

MORETON-IN-MARSH TOWN COUNCIL



COUNCIL ANNUAL MEETING MINUTES
Date: Tuesday 7th May 2024
Time: 6:30PM
Venue:
Council Offices, Old Town, Moreton-in-Marsh
GL56 0LW
Telephone: 01608 651448
E clerk@moretoninmarshtowncouncil.gov.uk
www.moretoninmarshtowncouncil.gov.uk

Present: Cllrs M Berry (chair), E Viviani, R Eastoe, J Blackbeard, O Jobson, M Swift, M Beresford

In attendance: S Hart, Clerk; Teresa Maull, Deputy Clerk; 11 members of the public.

ITEM	TITLE
1.	Cllr M Berry was ELECTED chair. Recorded vote: FOR: Cllrs Viviani, Jobson, Beresford, Eastoe AGAINST: Cllr Blackbeard
2.	The acceptance of office was signed.
3.	Cllr E Viviani was ELECTED vice-chair. Recorded vote: FOR: Cllrs Berry, Eastoe, Beresford, Jobson AGAINST: Cllr Blackbeard
4.	Apologies Apologies received from Cllr F Matthews, M Danks Absent Cllr S Brokenshire
5.	Declarations of Interests and Dispensations a) There were no declarations of interests from councillors on items on the agenda. b) There were no requests for dispensation relating to items on the agenda or made in writing relating to pecuniary interests.
6.	A report from District Councillor D Corps was NOTED .
7.	Public Participation Topics raised by members of the public: <ul style="list-style-type: none"> • Council's eligibility to declare the General Power of Competence. • Reports of an arrest • Redesdale Hall audit • Redesdale Hall progress • Transport Hub progress • Remembrance service • Request to photograph council for the purpose of the church prayers Cllr Swift arrived.
8.	Minutes a) It was AGREED to add the amount of £32 to item 7e. b) It was AGREED to change the wording of item 9b to "It was AGREED to remove the condition for Andrew Townsend for the related amount of £12,000." c) It was NOTED that the amendment of the minute did not change the meaning/intention of the original minute which was to reduce the endowment to £88,000. d) Item 10 was amended to include a recorded vote "FOR: 5 AGAINST: 2" e) Item 12 c was amended to include a recorded vote "Unanimous". f) The minutes of 16 th April 2024 were then AGREED as accurate and SIGNED .
9.	Finance a) The list of payments (including 3 received after the meeting pack compiled) was APPROVED .

4958	£108.32	4400/1	31/03/24	Grundon Waste Management Ltd - Collection and disposal of waste from TOP Cemetery between 6th -27th March 2024.
4959	£35.72	4400/1	31/03/24	Grundon Waste Management Ltd - Collection and disposal of waste from Skatepark between 13th - 27th March 2024.
4977	£60.00	2400/10	25/03/24	The Redesdale Hall Trust (Charity no 1202814) - Hire of Lower Hall for Annual Parish meeting on 20/05/24
4978	£250.00	2700	23/03/24	Rotary Club of The North Cotswolds - Grant application.
4979	£2,000.00	2700	07/03/24	Kates Home Nursing - Grant application.
	£2,467.78			Confidential

£7,500.00	8300	08/04/24	The Redesdale Hall Trust (Charity no 1202814) - Grant application. LG(MP)A 1976 s19
£68.53	2400/1	10/04/24	British Gas Lite - Electricity Supply 12.03.24 to 10.04.24.
£117.76	2400/1	10/04/24	British Gas Lite - Gas supply 12.03.24-10.04.24.
£8.00	2400/8	11/04/24	SMARTY - Monthly mobile plan.
£59.74	2400/8	15/04/24	Finn Telecom Ltd - Broadband/Telephone line rental 01.04.24 to 30.04.24, call charges 05.03.24 to 26.03.24.
£403.20	3600	15/04/24	Playsafety Ltd - The annual Safety Inspections for QVG, Tinkers Park, Redesdale Place and Skatepark/FIT site @£78 each.
£124.14	2400/5	15/04/24	Richard Cogan Ltd - Printing 15.03.24 to 15.04.24.
£8.74		18/04/24	Everflow -
£15.80	4100		Office
£13.47	5455		Croft Allotment
£7.73	5800		TOP Cemetery
£25.91	5455		University Allotment
-£54.17	5455		Credit

Late additions to the payments list:

£360.00	8200	01/05/24	L C Scaffold Ltd - Scaffold inspections x4 weeks @£75pw 01.04.24 - 29.04.24.
£2,400.00	8200	01/05/24	L C Scaffold Ltd - Extra hire of scaffolding for RH x 4 weeks @£500pw from 01.04.24 - 29.04.24.
£780.00	2500/2	02/05/24	Daniel Colwell & Co - Payroll services 2023-24.

