

Interests Flowchart

The flowchart below gives a simple guide to declaring an interest under the code.

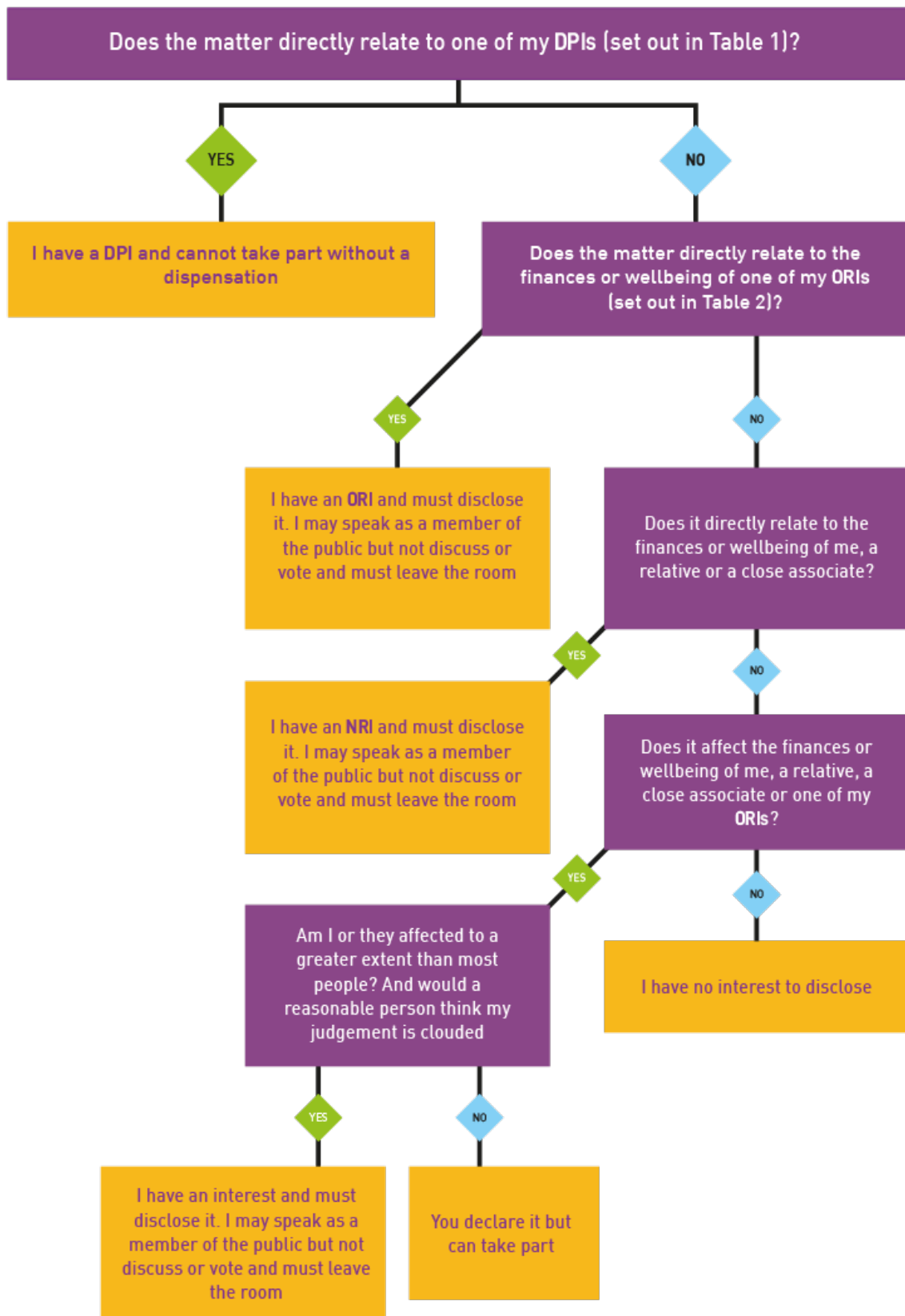


Table 1: Disclosable Pecuniary Interests

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the

[Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012.](#)

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council — (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged
Land and Property	Any beneficial interest in land which is within the area of the council. ‘Land’ excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners (alone or jointly with another) a right to occupy or to receive income.
Licenses	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer

Corporate tenancies	Any tenancy where (to the councillor's knowledge)— (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
Securities	Any beneficial interest in securities* of a body where— (a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and (b) either— (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) If the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/ her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.

