

HARDWICK PARISH COUNCIL

I hereby give notice that the Meeting of the Parish Council will be held
on Tuesday 22 February 2022 at 7.00 pm at The Cabin at St Mary's

The Public and Press are cordially invited to be present. The order of business may be varied.

Everyone should wear a face covering unless they are exempt and are encouraged to take a lateral flow test prior to attending.

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the meeting as set out below.



Mrs Gail Stoehr, Clerk, 15/02/22

AGENDA

Open Public Session including reports from the County & District Councillors

- 1 To receive apologies for absence
2. **Declarations of interest**
 - 2.1 To receive declarations of interests from Cllrs on items on the agenda and details of dispensations held
 - 2.2 To receive written requests for dispensation and grant any as appropriate for items on this agenda
3. **To approve the minutes of the previous meetings**
4. **Matters arising or deferred from the last or previous meetings for discussion/decision**
 - 4.1 (4.3) To seek the Council's approval for an additional £50 for the bench which has increased in price from £375 to £425
 - 4.2 (4.4) To consider the Meridian Fields allotments draft lease and agreement for the proposed Allotments Society
 - 4.3 (7.4) Proposal that the Parish Council considers changes to the Standing Orders which include (4.6) Proposal to clarify arrangements for communications with Councillors when the Clerk is unavailable ^(AE)
 - 4.4 (8.5) Resident – maple trees in the Spinney – report of children interfering with the maple trees and request that action be taken to prevent the weedy trees overwhelming the maple trees
 - 4.5 (7.3 of 23.11.21) To consider request from HSSC that the Council grants another rent suspension to June 2022.
5. **Finance, risk assessment and procedural matters**
 - 5.1 To consider any quotes for urgent work required because of risk and the Clerk's use of delegated powers
 - 5.2 To receive play areas and skate park inspection reports and consider if any work is required
 - 5.3 To receive the financial report and approve the payment of bills
6. **To consider any planning applications and decision notices and tree works applications ***
 - 6.1 Planning applications and appeals
 - 6.1.1 22/00375/HFUL – 6 Pershore Road – Two storey side extension following the demolition of the existing garage
 - 6.2 SCDC and appeal decision notices - to note
 - 6.3 Tree works applications
 - 6.3.1 22/0141/TTCA – 8 Sadlers Close
7. **Members reports and items for information only unless otherwise stated**
 - 7.1 New Housing Developments and Planning Obligations ^(SR)
 - 7.2 Proposal for decorative shrubs for the recreation ground ^(IG)
 - 7.3 Highways and Road Safety Working Group report ^(AE)
 - 7.3.1 Update on St Mary's Lighting. Quotations and recommendations to implement a Scheme ^(AE)

* NB Some planning and tree works applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations on <http://plan.scambs.gov.uk/>

- 7.3.2 As a result of discussions with contractors for St Mary's lights, to consider options of maintenance on St Neots Road. Proposal to reconsider the PC policy June 2021 meeting. (AE)
 - 7.3.3 Conclusions of St Neots Road lay-by survey with proposal that the results should be put to GCP for a re-think of their proposals to remove them. (Likely public attendance from Ash Croft Veterinary, maybe others) (AE)
 - 7.3.4 Parish Council have not debated Active Travel proposals for St Neots Road. Proposal for a debate of options we have received so far with a Recommendation HPC insist on involvement with GCP to input to the next round of Active Travel consultation mandated by the Transport and Highway Committee 7th December 2021 so that all options are considered (AE)
 - 7.3.5 Highways and Road Safety WG will report back on a meeting with Highways projects called to discuss options of outstanding LHI and PFHI schemes for which Finance is already available or in the process of being obtained through DoV, Oct 2021 HPC Meeting referees. Proposal that HPC agrees to proceed (AE)
 - 7.4 Proposal The Clerk to ensure that copies of all current outstanding invoices and salary payments are emailed to ALL councillors at least one day before the meeting (by 5 pm the previous day) thus giving adequate notice for reviewing should there be a query. The Bacs payment process should only take place after approval of only those invoices/salary payments that have been sent within the adequate notice period, a show of hands at the monthly PC meeting or email approval by councillors. Invoices/salary payments that have not been sent with adequate notice as above would not be considered acceptable for approval. (PJ)
 - 7.5 Proposal that the Parish Council applies for a Community Chest grant for the Queen's Platinum Jubilee event (AJ)
 - 7.6 Proposed for the already agreed passenger islands on St Neots Rd, that HPC to agree a cost of approx 7K for a feasibility/design to be carried out by Josh Rutherford's group- Highways CCC. A detailed quotation from Josh will be provide more clarification when received in a day or two, but the design budget will be within 7K
- 8. To consider any correspondence/communications received requiring formal noting by or a decision of the Council**
- 8.1 Hardwick Football Club – request for removal of the Astro cricket wicket to allow a second football pitch
 - 8.2 Millers Way to consider correspondence from Civilistix requesting details of a barrier supplier and an update of the tender invitations
- 9. Closure of meeting**

