.</p>
<b>RISK MANAGEMENT:</b>	<p>The implementation of the review will be closely monitored by the Assistant Executive Director and reported to the Executive Deputy (Co-ordination Services) and the Executive Deputy (Property Services).</p> <p>There is a risk that ploholders will refuse to sign agreements leaving the Council will empty plots. However, this is considered to be low because the proposals are reasonable and if it happens there are long waiting lists of people who would like an allotment in Tameside.</p> <p>There is a risk that allotment associations will refuse to sign the new agreement. If this happens the Council will try to see if an alternative allotment association can be established. If no allotment association can be established then the Council will need to manage the site itself.</p> <p>There have been extensive consultations about the review with the allotment associations and whilst there are some concerns about the increase in annual rental incomes these are being phased in over the next 3 financial years.</p>
<b>LINKS TO COMMUNITY PLAN:</b>	<p>Attractive Borough, Supportive Communities, A Healthy Population, A Safe Environment.</p>
<b>REFERENCE DOCUMENTS:</b>	<p>Any background papers or further information can be obtained from Mike Round, Assistant Executive Director, who can be contacted on</p> <p> Telephone: 0161 303 8547</p> <p> e-mail:mike.round@tameside.gov.uk</p>



Signed.....*K. Welsh*..... Dated: 16/12/10.....

**Councillor Kevin Welsh - Executive Member, Co-ordination Services**

## KEY DECISION REPORT

<b>SERVICE AREA:</b>	<b>Economy and Environment</b> District Assemblies
<b>SUBJECT MATTER:</b>	<b>ALLOTMENTS REVIEW</b>
<b>DATE OF DECISION:</b>	16 December 2010
<b>DECISION TAKER</b>	Councillor Kevin Welsh – Executive Member for Co-ordination Services
<b>REPORTING OFFICER:</b>	Mike Thompson – Executive Director, Economy and Environment
<b>REPORT SUMMARY:</b>	The report summarises the findings and recommendations arising from a comprehensive review of allotments. It proposes the adoption of a new allotments management agreement for plot holders and a revised charging policy to fund the investment required in allotments.
<b>RECOMMENDATIONS:</b>	<ol style="list-style-type: none"> <li>1. That the new allotments management agreement (as set out in <b>Appendices A and B</b>) be adopted for all Council owned allotment sites (with the exception of College Avenue Droylsden see <b>12.3 below</b>) with immediate effect for all new plotholders and from 1 April 2012 for existing plotholders.</li> <li>2. That appropriate notice to quit be served on existing allotment holders and allotment associations terminating the agreements with effect from 31 March 2012 or as soon as possible thereafter.</li> <li>3. That all plotholders and allotment associations be offered new agreements on the new terms and conditions with effect from 1 April 2012.</li> <li>4. That the management of the allotment sites at Gorse Hall, Stalybridge be transferred to District Assemblies once the existing C Agreement (sites leased to Allotment Association by Property Services) has been replaced with the new allotment lease.</li> <li>5. That the management of College Avenue, Droylsden remains as a C Agreement (self management site) and a new lease be drawn up setting out the annual lease charges.</li> <li>6. That the Council be responsible for the management of a central waiting list for allotments and that all new tenants be nominated to the associations all vacant plots be now allocated as half plots.</li> <li>7. That the revised annual rental charges be phased in over a 3 year period as follows: <ul style="list-style-type: none"> <li>o 2011-12: £46.00 (full plot)</li> <li>o 2012-13: £80.00 (full plot)</li> <li>o 2013-14: £100.00 (full plot)</li> </ul> </li> </ol>

	<p>and the Assistant Executive Director (District Assemblies) be authorised to take steps to implement these increases.</p> <p>8. That existing discount arrangements of up to 50% be made available in 2011/12.</p> <p>9. That a review of discounts be undertaken for introduction. That from 1 April 2012 discounts on rents will only be available in accordance with the outcome of this review.</p> <p>10. That the individual allotment associations be responsible for the payment of water and refuse disposal charges for their sites with effect from 1 April 2012.</p>
<b>JUSTIFICATION FOR DECISION:</b>	<p>The review identified the need to increase the annual rentals in order to avoid allotments continuing to be subsidised by District Assemblies. Any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p> <p>The review also identified the need to have a single form of management agreement for each allotment site and for the individual allotment associations to take greater responsibility for the day to day running of their own sites in partnership with the Council.</p>
<b>ALTERNATIVE OPTIONS REJECTED (if any):</b>	<p>Given the level of investment necessary in allotments it is necessary to increase rent levels and reduce other running costs in order that any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p> <p>Transferring all allotment sites over to a self management model at the present time was considered inappropriate. The report does however recommend that any site which may wish to pursue the self management model being required to submit a robust management plan to the Council to demonstrate their ability to effectively adopt a self management model.</p>
<b>CONSULTEES:</b>	<p>All Allotment Associations</p> <p>Plot holders</p> <p>Details of the review also publicised in the recent edition of the Tameside Citizen and on the Council's web site</p> <p>Executive Leader</p> <p>First Deputy (Performance and Finance)</p> <p>Executive Member – Economic Services</p>
<b>FINANCIAL IMPLICATIONS:</b> (Authorised by Borough Treasurer)	<p>All costs associated with the review will be met from within existing District Assembly revenue budgets. Any income which exceeds the running cost of the allotment service will be reinvested into improving the allotment sites.</p>
<b>LEGAL IMPLICATIONS:</b> (Authorised by Borough Solicitor)	<p>The Council has to manage allotments within the archaic statutory framework. The new agreement gives as much flexibility to the Council as possible to ensure that this valuable and cherished resource is managed in the best interests of the residents of the Borough in general.</p>