* 'director' includes a member of the committee of management of an industrial and provident society.

* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Table 2: Other Registrable Interests

You must register as an Other Registerable Interest :

- a) any unpaid directorships
- b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority
- c) any body
 - (i) exercising functions of a public nature
 - (ii) directed to charitable purposes or
 - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a member or in a position of general control or management

**Minutes of the Meeting of the
Playing Fields, Allotments and Amenities Committee
held on Thursday 28th November 2024 - 7pm at Diamond Jubilee Lodge**

Present: Cllr D. Maidstone (Chairman)
Cllr N. Barker
Cllr S. Gurney
Cllr M. Hicks

Also in Attendance:
Mrs F LeBon (Clerk) and one member of the public.

The Chairman welcomed all to the meeting.

1. Apologies and acceptance for absence

Apologies were received from Cllr D. Fahy.

2. Declarations of Interest and Dispensations

Cllr Gurney declared a personal interest in item 6, knowing both parties through various projects in the parish.

Cllr Maidstone declared a personal interest in item 6, knowing both parties through the allotments.

Cllr Barker declared a personal interest in item 6, knowing one party in the matter.

3. Approval of the Minutes from 29th October 2024

The draft Minutes had been circulated from the meeting of 29th October 2024. These were **AGREED** after a proposal from Cllr Gurney and a second from Cllr Hicks.

4. Public Participation

A member of the public queried whether all allotment rules will be looked at. Cllr Maidstone assured the member of the public that all rules relating to the incident will be taken into consideration.

The member of the public asked if witnesses to the incident have been approached. The Clerk advised that no witnesses had been contacted and that the statements received have been taken on their own merit. If the committee wishes to take that next step, they can instruct this as part of their decision making process.

The member of the public asked whether professional advice had been sought. Cllr Maidstone advised that this had not been necessary to this point.

The member of the public queried whether the committee members were qualified to make a decision. Cllr Maidstone advised that the committee is qualified to act on behalf of the Parish Council. The committee was not acting in the role of the police or judicial service.

The member of the public asked if the committee understood the Equalities Act. The Clerk responded that, should committee members discriminate against a person with a protected characteristic in their deliberations, a point of order would be called.

Cllr Maidstone clarified that the committee's decision would be in the form of a recommendation to the Parish Council, which would be ratified on 10th December at the meeting of the full council.

The Member of the Public Left the Meeting

- 5. To Consider a Resolution under the Public Bodies (Admission to Meetings) Act 1960 to exclude the press and public for the duration of the item 7 in view of the confidential nature of the business to be transacted**

This was **AGREED**.

There were no members of the public remaining in the room

- 6. To Receive Report of Incident on 7th September and Consider Whether Further Action is Necessary**

Written statements from both parties were considered, alongside information from the police. The allotment rules were also reviewed to establish potential breaches by all parties involved.

It was **AGREED** that only the known facts should be used to come to a recommendation and personalities and previous history should not be taken into consideration.

A recommendation to full council was **AGREED** by the committee. Due to annual leave of the Clerk, Cllr Maidstone will draft the appropriate documentation and circulate to the committee for amendment / agreement. Once agreed by the committee, the Deputy Clerk will circulate to full council in time for the meeting on 10th December.

- 7. Items for the Next Agenda**

Feedback on the Budget

Open space on Phase 6 of the Persimmon development.

