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NORTHAM TOWN COUNCIL
TOWN HALL
WINDMILL LANE
NORTHAM
DEVON
EX39 1BY

To: All Members of the Town Projects and Asset Management Committee
Cc: All Northam Town Councillors

You are hereby summoned to attend a meeting of the Town Projects and Asset Management Committee to be held in the Committee Room, Windmill Lane, Northam on **Thursday 10th August 2023 at 6.30 pm**

The agenda for the meeting is shown below.

M J Mills

Mrs Jane Mills BA(Hons) PSLCC, MILCM
Town Clerk

Date of issue 4th August 2023

The following are Members of the Town Projects and Asset Management Committee: Councillors Ms Tait (Chairman), Bach, Bruins, Edwards, Mrs Hodson, Ms Lo-Vel, Mrs Whittaker, and the Mayor ex-officio. All Councillors are invited to attend.

- 1 Apologies**
- 2 Chairman's Announcements**
- 3 Declarations of interest:**
Members are reminded that all interests should be declared prior to the item being discussed.
- 4 To agree the agenda between Part A and Part B (*confidential information*)**
- 5 To confirm and sign the minutes of the Town Projects Meeting held June 22nd 2023 as a correct record (*herewith*)**



Lords of the Manor



The local Council for Appledore, Northam, Orchard Hill and Westward Ho!
Twinned with Mondeville, France and Büddenstedt, Germany
Office open: Monday to Friday mornings



Trustees of the Common Right

6 Public Participation

Members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than 4 minutes. The period of time which is designated for public participation in accordance with standing orders shall not exceed 20 minutes.

7 To consider Action Points (*herewith*)

8 To consider an updated review of projects (*outstanding and completed, herewith*)

9 To consider an amendment to Northam Hall hirers agreement (*information herewith*)

10 To consider the request from Fernbank to provide bus shelters with green roofs(sedum based) through the Town Council area (*information to follow*)

11 To ratify purchase of three benches (*see e-mails circulated to Cllrs*)

12 To consider siting two benches at Lord's Meadow (*information sent by e-mail Cllr Hames*)

13 To ratify a decision agreed at Chairmans Announcements "to accept the lowest quote for work on lampposts in Northam Square, subject to DCC agreement" (see minutes 22/6/2023

14 To consider Goats Hill footpath (*information sent by e-mail Cllr Hames*)

15 To consider requests for dog bins (*information sent by e-mail Cllr Newman McKie and Cllr Tait to report*)

16 To consider replacement of the ball fencing at Lord's Meadow in the budget for 2024-5

17 To consider a request regarding a hall booking for charity (*information sent by e-mail*)

18 To receive an update on Anchor Park

- Installation of play equipment and surfacing
- Planting (see agenda item 8)
- Correspondence

19 To consider requests for dropped kerbs (*Cllr Ford update, and Cllr Bach*)

20 To consider speed sign issues

21 To consider a report on allotments to include a risk assessment, tenancy agreement update and request for a noticeboard. An allotments policy will be on a future agenda (*herewith*)

22 To consider a review of weed control Previous decision July 2022

(It was proposed by Cllr Leather and seconded by Cllr Edwards, that weed spraying continues as currently and is reviewed on an annual basis.

Part B

- 23 To resolve: that under section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 that the public and press be excluded from the meeting.**
- 24 To review the situation at Burrough Farm/ Northam Lions to include goalposts (*verbal report*)**
- 25 To resolve to re-admit members of the press and public**

Minutes**Northam Town Council – Minutes of the Town Projects and Asset Meeting held on Thursday 22nd June 2023 in the Committee Room, Town Hall, Windmill Lane, Northam**

Present: Cllrs Bach, Bruins, Edwards, Hodson, Lo-Vel, Tait, and the Mayor (ex-officio)

In attendance: Mrs Jane Mills – Town Clerk

2306/093 Election of Chairman

It was **resolved** to appoint Cllr Tait as Chairman.

Proposed: Cllr Edwards, seconded Cllr Mrs Hodson. (All in favour)

2306/094 Election of Vice-Chairman

It was **resolved** to appoint Cllr Edwards as Vice-Chairman.

Proposed: Cllr Hodson, seconded Cllr Tait. (All in favour)

2306/095 Apologies

Apologies Cllr Mrs Whittaker

2306/096 Chairman's announcements

Members were advised that quotes had been received recently regarding work on Christmas Lights in Northam Square, to comply with DCC requirements. It was agreed to proceed with the lowest quote subject to DCC agreeing it meets their requirements. This will be an agenda item for ratification next meeting.

Action Point; Agenda item to ratify next meeting.

