



**WATFORD
BOROUGH
COUNCIL**

CABINET

6 February 2017

7.00 pm

Town Hall Watford

Publication date: 27 January 2017

Contact

If you require further information or you would like a copy of this agenda in another format, e.g. large print, please contact Caroline Harris Democratic Services Manager on 01923 278372 or by email – legalanddemocratic@watford.gov.uk .

Welcome to this meeting. We hope you find these notes useful.

Access

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An audio recording may be taken at this meeting for administrative purposes only.

Cabinet Membership

Mayor	D Thornhill	(Chair)
Councillor	P Taylor	(Deputy Mayor)
Councillors	K Collett, S Johnson, I Sharpe and M Watkin	

Agenda

Part A – Open to the Public

- 1. Apologies for Absence**
- 2. Disclosure of Interest (if any)**
- 3. Minutes of previous meeting**

The minutes of the meeting held on 16 January 2017 to be submitted and signed.

Copies of the minutes of this meeting are usually available seven working days following the meeting.

(All minutes are available on the Council's [website](#).)

- 4. Conduct of meeting**

The Cabinet may wish to consider whether there are any items on which there is general agreement which could be considered now, to enable discussion to focus on those items where the Cabinet sees a need for further debate.

- 5. Allotment Tenancy Revisions (Pages 5 - 12)**

To agree the revised tenancy agreement for allotments in the Borough

- 6. Exclusion of press & Public**

The Chair to move: that, under Section 100A (4) of the Local Government Act 1972, the public and press be excluded from the meeting for the following item of business as it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during consideration of the item there would be disclosure to them of exempt information as defined in Section 100(1) of the Act for the reasons stated below in terms of Schedule 12A.

Note: if approved, the Chair will ask members of the press and public to leave the meeting at this point.

7. Agree to commence the retender and procurement process for the leisure centre management contract (LCMC)

Report of Head of Corporate Strategy and Client Services

This report is considered Part B in accordance with paragraph 3 Part 1 Schedule 12 A as the information contained within the report relates to the financial and business affairs of the Council.

*PART A

Report to: Cabinet
Date of meeting: 6th February 2017
Report of: Head of Corporate Strategy and Client Services
Title: Adoption of new Tenancy Agreement for Allotments in Watford

1.0 **Summary**

- 1.1 This report summarises the updates to the Tenancy Agreement for our allotment tenants and is based on recent consultation with site supervisors, benchmarking and feedback from the Councils partner, Veolia who currently manage our allotment services
- 1.2 The updates to the tenancy are in line with current good practice and have been brought up to date to ensure consistency with the new Terms and Conditions.

2.0 **Recommendations**

- 2.1 To formally endorse the new tenancy agreement

Contact Officer:

For further information on this report please contact: Paul Rabbitts – Section Head Parks and Open Spaces

Telephone extension: x8250; email: Paul.Rabbitts@watford.gov.uk

Report approved by: Lesley Palumbo, Head of Corporate Strategy and Client Services

3.0 **Detailed Proposal**

- 3.1 Watford Borough Council provides 12 allotment sites in the Borough which continue to be popular with local residents echoing the national picture.
- 3.2 A new and updated allotments strategy was adopted in 2013 and included Action Plan 3.8 “To review the allotment tenancy agreement and FAQ’s and update accordingly”

which were considerably dated and had a number of inconsistencies in relation to the FAQ's / Terms and Conditions e.g. rules with regards to bonfires.

3.3 Officers looked at a number of examples of tenancy agreements and have consulted with both site supervisors and Veolia to ensure that the new tenancy was 'workable'. The Head of Democracy & Governance was also consulted to ensure that the tenancy was also legally enforceable. A new tenancy agreement is therefore presented for consideration and approval by Cabinet.

