

Community Gardens Terms of Reference June 2025

1 Purpose of the Committee

The Non Statutory Allotments Committee, which is accountable and reports to the Full Council, has been established to manage the land the Parish Council leases from Clinton Devon Estates as allotments for the benefit of the local community. The Objectives of the Neighbourhood Plan have been identified through engagement with the community and are as follows:

Objective 1: Enhance and protect community facilities for the benefit and needs of the community. See Chapter 9

Objective 2 : Promote and support the pastoral needs and wellbeing of the community. See Chapter 9

Objective 3 : To enhance and protect green spaces and recreational facilities of value to the community and visitors. See Chapter 9

Fully in accordance with Policies CLW1, NE2, NE4 and NE8.

2 Membership

The committee shall consist of at least four members of Budleigh Salterton Town Council, as agreed and minuted in a Budleigh Salterton Town Council meeting. The Clerk need not attend meetings if the committee designates a specific member as minute-taker, but should be kept informed of meetings and decisions.

3 Appointment of Members Budleigh Salterton Town Council shall at their annual meeting in May determine the members of the committee.

4 Frequency of Meetings The committee shall meet as often as required, meeting frequency to be decided by request of full Council, the Clerk or the committee. A quorum at each meeting shall be three members.

5 Record of Meetings The committee shall ensure that an agreed written record of each of their meetings is forwarded to Budleigh Salterton Town Council for the next normal meeting.

6 Attendance It is expected that all members of the committee attend all meetings.

7 Functions of the Committee

- To ensure that the signed Tenancy Agreements are adhered to by all the Plot Holders.
- To carry out at least 2 site inspections per calendar year to access each plot to see if they are complying with their signed Tenancy Agreement.
- To agree for the Clerk to send Letters to plot holders regarding their plots. There is a 3-stage letter process; a) Initial letter asking the plot holder to either improve the maintenance of their plot or to work a higher percentage of the plot as per the Agreement providing 21 days or advise of reason for plot not being up to standard. b) 2nd letter request providing 14 days for improvement of plot prior to second inspection otherwise the plot will be relinquished. c) Letter to confirm relinquishing of plot.
- To maintain and repair the site and assets which are not covered by the tenancy agreements.
- To manage the waiting lists.
- To ensure that plots are used correctly for their intended purposes.
- To consider plot holders requests and deal with complaints in an orderly and professional manner.



Budleigh Salterton Town Council

Community Plot Tenancy Agreement

AN AGREEMENT made this First day of January 2025 between **Budleigh Salterton Town Council** (hereinafter called "the Council") by the hand of Mrs A M Gater-Wildgust, its Clerk and duly authorised Agent, of the one part and **xxxx** (hereinafter called "the Tenant(s)" of the other part.

WHEREBY

1. The Council agrees to let and the Tenant(s) agree to take on a yearly tenancy from the first day of January 2025 the Community Plot numbered **xx** on the Council's site off Greenway Lane, Budleigh Salterton, Devon at the yearly rent of £30.00 per plot.
2. The Tenant(s) hereby agree with the Council as follows:-
 - (a) to pay the rent hereby reserved on the first day of January in every year during the continuance of this tenancy without any deductions whatsoever.
 - (b) to use the plot for the growing of flowers and/or vegetables and/or fruit and for no other purpose.
 - (c) not to offer for sale any flowers and/or vegetables and/or fruit grown on the plot.
 - (d) to keep the plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included or abutting hereon reasonably free from weeds and to maintain in a good condition and to a reasonable width any access path adjoining the plot on its southern side and not to encroach thereon.
 - (e) not without the previous consent in writing of the Council to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
 - (f) not without the prior consent in writing of the Council to cut or prune any timber or other trees or take, sell or carry away any mineral, gravel, sand, earth or clay.