£156.56	2800/3	21/04/24	Smart Computers Ltd - 12 annual licences for Microsoft 365 basic and 3 for standard.
£11.70	4500/1	23/04/24	Amazon - Purchase of Gunpla Torx Hex Key Allen Star Short Arm 9 piece set. LGA 1972 s111.
£368.00	2900	24/04/24	SLCC - Annual membership.
£252.00	2800/1	25/04/24	Edge IT Systems - Temporary finance band upgrade to £1,000,000 for 23/24.
£165.60	2800/3	27/04/24	Smart Computers Ltd - IT support, mailbox and sharepoint backup.
£135.00	9100/1	29/04/24	St Davids Centre - Youth club venue hire 7th, 14th and 21st May 2024 (3 sessions @£54)
£180.00	6200	01/05/24	Wix.Com LTD - Annual subscription for NDP website from 01.05.24 to 01.05.25. LGA 1972 s111.
£468.00	2400/3	03/05/24	Cotswold District Council - Non domestic rates for RBL.
£337.00	2400/3	03/05/24	Cotswold District Council - Non domestic rates - Car park.
£245.00	2400/3	03/05/24	Cotswold District Council - Non domestic rates for Council offices.

- b) A grant application from the Severn Area Rescue Association was considered. It was **AGREED** to request more detail as to how the residents of Moreton-in-Marsh might benefit before making a decision.
- c) It was **NOTED** that there is £15,000 set aside by Safer Streets Funding (not in our accounts) for allocating to a project/projects by September 2024.
- d) It was **AGREED** to setup a working group to consider options for spending the £15,000.
- e) It was **NOTED** that the Unilateral Undertaking (UU) Funding granted to the Town Council in September 2022 by the Cotswold District Council has not yet been given to the Town Council.
- f) It was **NOTED** that the delay is being caused by the District Council's insistence on evidence of title in relation to the Redesdale Hall element of the funding (which is also holding up the Transport Hub element of the funding).
- g) It was **NOTED** that the Town Council's solicitor has confirmed that the District Council has the evidence it needs to proceed in respect of the Redesdale Hall element of the funding.
- h) It was **NOTED** that the clerk has sent the copies of the early conveyance documents at the request of the District Council. A response from the District Council is pending.
- i) It was **NOTED** that once the District Council is content with the evidence of title they intend to issue a revised draft agreement to the town council.
- j) It was **AGREED** that if the conveyance document submitted to the District Council does not suffice for the issue of a revised draft agreement that the clerk will arrange a meeting with the District Council solicitor and the Chief Finance Officer.
- k) It was **AGREED** that councillors Viviani and Berry would attend the meeting, along with the clerk and the town council's solicitor.

10. Governance

- a) The clerks delegation was reviewed. No amendments were identified, and it was **AGREED** to continue the delegation.