- 8. To Confirm Date, Time and Venue of the Next Meeting**

To be agreed.

MEETING CLOSED AT 8.24pm

APIARY RULES

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1. Introduction

- 1.1 The Council make rules in order to regulate the arrangements for the letting of individual hive plots within the apiary on its allotment site at Bush Road Hellesdon.
- 1.2 When those rules are brought into operation they apply to all such hive plots within the apiary site, even if held under a tenancy agreement before the rules came into operation.
- 1.3 The Council reserves the right to change the rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site notice board, email or letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the notification process.

2. Definitions and Interpretations

"The Council"	means Hellesdon Parish Council, and includes any committee of the Council, or any officer appointed by the Council.
"Allotments"	means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, limited flowers and fruit.
"Apiary"	means an area of land designation by the Council for the purpose of the siting of bee hives.

“Apiary Tenant”	means a person, 18 years or older and residing within the Parish of Hellesdon, who is thereby entitled to rent an hive plot.
“Hive Plot”	means a defined area of land that is available to rent for an annual sum for the sole purpose of keeping bees.
“Apiary Rent”	means the annual charge for renting an apiary plot for 12 months from 1 October to 30 September. This charge is reviewed annually by the Council and recurring.
“Structures”	means building shed including base, greenhouse, shelter, animal run or hutch, poly tunnel, pond or other similar construction.
“Your Address”	means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.
“Family member”	means somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as husband and wife or civil partner, provided they have lived with you as part of your household for at least one year before your death.

3. Eligibility Criteria and Allocation of Plots

- 3.1 To be eligible for an hive plot a person must be aged 18 years or older.
- 3.2 The tenant must be a recognised bee keeper or have attended a recognised bee keeping course and is able to provide evidence of such. **Bee keepers in training must be supervised by someone who meets the aforementioned criteria.**
- 3.3 The tenant should be a member of the British Bee Keeping Association or other recognised body.
- 3.4 The tenant is required to hold a current insurance policy which provides specifically for beekeeping risks and includes Public Liability Insurance cover for a minimum of five million pounds (£5,000,000). Proof of adequate insurance cover at renewal will be required each year.
- 3.2 The Tenancy of a hive plot is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their apiary plot (including any hive). Breach of this rule by any tenant may result in termination of the tenancy agreement.
- 3.3 When a vacant apiary plot is not available, the Council operates a waiting list. The cascade for priority on the waiting list is as follows:
 - 1) ***In the event of the death of an apiary plot holder, priority for the same plot will be given to the partner or family member (in accordance with rule 8.6), subject to qualification and insurance being in place.***
 - 2) ***Residents of Hellesdon***
 - 3) ***Non residents of Hellesdon***

People are given two weeks to respond to this **an offer of a plot** and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the

top of the list until another plot becomes available. In this instance the plot will be offered to the next person on the list.

- 3.4 Each tenancy will be in the name of one person only.
- 3.5 The number of hive plots allocated per household is at the discretion of the Parish Council.
- 3.6 All hive plots are let on an as seen basis and photographs of each plot will be placed on file determining the condition of the plot upon take up.

4. Apiary Tenant Responsibilities

- 4.1 The tenant shall keep their hive plot and hive in a good state of repair at all times.
- 4.2 Protective clothing shall be worn at all times when entering the apiary
- 4.3 The hive plot shall be wholly used by the tenant for their own personal use. The tenant must not use their plot to carry out any business.
- 4.4 The tenant may allow other qualified beekeepers to come on to the apiary site to help with the tenant's hive plot. The tenant is responsible for the conduct and activities of anybody they allow on the apiary site.
- 4.5 The tenant shall not deposit, or permit to be deposited any rubbish or extraneous matter on their plot, or any other part of the apiary and allotment site.
- 4.6 Bonfires are not permitted under any conditions or circumstances.
- 4.7 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.
- 4.8 The tenant will take all steps possible to ensure the bees do not become a nuisance to anyone. This includes keeping docile bees with low aggression and low swarming tendencies. The tenant will manage their colony in such a manner to try to prevent swarms.
- 4.9 The tenant will visit the hives regularly during the swarm season (April to August). Usually this will be on a 6-7 (or 9 day basis if keeping clipped queens). If the hive is not to be visited for a longer period provisions should be put in place to ensure swarming does not occur during such periods. The tenant should visit at least monthly at other times of the year.
- 4.10 Upon reasonable notice to close the hives, restricting the bees flights to allow authorised persons access for essential maintenance
- 4.11 The tenant shall keep the edges of the plot, where they abut other plots and common pathways, in good condition and properly edged.
- 4.12 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site