2306/097 Declarations of interest

Members were reminded that all interests should be declared prior to the item being discussed.

There were none

2306/098 To agree the agenda between Part A and Part B (confidential information)

It was **resolved** to agree the agenda between Part A and Part B

Proposed: Cllr Hames, Seconded: Cllr Hodson (all in favour)

2306/099 It was resolved to confirm and sign the minutes of the Town Projects Meeting held 4th of April 2023 as correct record

Proposed: Cllr Hames Seconded: Cllr Edwards (majority in favour 5 abstentions not present at the meeting).

2306/100 Public Participation

Members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than 4 minutes. The period of time which is designated for public participation in accordance with standing orders shall not exceed 20 minutes.

No members of the public were present.

2306/101 To consider Action Points

The Action Points were noted.

A number of issues were raised:

- Dog bin sites and mapping
- Cart on Richmond Green
- Advise residents at Richmond Green to contact TDC re maintenance
- Bulb Planting Anchor Park
- Burrough Farm, gate locking
- Hedging for the autumn
- Defibrillator request for Westward Ho! Park (agenda next meeting)

Action Point: A full report will be prepared for the next meeting, to include all current matters

Action Points for Town Projects

Meeting August 2023

Chairman's announcements	Agenda item to ratify decision to accept lowest quote for work on lampposts in Northam Square subject to DCC agreement
Action Points	Full report on all matters, agenda item next meeting
Quotes for Anchor Park	Responses and guarantees circulated

Project list follow-up**8**

Lords Meadow exercise machine	completed
Lords Meadow replacement mats	completed
Lords Meadow zip wire repairs	completed
Lords Meadow Jubilee Planting	completed
Anchor Park signs, Jubilee and Anchor	completed
Anchor Park next phase planting autumn by the Maintenance Men Appledore Benches Irsha Street	cost dependent at the time
Appledore festoon and festive lighting	completed
Appledore Open Space Enhancement Irsha Street	not permitted
Appledore Line Painting	County Council issue
Appledore Handrail at the Lookout	completed
further request for additional	rejected
Appledore Blackies	almost finished cost £1500
Appledore boat area by Blackies	DCC complex legal issues
Burrough Farm Fencing, hedging, parking	completed
still looking at locking	
Mondeville Planting	This is all pavement
Golf Links Road Planting	not permitted
dog bin requests	see TDC response emailed Cllr Tait to respond other areas

Weed control	Reviewed annually August agenda
Vehicle replacement	agreed at Full Council
Battery powered equipment considered as required	reviewed by MM
Bee friendly planting Town Hall	completed
Footpath work	survey diarised
Westward Ho! lights	completed
Northam Hall extension	discontinued following rent of garage
Bus Shelter Lennards Rd	would require creation of a layby cost in region of £10,000 plus p/o bus shelter, planning app and installation request withdrawn by ex Cllr Davis
Park Play Equipment, test & repair	ongoing and annual inspection reported back to committee
Benches	monitored regularly and repaired ensures non missed
Northam Hall wi-fi	completed
heating controls	completed
rainwater capture	completed
Anchor Park new equipment	completion 10-12 weeks cost £24416.00
Forthcoming:	
Anchor Park & B Farm hedging	£4877.50 estimate
Replacement bus shelters	would be FOC
Northam Town Council area	

Work that is completed will not be shown on future lists once the committee has been advised
Some of these items are maintenance rather than projects
additions

Finger Post Westward Ho! on order cost £3003.50 grant funded £1500
Cabinet for defibrillator at Appledore. Delivered to Fire station

Draft amendments to Northam Hall Hirers agreement for casual users

Invoices issued at the time of booking; hirers have 28 days to pay (for Members information)

1, Cancellations more than 13 weeks before – no charge

- between 13 and 10 weeks before - 30% of the full booking fee
- between 9 and 6 weeks before - 50% of the full booking fee
- between 5 and 2 weeks before - 90% of the full booking fee
- less than 2 weeks before - 100% of the full booking fee

2, Music from Sunday to Thursday can be played at acceptable levels until 10.30pm

Friday and Saturday at acceptable levels until 11.pm

E mail received from a member of the public, sent initially to TDC and our initial response

Message:

Good afternoon. I would like to highlight the overgrown mess in Anchor Park, Appledore.

Whilst I understand that the boundary of the park has been left to grow wild for the wildlife it would be more effective if it is in one area. As a local resident I would scatter wild flower seeds to enable blooms for the pollinators. The overgrown boundary is full of wild grass seeds which do benefit some birds but not many.

