Supporting Papers

Financial Budget Comparison

for Community Gardens Committee

Comparison between 01/04/26 and 30/09/26 inclusive. Includes due and unpaid transactions.

Excludes transactions with an invoice date prior to 01/04/26

		26/27	26/27	Reserve	Actual Net	Balance	27/28
INCOME							
Community Gardens Committee							
600	Rents	£2,600.00	£2,600.00	£0.00	£0.00	-£2,600.00	£3,045.00
601	Water Recharge	£1,300.00	£1,300.00	£0.00	£0.00	-£1,300.00	£1,500.00
610	Miscellaneous	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
900	Suspense	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Total Community Gardens Committee		£3,900.00	£3,900.00	£0.00	£0.00	-£3,900.00	£4,545.00

Financial Budget Comparison

for Community Gardens Committee

Comparison between 01/04/26 and 30/09/26 inclusive. Includes due and unpaid transactions.

Excludes transactions with an invoice date prior to 01/04/26

		26/27	26/27	Reserve	Actual Net	Balance	27/28
EXPENDITURE							
Community Gardens Committee							
650	Rent	£700.00	£700.00	£0.00	£668.56	£31.44	£750.00
660	Water	£1,500.00	£1,500.00	£0.00	£48.53	£1,451.47	£1,500.00
670	Maintenance	£1,700.00	£1,700.00	£0.00	£334.21	£1,365.79	£1,700.00
690	Miscellaneous	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Total Community Gardens Committee		£3,900.00	£3,900.00	£0.00	£1,051.30	£2,848.70	£3,950.00
Total Community Gardens		£3,900.00	£3,900.00	£0.00	£0.00	-£3,900.00	
Total Community Gardens		£3,900.00	£3,900.00	£0.00	£1,051.30	£2,848.70	
Total Net Balance		**£0.00**	**£0.00**		**-£1,051.30**		

Agenda Item 10

Future Provision and Replacement of Sheds

Purpose: To consider and make a recommendation regarding the future provision of sheds as existing structures reach the end of their useful lives.

Members are asked to consider the financial implications of maintaining and replacing existing sheds as they deteriorate and reach the end of their operational life.

Given that the income generated by the community gardens offsets expenditure, almost it its entirety, it is important to recognise that the Council is not in a position to commit the funding required to replace sheds as they become unserviceable.
It is therefore proposed that, as existing sheds reach the end of their useful lives, they are removed rather than replaced, unless alternative funding becomes available.

Background
When the allotment site moved to Greenway Lane each plot was provided with a shed which was funded by Clinton Devon Estates.

Recommendation:
That the Committee recommends that BSTC adopts an approach whereby existing sheds are removed when they reach the end of their useful lives, with no provision for replacement within the Council's current financial commitments, recognising that the Council is not in a financial position to fund their ongoing replacement. Should a tenant wish to erect a shed they would be required to obtain permission in advance and to agree to remove it at the end of their tenancy.

Agenda Item 11

Allotment Tenancy Agreement

The Committee is asked to consider the revisions to the Allotment Tenancy Agreement commensurate with issues and enquiries that have arisen in 2026. See papers.
Please see Allotment Tenancy Agreement overleaf with additions for consideration in yellow.

Statutory Duty to Provide Allotments
Under Section 23 of the Small Holdings and Allotments Act 1908, BSTC has a statutory duty to provide a sufficient number of allotments where it is of the opinion that there is a demand within the parish.
The Act states:
"If the council of any borough, urban district, or parish are of opinion that there is a demand for allotments in the borough, urban district, or parish, the council shall provide a sufficient number of allotments, and shall let such allotments to persons resident in the borough, district, or parish, and desiring to take the same."

Ref: Small Holdings and Allotments Act 1908, S23 and S28

Recommendation
That the Committee agrees, in principle, to the proposed amendments to the allotment tenancy agreement and recommends that the changes be approved by the Town Council.

Subject to approval, the amended tenancy agreement will be issued to all allotment plot holders in January each year, as part of the annual renewal process for the forthcoming year.

Budleigh Salterton Town Council

Community Plot Tenancy Agreement

AN AGREEMENT made this XX day of XX 2027 between **Budleigh Salterton Town Council** (hereinafter called "the Council") by the hand of Mrs A Gater-Wildgust, its Clerk and duly authorised Agent, of the one part and **XXX** of XXX, Budleigh Salterton, XXX (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 second day of January 2026 the Community Plot numbered **XX** on the Council's site off Greenway Lane, Budleigh Salterton, Devon at the yearly rent of £XX.XX per plot.

2. The Tenant(s) hereby agree with the Council as follows:-
   a. community gardens are for residents of the Budleigh Salterton parish boundary only. If Tenant(s) move out of the area, they will need to inform the Council and give up their plot.
   b. 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.
   c. to use the plot for the growing of flowers and/or vegetables and/or fruit and for no other purpose.
   d. not to offer for sale any flowers and/or vegetables and/or fruit grown on the plot.
   e. to keep the plot and any pathway or cart track included or abutting hereon clean of litter and other non-organic gardening waste such as plastic compost bags.
   f. to keep the plot and any pathway or cart track included or abutting hereon reasonably free from weeds and well manured and otherwise maintain it in a good state of cultivation, ~~and~~ fertility and good condition.
   g. to not encroach thereon any adjoining paths or public walkways.
   h. to reduce the use of pesticides and weedkillers on the plot and to use alternative, natural options instead. Please note, using and spraying glyphosate is prohibited due to the risk of contamination to other plots and the wider environment.

i. 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.

j. 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.

k. 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.

l. both bonfires and incinerators are prohibited on the plots due to the risk of wildfire and smoke to the community gardens and surrounding residential areas. Plots with existing incinerators will need to be removed as soon as is practically possible.

m. only water butts with a lid shall be used for the storage of water and should be properly maintained by the Tenant(s). Reasonable help will be offered by the Council to install one (1) water butt but further maintenance or additional water butts would need to be organised by the tenant.
Please see attached guidance from Health England regarding Legionnaires disease.

n. 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. Once a shed has reached the end of its usable life, the Council will remove it and it will not be replaced.

o. 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.

p. no livestock/poultry/bees will be permitted on any plot.

q. to ensure that any children brought to the site are properly supervised.

r. not to erect any fence or barbed wire adjoining any path set out for use of occupiers of the plot.

s. not to erect any notice or advertisement without permission.

t. 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.

u. cars are not to be driven onto the community garden site. Parking is permitted in the car park, to drop off/pick up only, unless you have a blue badge and prior permission from the Council.

v. to ensure that any dog brought into the said site is securely held on a short leash and kept under proper control. Dog waste needs to be bagged and removed from the site.

w. 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.

x. to notify forthwith the Council of any change of address of the Tenant(s).

y. 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.

z. 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.

aa. 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 one (1) initial warning letter or email with one (1) follow-up letter or email to check progress. Failure to remedy the situation after these two (2) letters/emails 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 Cater-Wildgust

Town Clerk Witness

.....	.....	
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.