- 4.13 No asbestos material, barbed wire or glass shall be brought onto the allotment site or apiary for any purpose.
- 4.14 The tenant shall only store materials in the shared shed that are intended for use for apiary purposes. Hellesdon Parish Council accepts no liability for damage or theft from the shared shed
- 4.15 The tenant shall not plant any flora within the apiary.
- 4.16 With the exception of the bee hive, no other structures may be installed on the apiary plot
- 4.17 The tenant shall not allow children into the apiary unless fully supervised by a qualified beekeeper and with the appropriate protective clothing.
- 4.18 No dogs are permitted in the apiary.
- 4.19 The tenant shall not alter, or permit anyone to alter the water supply system on the allotments provided by the Council and shall not connect or permit to be connected a hosepipe longer than one metre in length, to the water standpipe supply.
- 4.20 Stand by Arrangements:
The tenant must provide the Council with details (name, address, telephone number and mobile telephone number) of adequate stand-by arrangements to deal with emergencies such as swarming during any absence or unavailability of the beekeeper.
On no account should any person other than an experienced beekeeper try to take a swarm, whether the swarmed bees are placid or not.
- 4.21 Tenants of the apiary are, collectively, responsible for the day to day maintenance of the apiary site, including grass cutting and keeping the pond filled.
- 4.22 Tenants may not use pesticides or herbicides in the apiary. Concerns about vegetation growth should be raised with the Council.
- 4.23 Tenants must not store lubricants, flammable or dangerous chemicals on the site.
- 4.24 Disputes and Tenant behaviour
- a. Any disputes between tenants should be referred to the Council and the decision of the Council will be binding on all tenants involved in the dispute.
 - b. Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council officers or members of the public. Tenants should act in a polite and courteous manner and not discriminate against any person with a protected characteristic under the Equality Act 2010.
 - c. The Council operates a corporate complaints procedure and relevant details can be obtained from the Council.
- 4.25 The tenant is responsible for the safety of their hive plot. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings, occurring on the allotment, apiary and shared shed.

4.26 Diseases

The tenant is required to register all hives with the National Bee Unit's 'Beebase' (part of Defra). Guidance is available from their website: (<http://www.nationalbeeunit.com/>). If a beekeeper suspects their honey bees have Notifiable Brood Diseases such as AFB/EFB they should report the issue immediately to the Parish Council and to the National Bee Unit (NBU) to arrange for an inspector to assess the honey bees:

National Bee Unit
Sand Hutton,
York
YO41 1LZ,
nbu@apha.gsi.gov.uk
0300 3030094

If diseased bees are to be disposed, advice should be taken from the NBU on appropriate disposal methods or the local beekeeping association, but cannot be by burning on the site.

The Parish Council retains the right to inform all apiary tenants if bees within the apiary have been suspected of the Notifiable Brood Disease.

- 4.27 Apiary tenants are expected to maintain the highest standards of welfare for their bees. This include hygiene of hives, feeding and disease and mite control.
- 4.28 Any keys and codes issued to the tenant must not be distributed to other parties.
- 4.29 Both the gate to the Bush Road allotment site and the gate to the apiary must be closed immediately after access and egress. Under no circumstances should the gate to the apiary be left unlocked when no one is in the apiary site.