The grasses that grow are getting stuck in the coats of dogs and are difficult to remove (some are like arrow heads and dig into the skin, other smaller seeds go into the eyes and ears).

I have seen people not picking up their dog mess as they can't find it. The dogs have gone into the boundary grass to relieve themselves and then it is hard to locate the mess in the long grass. This can't be healthy and it will soon be the school holidays and children will run and hide in there. Also it will not be pleasant for the guys who cut the grass at the end of the season.

My recommendation. One designated "wild" area which can be supplemented with meadow flower seeds from local residents.

Response

Thank you for contacting Torridge District Council, who passed your email onto Northam Town Council, as it owns and manages Anchor Park.

Regarding the management of Anchor Park, Northam Town Council agreed a biodiversity plan for its open spaces in the context of the massive decline of wildlife in the UK over the last fifty years. In common with other local authorities, organisations and individuals all over the country the Council vowed to do its part to encourage and increase wildlife across the area.

At the Park it was decided, after consultation with an expert local ecologist, to leave the boundaries uncut for the spring and summer months in order to encourage a diversity of seed-eating birds, small mammals and pollinator plants for butterflies,

moths and other insects. As part of this management regime the grass will be cut in late summer and the cuttings raked under the adjacent hedges to compost and provide nutrients. To set off the longer grass we regularly mow margin strips and larger areas of shorter grass by the paths.

In answer to the points you raise, the people walking the dog should ensure that dog mess is cleared up wherever it is deposited, in long or short grass. It is suggested that dogs should be restrained from going into long grass in the Park.

Thank you for your offer of spreading wildflower seeds, it is appreciated. However, to successfully create a wildflower area the site needs to be scraped to bare earth before sowing. If sowing in existing grass, it must be cut hard back and areas cleared for planting Yellow Rattle plugs which will reduce grass growth ready for wildflower sowing or planting in subsequent years. Unfortunately, simply scattering seed in the grass would not result in a wildflower meadow. However, the Council would welcome your involvement, and that of other residents, in the plans to create a wildflower area at the top of the Park.

The Council is proud of the way the way it has managed the Park over the years. This includes planting a mixed native hedge, trees, shrubs and bulbs, and laying surfaced perimeter paths, and is now planning to instal new equipment to revitalise the play area.

The Council will continue to work with the community to further improve the recreational and environmental value of the Park.

Northam Town Council



Town Projects

Date 4th August 2023

Report author: Tina Tucker Admin Officer

Agenda item no. 21

Amendments to allotment tenancy and to have a notice board for allotment holders.

Introduction

1. *The Deputy Town Clerk and I recently attended a training session it has been brought to our attention that:*
 - a) *Allotment Tenancy would benefit from being changed and updated.*
 - b) *The site needs a risk assessment which should be reviewed every year.*
 - c) *We should erect a notice board for information on allotment policies and procedures.*
 - d) *An allotment policy is needed (to follow)*

Recommendation

1. *There are several items that need to be added, removed, or changed within the allotment tenancy.*
2. *Risk assessment has been done and needs approval by Town Projects to accept.*
3. *An allotment policy has been designed for approval by Town projects.*
4. *To join the National Allotments Society at a cost of £55 per year.*

Financial Implications

5. *The only cost to the council will be for the notice board this I estimate at:*

QUOTE 1 - with magnets

- *Option 1 - Standard 9 x A4, £251.00 (£301.20 inc vat). With a header board = £338.00 (£405.60 inc vat)*
- *Option 2 - Economy 9 A4, £204.00 (£244.80 in vat). With a header board = £291.00 (£349.20 inc vat)*
- *Option 3 – Economy 6 x A4, £183.00 (£219.60 inc vat). With header board = £270.00 (£324.00 inc vat)*

QUOTE 2 – with push pins and felt back.

- *Option 1 – Weathershield 6 x A4, Lockable External Showcase with no header board = £293.00 (£351.60 inc vat)*
- *Option 2 - Weathershield 9 x A4, Lockable External Showcase with no header board = £325.00 (£390.00 inc vat)*

The two options above cannot come with a header board.

- *Option 3 – WeatherShield 9 x A4, Wall Mounted External Noticeboard with Printed Header = £672.00 (£806.40 inc vat). No option without.*

QUOTE 3 – with magnets

- *Option 1 - External Notice Board 9 x A4, £277.00 (£297.00 inc vat). With a header board = £428.00 (£513.60 inc vat)*
- *Option 2 - External Notice Board 6 x A4, £249.00 (£298.80 inc vat). With header board = £400.00 (£480.00 inc vat)*

Plus, the cost of 2 x 1800mm posts = £22.66 inc vat, 4 x post crete = £26.44 inc vat and marine ply to waterproof the notice board 18mm thick = £81.50 inc vat.