	<p>It will be crucial to carefully manage the process of terminating the existing agreements and asking tenants to sign new agreements. Otherwise the process will become confused. It is important that tenants and associations are given full information about the proposed changes so that we can ensure that the decisions are properly understood and tenants are not unnecessarily alarmed by receiving a notice to quit through the post without accompanying information</p> <p>It is also important that the Council and allotment associations take steps to recover possession of plots where tenants refuse to leave.</p>
<b>RISK MANAGEMENT:</b>	<p>The review is recommending that all Council owned allotments be managed by one service area (District Assemblies) with each Allotment Association signing up to a new Management Agreement – thereby standardising the management of these sites.</p> <p>The implementation of the review will be closely monitored and reported to the Executive Deputy (Co-ordination Services) and the Executive Deputy (Property Services).</p> <p>There have been extensive consultations about the review with the allotment associations and whilst there are some concerns about the increase in annual rental incomes these are being phased in over the next 3 financial years. It is anticipated that a small number of plot holders may determine to terminate their tenancy (or reduce to a half plot) as a consequence of the increase but given the demand for allotments at the present time this should not be an issue.</p>
<b>LINKS TO COMMUNITY PLAN:</b>	Attractive Borough, Supportive Communities, A Healthy Population, A Safe Environment.
<b>REFERENCE DOCUMENTS:</b>	<p>Any background papers or further information can be obtained from Mike Round, Assistant Executive Director, who can be contacted on</p> <p> Telephone: 0161 303 8547</p> <p> e-mail:mike.round@tameside.gov.uk</p>

## **1.0 SCOPE OF REVIEW**

### **1.1 At present the Council has three types of allotment fields**

- \* Fields directly managed by the Council ("A" fields)
- \* Fields leased to allotment associations on standard agreements with certain aspects of management controlled by District Assemblies who also pay some costs associated with the site ("B" Fields)
- \* Fields leased to associations who control all aspects of lettings. The Council's limited management role is undertaken by Estates ("C" Fields).

### **1.2 In 2009, the Council's Strategic Asset Group requested a comprehensive review of allotments be carried out to include consideration of the following:**

- To have all allotment sites within Council ownership to be managed by one service area.
- That all allotment associations to have a single form of management agreement which devolves day to day management of the site to the individual Allotment Associations. The document should also clarify some of the conditions included in the existing agreements.
- The allotment review should also address the following issues:-
  - Review of the current allotment rentals.
  - The individual Allotment Associations to be responsible of the collection of the rental income for their site and in return will receive a discount for carrying out this task.
  - Review the provision of skips.
  - Introduce new measures to reduce water consumption on allotment sites as part of the Council's commitment to not only helping the environment but saving considerable amounts of money.
  - Tameside Council to manage the waiting lists for all allotment sites in partnership with the individual Allotment Associations.
- That any request for new allotment sites be subject of a business plan to be considered by the Strategic Asset Management Group justifying the case for such requests.
- That the review document includes details of all existing allotment sites (including the number of plots, numbers on the waiting list and historical data about waiting list numbers for each site).
- That planners and policy makers are required to include the provision of allotments as part of future strategies.

## **2.0 ALLOTMENT SITES IN TAMESIDE**

### **2.1 The Council currently has 761 plots - 718 managed by District Assemblies and 43 managed by Estates.**

### **2.2 Each field is managed in one of three ways, referred to as A, B and C fields.**

#### **2.3 A Fields:**

- These are site which are managed entirely by the Council. Annual rentals are collected by the Council by way of issuing invoices.
- There are currently 4 allotment sites managed on an A Agreement.

#### **2.4 B Fields:**

- These sites are rented locally to the local Allotment Association and overseen by the Council.
- The Association is responsible for the collection of rents for which they retain 15% of rent collected.
- The waiting lists have previously been managed by the individual Associations. However in the light of difficulties experienced in other local authorities it is proposed that the waiting lists should be brought back in house to ensure any vacancies are being issued to the individual who is at the top of the waiting list by virtue of being on the list the longest.

## 2.5 C Agreements:

- Site leased to an Association and the Council's relationship is managed by Property Services. These sites manage themselves.

## 2.6 Details are set out in the schedule below.

Site	Town	Type of Agreement	No of Plots	No of Vacancies
Smallshaw Lane ( Pigeons)	Ashton	A	6	0
Stamford Road	Audenshaw	B	21	0
King Georges	Audenshaw	B	76	0
Colliery Fields	Denton	B	60	0
Denton East End	Denton	B	69	0
Rose Hill	Denton	B	40	0
Wilton Allotments	Denton	B	91	0
Ash Tree	Droylsden	A	67	0
College Ave	Droylsden	C leased out	31	0
Lodge Lane	Dukinfield	B	77	0
Gorse Hall	Dukinfield	C leased out	12	-
Baron Road	Hyde	B	27	0
Grange Road	Hyde	A	24	0
Hyde Park	Hyde	B	28	0
Read Street	Hyde	B	21	0
Swains Valley	Hyde	B	6	0
Mottram Moor	Mottram	B	26	0
Fox Platt	Mossley	A	18	0



Wood Meadow	Mossley	B	24	0
Mottram Road	Stalybridge	B	43	0
<b>TOTAL:</b>			<b>761</b>	<b>0</b>

- 2.7 In addition, New Charter Housing Trust have 4 allotment plots. In addition there are 40 private allotment plots within the borough.