5. Council Responsibilities

- 5.1 The Council will provide and maintain records including name, address, telephone number and email address, for both current tenants, **stand by contacts**, and those on the council's waiting list. All records are secure and held in accordance with our GDPR policy.
- 5.2 The Council is not responsible for the clearing of identifiable pests within the apiary. However, the Council will take action if it is deemed necessary and arrange appropriate pest control with related costs to be reimbursed by hive plot holders.
- 5.3 The Council will provide a water supply with water access points spaced around the allotment site. The Council will arrange to have the water supply turned off during the winter months (between beginning of October and April each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.
- 5.4 The Council will assist security by providing boundary fences and hedges, with lockable access gates at the site. Tenants will be provided with access to the site and to the toilet block. If tenants are issued with keys belonging to the council, on no account should these be copied. There will be a £10 charge for any lost keys which require replacing. The code to unlock the post to allow vehicular access to the western end of the allotments will be displayed on the notice board in the toilet block and changed periodically.

- 5.5 The Council will arrange for grounds maintenance operations to be carried out, outside of the apiary.
- 5.6 The Council will provide, maintain/clean the toilet facilities on the allotment site and access to these facilities will be provided to all apiary tenants.
- 5.7 The Council will maintain the car park areas and expect apiary tenants to use these areas.
- 5.8 The Council advises tenants not to store valuable equipment and materials on the site.

6. Site Management

- 6.1 The Council will arrange for regular site inspections, to ensure that the site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections. Photographic evidence will be used to aid inspections.
- 6.2 The site inspections will include checking the plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. If it is determined that a breach has occurred, a letter of warning will be sent to the tenant.
- 6.3 If there is no visual improvement after a second routine inspection, a second warning letter will be sent to the tenant.
- 6.4 Where there is no visual improvement after a third routine inspection, the tenant will be issued with a notice to quit letter.
- 6.5 The Parish Council will consider extenuating circumstances, but would request that the tenant raises these at the earliest opportunity.
- 6.6 The tenant will be expected to agree and comply with any readjustment of boundaries or plots that may be found necessary after the Council has carried out any detailed survey of their allotment plot.

7. Termination of Allotment Tenancy Agreements

- 7.1 Tenants may have many reasons to cancel their tenancy agreement and the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. On return of a Notice to Quit form together with any keys the apiary tenancy will be released, subject to a satisfactory inspection of the plot.
- 7.2 When a tenant ceases their tenancy on a plot, they will be expected to remove any items belonging to them from the plot, and from the shared shed, within one month of notification to quit. Following the end of this period, any remaining items on the plot or in the shared shed will revert to the ownership of the Council and will subsequently be offered for use by the new tenant or disposed of by the Council, with associated costs charged to the outgoing tenant.
- 7.3 The Council reserves the right to cancel an apiary tenancy via one month's written Notice to Quit if:

- a. Apiary rent is in arrears for 40 days or more (whether formally demanded or not); or
 - b. Where the rules of the allotment site have been breached.
- 7.4 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such unusual circumstances the Council shall give tenants 3 months' notice in writing.
- 7.5 The Council shall on termination of the tenancy be entitled to recover compensation from the tenant in respect of any deterioration of the plot caused by the failure to maintain the plot.
- 7.6 The Council may terminate a tenancy in any circumstances by giving the tenant 12 month's (or longer) written notice, provided that the notice expires in the winter months (either on or before 6 April of any given year or on or after 29 September of any given year).
- 7.7 On the death of a tenant, the Council shall look sympathetically on a request to transfer ownership to any partner or family member who wishes to be responsible for the maintenance and cultivation of the existing allotment garden. Alternatively, the tenancy shall, unless otherwise agreed in writing, terminate two months after the death of a tenant.