Risk Implications

Not having a risk assessment on a notice board for allotment holders to see, opens us up to liability

Allotment tenancy agreement amendment recommendations

This is the information I have put together for recommendations for Windmill Lane and Tadworthy Allotments. I have highlighted some in yellow which I feel should be actioned or included in our tenancy for Windmill Lane. In the recommended tenancy some items are highlighted green which means that (they have amalgamated it with other conditions).

New sites

When taking on a new site a detailed soil analysis needs to be done. This is an legal responsibility of the developer as the polluter, and they must pay for any action required. The result of that survey will determine if any action is required or if the level of pollution is acceptable.

Check for any underground electricity or telephone cables and check the site for weeds such as Japanese knot weed.

Secure Gates

May need to provide security gates for access, usually a padlock or keypad access with fencing or henges around the whole site.

Cultivation Standards

We must inform plot holders of inspections taking place.(details of dates see noticeboard)

Issue a first warning if poor cultivation standards are noted, recommended is a 28-day notice and ask if there is any mitigating circumstances why the plot has not been kept cultivated and ask for a plan of how to rectify the breach. If no response to the 28-day notice advises another inspection date and issue a 14 day notice to the plot holder, to inform them that if there is no response again then a notice to quit maybe issued in line with the tenancy agreement (This is not on the tenancy and I feel I should be so allotment holders know the procedure).

Inspections

There should be three inspections a year, it is recommended that these should be carried out on the 2nd week April, July and October each year.

It is recommended that two thirds of the plot should be cultivated, and two people should inspect the plots together.

Sheds

People need to ask permission for a shed to be erected, we recommend that it be no bigger than 7ft x 5ft. Sheds should be positioned not to shadow neighbouring plots.

Bonfires

In the agreement attention should be paid to wind direction and no fire to be left unattended.

(Our policy says: The Tenant/s shall have regard to the advice leaflet on bonfires produced by the National Society for Clean Air and Environmental Protection. Any bonfires to be limited to evenings only 6 pm to 9 pm and must not be left unattended).



OLD TENANCY
NORTHAM TOWN COUNCIL
ALLOTMENT TENANCY AGREEMENT

An Agreement made on 01/10/2022 between Northam Town Council (hereinafter called the Council) and the Tenant/s (hereinafter called the Tenant/s)

Name/s	
Address	
Tel:	Email:

The Council agree to let the above Tenant/s take on a tenancy, where the rent will be reviewed annually on the following plot number

The tenancy is subject to acceptance of the following conditions: -

A (1) The rent shall be payable yearly in advance.

(2) The Tenant/s shall use the allotment as an allotment and for no other purpose without the prior written consent of the Council.

(3) All paths between plots to be maintained at .6m wide and the main way through the allotment at not less than 2.4m wide.

(4) The Tenant/s shall keep the allotment clean and in a good state of cultivation and fertility and in good condition and also keep the paths and main way (where applicable) surrounding the allotment clean and free from weeds.

(5) The Tenant/s shall not cause any nuisance or annoyance to the occupier of another allotment nor obstruct any path set out by the Council for the use of the occupiers nor place any refuse or other material in or upon any hedge or fence of the allotment. The Tenant/s shall have regard to the advice leaflet on bonfires produced by the National Society for Clean Air and Environmental Protection. Any bonfires to be limited to evenings only 6 pm to 9 pm and must not be left unattended.

(6) The Tenant/s shall not underlet, assign, or part with the possession of the allotment or any part thereof without the written consent of the Council.