* NB Some planning and tree works applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations on <http://plan.scambs.gov.uk/>

CLERK REPORT TO HARDWICK PARISH COUNCIL MEETING ON 22 FEBRUARY 2022

Open Public Session including reports from the County & District Councillors

1. To receive apologies for absence – will be reported to the meeting.
2. Declarations of interests – members should declare their interests state why they have an interest, the type of interest held and if they have a dispensation state this and the extent of their dispensation i.e. to either speak or speak and vote. If members have a pecuniary interest, having declared an interest they must not take part in the agenda item unless they have been granted a dispensation to do so.
3. To approve the minutes of the previous – attached
4. Matters arising or deferred from the last or a previous meeting for discussion/decision
 - 4.1 (4.3) To seek the Council's approval for an additional £50 for the bench which has increased in price from £375 to £425
 - 4.2 To consider the Meridian Fields allotments draft lease and agreement for the proposed Allotments Society

Steve Gaze has written:
“Please find attached the first draft of paperwork for the Meridian Fields Allotments, for discussion, relevant amendment and approval at the forthcoming HPC meeting, This paperwork is based on proformas from the National Allotment Society and covers:

 - * Parish Council to Allotment Association agreement + supporting notes
 - * Allotment Association to individual Plot Holder agreement + supporting notes

I have concentrated on the Parish Council to Allotment Association agreement at this stage, and I've compared it with the Chivers lease to the Hardwick Allotment Association and noted a couple of things that I thought might be relevant. I started making my comments in red text, and then realised that I could "track changes" and "add comments", so switched to using this feature. I sent this to Ian for his comments last month, and have followed up with a phone call. He hasn't given me any comments so I'm assuming that he is okay with this, and as agreed at the January meeting of the HPC we would like to move forward and have this ready for the meeting with interested parties in March. Please let me know if I need to do anything else ahead of the meeting.”

The meeting with the residents who expressed interest in having an allotment has been arranged for 7 March in the Cabin. Cllr Gidding and Steve Gaze will host the meeting..
 - 4.3 (7.4) Proposal that the Parish Council considers changes to the Standing Orders

For proposals see page 25 of <https://www.hardwick-cambs.org.uk/wp-content/uploads/2021/01/220125-hpc-agenda-and-supporting-papers-1.pdf> and proposed Standing Order 11
 - 4.4 (8.5) Resident – maple trees in the Spinney – report of children interfering with the maple trees and request that action be taken to prevent the weedy trees overwhelming the maple trees

For background see the Clerk's report <https://www.hardwick-cambs.org.uk/wp-content/uploads/2021/01/220125-hpc-agenda-and-supporting-papers-1.pdf>
 - 4.5 (7.3 of 14/12/21) To consider request from HSSC that the Council grants another rent suspension to June 2022.

The HSSC written request has been circulated to all Parish Council members.
5. Finance and risk assessment and procedural matters
 - 5.1 To consider any quotes for urgent work required because of risk and Clerk's use of delegated powers

None at the time of writing.
 - 5.2 To receive play areas and skate park inspection reports and to consider if any work is required
 - 5.3 To receive the financial report and approve the payment of bills

Attached. Invoices for payment have been circulated to all Cllrs.