### **3.0 WAITING LIST**

- 3.1 At present allocations are made on a field by field basis by the allotment association. At the present time all plots are occupied with almost 500 people on the waiting list which is in line with the national average.
- 3.2 It is proposed that an annual canvas of the waiting list be carried out with existing applicants required to reconfirm their interest within 4 weeks to safeguard their position on the waiting list. This will ensure that the waiting list only comprises individuals who are actively seeking an allotment. Any late returns will result in such individuals losing their position on the waiting list and be dealt with as a new application from that date.
- 3.3 Applicants will be restricted to apply for no more than 3 allotment sites.
- 3.4 In view of the numbers of applicants on the waiting list District Assemblies have in recent years been splitting vacant full plots into half plots in order to accommodate 2 applicants from the waiting list. It is proposed that this arrangement will continue for the foreseeable future.
- 3.5 Under normal circumstances applicants will be given no more than one week (7 days) to respond to an offer of a vacant plot.
- 3.6 All A fields are visited and inspected every 6 weeks basis with a view to ensuring that all plots are being worked. Where there is evidence that plots are not being actively worked the tenant is sent a letter requiring them to actively work their plot within 28 days or have their agreement terminated for a breach of the agreement.

### **4.0 ANNUAL RENTAL CHARGES**

- 4.1 The current (2010/11) cost of renting an allotment is:-
- £46.00 per year for a full plot (250 sq.m.)
  - £23.00 per year for a half plot (125 sq m.)
- 4.2 Discounts of up to 50% are currently available for:
- Senior Citizens (aged over 60)
  - Registered Disabled,
  - Long Term Unemployed
- 4.3 It is proposed that these discounts will remain at 50% in 2011/12 and that a review will be undertaken with a view to implementing a revised scheme of discounts with effect from 1 April 2012. This would involve an equality impact assessment and an Executive Decision by the Executive Member.

- 4.4 The annual income received from allotment rentals in 2009/10 was £18,227 whilst District Assemblies were charged £16,524 for water rates and £7,400 for the hire of skips on its allotments.
- 4.5 Given the Council's future budgetary position, this loss making position is not sustainable and means that the Council does not have funding to spend on repairs or improvements to the allotment fields. It is felt that a more realistic regime of charging should be introduced in consultation with the users.
- 4.6 Tameside Allotments Federation was advised in May 2010 that the Council intended to introduce an annual rental charge for allotments from April 2011 of no greater than £100 with the final amount to be determined following the conference with Allotment Association representatives on 1 June 2010.
- 4.7 In the light of representations received during the consultation process following the Allotments Conference it is now proposed to phase the new charges in over a 3 year period as follows:
- 2011-12: £46.00 (full plot)
  - 2012-13: £80.00 (full plot)
  - 2013-14: £100.00 (full plot)

The new agreement provides for a 5% increase every year unless the Council gives notice of a different level of rent increase. District Assemblies will therefore need to continue to manage the rental agreement and give notices of rent increases.

- 4.8 It is further proposed that concessionary discounts should only be available for 1 plot per household.
- 4.9 As already mentioned in 4.4 above the water rates charge for allotments in 2009/10 was in £16,524. It is suggested that as is the practice in some authorities (such as Rochdale MBC) the individual allotment associations be responsible for the payment of water rates for their site. Under the terms of the proposed tenancy agreement they will be able to recover the costs from allotment holders.
- 4.10 The Council will be encouraging plot holders to use water butts to harvest rain water.
- 4.11 A clause has also been added to the new Allotments Management Agreement requiring any new tenant or an existing tenant wanting to install new shed/greenhouse on their plot to also have a water butt. All existing plot holders will be required to have water butts no later than 31 March 2013.

## **5.0 FUTURE MANAGEMENT PROPOSALS**

- 5.1 It was initially felt that there should be one type of agreement covering all allotment sites under Council ownership although following consultations with the Allotment Associations. Following the consultation and discussion it is now felt that the College Avenue site in Droylsden should remain as a C Field (i.e.: the site being leased to the Association on a self management basis).
- 5.2 A new Allotments Agreement has been drawn up by Legal Services in conjunction with District Assemblies (**copy attached at Appendix A**) which encompasses the following provisions:

- All allotment sites on Council owned land will come under the ownership of District Assemblies. Further discussions will need to take place between Property Services and District Assemblies on the detailed arrangements relating to the suggested transfer of the management responsibilities.
- Local disputes between plot holders to be resolved by the individual site committee.
- District Assemblies to manage the waiting lists for all allotment sites but individual associations to be responsible for the allocation of plots from the waiting list in conjunction with District Assemblies (**see Paragraph 8 below**).
- Each Allotment Association to be responsible for the collection of rents for their site for which they shall retain 15% of rental income collected. Individual allotment associations will be responsible for the payment of water charges and encouraged to promote water harvesting as a means of reducing water usage. They will be able to recover water costs from plot holders. It was initially felt that there should be one type of agreement covering all allotment sites under Council ownership although following consultations with the Allotment Associations. Following the consultation and discussion it is now felt that the College Avenue site in Droylsden remains as a C Field (i.e.: the site being leased to the Association on a self management basis).
- Encouraging on site recycling and ceasing to pay for skips (**see Paragraph 10 below**).
- Clarify the ambiguity which exists with the current agreements in respect of the maximum permitted size of sheds/greenhouses

## **6.0 CONDITIONS SURVEY**

- 6.1 A detailed site conditions survey was carried out in advance of the review on all the above allotment sites under the responsibility of District Assemblies. The survey paid particular attention to the condition of site fencing and internal paths and the maintenance costs associated with these works – approximately £500k.
- 6.2 Given the extent of the investment required in our allotments several bids have been made to secure external funding to fund some of these works. **See paragraph 7 below.**