Tina Tucker 20/07/2023

- (7) The Tenant/s shall not without the consent of the Council cut or prune any timber or other trees or take, sell or carry away any mineral, gravel sand or clay.
 - (8) The Tenant/s shall not without the consent of the Council erect any building on the allotment.
 - (9) The Tenant/s shall not erect any fence or barbed wire adjoining any path set out for the use of the occupiers of the allotments.
 - (10) The Tenant/s shall not, without previous consent from the Council in writing, plant any trees or fruit bushes or any other crops that require more than twelve months to mature.
 - (11) The Tenant/s shall not deposit, or allow other persons to deposit, on the allotment any refuse or decaying matter (except manure and compost in such quantities as may be required for cultivation) or hedges situated in the said allotment or in any adjoining land
 - (12) The Tenant/s shall not keep any animals or livestock of any kind upon the allotment without the prior consent of the Council, in writing.
 - (13) The Tenant/s shall not erect any notice or advertising on the allotment.
 - (14) The Tenant/s shall notify the Council of any change of address within thirty days.
 - (15) The Tenant/s shall yield up the allotment at the termination of the tenancy hereby created in such condition as shall be in compliance with the agreements therein.
 - (16) Any dog brought to the allotment to be kept on a lead at all times.
 - (17) The Tenant/s shall permit any Officer or Agent of the Council any time to enter and inspect the condition of the allotment and any building erected thereon.
 - (18) The Tenant/s shall observe and perform any special conditions that the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant/s in accordance with Clause D of the agreement.
 - (19) The Tenant/s shall on entry pay any compensation payable by agreement with the outgoing Tenant/s (if any) for crops or improvements.
- B** The Council hereby agrees with the Tenant/s that the Tenant/s observing and performing the conditions and obligations on his/her part contained in this agreement may peacefully use and enjoy the allotment without interruption by the Council or any person claiming under or in trust for the Council.
- C** The TENANCY shall terminate on the death of the Tenant/s and may also be terminated in any of the following manners
- by the Council by re-entry after one month's notice
 - (i) if the rent is in arrears for more than thirty days:
or
 - (ii) if the Tenant/s is not duly observing the conditions of his/her tenancy.
 - (iii) The tenancy may also be determined by the Council or the Tenant/s by twelve months' notice in writing.

(iv) If the Tenant/s shall become bankrupt or compound his creditors.

- D** ANY NOTICE required to be given by the Council to the Tenant/s may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant/s either personally or by leaving it at his/her last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant/s to the Council shall be sufficiently served if signed by the Tenant and sent prepaid post to the Clerk of the Council for the time being.

I/We, the previously named Tenant/s agree to abide by the above Terms and Conditions.

Signature of Tenant: _____ **Date:** ____/____/____

Signature of Tenant: _____ **Date:** ____/____/____

Signature of Officer: _____ **Date:** ____/____/____



Recommended Adjustments

NORTHAM TOWN COUNCIL **ALLOTMENT TENANCY AGREEMENT**

An Agreement made on 01/10/2023 between Northam Town Council (hereinafter called the Council) and the Tenant/s (hereinafter called the Tenant/s)

Name/s	
Address	
Tel:	Email:

The Council agree to let the above Tenant/s take on a tenancy, where the rent will be reviewed annually on the following plot number

The tenancy is subject to acceptance of the following conditions: -

1. The rent shall be payable yearly in advance.
2. The Tenant/s shall use the allotment as an allotment and for no other purpose without the prior written consent of the Council.
3. All paths between plots to be maintained at 0.6m wide and the main way through the allotment at not less than 2.4m wide. **The Tenant/s shall not erect any fence or barbed wire adjoining any path set out for the use of the occupiers of the allotments** (was 9)
4. The Tenant/s shall keep the allotment clean and in a good state of cultivation and fertility and in good condition and also keep the paths and main way (where applicable) surrounding the allotment clean and free from weeds. **No less than two thirds of the plot should be cultivated.**
5. The Tenant/s shall not cause any nuisance or annoyance to the occupier of another allotment nor obstruct any path set out by the Council for the use of the occupiers nor place any refuse or other material in or upon any hedge or fence of the allotment. The Tenant/s shall have regard to the advice leaflet on bonfires produced by the National Society for Clean Air and Environmental Protection evenings only 6 pm to 9 pm. Bonfires must not be left unattended, **and attention should be paid to wind direction.**
6. The Tenant/s shall not **underlet, assign, or part with** the possession of the allotment or any part thereof without the written consent of the Council.