The new Opus invoice is has been adjusted again by Opus to reflect the Clerk's complaint that a standing charge was being applied to MPANS with 0 consumption.

6.1 Planning applications and appeals

NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations and appeals on <http://plan.scamb.gov.uk/swiftlg/apas/run/wchvarylogin.display>

6.1.1 22/00375/HFUL – 6 Pershore Road – Two storey side extension following the demolition of the existing garage

6.2 SCDC and appeal decision notices - to note

6.2.1 21/01345/FUL – Newton House, 147 St Neots Road – Redevelopment to form 2 no. one bedroom and 3 no. two bedroom apartments with associated car parking, cycle storage, and bin storage – Permission granted.

6.3 Tree works applications

Tree works applications may now be viewed on the SCDC Planning Portal. NB Some tree works applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current tree works application consultations on <http://plan.scamb.gov.uk/swiftlg/apas/run/wchvarylogin.display>

6.3.1 22/0141/TTCA – 8 Sadlers Close

7. Members' reports and items for information only unless otherwise stated

With the exception of New Housing Developments and Planning Obligations which is a standing item at all Council meetings the other proposals form members are included in the order received.

7.1 New Housing Developments and Planning Obligations including update from the HCCWG meeting^(SR)

7.2 Proposal for decorative shrubs for the recreation ground^(IG)

7.3 Highways and Road Safety Working Group report^(AE)

7.3.1 Update on St Mary's Lighting. Quotations and recommendations to implement a Scheme.^(AE)

7.3.2 As a result of discussions with contractors for St Mary's lights, to consider options of maintenance on St Neots Road. Proposal to reconsider the PC policy June 2021 meeting.^(AE)

7.3.3 Conclusions of St Neots Road lay-by survey with proposal that the results should be put to GCP for a re-think of their proposals to remove them. (Likely public attendance from Ash Croft Veterinary, maybe others)^(AE)

7.3.4 Parish Council have not debated Active Travel proposals for St Neots Road. Proposal for a debate of options we have received so far with a Recommendation HPC insist on involvement with GCP to input to the next round of Active Travel consultation mandated by the Transport and Highway Committee 7th December 2021 so that all options are considered^(AE)

7.3.5 Highways and Road Safety WG will report back on a meeting with Highways projects called to discuss options of outstanding LHI and PFHI schemes for which Finance is already available or in the process of being obtained through DoV, Oct 2021 HPC Meeting referees. Proposal that HPC agrees to proceed^(AE)

7.4 Proposal The Clerk to ensure that copies of all current outstanding invoices and salary payments are emailed to ALL councillors at least one day before the meeting (by 5 pm the previous day) thus giving adequate notice for reviewing should there be a query. The Bacs payment process should only take place after approval of only those invoices/salary payments that have been sent within the adequate notice period, a show of hands at the monthly PC meeting or email approval by councillors. Invoices/salary payments that have not been sent with adequate notice as above would not be considered acceptable for approval.^(PJ)

If the Council adopt this it will need to clarify which Financial Regulations will need to be modified or updated as a result of the decision. Is the intention to relieve the RFO of responsibilities for payments in accordance with existing Financial Regulations?

7.5 Proposal that the Parish Council applies for a Community Chest grant for the Queen's Platinum Jubilee event

Cllr Joolia writes

"There is a group in the village who is planning for an event for the Jubilee celebration. I've been asked on behalf of the Parish Council to apply for some funding from the Community Chest, which I said I can do."

7.6 Proposed for the already agreed passenger islands on St Neots Rd, that HPC to agree a cost of approx 7K for a feasibility/design to be carried out by Josh Rutherford's group- Highways CCC. A detailed quotation from Josh will be provide more clarification when received in a day or two, but the design budget will be within 7K^(PJ)

8. To consider any correspondence/communications received

8.1 Hardwick Football Club – request for removal of the Astro cricket wicket to allow a second football pitch

The Football Club has written:

"Now that the football club has a Vets side we would like to mark out a second pitch on the recreation ground to avoid over use of the main pitch. Due to the planting of some trees near the car park (I believe they were planted to stop cars driving onto the field) there is no longer space to fit a second pitch where we used to have one. The only way to achieve this would be to remove the Astro cricket wicket in the middle of the recreation ground. We would like to explore whether this would be an option. We would happily provide the labour to dig it up and also any grass seed etc that would be needed to reseed the area once dug up.