4.0 **Implications**

4.1 **Financial**

4.1.1 The Director of Finance Shared Services comments that there are no financial implications.

4.2 **Legal Issues** (Monitoring Officer)

4.2.1 The Head of Democracy & Governance comments that the provisions of the Allotment Acts 1908 to 1950 have been considered and are reflected in the termination provisions within the agreement. The time for issuing the invoice has been brought forward to allow tenants who may not wish to continue with an allotment time to serve notice to terminate before the commencement of a new rental year.

4.3 **Equalities**

4.3.1 Not applicable

Appendices

- Tenancy Agreement

Background Papers

No background papers were used in the preparation of this report

File Reference

None

AN AGREEMENT made on the 1st day of April Two Thousand and seventeen BETWEEN THE WATFORD BOROUGH COUNCIL of Town Hall Watford Hertfordshire WD17 3EX (hereinafter called "the Council") of the one part and

Title	Surname	Forename(s) IN FULL	
Address			
Post code			
Tel		Email	

(hereinafter called "The Tenant") of the other part.

WHEREBY:-

1. The Council agrees to let and the Tenant agrees to take on a yearly Tenancy commencing on the **First day of April Two Thousand and Seventeen** the allotment garden numbered Being (..... **square metres in size which equates to approximately** poles) on the site.

Paying the yearly rent being calculated at the rate of [£___:___] per 25 square metres (approximately 1 pole) per annum **and payable on the 1 April in every year** and thereafter such yearly rent as may be determined in accordance with clause 1.0 of the Terms & Conditions.

Invoices are sent out once a year in February for the next financial year. Payment is for **12 months**; from 1 April to 31 March. Failure to pay promptly (Veolia payment terms are within 30 days) will result in the termination of your tenancy agreement. Allotments let within the year will be charged at a pro rata rate. Please note there will be no refunds given if plots are given up before the end of your tenancy.

2. The Council has appointed Veolia to manage the allotment on the Council's behalf.

3. UPON the death of the tenant, if it can be shown that the plot was cultivated by any member of the tenant's immediate family (spouse, partner or child), then subject to the Council's or Veolia's discretion and agreement, the plot can be transferred to the immediate family member who must apply to take over the tenancy in their own right.

4. The Council may terminate this tenancy in any of the following ways:-

(i) by giving twelve months written Notice To Quit expiring at any time on or before 6 April or on or after 29 September in any year; or

(ii) by giving three months written Notice To Quit expiring at any time:-

a) where the Council acquired the site for a purpose other than letting as allotments or has appropriated them to another purpose under any statutory provision, or

b) if the Council requires the Allotment for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with any of the aforementioned purposes; or

(iii) by giving one months' written Notice To Quit if:-

a) the rent is in arrears thirty days or more after it has become due, whether demanded or not; or

b) not less than three months after the commencement of this tenancy the Tenant is in breach of any of the rules of this tenancy

(iv) The Tenant may terminate this tenancy by giving the Council one months' written notice expiring at any time.

On the termination of this tenancy for any reason the Tenant must remove from the Allotment all structures and materials and leave the land in a clean and reasonably levelled condition. In the event of the Tenant not complying with this requirement the Council has the right to remove and dispose of as it sees fit such crops, trees, bushes, buildings or other property and charge the expenses of this action to the Tenant, who shall upon demand pay to the Council those expenses.

5. THE Council may re-enter upon the property at any time if:-

i) **The rent or any part thereof is in arrears for not less than thirty days whether legally demanded or not** or,

ii) It appears to the Council that there has been any breach by the Tenant of the agreements and conditions hereinafter contained PROVIDED THAT if such a breach be of the conditions or rules affecting the cultivation of a plot, at least three months have elapsed since the commencement of the Tenancy or,

iii) The Tenant shall become bankrupt or compound with his creditors or,

iv) A notice to quit has been served on the Tenant in accordance with the provisions of clause 4 (i) – (iii) and that notice has expired

6. The Tenant shall notify Veolia in writing within 28 days if the Tenant moves and provide Veolia with their new address. If the Tenant has moved out of Watford (defined as the Borough boundary), the Tenant will be given 12 months notice to terminate their tenancy in accordance with 4 (i) above.