Tina Tucker 20/07/2023

7. The Tenant/s shall not without the consent of the Council cut or prune any timber or other trees or take, sell or carry away any mineral, gravel sand or clay.
8. The Tenant/s shall not without the consent of the Council erect any building on the allotment. Tenants need to ask for permission for a shed to be erected, we recommend that it be no bigger than 7ft x 5ft. Sheds should be positioned not to shadow neighbouring plots.
9. The Tenant/s shall not, without previous consent from the Council in writing, plant any trees or fruit bushes or any other crops that require more than twelve months to mature.
10. The Tenant/s shall not deposit, or allow other persons to deposit, on the allotment any refuse or decaying matter (except manure and compost in such quantities as may be required for cultivation) or hedges situated in the said allotment or in any adjoining land.
11. The Tenant/s shall not keep any animals or livestock of any kind upon the allotment without the prior consent of the Council, in writing: (can be removed) Any dog brought to the allotment to be kept on a lead at all times (was 16).
12. The Tenant/s shall not erect any notice or advertising on the allotment. (can be removed)
13. The Tenant/s shall notify the Council of any change of address within thirty days.
14. The Tenant/s shall yield up the allotment at the termination of the tenancy hereby created in such condition as shall be in compliance with the agreements therein.
15. The Tenant/s shall permit any Officer or Agent of the Council any time to enter and inspect the condition of the allotment and any building erected thereon.
16. The council will be carrying out three inspections a year, they will be carried out in April, July and October each year. If the council feel that a not up to standard or is in breach of the tenancy agreement the following steps will apply:
 - A letter will be sent with 28 days' notice and if no response or no action taken.
 - Another inspection will take place and a 14-day notice will be served if no response or action is taken.
 - A notice to quit will be issued and you will have 30 days to remove all of your items off the plot, after which any items left will become the new tenants property.
17. The Tenant/s shall observe and perform any special conditions that the Council consider necessary to preserve the allotment from deterioration and of which notice shall be given to the Tenant/s in accordance with Clause D of the agreement.
18. The Tenant/s shall on entry pay any compensation payable by agreement with the outgoing Tenant/s (if any) for crops or improvements.

B The Council hereby agrees with the Tenant/s that the Tenant/s observing and performing the conditions and obligations on his/her part contained in this agreement may peacefully use and enjoy the allotment without interruption by the Council or any person claiming under or in trust for the Council

Tina Tucker 20/07/2023

C The TENANCY shall terminate on the death of the Tenant/s and may also be terminated in any of the following manners by the Council by re-entry after one month's notice

- (i) if the rent is in arrears for more than thirty days:
 - i. or
- (ii) if the Tenant/s is not duly observing the conditions of his/her tenancy.
- (iii) The tenancy may also be determined by the Council or the Tenant/s by
 - i. twelve months' notice in writing.
- (iv) If the Tenant/s shall become bankrupt or compound his creditors.

D ANY NOTICE required to be given by the Council to the Tenant/s may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant/s either personally or by leaving it at his/her last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the allotment garden AND any notice required to be given by the Tenant/s to the Council shall be sufficiently served if signed by the Tenant and sent prepaid post to the Clerk of the Council for the time being.

I/We, the previously named Tenant/s agree to abide by the above Terms and Conditions.