How would you recommend we proceed with this? I guess this is a Parish Council matter as the owners of the recreation ground and so wanted to get your guidance on how we approach this. I don't believe the cricket club ever used the Astro as it was not deemed safe."

Chris Fuller (Cricket Club) has commented:

"That is not an option. We reduced the length of the Astro to allow the football club to have a wider pitch. I advised at the time not to encroach on the main recreation area with more trees as it limits the possibility of a football pitch, but this was ignored. The artificial was used last year for some training and to lose a facility is very expensive to replace. Current estimates to replace are around £8k. Also if the football club were to expand their area then the width for cricket it is was to return would not be enough as it is set at 25 yards."

8.2 Millers Way to consider correspondence from Civilistix requesting details of a barrier supplier and an update of the tender invitations

Dan Martin of Civilistix writes

"As an update, we have now sent 4no quotation requests to what we believe suitable contractors and hope to get a response back soon (we have given them 2 weeks). Once we receive responses, we will prepare a summary email to you with our preference.

As an update on the specific bollard type you previously suggested, do you have a known supplier of this as we cannot immediately source a supplier. We have approached Broxap (the largest supplier of street furniture in the UK) who also do not supply these. Is there another more standard type of guard rail we could use?

Further

"we have received confirmation from 3no contractors they are willing to quote for this and will be sending their quotations across by Friday 25th February.

If you could confirm the barrier supplier / details that would be great and we can update our drawing to show this preference."

Civilistix's first correspondence was sent to Cllrs Joslin, Everitt and Gill in the hope that one of them could assist.

9. Closure of Meeting



THIS AGREEMENT is made the.....day of.....

BETWEEN

(1)

of

("the Association") and

(2)

of

("the Tenant")

NOW IT IS AGREED as follows

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Association agrees to let and the Tenant agrees to take all that piece of land situate at _____ ("the Allotment Site") numbered _____ on the Association's allotment plan and containing approximately _____ square metres ("the Allotment Garden").

3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy from _____ at an annual rent of £ _____ which is payable to the Association by the Tenant on the _____ of _____ each year ("the Rent Day").
- 3.2. _____ months notice of any rent increase will be given by the Association to the Tenant in _____ of the preceding year to take effect the following year.
- 3.3. Water supply shall (not) be included in the rental charge. (If not included see Schedule 1 condition 5.1)
- 3.4. Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 4.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 4.3. The Tenant shall have at least $\frac{1}{4}$ of the Allotment Garden under cultivation of crops after 3 months and at least $\frac{3}{4}$ of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 4.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

Comment [S1]: Add clause on keeping livestock, if included in Council to Association agreement?

5. Prohibition on Underletting

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

6. Conduct

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 6.5. The Tenant must comply at all times with the Constitution of the Association from time to time (a copy of the Constitution current at the time of signing this agreement is attached to this agreement. A copy of the current constitution can be found on the notice board of the Association.)
- 6.6. The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.7. Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.

6.8. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.

7. Lease Terms

7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Association hold the Allotment Site.

8. Termination of Tenancy

8.1. The tenancy of the Allotment Garden shall terminate

8.1.1. automatically on the Rent Day next after the death of the Tenant, or

8.1.2. on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or

8.1.3. by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or

8.1.4. by the Association giving the Tenant at least twelve months notice in writing expiring on or before 6 April or on or after 29 September in any year, or

8.1.5. by the Tenant giving the Association 28 days notice in writing, or

8.1.6. by re-entry if the rent is in arrears for not less than 40 days, or

8.1.7. by re-entry if the Tenant is not duly observing the conditions of this tenancy, or

8.1.8. by re-entry if the Tenant becomes bankrupt or compounds with his creditors.

9. In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

10. Change of Address

10.1. The Tenant must immediately inform the Association of any change of address.

11. Notices

11.1. Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day.

11.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Association should be sent to the address given in this agreement or any address specified in a notice given by the Association to the Tenant.

11.3. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.