- b) It was **NOTED** that committee delegations are within the Committee Terms of Reference.
- c) It was **NOTED** that Committee terms of reference will be reviewed by committees at their next meeting and recommendations brought back to council.
- d) Members were **APPOINTED** to Committees as follows:
 Allotments and Cemeteries – Berry, Blackbeard, Viviani
 Finance and Governance – Cllrs Berry, Eastoe, Jobson, Viviani and 1 vacancy.
 Personnel – Cllrs Beresford, Berry, Blackbeard, Viviani and 1 vacancy.
 Planning and Infrastructure – Cllrs Beresford, Berry, Blackbeard, Eastoe, Jobson, Swift and Viviani.
- e) To **NOTE** that committees appoint their own working group members.
- f) Members were **APPOINTED** to council directed working groups as follows:
 Youth Provision – Cllrs Berry, Blackbeard, Eastoe, Jobson, Swift
 Climate and Ecology – Berry, Eastoe and 1 vacancy.
- g) Standing Orders were reviewed. It was **AGREED** to add “and be reported in writing to the clerk.” to item 25. a, iv.
- h) It was **NOTED** that a new NALC Model Financial Regulations has been issued (received by the clerk on the day of the meeting). It was **AGREED** that the Finance and Governance Committee would review the new model and make recommendations to council.
- i) It was **NOTED** that arrangements with other not for profit bodies, businesses and local authorities will be **REVIEWED** by the Finance and Governance Committee and reported to council.
- j) It was **NOTED** that the council appoints 3 individuals to Moreton Charity appointed as and when required as notified by the charity. No vacancies at present.
- k) The General Power of Competence was discussed. It was **NOTED** that the eligibility criteria are for the clerk to be qualified (Clerk has CiLCA) and for two thirds of members to have been elected.
- l) The inventory of land and assets was **NOTED**.
- m) The council's/staff subscriptions to other bodies were **NOTED**.
- n) The council's complaints procedure was **NOTED**.
- o) The council's policies and procedures regarding Freedom of Information and data protection were **NOTED**.
- p) The council's policy for dealing with the press/media was **NOTED**.
- q) It was **NOTED** that the council's policy for dealing with the press/media will be reviewed by Finance and General Purposes Committee.
- r) The council's employment policies and procedures were **NOTED**.
- s) It was **NOTED** that the council's employment policies and procedures will be reviewed by the Personnel Committee.
- t) The council's expenditure under s137 was **NOTED**.
- u) The time and place of the council's ordinary meetings up to and including the next annual council meeting were **AGREED** as follows:
 Tuesdays – towards the end of the month to allow for the most up to date finance reports; no change to the time of 6:30pm
 May 21st 2024
 June 25th 2024
 July 30th 2024
 September 24th 2024
 October 22nd 2024
 November 26th 2024
 December 17th 2024
 January 28th 2025
 February 25th 2025
 March 25th 2025
 April 29th 2025
 May 20th 2025 (Annual Meeting)

	<p>v) It was NOTED that the time and place of the council's committee meetings is delegated to committees.</p>
11. Office Windows Grant	<p>a) To NOTE the parameters of the grant available have changed to include solar panels, LED lighting.</p> <p>b) It was AGREED to seek quotes for double glazing all the windows and the front door, to include a change to the west window to incorporate a French window style door and repairs to the south window casement. Depending on the cost of this work in relation to the amount of grant available (maximum grant of £10,000 with 20% applicant match funding) further quotes to be sought for insulation as the next priority, and then solar panels.</p>
12. Redesdale Hall	<p>a) To NOTE the council has been asked if it wants to retain the ability to appoint persons to the Redesdale Hall CIO (they can appoint two in the new constitution). This item DEFERRED.</p> <p>b) If yes, to CONSIDER appointment of two individuals to the Redesdale Hall CIO. This item DEFERRED.</p>
13. Allotment & Cemeteries Committee Recommendations	<p>a) It was NOTED that cllrs Jobson, Blackbeard and Beresford have interests in Allotment matters.</p> <p>b) It was NOTED that they may request a dispensation in writing. Clerk to provide forms.</p> <p>c) It was AGREED to purchase two wreaths commemorating the 80th Anniversary of D-Day in WW2 on 6th June 2024, one to be laid at War Memorial in the centre of Town and one at the memorial in Top Cemetery by Commonwealth War Graves. Additionally to provide refreshments with a total budget of £100 at the Redesdale Hall if available.</p> <p>d) The Terms of Reference with suggested amendments were AGREED. (See Annex A)</p> <p>e) The Allotment Information Pack & Tenancy Agreement for 2024/25, with suggested amendments, was AGREED. (See Annex B)</p>
14. Finance and Governance Committee Recommendations	<p>a) It was AGREED to ringfence CIL money received from CDC within reserves until allocated for expenditure (currently £49,015.48).</p> <p>Recorded Vote FOR: Cllrs M Berry, E Viviani, R Eastoe, O Jobson, M Swift, M Beresford AGAINST: None</p> <p>b) It was AGREED to ask CDC on what basis they decide when to payout CIL funds and their ability to withhold the interest accrued.</p> <p>c) The insurance cover was reviewed and it was AGREED to request a renewal quote on the basis of the following adjustments recommended by the committee:</p> <ul style="list-style-type: none"> • Remove volunteers from the employers liability. • Remove reference to landscape gardeners. • Remove Redesdale Hall. <p>i. It was AGREED to undertake revaluation of the office building and the war memorial over the next 12 months.</p> <p>d) It was NOTED that councillors are needed to complete the quarterly checks. Cllr Eastoe has sent an email requesting volunteers.</p>
15. Communications Strategy	<p>9pm - It was AGREED to extend the meeting by 15 mins.</p> <p>a) It was AGREED to establish a working group to report back to full Council on a revised communication strategy and suggested vehicles/modes of communicating what we do and the decisions we make.</p> <p>b) It was AGREED the group would finalise a draft Terms of Reference (TOR) to be approved by the council.</p> <p>9:10pm Cllr Jobson left</p>
16. Correspondence	<p>a) In response to correspondence from the vicar, it was AGREED that the clerk and Cllrs Viviani and Blackbeard would meet with the vicar to discuss wording of the service, on a</p>