Signature of Tenant: _____ **Date:** ____/____/____

Signature of Tenant: _____ **Date:** ____/____/____

Signature of Officer: _____ **Date:** ____/____/____

Northam Town Council allotments risk assessment

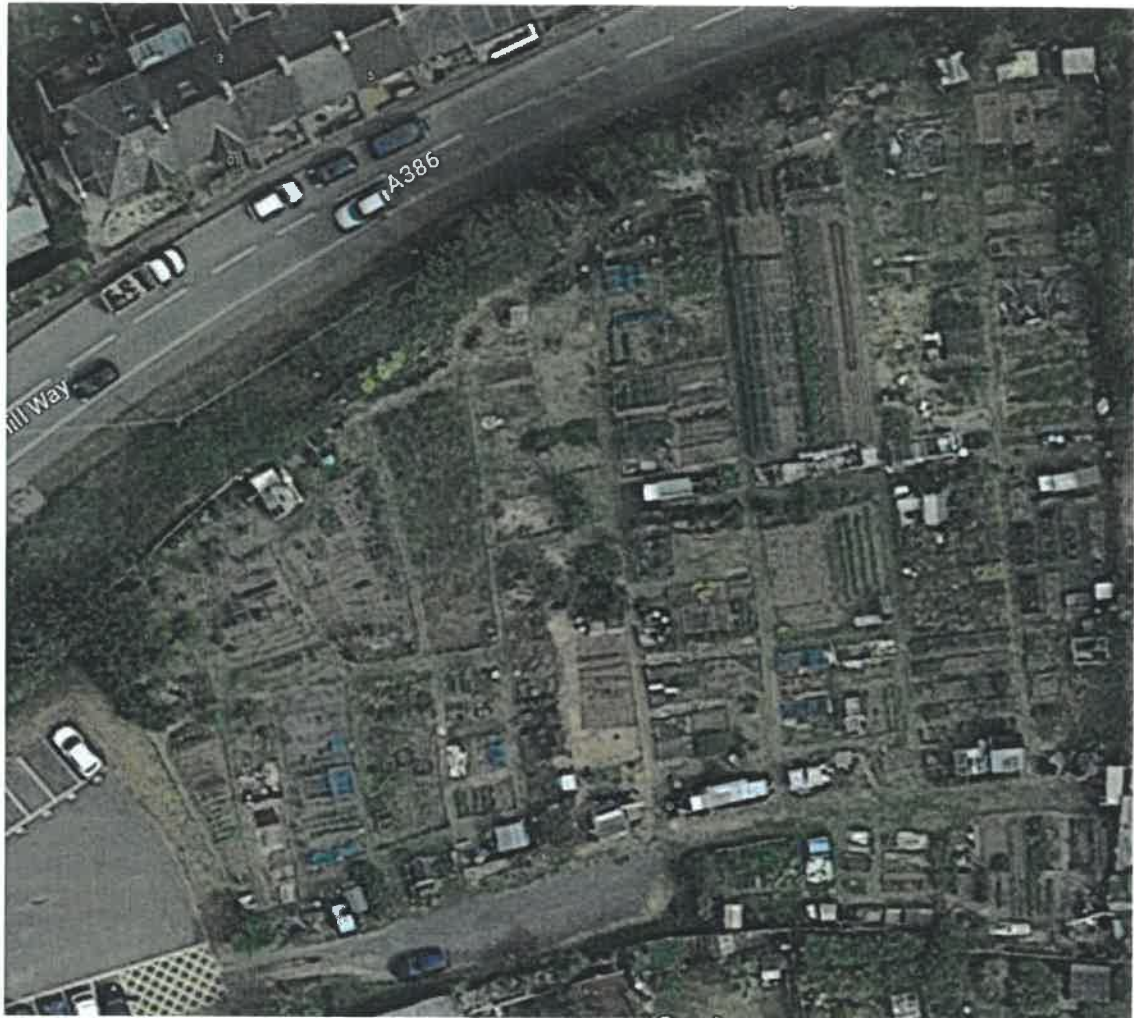


Allotment Risk Assessment

Hazard	Nature of risk	Level	Control Measures
Machinery	To other tenants and visitors: When strimmers and mowing machines are being used on adjacent plot, stones and other flying objects can cause injuries to the face. To children: Children can act unpredictably exposing themselves to risk from machinery.	L	It is the responsibility of the operator and others to take due care.
Garden Tools, Hand Tools, and Equipment	Injuries to hands and feet if equipment is not used correctly. Injury from contact with sharp edges.	H L/M	It is the responsibility of the tenant to ensure that the children are supervised. Appropriate gloves and footwear worn as necessary. Equipment should not be left on common paths or left available for others to use. Clean tools after use and wear gloves.
Contact with sharp objects	Injury resulting from sharp objects e.g. glass	L	Wear gloves. Clear up any debris. Tenant to report any problems.
Roadway surface (at entrance)	Review on a regular basis suitability and coverage/condition and repair as required (Northam Town Council responsibility)	L	Annual or walk round review and repair as required
Overhanging branches	Overhanging branches can cause injuries to tenants, visitors, and children.	L	Regular inspection by Northam Town Council. Tenants to report any problems.
Security of site	Vandalism/Theft and inappropriate use.	L	Gate kept shut when not in use. Tenants advised to keep any tools on site in a locked shed. Paths to be kept trimmed during growing season.
Paths of uneven surfaces	Slip hazards – paths can be slippery when wet. Trip hazards – tools on paths, uneven surfaces. Insufficient maintenance	M/H	Regular inspection by Northam Town Council. Tenants to report any problems to Northam Town Council.
Refuse and noncompostable material	Could cause slip/trip/disease	L	To be removed from site by each allotment holder. Tenants to report any problems.
Pesticides and fertilizers	Burns, irritation, allergies, absorption through skin	M/H	Encourage use of organic methods. If chemical pesticides are used, tenants must wear appropriate PPE and follow manufacturer's instructions.

Bonfires	Danger of a bonfire spreading if unattended Risk of burning or damage	M	If chemicals are held on site, they should be stored securely and clearly identifiable Bonfires must be attended at all times. Check the wind direction before lighting and do not light near structures. Children should be supervised. Clear away debris afterwards when cooled.
Unoccupied / untidy plots.	Could become overgrown and then slip/trip hazard	L/M	Tenants to report any problems. Northam Town Council to inspect the vacant plots until occupied.
Rats	Disease	L	Tenants to report any problems to Northam Town Council. Rats are common where there is human activity, if poison has been laid down, notices are to be displayed to inform other tenants.
Structures/sheds/polytunnels	Injures from flying glass or flying debris	L	Sheds must need permission. Must be secured well into the ground. To be well maintained by tenants.
Stakes, canes and poles	Eye injury or cuts	L	Tenants should cover protruding ends with objects.
COMMENTS AND ADDITIONAL INFORMATION			
<ul style="list-style-type: none"> Each tenant is responsible for their actions and use of allotment gardens. Each tenant is responsible for their health and safety and the health and safety of others. All children must be supervised at all times by parents and / or carers. Continued misuse of allotment gardens or careless actions towards others may result in eviction from the site if deemed necessary by Northam Town Council. 			