## **7.0 BIDS FOR EXTERNAL FUNDING**

- 7.1 Stage 1 Big Lottery approval in the sum of £250k has been received to provide for improvements to existing allotment sites and encourage community engagement with community engagement with local allotment groups and local schools/Adult Services promoting health and well being.
- 7.2 The project will work with local people to make the allotments secure with the initial capital investment requested. This will include intergenerational working with older people teaching younger group members traditional hedge building skills for example.
- 7.3 Outreach with schools and groups will be expanded. A number of schools are already engaged including Holy Trinity (Hyde), Manchester Road (Droylsden), St Peters (Ashton), Poplar Street (Audenshaw), as well as groups including St Peters Partnership and MIND. The potential for enterprise opportunities from local produce will be examined with the help of the Tameside Business Family advisors working with the groups (e.g. extending TOPAZ café linked to MIND/PCT). This outreach will also include education and training opportunities around nutrition and healthy living, and will go some way to bringing communities together and promote social cohesion in the Borough.
- 7.4 District Assemblies have also been successful in securing funding for fencing works from the Acquisitive Crime Fund on sites currently experiencing higher levels of criminal damage (in particular Ash Road, Droylsden, East End, Denton, Colliery Fields, Denton and Mottram Road, Stalybridge).

- 7.5 District Assemblies has a good working relationship with the Greater Manchester Probation Service and will be engaging participants from the Community Payback Scheme to carry out some of the path reinstatement works on allotment sites – with the Council funding the cost of materials. The Probation Service will provide site supervisors to oversee the work.

## **8.0 ALLOCATIONS POLICY**

- 8.1 It will be necessary as part of the new management agreement to set out the terms of the allocations policy for allotments.

- 8.2 Such policy will need to encompass the following factors:

- Priority to be given to Tameside residents.
- Non Tameside residents will only be allocated vacant plots when there are no Tameside residents on the waiting list for that particular site.
- The individual Allotment Association to be responsible to notify the Council's nominated allotments officer of any vacancies arising on their site in order that the officer can provide the Site Secretary with details of the next Tameside resident on the waiting list for that particular site (or non Tameside resident where no Tameside resident is on the waiting list for that site) in order that the Association can allocate the vacant plot.
- No plot holder to be allocated a second plot whilst there is a waiting list for any particular site.
- Applicants be allowed to apply for up to a maximum of 3 allotments sites on their application form.
- That the annual charges for new tenants signing up after 1 April in any year will be as follows:

○ 1 <sup>st</sup> April – 30 <sup>th</sup> June	full rental charge
○ 1 <sup>st</sup> July – 30 <sup>th</sup> September	75% rental charge
○ 1 <sup>st</sup> October – 31 <sup>st</sup> December	50% of rental charge
○ 1 <sup>st</sup> January – 31 <sup>st</sup> March	25% of rental charge

## **9.0 PROVISION OF SKIPS**

- 9.1 In the past skips have been provided free of charge by the Council for allotment holders to dispose of their waste. In 2009/10 over 346 tonnes of waste was waste from allotment went to landfill.

- 9.2 This is not sustainable particularly since most of the waste generated on site will be green waste. Allotment Associations could potentially compost this on site.

- 9.3 Accordingly, skips are no longer being provided free of charge to allotment associations.

## **10.0 CONSULTATION**

- 10.1 The draft report on the review of allotments was tabled and discussed in detail at a conference held with representatives from each of the Allotment Associations on 1 June 2010 at Dukinfield Town Hall. Both the Executive Leader and First Deputy (Performance and Finance) who had taken a lead role with the review in their previous roles of Cabinet Deputy (Property Services) and Cabinet Deputy (Without Portfolio) were in attendance at this meeting.

- 10.2 At that meeting the Executive Leader and First Deputy (Performance and Finance) gave an undertaking to the Allotments Associations that the additional income generated from the allotments review would be ring fenced to fund the investment required on allotments.
- 10.3 At the meeting the individual Allotments Associations were invited to submit their written responses to the proposals set out in the draft report before the end of June 2010.
- 10.4 Most of the Allotment Associations submitted written representations on the review and these were subsequently considered in detail with the Executive Leader, First Deputy (Performance and Finance) Executive Leader and First Deputy (Performance and Finance), the Executive Deputy (Co-ordination Services) and the Executive Deputy (Property Services – with the latter 2 Members now taking the lead on the review.
- 10.5 A new Allotments Management Agreement has been prepared and agreed with Legal Services following consultation with the Allotment Associations
- 10.6 As a consequence of the representations received to the draft report, subsequent meetings with the Allotment Associations and legal advice received from the Borough Solicitor it is proposed:
- to delay the implementation of the new allotments agreement until 1 April 2012 but to serve notice on all existing allotment holders of such changes following the Key Decision (and enclosing the new management agreement to be signed by each plot holder and allotment association;
  - phase in the new rental charges over the next 3 financial years as set out in **4.7 above**;
  - delay the transfer of responsibility for water charges to individual allotment associations until 1 April 2012;
  - the College Avenue, Droylsden site to be retained as a C Agreement (self management site) and a new lease be issued to the Association setting out the annual lease charges;
  - that any other Allotment Associations who wish to pursue the self management model will be required to submit a robust management plan to the Council to demonstrate their ability to effectively adopt the self management model.

## **11.0 IMPLEMENTATION**

- 11.1 It is advised that the changes will require all existing agreements to be terminated and replaced with the new agreement. It is further advised that 12 months notice should be given of any proposed rent increase. There will be no rent increase with effect from 1 April 2011 and it is proposed that notice is given to all allotment associations and plot holders as soon as possible and that they be invited to sign new agreements to commence from 1 April 2012.
- 11.2 Notwithstanding the consultation which has taken place throughout the review it is recognised that this is likely to generate some adverse reaction from the 700 plus allotment holders who will receive the notice.