	<p>Wednesday afternoon if possible. It was NOTED that there is a preference for the King James version of the Lord's prayer at the Remembrance service.</p> <p>b) A grant report from Citizens Advice was NOTED.</p> <p>c) A report from the Neighbourhood Policing Team was NOTED.</p> <p>d) Clerk to send apologies on behalf of the council for the GAPTC AGM.</p>
17. Communication	<p>It was AGREED to highlight the following agenda items on the website:</p> <ul style="list-style-type: none"> • D Day remembrance plans including laying of wreaths. • The new Communications working group. • An explanation of the General Power of Competence.
18.	It was NOTED that the clerk is waiting for a third quote for the Redesdale Hall audit.
19. Date of next meeting	It was NOTED that the date of the meeting was agreed at item 10u – May 21 st 2024.
20. Exclusion of public and press	It was RESOLVED to exclude the public and press under the Public Bodies (Admissions to Meetings) Act 1960 due to the confidential nature of the following items.
21.	The Youth Club arrangements for 2024/25 were considered. Clerk to contact Bourton, Shipston, Blockley and Stow parish councils in respect of youth activities.
22.	It was AGREED to proceed with registration of the council's unregistered land at a cost of up to £3,000 using LPR Land and Property Registration.
23.	The meeting closed at 9:25pm.

Annex A

Moreton-in-Marsh Town Council

DRAFT Terms of Reference

ALLOTMENT & CEMETERIES COMMITTEE

Reviewed by Allotment & Cemeteries Committee on **7th March 2024**

Approved by Council: **TBC**

The Allotment & Cemeteries Committee has the power to consider issues relating to the day-to-day management and maintenance of the Council's allotments and cemeteries and make recommendations to the Council

Number of Seats:	3 excluding 4 non-councillor appointments
Chairman:	To be elected by the committee for the year, or as necessary
Quorum:	3
Term of Office:	To be reviewed annually
Meeting frequency:	Bi-monthly
Budget:	As determined annually by Council

DUTIES, POWERS & RESPONSIBILITIES

1. To consider requirements for the Council to exercise its statutory powers and duties in relation to the provision and maintenance of burial grounds, cemeteries and the provision of allotments.
2. To consider requirements to maintain in good order such areas & assets throughout the town and to monitor agreed actions.
3. To consider any new and revisions to tenders and legal agreements, when requested by the Council ~~or Committee~~, making recommendations to Committee Council for evaluation and approval.
4. To review and consider requests made by allotment tenants for the erection of structures, which are outside the delegated authority.
5. To consider fees & charges associated with facilities within the Council's remit, when requested by the Council ~~or Committee~~, making recommendations to Committee Council by the end of October.
6. To appoint representatives of the Council's allotments onto the Group Committee.
7. To appoint community and/or business representatives onto the Group Committee.
8. To seek advice from specialist subject advisors who whilst disqualified from joining the Group Committee due to holding paid office or employment with the Council have knowledge and experience relevant to the work of the Group Committee.
9. Identify and manage training requirements of Group Committee members.
10. With due regard to health and safety legislation, to identify and assess risks associated with the environment and where necessary make recommendations to the Council to implement mitigating measures.
11. To draft and annually review policies relevant to the Group Committee making recommendations to Committee Council
12. Power to authorise members to contact or communicate with third parties in accordance with Standing Order 25.
13. Power to propose and resolve issues or make recommendations to Committee Council as required. All resolutions to be forwarded to the Clerk for the next Committee Council meeting to note.
14. To evaluate reports and returns relevant to the work of the Group Committee and make comments to the Committee Council
15. To develop and enhance an in-year schedule of required activities for the Group Committee and to subsequently manage and monitor them.
16. To facilitate compliance with all relevant legislation.
17. Oversee and manage the Group's Committee's data security in support of General Data Protection Regulation (GDPR) legislation.
18. To provide appropriate guidance and information to support the Clerk in replying to Freedom of Information (FOI) and Data Information enquires/requests as required.
19. All members of the Group Committee must meet the legislative requirements for membership of a Council.
20. All members of the Group Committee must abide by the Council's Standing Orders, Code of Conduct and relevant policy requirements.