11.4. A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Association by signing by two members of the committee

In the presence of

Signed by the Tenant

In the presence of

O'Dell House, Hunters Road, Corby, Northants NN17 5JE
T: 01536 266576 W: nsalg.org.uk E: natsoc@nsalg.org.uk

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SCHEDULE 1

Conditions of Use

1. Trees

- 1.1. The Tenant shall not without the written consent of the Association cut or prune any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Association.

2. Hedges and Paths

- 2.1. The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2. The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3. Public paths and haulage ways (roads) must be kept clear at all times.
- 2.4. All paths must be kept a minimum of 45 centimetres wide.

3. Security

- 3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3. The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

4. Inspection

- 4.1. An officer of the Association if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

5. Water/Hoses /Fires

- 5.1. The Tenant shall within 21 days of demand pay such reasonable sum as may be demanded of him for the cost of his water use.
- 5.2. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

5.3. The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.

5.4. Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

5.4 No fires are permitted on the Allotment Site.

6. Dogs

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off site by the Tenant.

7. Livestock

7.1. Except with the prior written consent of the Association the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits and hens (no Cockerels) to the extent permitted by section 12 Allotments Act 1950. (Such animals not to be kept for trade or business purposes and accordingly to be limited in number as the Association may provide in writing.)

7.2. Livestock must be kept so that they are not prejudicial to health or a nuisance.

8. Buildings and Structures

8.1. The Tenant shall not without the written consent of the Association erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Association. The Tenant may also require permission from the relevant planning authority.

8.2. Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.

8.3. The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Association.

8.4. Oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.

8.5. The Association will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

9. General

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3. All non compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4. The Tenant shall not utilise carpets or underlay on the Allotment Garden.

10. Chemicals, Pests, Diseases and Vermin

- 10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2. When using any sprays or fertilisers the Tenant must
 - 10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and
 - 10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.
- 10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.
- 10.4. Any incidence of vermin (rats) on the Allotment Site must be reported to the Association.

11. Notices

- 11.1. The Tenant will endeavour to maintain the plot number provided by the Association in good order and ensure it is visible at all times.
- 11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Association.

12. Car Parking

- 12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.

Delete as applicable, any deletions to be initialled by both the Association and the Tenant



The National Allotment Society

National Society of Allotment and Leisure Gardeners Ltd

This Agreement is made the day of 20

B E T W E E N

(1) **Hardwick Parish Council**

| Of **(registered address?)**

("The Council") and

(2) **Meridian Fields Allotments Association**

Of **what address to use, presumably an identified committee member**

("The Association")

Now it is agreed as follows:-

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotment

- 2.1. The Council agrees to let and the Association agrees to take all that piece of land situated at **Johnson Drive, Hardwick** ("the Allotment Site") containing approximately square metres more particularly delineated/for the purpose of identification only edged red on the plan annexed hereto (subject to any exceptions reservations and provisions contained in any deed or document under which the Council hold or derive title to the land) excepting and reserving to the Council and those authorised by it:-

Comment [S1]: Check how many square metres and produce map, or refer to fence, if fenced.

- 2.1.1. All mines and minerals;
- 2.1.2. The right to have erect and maintain advertisements;
- 2.1.3. The right to use any existing right of way

3. Tenancy and Rent

- 3.1. The Allotment site shall be held for a term of 15 years from determinable as hereinafter provided at a rent of £ 1 (one pound) per annum payable annually in arrear on and (“the Rent Days”).

~~3.2. The Association will by _____ each year supply the Council with details of the numbers of vacant plot weeks in the previous rent year (number of vacant plots x number of weeks vacant) and the Council will by _____ in each year refund the Association the appropriate percentage of rent calculated by reference to the number of vacant plot weeks divided by the total potential plot weeks (number of plots x 52).~~

- 3.3. Water supply shall not be included in the rental charge.