- (g) not to deposit or allow other persons to deposit on the plot any refuse or decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in any hedges or elsewhere situate within the said site or in any adjoining land.
- (h) only "standard" water butts with a lid shall be used for the storage of water. The Tenant(s) shall ensure that any original water butt on the plot is properly maintained in its original position on the plot.
- (i) not to erect any additional shed on the plot. The Tenant(s) shall ensure that any shed on the plot is properly maintained in its original position on the plot.
- (j) written applications to erect a greenhouse (maximum size 8' x 6') will be considered. The Tenant(s) shall be responsible for the removal of any greenhouse on or before expiry of the Tenancy.
- (k) no livestock/poultry/bees will be permitted on any plot.
- (l) to ensure that any children brought to the site are properly supervised for reasons of Health and Safety.
- (m) not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the plot.
- (n) not to erect any notice or advertisement without permission.
- (o) not to cause or permit any nuisance or annoyance to the occupier of any other plot or obstruct or encroach on any path or roadway set out by the Council for use of the occupiers of the plot within the said site.
- (p) to ensure that any dog brought into the said site is securely held on a short leash and kept under proper control.
- (q) not to underlet, assign or part with the possession of the plot or any part thereof without the prior consent in writing of the Council.
- (r) to notify forthwith the Council of any change of address of the Tenant(s).

- (s) to yield up the plot at the termination of the tenancy hereby created in such conditions as shall be in compliance with the Agreement herein contained.
 - (t) to permit any officer or other agent or representative of the Council to enter on the plot and inspect the condition thereof and of any building erected or being erected thereon.
 - (u) to observe and perform any other special conditions which the Council consider necessary to preserve the plot from deterioration of which notice shall be given to the Tenant(s) in accordance with Clause 5 of this Agreement
3. The Council hereby agrees with the Tenant(s) that the Tenant(s) observing and performing the conditions and obligations on his part contained in this Agreement may peaceably use and enjoy the plot without any interruption by the Council or any person claiming under or in trust for the Council.
4. This tenancy shall terminate on the death of the Tenant(s) and may also be terminated in any of the following manners:-
- (a) by either party giving to the other three months' previous notice in writing.
 - (b) by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant(s) on account of the plot being required:
 - (i) for any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision, or
 - (ii) for building, mining or any other industrial purpose or for any roads or sewers necessary in connection with any of these purposes.
 - (c) by re-entry by the Council at any time after giving one months' previous notice in writing to the Tenant(s):
 - (i) if the rent or any part thereof is in arrears for not less than forty days, whether legally demanded or not, or
 - (ii) if it appears to the Council that there has been breach of the conditions and obligations on the part of the Tenant(s) herein contained, or
 - (iii) if the Tenant(s) shall become bankrupt or compounds with his creditors.

5. 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 either personally or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the plot AND any notice required to be given by the Tenant(s) to the Council shall be sufficiently served if signed by the Tenant(s) and sent by prepaid post to the Clerk of the Council for the time being.
6. The Council shall on termination of the tenancy be entitled to recover compensation from the Tenant(s) in respect of any deterioration of the land caused by the failure of the Tenant(s) to maintain the land clean and in a good state of cultivation and fertility.
7. All plots will be subject to regular inspections by representatives of the Town Council and those Tenants appointed for the purpose to ensure that the plots are being maintained to an acceptable standard. The Tenants of those plots which are not being maintained adequately will be subject to warning letters and failure to remedy the situation will lead to the Tenancy Agreement being terminated by the Town Council (as per paragraph 4(c)(ii) above).

AS WITNESS with the hands of the parties hereto the day and year first before written

Alice Gator-Wildgust

Town Clerk

Jo Vanstone

Witness

19 March 2025

.....
Tenant(s)

.....
Witness

Date

As part of our policy under The General Data Protection Regulation (GDPR) we will keep your information on file for the duration of your tenancy for the purpose of sending invoices and other correspondence. We will not pass your details onto any third parties without your consent to do so. This tenancy agreement will be destroyed when your tenancy agreement is terminated. Your details will remain on our invoicing systems for the statutory 7 years. Our privacy policy can be viewed on our website.

By signing this agreement you are giving your consent for Budleigh Salterton Town Council to keep your details on file for the above mentioned reason.