Commented [AC1]: Working Group was changed to a committee so recommendations would need to go to Council. The word Group and Committee have been amended/deleted to reflect this change throughout the document

Commented [AT2R1]: Working Group was changed to a committee on 16th May 2023

Annex B

Moreton-in-Marsh Town Council

**Allotments Information Pack
& Tenancy Agreement**

~~2023-2024~~

2024-2025

Moreton-in-Marsh Town Council

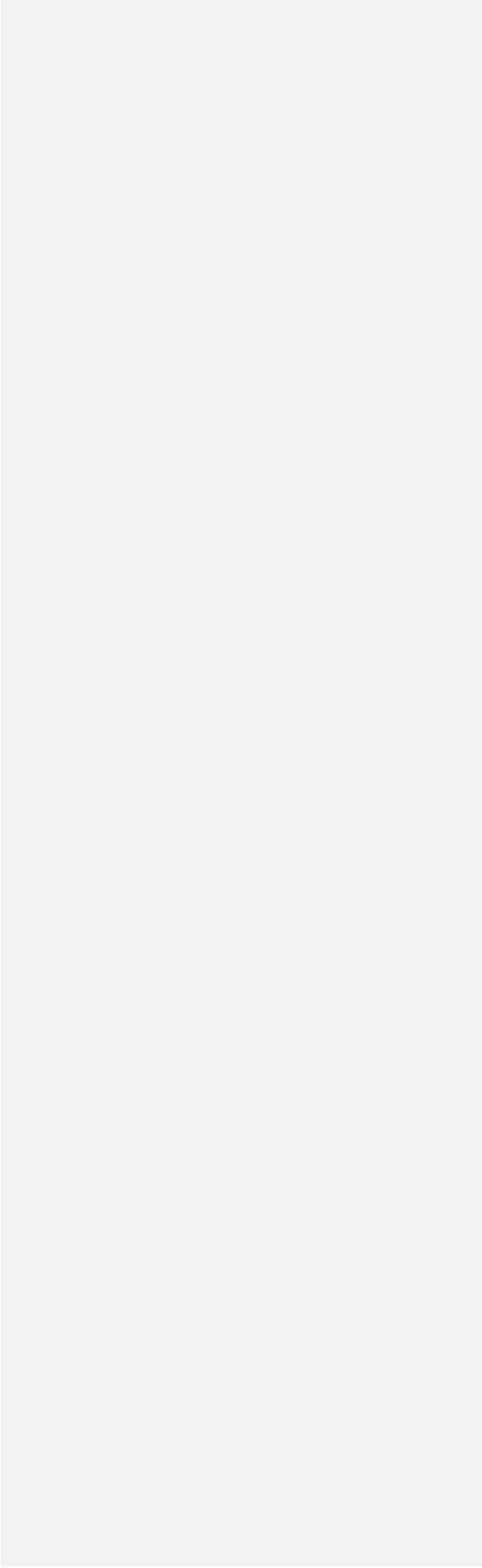
Old Town, Moreton-in-Marsh,
Gloucestershire, GL56 0LW

Email: deputyclerk@moretoninmarshtowncouncil.gov.uk or
office@moretoninmarshtowncouncil.gov.uk

www.moretoninmarshtowncouncil.gov.uk

Tel. 01608 651448

DRAFT



Allotments – Information

Allotment Sites and Rent

The Town Council operates three allotment sites:

- Hospital Road
- University, Old Town
- Croft, Evenlode Road

The plots on University and Croft are large but with the councils agreement the plots can be subdivided into smaller units.

The annual rent is due on the 1st September. All plots, irrespective of the size are charged at the same rate.

Allocation of Allotments

To apply for an allotment please contact the Town Council at the address/number given on the cover.