Allotment View





Northam Town Council

Windmill Lane, Northam

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Allotment Rules and Guidance when renting an allotment from Northam Town Council



This document informs you of everything you need to know when renting an allotment from Northam Town Council.

This rule and guidance document has been developed to try and strike a balance between allowing people freedom to work their plot whilst ensuring they do not infringe on other allotment holders. Therefore, the following list of rules which NTC expects its allotment holders to comply with. Reports of non-compliance will be investigated and assessed on a case-by-case basis. In some cases, the offence can lead to immediate termination of the agreement and in others it may be a warning. If two warnings are issued, then on the third we will terminate the agreement.

If you break any of the following five rules it will lead to immediate termination of your agreement.

Rule	Action Taken
You must pay your allotment rent within 30 days of receiving your invoice.	Immediate Termination of Agreement
You are not allowed to remove anything from a vacant plot, including sheds, greenhouses, plants, crops etc unless given permission by the council	Immediate Termination of Agreement
You must not use any abusive or threatening behaviour on site, or on social media, be it physical or verbal.	Immediate Termination of Agreement
You must not fly tip any materials, arisings, or rubbish from your allotment plot, or from off site, anywhere else on the allotment site, this includes onto vacant plots, footpaths, roads and ditches.	Immediate Termination of Agreement, possible prosecution
You must not take anyone else's produce or property from their plot without permission	Immediate Termination of Agreement, possible prosecution

The following rules will usually result in a warning if they are broken.

Each case will be investigated on its merits; the types of evidence we look at include (but are not restricted to) written evidence submitted, witness statements, complaints received, physical evidence on site, police statements, recorded interviews, photographs etc. Any complaints or witness statements can only be accepted in writing signed by the plot holder making the allegations.

We cannot accept third party or anonymous statements or allegations. If you have any worries or concerns over other people's actions or conduct, please do call us or come in for a chat.

Although all of the below carry a warning there may be cases where they are extreme enough for us to go straight to an immediate termination. You will be kept informed of any decision we make and the reason for it.

Rule	Action Taken
You must not cause a nuisance to other plot holders or neighbouring properties – nuisance could include offensive or discriminatory language, being intoxicated, playing loud music, inappropriate posts on social media etc.	Warning
You must display a clearly visible plot number on your plot	Warning
You must always ensure you close the gates when entering and leaving the site.	Warning
You can bring your dog on site, as long as it's kept strictly under control at all times and only kept on your plot. Please make sure that you clear up any mess left by your dog and dispose of offsite.	Warning
You are not allowed to go onto other plots unless you have been given permission to do so by the plot holder or Town Council. If you have children on-site, they should be supervised at all times and should not be allowed to stray onto other plots.	Warning
You are not allowed to sublet your plot. By subletting we mean if a plot is wholly being worked by someone different than the named plot holder. The named plot holder must be present on site at all times.	Warning
Cars are only permitted on the site to load and unload or working on the site.	Warning

Allotments are often busy places with many allotment holders all sharing the site and working in close proximity with each other.

People differ in the way they manage and maintain their allotment plots and this may not be the same as the way you would do it yourself.

We therefore ask that all plot holders have respect for their neighbouring plot holders and tolerate the different approaches to allotment holding that they will see on site.

The following guidance is set out to help make the allotments a better place for everyone and help to keep it in good order, for future users.

Guidance
You can plant herbs and flowers as well as fruit and vegetables.
Fruit bushes/trees must be compact and of the small growing variety. You must also maintain the area around them.
Paths adjacent to your plot must be maintained.
You are actively encouraged to compost green waste on your plot and one way of doing this would be to have a Compost Bin, however, please do not let this encroach onto any paths.
Report damaged boundaries to the Council.
Keep an eye out for anybody you don't know on site and don't be afraid to ask them what they are doing.
Always inform the Council if you change address.
If you vacate your plot or are evicted, all belongings must be removed by the given date.
You are not allowed to block communal pathways.
In cases of theft or vandalism this should be reported by plot holders to the Police on 101. Please obtain a crime reference number in order to report any further incidents.
Council Staff must be treated with respect.
Plot holders must not inform others that they are able to take on their plot when given up. All plots will be offered in a strict waiting list order.

Failure on the part of the Town Council to not enforce any of the rules above cannot be seen as a waiver of that rule and does not in any way remove the Town Council's ability to enforce the rule again in the future.