4. Associations Covenants

- 4.1. The Association will:-

- 4.1.1. Appoint a committee of management of not less than 3 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association;
- 4.1.2. Provide the Council with the names and addresses of all committee members and notify the Council immediately of any change of membership of the committee;
- 4.1.3. Use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
- 4.1.4. Only let the Allotment Site to individual tenants in accordance with the Tenancy Agreement annexed to this Agreement as Schedule 1;
- 4.1.5. Not cause or permit to the occupier of any other land belonging to the Council nor adjoining owners of occupiers nor the general public any nuisance or annoyance and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council or Association for the use of the occupiers of the Allotment Site;

- 4.1.6. Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by individual plot holders;
- 4.1.7. Be responsible for the day to day running of the Allotment Site and shall sublet the individual plots to members of the Association and shall keep a waiting list for that purpose
- 4.1.8. Keep an up-to-date register of the names and addresses of the allotment garden plot holders which register shall contain a record of the rent payments made by the plot holders and should be available for inspection by the Council or officer of the Council at any time on request;
- 4.1.9. Make available for inspection by each allotment plot holder a copy of this Agreement and the Association rules regulations and byelaws (if any).
- 4.1.10. Maintain a list of potential allotment plot holders and let any vacant plot in accordance with the Association rules regulations and byelaws (if any) which shall include provision for a waiting list to be maintained and vacant plot offered in order of date of application. If requested to do so to provide the Council with full details of the tenancies and waiting lists;
- 4.1.11. Not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list referred to clause 4.1.10 above;
- 4.1.12. Not assign or transfer the whole or any part of the Allotment Site save to allotment holders as individual allotments in accordance with the terms of this Agreement.
- ~~4.1.13. Use or permit the use of any building provided on the Allotment Site only by members of the Association and their guests in connection with the use of the allotments as permitted by this Agreement and not make any alteration or addition to the building except with the previous consent in writing of the Council;~~
- ~~4.1.14. Pay for the security and maintenance of the internal fabric of the building the cost of all heat and light provided for the building and keep the building in a clean and tidy condition at all times.~~

Comment [S2]: Are there existing trees on site? If no, then this clause is irrelevant but does the Council want a clause that prevents tenants planting trees other than fruit trees. If yes, then will the council add these trees to the list of trees that they manage?

Comment [S3]: Does council want a clause re keeping livestock? Eg. "No animal may be kept or let loose on the Allotments, except that the Tenant may allow hens to be kept in a place on the Allotments otherwise than by way of trade or business."

Comment [S4]: Does council want a clause requiring the association to purchase insurance indemnifying the Council against all claims to do with the Allotment site (as per Chivers Agreement with Hardwick Allotments Association)?

5. Entry onto the Site

- 5.1. Any duly authorised officer or agent of the Council shall be entitled at any time to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and the Association's records and shall inform the Association of the results of the inspection upon request;

6. Termination of Tenancy

- 6.1. This Agreement may be terminated;
 - 6.1.1. By either the Council or the Association giving at least 12 months notice in writing expiring on or before 6 April or on after 29 September in any year, or
 - 6.1.2. By re-entry by the Council at any time after giving 3 months previous notice in writing to the Association on account of the land being required
 - 6.1.2.1. for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or
 - 6.1.2.2. for building mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or
 - 6.1.3. By re-entry by the Council at any time after giving 1 month's previous notice in writing to the Association if
 - 6.1.3.1. the rent or any part thereof is in arrears of not less than 40 days whether legally demanded or not, or
 - 6.1.3.2. the Association has breached any of the conditions contained herein;

7. The Council Covenants

- 7.1. To maintain the infrastructure of the Allotment Site which shall include (but not limited to) ~~hauling ways, boundaries of the Allotment Site (but not any individual plots) any trees not growing on plots, car parks, water mains and tanks and buildings owned by the Council and;~~
- 7.2. Carry out rubbish clearance from any maintenance of the Allotment Site undertaken by the Council;

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Comment [S5]: What does Council want to commit to here?

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8. Notices

- 8.1. Any notice required to be given by the Council to the Association under clause 6 above may be given by sending by registered post or by recorded delivery service a written notice to the last known registered address of the Association or the last known address of its

secretary or by fixing the same in some conspicuous manner on the allotment site but in the event of the Council giving notice under clause 6 above the Council may as an alternative serve notice by ordinary post or by hand and any notice required to be given by the Association to the Council shall be sufficiently given if signed by the secretary of the Association and sent by registered post or recorded delivery to the _____ Clerk of the Council to the Council's address given at the commencement of this Agreement.