The Allocation of allotments is at the discretion of the council. Should the supply of plots be less than the demand the council will consider the following:

- Allotments will only be let to applicants aged 18 years or older who live within the parish of Moreton in Marsh.
- Allotment holders who move outside the parish boundary must relinquish their allotment by the 1st September.
- Any adverse previous history as an allotment holder will be taken into consideration.
- New applicants on the waiting list will be given priority over existing allotment holders.

In the event of the death of a Tenant the Town Clerk should be notified by the next of kin who will have the first option to take over the tenancy of the plot, except when a notice has been served on the plot.

The council maintains a waiting list of prospective Tenants. When an allotment becomes vacant the council will endeavour to contact the first person on the waiting list using the contact details provided by the applicant.

Allotment Representation

Allotment issues and policies will be reviewed by the Allotment & Cemeteries Committee for recommendation by council. The meetings are open to the public to attend. However, it is hoped that most queries or problems can be sorted out quickly, either by talking to your allotment representative or by contacting the Town Council Office.

The allotment representatives are:

- **Hospital Road:** Roger Harris (Plot 8)
Email: rogerharris865@yahoo.com
- **Croft, Evenlode Road:** Rosemary Mason (Plot 22)
Email: ramason45@yahoo.co.uk
- **University:** ~~Rebecca Bloxsome~~ Emma Carter (Plots 23 & 25) Plot no 40
Email: rebeccabloxsome40@gmail.com
e_l_carter@yahoo.co.uk

Regular meetings are held with the Town/Deputy Clerk to decide day to day issues affecting the sites. Allotment holders are welcome to join the representatives at these meetings.

Moreton-in-Marsh Allotment Association

Tenants are able to become members of the Allotment Association.

Allotment Association is affiliated to the National Society of Allotment and Leisure Gardeners www.nsalg.org.uk/

For further details contact: Mrs S Berry, Email:
hornblowsuz@hotmail.com

The council will collect the Association fee at the same time as the tenancy rent.

The **Aims and Objectives** of The Association:

- To promote and protect the interests of all members in their allotment and gardening activities and to take joint action for the benefit of all members.
- To conduct negotiations with the Town Council on all matters relating to the use of allotment land.
- To take action in liaison with the Town Council to protect members and their plots against damage, trespass and theft by seeking to ensure that the allotment site is secure from vandals, dog-fouling and other anti-social activities.
- To seek to obtain a supply of seeds, fertilizers, tools and other horticultural equipment on behalf of and for the benefit of members.
- To arrange lectures, demonstrations, competitions and other social events should the membership show sufficient demand for such activities.
- To co-operate with other gardening associations and environmental organisations in matters of a mutual interest.
- To forge links with local schools and other community groups to assist in the development of gardening projects to promote health, education and community fellowship.
- To promote the uptake of allotment use in the local community.

Allotment Agreement

A copy of the Allotment Tenancy Agreement is attached. Before signing, applicants are advised to read the agreement in full and raise any queries with the Deputy Clerk.

Keys

Keys are available in exchange for a ~~£5~~ £6 refundable deposit.

Insurance

The council recommends that tenants take out insurance to cover any personal items. The council will not be held responsible for any loss or damage.

Sheds, Greenhouses & Poly-tunnels

On each plot one wooden shed and one greenhouse is permitted up to the maximum dimensions given below. Anything larger will need to be agreed by the council. At present poly-tunnels will also need to be agreed by the council

Hospital Road A 6'x4' windowless pent shed is recommended although sheds up to 8'6' and a greenhouse up to 8'8" are permitted.

Croft and University One shed and one greenhouse up to 8'x10' each are permitted.

The Tenant must provide the council with a sketch map showing the full extent of their allotment and the precise location of the shed or greenhouse.

No permanent foundation is to be constructed and sheds should normally be of timber or a material approved by the council.

The council reserves the right to ask the Tenant to remove the shed/greenhouse.

Unless agreed with the council or the incoming tenant, all constructions must be removed when vacating the plot.

Skips

On Croft and University allotments a skip will be provided by the council annually. The date will be posted on the noticeboard. Only legitimate allotment waste is to be deposited in the skips but no soil or green waste. Please try and recycle wherever possible.

Bonfires

Open bonfires are not permitted but metal bin incinerators may be used and MUST NOT be left unattended.

Formatted: Font: Not Highlight

Ending the Tenancy Agreement

When vacating an allotment the site is to be left in a clean, empty and tidy state and any constructions removed unless agreed otherwise with the council.