7. ON the determination of this Tenancy the Council or the Tenant as the case may be shall be entitled to the payment of compensation in accordance with the provisions of the Allotments Act 1908 to 1950 extracts of which may be inspected by the Tenant at the office of the Head of Community Services of the Council at the Town Hall .

8. ANY notice required to be given by the Council to the Tenant may be served on the Tenant in pursuance of this Agreement by delivering to the Tenant personally or leaving it at his last known place of abode or despatched by the Recorded Delivery Service addressed to him there or affixed in some conspicuous manner on the allotment and any notice so delivered left despatched or affixed shall be deemed for the purposes of such notice to have been received by the Tenant and if any notice is desired to be given by the Tenant to the Council the Tenant shall leave with or send the said notice in writing to the Head of Community Services for the time being of the Council at the Town Hall, Watford.

9. AT the expiry or determination of the Tenancy hereby granted the Tenant shall peaceably yield up the allotment garden specified in Clause 1 hereof **and shall deliver the key to the site to the Customer Service Centre at the Town Hall or Veolia Watford at Wiggshall Depot.**

TERMS AND CONDITIONS

1.0 Renting a plot

It costs [£___:___] per 25 square metres (approximately equal to 1 'pole') per year from 1 April 2017, The Council will be entitled to increase the amount payable at any time and any increase) will be applied annually from 1 April. The Tenant will be given at least 2 months written notice prior to 1 April in any year of the increase if more than the current CPI. Notification of the increase will be by way of the invoice issued in February issued by the Council's Partner, Veolia and made payable to them.

2.0 Paying for your plot

Invoices are sent out once a year in February. Payment is for **12 months in advance**; from 1 April to 31 March. Failure to pay promptly (Veolia payment terms are within 30 days) will result in the termination of your tenancy agreement. Allotments let within the year will be charged at a pro rata rate.

3.0 Allotment concessions

50% discount is available to plot holders on the following means tested benefits only:

- Housing Benefit, in the form of Rent Allowance or Local Housing Allowance for people living in rented accommodation
- Council Tax Benefit
- Income Support
- Job Seekers Allowance (income based)
- Working Tax Credit
- Child Tax Credit
- Guaranteed Pension Credit (not 'Savings Pension Credit')
- Employment and Support Allowance (Income based)
- Universal Credit

The list of means tested benefits will be updated annually to reflect changes in welfare reform regulations

4.0 Plot cultivation

"Under cultivation" means at least 75% of your plot is cultivated or managed appropriately.

- Plots covered in short or long grass or weeds, or covered by other material for more than 6 months are classed as not cultivated.
- New tenants must start cultivating within 2 months of taking on a plot.
- If you do not cultivate your plot according to these rules, your tenancy will be ended unless you can satisfy the Council that your personal circumstances (see examples in 5 below) are such that you had good reason why you could not cultivate your plot.
- Tenants who receive 2 annual non-cultivation letters (valid from January 1st 2014) will have their tenancies terminated regardless of the reason.

(Please note - You must inform your site supervisor immediately if you are having difficulties or the Veolia Service Support Team on 0203 567 6900).

5.0 Adverse weather conditions and plot cultivation

As above, 75% of your plot must be cultivated or managed appropriately. However, the Council or its Partner will assess individual circumstances in relation to weather and "personal circumstances" such as ill health, bereavement. The Council's or Veolia's decision shall however be final.

6.0 Covering plots

As long as you maintain the cultivation levels as shown in Terms & Conditions 4, you can cover unused areas of your plot with suitable weed suppressant material. Carpet must not be used as residues in carpets are harmful to soils when they break down.

7.0 Numbers on allotment plots

You must have a clear sign at the front of your plot.