Executed by the Council by

In the presence of

Executed by the Association by signing by
Two members of the committee

In the presence of



The National Allotment Society

National Society of Allotment and Leisure Gardeners Ltd

NOTES TO AGREEMENT BETWEEN COUNCIL AND ASSOCIATION

1. Complete the name and address of the Council and the name and address of the Association.
- 2.1 Insert the address of the site, annex a plan to the agreement if it exists and insert the size of the site. If a plan has been annexed then there is a need to leave in one of either “more particularly delineated” or “for the purpose of identification only”. Which clause is left in depends on whether the parties wish to rely on the verbal description of the land as being a dominant identifier or to rely upon the plan. If it is easy to identify from a verbal description it is probably better to have a verbal description that is dominant but if it is difficult to identify then an accurate plan may be more important.
- 3.1 Insert the length of the tenancy agreement, the initial rent and the date(s) when it is payable.
- 3.2 The intention behind this clause is to ensure that if the site is under occupied then the rent payable to the landlord is reduced. Whether the Council would be prepared to accept such a term is open to debate.
4. This sets out what the Association will do which will hopefully mean that the site is well run.
- 4.1.4 There is a reference to annexing the tenancy agreement which will hopefully be the National Society Master Agreement.

If it is the Master Agreement then there is no need to have all the horticultural clauses which are normally found in these agreements since those clauses are found in the Agreement between the Association and the Tenant. Otherwise one finds horticultural requirements being placed upon the Association when in fact it is not the Association who are maintaining the plots.

If there are no buildings on the site clauses 4.1.13 and 4.1.14 can be deleted.

6. Technically there is no restriction on the methods by which an allotment tenancy as distinct from a tenancy of an allotment garden may be determined as the statutes only apply to allotment gardens. However, by inserting these clauses in the Agreement then the Agreement does govern the basis upon which the tenancy of the allotment site can be determined and the provisions provided are the same as those under which a tenancy of an allotment garden could be determined.

Execution

This clause needs to be amended to suit the Council's usual requirements for executing deeds

Notes to Agreement between Association and Tenant

- 1 Complete the name and address of the Association and the name and address of the tenant or tenants. Even if there is more than one tenant, they are still referred to in the agreement as “the Tenant”.

The agreement is divided into two sections; the first part which has the essential legal clauses and the second part, the schedule with conditions which can be much more readily added to, deleted and amended depending upon the individual requirements of each Association.

- 2.1 Insert the address of the site, the number of the plot, annex a plan to the agreement if it exists and insert the size of the plot (which should be no more than 40 poles, 0.25 of an acre, 0.101 of a hectare or 1000m²).
- 3.1 Insert the date the tenancy runs from and the initial rent and the date when it is payable.
- 3.2 Insert how many months’ notice of increase is to be given by the Association to the tenant and the month in which the notice is to be given. Thus, it may be that the tenancy runs from 6 April each year but there is an annual general meeting in May of each year which sets the rent for the next year and that notice needs to be given in September of the increase.
- 3.3 You may wish to charge for water in addition to rent or you may wish to have your rent include the charge for water. If water is included in the rent, delete the words in brackets and delete schedule 1 condition 5.1.
- 4 The tenant needs to understand the purpose of the allotment garden.
- 5 The letting is personal to the tenant.
- 6 These rules are just set out to allow for good management. It will be seen that they refer to constitution. The Society has a draft precedent constitution.
- 7 If, as is often the case, the Association is itself a leaseholder then it is helpful to provide a copy of the Association’s lease to each of the plot holders so that they know the conditions and covenants which apply to the site. It is also helpful to have a copy of the head lease on view at the site if possible.
- 8 This gives the grounds on which the tenancy can be brought to an end. It is best to leave all of them in so that you have the potential to bring tenancy to an end even if you do not envisage yourself ever using some of the clauses. Allotment Gardens can only be determined in accordance with S1 Allotments Act 1922.
- 9 Hopefully, the tenant will observe this condition.

- 11 Proving service of notices is often difficult, hence the detailed provisions. Please follow them if any notice is served.