DRAFT

Moreton in Marsh Town Council

ALLOTMENT TENANCY AGREEMENT 2023/2024 2024/25

It is agreed between the parties that this agreement supersedes and replaces any other agreement whether verbal or written.

Tenancy & Rent:

1. The rent is reviewed on an annual basis by the Town Council and is payable in advance with effect from 1st September. If payment is not received then the agreement will be terminated.
2. The council must be given the names of all the users of the allotment.
3. No part of the allotment can be assigned or sublet without consent from the council.
4. A Plot deposit will be required for all new allotment tenancies which will be reimbursed if the plot is left tidy when the plot is vacated.

General

5. **All entrance gates, provided with a lock, must be kept locked.** Unauthorized persons are not allowed on site unless supervised by the Tenant.
6. Written permission must be gained from the council to erect any constructions exceeding the permitted number or dimensions detailed in the information pack. They must be within the boundary of the plot and kept in good condition.
7. Allotment number posts must not be moved and must be visible at all times. Tenants must report any missing posts.

8. Paths must not be obstructed or reduced. Hedges and grass paths that border your plot must be maintained and kept trimmed, mown or strimmed.
9. Storing materials unrelated to cultivation is not permitted.
10. Vehicles are only permitted in the designated car parking areas. No vehicles or trailers are to be parked overnight.
11. Only allotment waste may be burnt on your plot. Before lighting any fire in an incinerator the tenant should give due consideration to the weather conditions so as not to cause a problem to neighbouring properties. Tenants must not leave the site until the fire lit has burnt out or been extinguished.
12. Barbed wire is not permitted.
13. The following Council Policies must be adhered to:
 - Hen Keeping Policy
 - Bee Keeping Policy
 - Rabbit Policy
 - Pond Policy

Cultivation:

14. The allotment is to only be used as an allotment garden (commercial use of an allotment is not allowed). Only fruit trees will be permitted on plots. Trees/intrusive planting causing an intrusion or nuisance, the tenant may be asked to remove, eg: bamboo, leylandii etc.
15. The plot must be kept tidy and in a good state of cultivation i.e. strimmed of weeds and long grass with at least half the plot cultivated.

The council will give notice to the Tenant if the plot is judged to be untidy. If the situation continues the council will arrange for remedial works to be undertaken. The Tenant will be liable for any costs incurred.

16. With the exception of rabbits, hens and bees, Tenants are not permitted to keep any livestock on allotment land. A separate agreement must be signed regarding housing welfare and safety.
17. Tenants must not create a pond on the allotment without written consent of the Council in accordance with the Pond Policy.
18. Only weed killers and pesticides that have been approved for use by amateurs/private individuals may be used. Care must be exercised when spraying. Plant protection products are to be applied in accordance with manufacturer's instructions. In the event of damage to adjacent plots, hedges, trees or crops the Tenant must make good or replant as necessary.
19. Hoses must not be connected to the water supply other than for filling water butts.
20. Water troughs are only to be used for watering purposes.

Nuisance:

21. Tenants must not cause any nuisance or annoyance to the Tenant of any other plot or the owners of neighbouring property. Any complaints received will be investigated and may result in the tenancy being terminated.
22. Children under the age of 16 must be accompanied and supervised at all times.

23. Well behaved dogs are allowed on sites but must either be tethered or confined to the owners plot. Complaints may result in a Tenant being asked not to bring a dog to site. Dog faeces must be removed from the site by the allotment holder.
24. With the exception of fuel needed for horticultural equipment used on the allotment and substances covered by clause **18** above, no material listed by HSE as hazardous are to be used on any site for any purpose. Any hazardous material not identified to the council on taking on the plot or subsequently used will be removed at the tenant expense.

Liability:

25. The council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the council in respect of any such claim made against it.
26. The council is not responsible for loss, damage, fire or theft of any personal items or crops on any allotment plot.
27. The council does not accept liability for any damage to the allotment or theft of any item or structure placed on the allotment.

Inspections:

28. A Member or Officer of the council or a competition judging panel is entitled to inspect any allotment plots.

29. Periodic inspections will be carried out to ensure all terms and conditions of the Tenancy Agreement are adhered to. Any Tenant found to be in breach of these conditions will be notified and given time to improve the plot.