8.0 Rubbish on plots

In most cases, you take the plot "as seen" when you choose it. However, if you find any potential hazardous waste, please contact your site supervisor and Veolia and they will assess accordingly and seek the Council's approval to clear. In some cases, if the plot is in very poor condition, they will remove and clear the plot for you. However, in general, any rubbish you find, you will need to take to a refuse site. Please also see Terms & Conditions 15 below.

9.0 Structures on allotments (sheds / greenhouses / polytunnels)

You must write to Veolia for permission to put up any structure on your plot, and it cannot be any larger than 2.5m long x 2.0m wide x 2m high for a shed or greenhouse. If you wish to erect a polytunnel, the maximum size is 5m long x 3m wide x 2m high. You must not use concrete, bricks or asbestos. No more than 15% of the plot is to be taken up by structures. If this is exceeded, your tenancy will be terminated. If you vacate your plot or have your tenancy terminated, you will be expected to remove any structures you have erected. If not, Veolia will remove and recharge you for the costs of doing so. This T&C is valid from January 1st 2014. Please note that ponds, cloches, fruit cages are all acceptable and do not require permission.

10.0 Fences and gates on plots

All allotment plots should have a pleasant, open aspect and be divided by a path of a width between 45cm to 60cm (18" to 24"), which is for the use of you and your neighbour. Do not cultivate or obstruct the path, and do not put up a fence. There are some exceptions to this condition at Paddock Road allotments due to its open nature.

11.0 Maintenance of paths between plots

You and your neighbour are responsible for the maintenance of paths between plots. Failure to maintain the paths in a good condition may lead to your tenancy being terminated. Usually, you are responsible for the path on your left, (facing your plot from an access road). Paths must be kept clear at all times with no rubbish dumped on them. If you are not sure which path you are responsible for, please contact Veolia direct.

12.0 Bonfires and Incinerator bins on allotments

Bonfires are not allowed at any time on any site. However the use of incinerator bins is permitted on all sites but only during the following period:-

- 1st September to 31st March on any Tuesday after 12 noon or the first weekend of the month after 12 noon. Incinerators must not be started before 12 noon and must be extinguished by dusk.
- If you have an incinerator bin please ensure that you only use it with the lid on. Keep the incinerator bin as far away from residential properties as you can to minimise any nuisance that the smoke may cause. We also advise tenants to plan ahead, collecting green waste and burning when dry to minimise smoke. The following conditions also apply:-
- No material other than that produced on your plot is to be burnt in the incinerator bin.
- Only burn when suitable weather conditions permit to avoid causing a nuisance to local residents (wind drift etc.)
- Only organic matter such as wood, prunings and dry vegetable matter to be burnt.
- Do not set fire to massive piles of material, it is better to start your incinerator with a small amount and then add more material when it is very hot.
- Non-vegetable matter such as plastic, rubber, roofing felt or bitumen, carpet, etc. shall not be burnt. Flammable liquids such as old sump oil shall not be burnt or used to light incinerators.
- Extinguish the incinerator before leaving the site - do not let it smoulder after you have gone.
- Only burn on your own plot, do not light fires for others.
- In the event you receive a complaint from another tenant, or a member of the public, with regard to a nuisance being caused the incinerator must be extinguished immediately.

Any violation of times or conditions will lead to automatic termination of tenancy. Veolia also provides green waste bins to all Watford households, and unwanted green waste not being composted on your plot, including diseased plants, can also be put in this bin.

13.0 Trees on plots

You may be allowed to plant fruit trees on your plot, but please contact Veolia first. You do not need permission for fruit canes e.g. blackcurrants. You need permission to cut or remove trees, including hedges, from an allotment.

14.0 Fixtures and Fittings on plots

You must not make any changes to any permanent fixtures, such as fences or water tanks.

15.0 Storage of household items on plots

Only garden tools may be kept on an allotment plot. You may not bring any rubbish onto the allotments. If you do, your tenancy agreement will be terminated, and you may be taken to court for fly tipping.