Execution

It is often best for the tenant to be given a copy signed by the two members of the committee in return for the tenant signing a copy of the agreement and giving it to the committee members.

Schedule 1 conditions of use

As mentioned above, these conditions can be, within reason, amended, added to and deleted to suit the individual association's circumstances. They are, however, recommended and sensible conditions which should not be removed without good reason as they give you control of the site and the tenants and, if breached, do give you grounds for possession.

- 3 This clause is particularly susceptible to amendment dependant upon the security and access at the site.
- 5.1 As mentioned above, if payment of water is covered in the rent then this should be deleted.
- 5.4 One or the other of these two clauses should be deleted, depending on whether fires are permitted or not. Quite when fires are to be permitted is again a matter of choice for the individual site.
- 12 Again, this is susceptible for amendment depending upon parking arrangements. Note the reference to plan and designated parking areas being marked on the plan.

As it sets out at the bottom, any deletions should be initialled by those signing the agreement.

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HARDWICK PARISH COUNCIL MONTHLY FINANCIAL STATEMENT

Feb-22

Summary of previous month**Balance brought forward** **£937,621.34****Adjustments and amendments**

T GILL - ICDSOFT USD-GBP ADJUSTMENT 20.08

Expenditure approved at last meeting/between meetings

STANTEC COMMUNITY CENTRE -1,950.00

THE CABIN ROOM HIRE -12.00

THE CABIN ROOM HIRE -36.00

JAMES WAKELING MILLERS WAY -525.00

Misc credits

RESIDENT TREES 35.00

Total Adjustments-2467.92

Balance revised after adjustments

£935,153.42**Bank Reconciliation to last statement**

Account	Funds	Statement	Outstanding
Unity Trust Current Account	809,735.10	809971.25	-236.15
Cambridge & Counties Bank	97,418.32	97,418.32	
NS&I Income Bond	28,000.00	28,000.00	
Total	935,153.42	935,389.57	-236.15

Expenditure for approval

£

SALARIES & PENSIONS 566.76

LGS SERVICES ADMIN SUPPORT JAN 1425.86

OPUS ENERGY STREETLIGHT ELECTRICITY 387.74 DD

A JOOLIA WEBSITE EXPENSES 150.75

*Total expenditure*2531.11

Balance c/f

£932,622.31**Notes:***Late invoices will be brought to the meeting*

Hardwick Playground Inspection Checklist

Playground Position: St Mary's Church

Date: 15th Feb 2022

Inspector's Name: Alan Everitt

SITE	✓	X	COMMENTS
Are signs present and legible	x		Signs are out of date - refer to kite flying and give old HPC Pavillion Address
Are road barriers present and in good working condition			Unenclosed
Is lighting working			No lighting
Are fences secure and complete			No fences
Are gates in working order			No gates
Are pathways undamaged and free from obstructions			No pathways but there are two raised manhole covers which are clear trip hazards
Is the site free of litter, glass or any dangerous objects			Litter free
ANCILLARY ITEMS			
Are the seats secure and undamaged	x		2 seats, one with new wood, one weathered
Are litter bins secure and undamaged	x		
Are litter bins emptied		x	Not at the time
Is the planting safe and undamaged	x		Natural planting
SURFACING			
Are safety surfaces undamaged	x		
Are loose-fill surfaces level without rubbish or fouling	x		
EQUIPMENT All Items			
			All items are dirty as are safety surfaces. Could all do with a spring clean. The wheelie bin cleaner does a hot wash in Histon playpark – 01223 277747 www.wheeliefreshbins.com
Are all supports present and secure	x		
Is all timber work undamaged	x		
Are all safety barriers present			No safety barriers

Dose the equipment work properly and without undue noise	x		
SWINGS			
Are the swing chains unbroken	x		
Are the seats fixed securely and undamaged	x		Secure but baby swings have damaged hand grips
SLIDES			
Are steps secure and undamaged	x		
Is the chute undamaged and clear of foreign objects	x		The chute is seured by concrete which is breaking up. Removed concrete chunks which could be used as missiles

Signature: Alan Everitt

Date: 15/2/2022

Note

The infant play elements are coil spring and a spinner. Could be added from Egremont Road check-list??