Termination of the Tenancy:

30. On vacating a plot all rubbish, carpets etc. must be removed. Constructions (shed/greenhouses etc.) are to be removed unless an agreement has been reached with the council and incoming tenant. The Tenant, or his/her estate, will be charged for removal of any rubbish or constructions left on the plot **in excess of the plot deposit.**

31. By the Tenant

Tenants must notify the council two weeks in advance if they wish to end their tenancy. Rent paid will not be refunded.

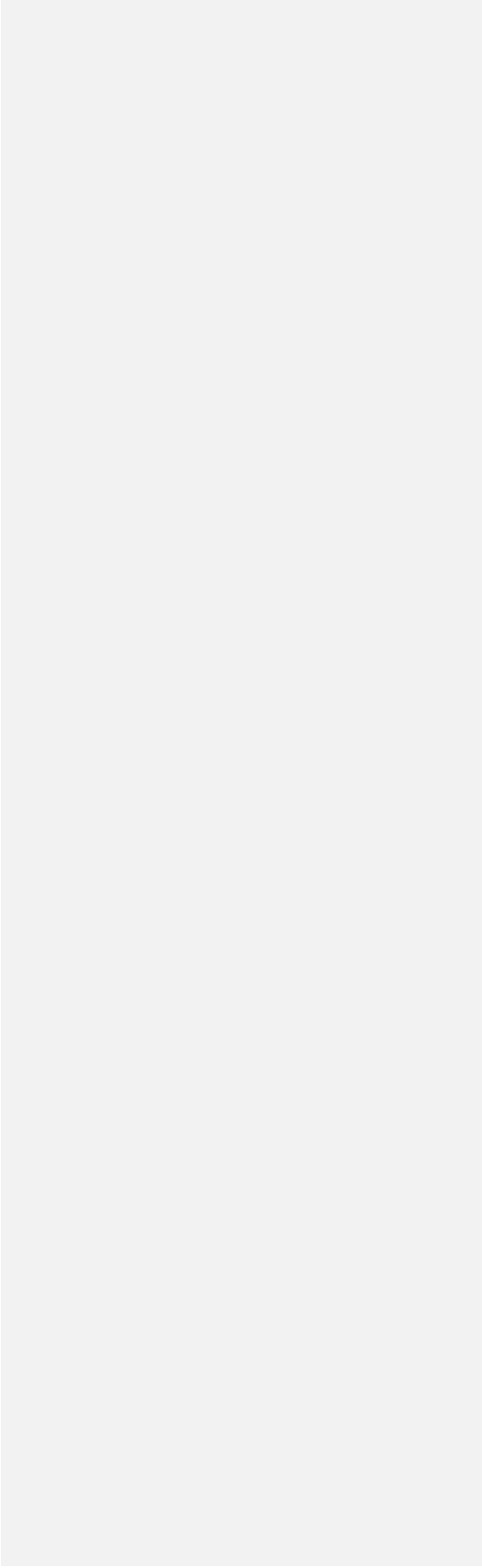
32. By the Council

The council may end the tenancy if:

- the rent is in arrears by more than 40 days, or
- if it appears to the council that there has been breach of the Allotment Tenancy Agreement in which case the Tenant will receive 30 days' notice, or
- By giving 12 months' notice to the Tenant, or
- By giving 3 months' notice when the land is required for a public undertaking e.g. roads or sewers.

Any notice given to the Tenant will be signed on behalf of the council by the Clerk and will be served on the Tenant either personally or by post.

DRAFT



Moreton-in-Marsh Town Council
ALLOTMENT TENANCY AGREEMENT 2023/2024 2024/25

I wish to take up the tenancy of the above allotment plot(s) and confirm receipt of and acceptance of the allotment Tenancy agreement.

Name

Address

Tel / Mobile No.

Email

Names of other users of the allotment

Allotment Site: University/Croft/Hospital Road

Plot Number(s)

Tenancy payment	£ 30 <u>32</u>	
Deposit for new plot	£ 55 <u>58</u>	
Deposit for gate Key	£ 5 <u>6</u>	
Allotment Association fee	£5 (optional)	£
Total		£
Please tick the box if you are paying by bank transfer		
Moreton in Marsh Town Council. Account no. 00064524 Sort Code 30 95 75		

Signed **Date**

Please print details, sign and return to **Moreton-in-Marsh Town Council, Council Office, Old**

Town, Moreton-in-Marsh, Glos, G156 0LW.

Personal data will only be used for allotment related matters for the period of the tenancy.

DRAFT