16.0 Green waste on plots

You should try to compost all your green waste on your own plot and not others. If you dump any green waste on another plot, whether cultivated or not, your tenancy agreement will be ended, and you may be taken to court for fly tipping.

17.0 Grass cutting on allotment plots

You must keep your own plot cultivated and keep the left-hand path between your plot and your neighbour's neat and tidy. Vacant plots are cut if the Council or Veolia decide it is needed.

18.0 Livestock on plots

You may be able to keep chickens or bees on your plot, but you need to check with Veolia first. There are strict guidelines on looking after livestock on allotments and you must comply with the RSPCA guidance that will be issued with every request to keep livestock. Failure to comply with this guidance will result in termination of your tenancy agreement. Structures for livestock must not cover more than 15% of your plot – see No. 9. There may be certain reasons why permission may not be granted eg if your plot is adjacent to a footway or road, we may not allow chickens to be kept. We also advise that if bees are to be kept, tenants attend a bee keeping course.

19.0 Car parking on allotment plots

You can only park your car in the car parks or on spaces set aside for car parking. You can park your car on the allotment roadway to load or unload it, but please be ready to move your car at any time.

20.0 Additional plot requests

You may have an additional plot. You will need to complete an allotment application form for a second plot. The site supervisor will also check your current plot to make sure it is in good condition before the Council and Veolia let you have a second plot and we would only allow a further plot if you have been cultivating your existing plot satisfactorily for 12 months.

21.0 Extra / replacement keys

In relation to replacement keys you can only have a new key if the old one is worn or lost. If lost, you will be required to pay £5-00 for a replacement. Please call the Support team on 0203 567 6900 as you will need to fill out a form. If you require extra keys for any other reason, you will be required to pay £5-00.

22.0 Dogs on allotments

Only guide or assistance dogs are allowed on allotment sites.

23.0 Transfer of plots to the next of kin when a tenant passes away

Upon the death of the tenant, if it can be shown that the plot was cultivated by any member of the tenant's immediate family (spouse, partner or child), then subject to the Council's or Veolia's discretion and agreement, the plot can be transferred to the immediate family member who must apply to take over the tenancy in their own right.

24.0 Allotment plots for residents living outside Watford

You have to pay your Council Tax to Watford Borough Council to have one of our plots. This rule has been in place since 1 December 2010. If you live outside of Watford and had your plot before this date you may keep it. You must notify Veolia in writing within 28 days if you move and provide your new address. If you have moved out of Watford, you will be given 12 months notice to terminate your tenancy.

25.0 Previous terminations of tenancies

You have to wait three years from the date your previous tenancy was ended before you can re-apply to go on the allotments waiting list or be given another plot.

26.0 Cultivation of allotments for commercial purposes

The allotment is to be used wholly or mainly for the cultivation of vegetables, flowers and crops for consumption by the tenant or tenant's family. It is not to be used for any commercial use or operation.

27.0 Disputes with a fellow allotment tenants

Any cases of dispute between tenants and others shall be dealt with by the site supervisor initially. If this cannot be resolved, this should be referred to Veolia who will discuss with the Council who will make a final decision.

28.0 Inspections

Any member or officer of the Council shall be entitled at any time when directed by the Council to enter and inspect the allotment garden.

29.0 Council Property

The Tenant shall not damage, lift or interfere with any manhole sewer or drain and shall not injure or interfere with any property of the Council.

30.0 Barbed wire

The Tenant shall not use barbed wire on the allotment garden.

31.0 Use of Vehicles

The Tenant if using a vehicle upon his allotment garden shall do so at his own risk and shall observe all regulations and conditions governing its use.

32.0 Disposal of chemicals

The Tenant shall not deposit, dump or dispose of any surplus chemical on any allotment land provided by the Council.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED BY.....Date:.....
on behalf of the Watford Borough Council