## **12.0 RECOMMENDATIONS**

1. That the new allotments management agreement (as set out in **Appendices A and B**) be adopted for all Council owned allotment sites (with the exception of College Avenue Droylsden see **12.3 below**) with immediate effect for all new plotholders and from 1 April 2012 for existing plotholders.

2. That appropriate notice to quit be served on existing allotment holders and allotment associations terminating the agreements with effect from 31 March 2012 or as soon as possible thereafter.
3. That all plotheolders and allotment associations be offered new agreements on the new terms and conditions with effect from 1 April 2012.
4. That the management of the allotment sites at Gorse Hall, Stalybridge be transferred to District Assemblies once the existing lease has been terminated and replaced with the new allotment lease.
5. That the management of College Avenue, Droylsden remains as a C Agreement (self management site) and a new lease be drawn up setting out the annual lease charges.
6. That the Council be responsible for the management of a central waiting list for allotments and that all new tenants be nominated to the associations all vacant plots be now allocated as half plots.
7. That the revised annual rental charges be phased in over a 3 year period as follows:
  - 2011-12: £46.00 (full plot)
  - 2012-13: £80.00 (full plot)
  - 2013-14: £100.00 (full plot)

and the Assistant Executive Director (District Assemblies) be authorised to take steps to implement these increases.

8. That existing discount arrangements of up to 50% be made available in 2011/12.
9. That a review of discounts be undertaken for introduction. That from 1 April 2012 discounts on rents will only be available in accordance with the outcome of this review.
10. That the individual allotment associations be responsible for the payment of water and refuse disposal charges for their sites with effect from 1 April 2012.

**Tameside Metropolitan Borough Council**

**Standard Allotment Terms and Conditions**

This agreement is made on the date set out in the Allotment Agreement Schedule ("the Schedule") between

- (1) The allotment association named in the Schedule ("the Association")
- and
- (2) The Tenant named in the Schedule

**RECITALS**

- 1. Tameside Metropolitan Borough Council ("The Council") is the owner of the allotment field named in the Schedule ("the Field") which it has let to the Association for use as allotments
- 2. The Association have agreed to be responsible for the day to day management of the management of the Field and for granting tenancies of plots to persons nominated by the Council.
- 3. The Tenant has been nominated by the Council to be granted a tenancy of the Plot for use as an allotment.

**IT IS AGREED as follows: -**

- 1. In this agreement the words and phrases defined in the Schedule have the meanings set out in the Schedule.
- 2. The Association lets and the Tenant takes the Plot from the Start Date until the following 31 March and thereafter from year to year at the Rent determined and paid in accordance with this tenancy agreement.

**The Rent**

- 3.1 The Initial Rent for the period from the Start Date to the following 31 March) is payable on the Start Date.
- 3.2 The Rent for the year starting on 1 April next and for each subsequent year is payable annually in advance on 1 April and shall be:
  - (a) the amount notified to the Council to the Association as the rent payable for that year no later than the preceding 30 November; or
  - (b) if the Council does not notify any amount to the Association, the Rent for the preceding year increased by 5%.
- 3.3 If the Council gives notice of increase under clause 3.2(a) and this has the effect of increasing the Rent by more than the 5% increase which would have been payable had the Rent been increased under 3.2(b) then the Tenant may by written notice to the Association served at any time before the following 1 March object to the increase in the Rent. A notice of objection served in accordance with this clause terminates this agreement on the following 31 March.
- 3.4 The Tenant must pay the Rent to the Association without making any deductions.

- 3.4 The Council may from time to time operate a rent reduction scheme which applies to reduce the Rent for tenants in concessionary groups by a percentage fixed by the Council. The full Rent is payable unless the Tenant produces satisfactory evidence to the Association that the Tenant is entitled to reduced rent for that year.

### **Other Charges**

4. The Tenant shall pay to the Association at the times and in the manner which the Association reasonably requires: -
- 4.1 Fees for public liability insurance at a rate laid down by the Association from time to time.
- 4.2 Fees for water charges at a rate laid down by the Association from time to time.
- 4.3 Fees for waste disposal from the Field at a rate laid down by the Association from time to time.

### **Using the Plot**

- 5.1 The Tenant shall not without the prior written consent of the Association (and any necessary planning permission) erect any building on the Plot. The consent of the Association may be given subject to conditions as the Association thinks fit and the Tenant shall comply with any such conditions. The Association shall not permit any building on the Plot unless it falls within one of the following categories:
- (a) A shed of dimensions which do not exceed any of the following:  
Maximum size 10' long x 8' wide and 10' high to ridge (no more than one such shed to be permitted per plot)
- (b) A greenhouse of dimensions which do not exceed any of the following:  
Maximum size 16' long x 10' wide x 5' to eaves and 10' to ridge (where more than one greenhouse is permitted no more than 160 square feet of greenhouses are to be permitted).
- The Association is not required to consider any application unless the Tenant has submitted scale plans details and specifications together with such other information as the Association may require.
- 5.2 The Tenant shall keep any building on the Plot in good condition and repair. The Tenant may remove any building on the Plot at any time.
- 5.3 The Tenant must keep the Plot free from weeds and shall maintain the Plot in a proper state of cultivation and reasonably clean and tidy to the reasonable satisfaction of the Association.
- If the Tenant does not comply with this condition the Association without prejudice to their powers to terminate this agreement may enter the Plot to kill or remove any weeds on the Plot which are in its reasonable opinion likely to cause inconvenience or a nuisance to any adjoining tenant or occupier of adjoining property and the Tenant must pay the costs incurred by the Association in so doing.
- 5.4 The Tenant shall use the Plot as an allotment and for no other purpose whatsoever. Neither the Plot nor any building on it may be used for the purposes of any trade or business and no advertisement may be displayed on the Plot.
- 5.5 The Tenant shall when instructed to do so by the Association take immediate steps to control and eradicate any disease or pest with which his soil crops or structures are found to be infested or infected.



- 5.6 The tenant shall not bring or allow any other persons to bring rubbish or waste (excepting only manure) on to the land and shall not allow anything to be burnt on the Plot.
- 5.7 The Tenant shall not plant any trees shrubs or plants other than herbaceous perennials biennials or annuals on the Plot other than with the prior written permission of the Association.
- 5.8 The Tenant shall not allow any dog belonging to him or under his control to enter or remain on the Field unless on a lead.
- 5.9 The Tenant must keep the gate to the Field locked at all times and ensure that he does not allow unauthorised persons to enter the Field. If the Tenant loses the key to the Field the Association will provide another upon payment of such reasonable charge as the Association may from time to time fix for this purpose.
- 5.10 The Tenant shall not keep any livestock on the Plot other than in compliance with this clause:
- 5.10.1 The Tenant may keep poultry, doves, pigeons, bees or rabbits with the express written permission of the Association.
- 5.10.2 The Tenant must ensure that all livestock is securely fenced in a suitable enclosure or run.
- 5.10.3 The Tenant must ensure that lime or dry soil is be used in any poultry houses.
- 5.10.4 Such portion of the Plot as the Association may from time to time direct shall be allowed to remain free from livestock if when and so long as the Association require.
- 5.11 For the purposes of excluding compensation for improvements under section 47 of the Small Holdings and Allotments Act 1908 the Tenant must not plant on the Plot:
- (a) standard or other fruit trees permanently set out;
  - (b) fruit bushes
  - (c) strawberry plants;
  - (d) asparagus, rhubarb, and other vegetable crops which continue productive for two or more years.
- 5.12 The Tenant must use the Plot personally and may not in any circumstances underlet assign or part with possession of the Plot.
- 5.13 The Tenant shall not without the written consent of the Association damage or alter anything on the Field but outside the Plot.
- 5.14 The Tenant must not put up any barbed wire on the Plot.
- 5.15 The Tenant must not cause or permit any nuisance or annoyance to the owner or occupier of any other Plot or any other premises in the vicinity of the Field
- 5.16 The Tenant shall not trespass and shall as far as possible prevent trespass on the adjoining lands.
- 5.17 The Association shall have the right to refuse entry to the Field to any person other than the Tenant or a member of his family unless accompanied by the tenant or a member of his family.

- 5.18 The Tenant shall permit anyone authorised by the Council or the Association to enter and inspect the Plot.
- 5.19 The Tenant shall inform the Association of any change of address.
- 5.20 The Tenant shall comply with any rules made from time to time by the Council, a copy of which shall be displayed at the Field.
- 5.21 All buildings on the Plot must be equipped with provision to collect all rain water from the roof into a water butt or other suitable storage container. This clause shall not apply until 1 April 2013 to any building which was present on the Plot on 31 March 2012.

### **Obligations of the Association**

- 6.1. The Association shall ensure that, subject to water charges being paid by the Tenant and other tenants on the Field, a water supply is maintained.
- 6.2. The Association shall not be responsible for any loss due to theft or any property including plants belonging to the tenant or as a result of vandalism.

### **Termination**

- 7.1 The Tenant may terminate this Agreement by giving the Association not less than six months' notice in writing.
- 7.2 This tenancy shall terminate on the 31 March or 30 September (whichever occurs first) following the death of the Tenant, or if the tenancy is a joint tenancy, on the death of the last surviving tenant.
- 7.3 The Association may also terminate this agreement on one the expiry of one month's previous notice in writing to the Tenant: -
  - (a) If the Rent is in arrear for 40 days whether legally demanded or not; or
  - (b) If it appears to the Association that there has been breach of this agreement on the part of the Tenant herein contained (but if the breach is of a condition relating to the standard of cultivation of the Allotment Gardens the no notice may be given until at least three months have elapsed since the commencement of the tenancy); or
  - (c) If the Tenant shall become bankrupt or make an arrangement with creditors.
- 7.4 The Association may terminate this by giving to the Tenant not less than twelve months' notice in writing expiring on or before the 31 March or on or after the 30 September in any year.
- 7.5 The tenancy will terminate on the expiry of notice to quit served by the Council on the Association giving the Association at least three months' previous notice on account of the Field being required
  - (a) for any purpose (not being the use of the land for agriculture) for which the Council have appropriated the Field under any statutory provision or
  - (b) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes

- 7.6 The Council may serve notice to quit on the Tenant in any circumstances in which the Association is entitled to serve notice to quit.
- 7.7 Except as provided by the Allotment Acts 1922 and 1950 the Tenant shall not claim or be entitled to any compensation on the determination of the tenancy either by notice or by re-entry.
- 7.8 The Tenant shall remove all buildings from the Plot on the termination of this Agreement unless the Association give their prior written permission for retention.

#### **Other Provisions**

- 8.1 Any notice to the Tenant shall be signed by or on behalf of the Association and shall be validly served if delivered or sent by ordinary post to the Tenant at his address last known to the Association or left for him on the Plot
- 8.2 At the end of this Tenancy the Association may recover from the Tenant compensation in respect of any deterioration of the land caused by failure of the Tenant to maintain it clean and in a good state of cultivation and fertility.

## Appendix B

THIS AGREEMENT is made on the \_\_\_\_\_ day of 201

BETWEEN

(1) TAMESIDE METROPOLITAN BOROUGH COUNCIL (hereinafter called "the Council").

(2)

Full name	Address

being the trustees of the \_\_\_\_\_ ALLOTMENT ASSOCIATION (hereinafter called "the Association").

### RECITALS:

- (1) The Council are the owners of the Field (as defined later on) and have agreed to let the Field to the Association to allow the Association to manage the Field for cultivation as allotment plots.
- (2) It has been agreed between the parties hereto that the allotment plots shall be controlled and managed by the Association as agents for the Council on the terms and conditions hereinafter mentioned.

IT IS HEREBY AGREED as follows:-

1. In this agreement the following words and phrases have the following meanings:

"Abated Plot Rent"	A percentage reduction in the Plot Rent because the Plot holder falls within a category of person entitled to a reduced rent under a scheme made by the Council from time to time.
"the Field"	The field situated at _____ laid out as allotments as shown for the purposes of identification only edged red on the Plan.
"Nominee"	An individual or an organisation nominated by the Council.
"Plan"	The plan attached at Appendix 1.
"Plot holder"	A person who is for the time being the tenant of a Plot pursuant to a Plot Agreement.
"Plot"	An area of land on the field which is for the time being laid out as an allotment garden as shown on the Plan.
"Plot Agreement"	An agreement in the form attached at Appendix 2.
"Plot Rent"	The amount fixed by the Council from time to time as being payable by a Plot holder to the Association for the use of a Plot (or would be payable if a Plot were rented to a Plot holder).

"Rent" 85% of the aggregate of all the Plot Rents collected with respect to the Field during the preceding quarter.

"Rules" Any rules made by the Council from time to time which apply to the Field.

2. The Council lets and the Association takes as tenant the Field from 1 April 2011 until 31 March 2012 and thereafter from month to month until terminated in accordance with this agreement.
3. The Association shall pay the Council the Rent in four quarterly instalments on 1 April 1 July 1 October and 1 January in arrears.

#### **4. Letting Plots**

- 4.1 Whenever the Association become aware that a Plot has become unoccupied or a Plotholder notifies the Association that they are terminating their Plot Agreement the Association shall within 30 days inform the Council of the Plot number, the size of the Plot and the date upon which it is expected to become vacant.
- 4.2 The Council may from time to time nominate a Nominee to the Association as the new tenant of a particular Plot.
- 4.3 Whenever the Association receive nomination of a Nominee for a Plot they shall use reasonable endeavours to ensure that the Nominee signs a Plot Agreement for the Plot at the Plot Rent. If despite using reasonable endeavours the Nominee has not become a Plotholder within 30 days from the date upon which the nomination was made to the Association, then the Association shall treat the Plot as becoming vacant again and shall notify the Council in accordance with clause 4.1.
- 4.4 The Association shall not part with possession, sub-let, share possession or grant any licence to occupy the Field or any part of it except in accordance with a nomination made under clause 4.2.

#### **5. Rents**

- 5.1 The Association shall use reasonable endeavours to collect the Plot Rent from each Plotholder in accordance with the Plot Agreement signed by that Plotholder. The Association shall issue a receipt for each payment of Plot Rent received from the Plotholder.
- 5.2 The Council may from time to time notify the Association of an increase in the Plot Rent in accordance with the Plot Agreement. The Association shall take reasonable steps to ensure that all Plotholders are informed about the changes to rent levels whether effected by the Plot Agreement or by the Council.
- 5.3 Where a Plotholder claims to be entitled to an Abated Plot Rent for a particular period the Association shall request such information as is reasonable in order to verify that a Plotholder is entitled to an Abated Plot Rent and shall make a record of what information the Plotholder has provided and when they provided it.
- 5.4 The Association shall keep proper records of all payments of Plot Rent received from Plotholders.

## **6. Other Charges**

- 6.1 The Association may arrange for a water supply to be provided to the Field. The Association may from time to time set reasonable charges to Plottolders for the use of water on the Field. The charges shall be set at such a level as to ensure that the Association does not make a surplus or a loss on the charges received from Plottolders.
- 6.2 The Association may from time to time set reasonable charges to Plottolders for the cost of insurance obtained by the Association. The charges shall be set at such a level as to ensure that the Association does not make a surplus or a loss on the fees received from Plottolders.
- 6.3 The Association may from time to time arrange facilities for the collection and removal of waste from the Field. The Association may from time to time set reasonable charges to Plottolders for the cost of these arrangements. The charges shall be set at such a level as to ensure that the Association does not make a surplus or a loss on the fees received from Plottolders.

## **7. Management of the Field**

- 7.1 The Association must take reasonable steps to ensure that Plottolders comply with the terms of their Plot Agreements and the Rules. Such enforcement action may include informal discussions with Plottolders, formal warnings and termination of a Plot Agreement. In taking enforcement action the Association shall have regard to the provisions of this clause 7.
- 7.2 The Association may not terminate a Plot Agreement unless:
  - (a) there is a serious or persistent breach of that Plot Agreement by the Plottolder or someone connected with the Plottolder;
  - (b) there is a failure to pay Plot Rent under that Plot Agreement;
  - (c) the Council agrees that the Association may terminate a Plot Agreement; or
  - (d) the Council requests or requires the Association to terminate a Plot Agreement.
- 7.3 The Association must, if so required by the Council, promptly give notice to a Plottolder to terminate a Plot Agreement; such notice shall be to terminate the Plot Agreement at such time as the Council specifies or so soon thereafter as the Plot Agreement may lawfully be terminated.
- 7.4 The Association shall ensure that the Field is kept clean and tidy and is left in a reasonable condition at the determination of this agreement.
- 7.5 The Association shall keep any toilet facilities on the Field in a clean and safe condition at all times.
- 7.6 The Association shall, before giving written consent to the erection of any building by a Plottolder, submit the plans, details and specifications together with such other information as may be required to the Council for approval.
- 7.7 The Association shall comply with all relevant laws, rules and regulations relating to the use of the Field or for storage of items on the Field.
- 7.8 The Association shall use reasonable endeavours to resolve disputes between Plottolders.

- 7.9 The Association shall deliver up the Field peaceably and to allow the Council to re-enter upon the determination of this agreement.

## **8. Records**

- 8.1 The Association shall keep an up-to-date register of the names and addresses of Plotholders and the number and size of their Plot.
- 8.2 The Association shall make available to the Council on request all records maintained by the Association for the purposes of this agreement in such format as the Council may from time to time request and shall permit the Council to make copies of any records made available.
- 8.3 The Association shall promptly inform the Council of any change in the name or address of any of the trustees of the Association or of the Association's secretary.

## **9. Rights of the Council**

Any officer of the Council shall be entitled at any time to enter and inspect the Field.

## **10. Obligations of the Council**

The Council agrees:

- 10.1 To provide and maintain all fences and gates surrounding the Field in a proper state of repair.
- 10.2 To ensure that any water supply to the Field is kept in proper working order, subject to the Association paying water charges to the supplier of water to the Field.
- 10.3 To provide and maintain all roadways in good condition with reasonably suitable access to each Plot.
- 10.4 To provide adequate drainage where necessary.

## **11. General Terms**

- 11.1 Any notice to the Association shall be sufficiently served by the Council if it is displayed on the Field or sent to the current or last known address of any of the trustees of the Association or any person notified to the Council as the Secretary of the Association.
- 11.2 Any notice given to the Council shall be sufficiently served if sent by post and addressed to the District Assemblies Department, Council Offices, Wellington Road, Ashton-Under-Lyne OL6 6DL.
- 11.3 The Association shall maintain public liability insurance covering the Association's liability to persons present on the Field to a sum being **not less than five million pounds** in respect of any one incident or series of incidents.
- 11.4 If the Council decides that the minimum level of cover in Clause 11.3 is inadequate, as a result of awards of compensation made by the Courts of England and Wales, the Association will, from and after the date upon which their policy next expires, comply with any requirement of the Council to increase the level of cover.

- 11.5 The Association is required to pay all premiums in respect of the above policies and to produce to the Council on demand the policy or policies and schedules of insurance for inspection.
- 11.6 The Association shall upon request provide evidence that all premiums relating to such insurances have been paid.
- 11.7 If the Association does not maintain the necessary insurances under this agreement the Council may insure against any risk in respect of the default and may charge the Association the cost of such insurance together with a reasonable administration charge.
- 11.8 The Association shall not assign this Agreement.
- 11.9 The Council may at any time by written notice to the Association vary the percentage set out in the definition of "Rent" in this agreement and if it does so this agreement shall be read as if .

## **12. Termination**

This Agreement may be determined:

- 12.1 By either the Council or the Association giving to the other three months' notice in writing expiring on or before 6th April or on or after 29th September in any year.
- 12.2 By re-entry by the Council at any time after giving three months' previous notice in writing to the Association on account of the land being required:
  - (a) for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision; or
  - (b) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of the purposes.
- 12.3 By re-entry by the Council at any time after giving one month's previous notice in writing to the Association:
  - (a) if the rent or any part thereof is in arrears for not less that forty days whether legally demanded or not ; or
  - (b) if it appears to the Council that the Association not less that three months after the commencement of this agreement has not in the opinion of the Council duly observed the conditions contained herein.
- 12.4 Upon termination of this agreement any sums held by the Association pursuant to this agreement shall immediately be paid to the Council.

SIGNED by the said

For and on behalf of Tameside Metropolitan Borough Council

In the presence of .....

Witness's name .....

Address .....

Occupation .....



SIGNED by the said  
As Trustee of the Association

In the presence of .....

Witness's name .....

Address .....

Occupation .....

SIGNED by the said  
As Trustee of the Association

In the presence of .....

Witness's name .....

Address .....

Occupation .....

**APPENDIX 1**

PLAN

**APPENDIX 2**

PLOT AGREEMENT

### Tameside MBC – Allotment Agreement Schedule

The Association \_\_\_\_\_ Allotment Association

Tenant's name: \_\_\_\_\_

Tenant's address: \_\_\_\_\_

Field: \_\_\_\_\_

Plot number: \_\_\_\_\_

The Plot \_\_\_\_\_ The allotment on the field known by the plot number mentioned above.

Start Date: \_\_\_\_\_

The Rent: \_\_\_\_\_  
(for the full current year in which the Start Date falls –reviewed annually by clause 3.2)

Initial Rent \_\_\_\_\_ Which is a percentage of the Rent  
depending on the Start Date :

Start Date	Percentage of Rent
1 April – 30 June	100%
1 July – 30 Sept	75%
1 Oct – 31 Dec	50%
1 Jan – 31 Mar	25%

Date of agreement: \_\_\_\_\_

This is a tenancy agreement under which the Association lets the Plot to the Tenant subject to the Tameside MBC Standard Allotment Terms and Conditions which are incorporated into this agreement and a copy of which has been supplied to the Tenant.

Signed by the association:

Signed \_\_\_\_\_ Signed \_\_\_\_\_

For and on behalf of the Association  
In the presence of this witness:

For and on behalf of the Association  
In the presence of this witness:

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED by the Tenant \_\_\_\_\_

In the presence of this witness

Witness's Name \_\_\_\_\_

Address \_\_\_\_\_

Key Issued: \_\_\_\_\_