8. Charges

- 8.1 The Council reviews the apiary charges on an annual basis, as part of its budget setting process. The annual rent is subject to review and one year's notice will be given regarding any adjustments to the charge.
- 8.2 In September each year, tenants will be sent an invoice in advance for apiary plot rent covering the forthcoming year - 1 October to 30 September and payment must be received with 30 days of receipt of the invoice. Water and pest control charges will be invoiced in arrears, for the previous year. Water consumption is measured via a meter and associated costs divided between plot holders. Apiary holder will be charged for their portion of the apiary plot.

9. Change of Address and Notices

- 9.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.
- 9.2 Notices to be served by the Council on the tenant may be:
- a. Sent to the Tenant's last known address in the Tenancy Agreement (or notified) to the Council under these rules by first or second class post, registered letter, recorded delivery, hand delivered, or
 - b. Served on the Tenant personally or
 - c. Left on the apiary plot

- 9.3 Notices served under sub-paragraph (a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post;
Interpretation Act 1978 Section 7.

Should you have any queries regarding these Rules please contact the Parish Council Office on 01603 301751 or email contact@hellesdon-pc.gov.uk

DRAFT

TENANCY AGREEMENT FOR HIVE PLOTS

THIS AGREEMENT made on this FIRST DAY OF OCTOBER TWO THOUSAND AND TWENTY FIVE BETWEEN the Hellesdon Parish Council (hereinafter called the Council) and xxxxxx of xxxxxxxxxxxxxxxx hereinafter called the Tenant) by which it is agreed that:

1 : The Council agrees to let and the Tenant agrees to hire, as a tenant from xxst xxxxx 2025 the Apiary, the area being Hive Plot and part of the Allotments provided by the Council at Bush Road Allotments and at the current rent of £10 and numbered xxx in the Council Apiary Register.

2 : The Tenant shall pay a yearly rental on the commencement of the tenancy and thereafter on the 1st day of October in each year, or part thereof if the tenancy starts part way through the year.

I confirm that I have read and understood the Council's Apiary Rules and Regulations and agree to abide by these rules and regulations, I also agree to my person information being processed as detailed in the privacy notice below:

Signed by the Proper Officer.....
Hellesdon Parish Council

Signed by the Tenant.....

Tenant's Privacy Notice

The information you provide (personal information such as name, address, email address, phone number) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoice and receipts relating to your rent agreement.

Your personal information will not be shared with any third party without your prior consent.

The Council's Right to Process Information

GDPR Article 6 (1) (a) (b) and (c) (Data Protection Act 2018)

Processing is with consent of the data subject; or

Processing is necessary for compliance with a legal obligation; or

Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

Information Security

Hellesdon Parish Council cares to ensure the security of personal data. We make sure that your information is protected from unauthorized access, loss, manipulation, falsification, destruction or unauthorized disclosure. This is done through the appropriate technical measures and relevant policies.

We will only keep your data for the purpose it was collected and only for as long as is necessary, after which it will be deleted.

Your Rights

Access to Information

You have the right to access the information we hold on you. You can do this by contacting our Data Information Officer : clerk@hellesdon-pc.gov.uk

Information Correction

If you believe that the information we hold about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact clerk@hellesdon-pc.gov.uk

Information Deletion

If you wish for Hellesdon Parish Council to delete the information we hold about you, please contact clerk@hellesdon-pc.gov.uk. Please note that this may adversely affect your ability to have a hive plot with the council.

Right to Object

If you believe your data is not being processed for the purpose it has been collection, you may object. Please contact clerk@hellesdon-pc.gov.uk

Rights Related to Automated Decision Making and Profiling

Hellesdon Parish Council does not use automated decision making or profiling of personal data

To Sum Up

In accordance with the law, Hellesdon Parish Council only collects a limited amount of information about you which is necessary for correspondence, information and secure provision. We do not use profiling and we do not sell or pass you data on to third parties. We do not use your data for purposes other than those specified. We delete all information deemed to be no longer necessary. We review our Privacy Policies to keep them up to date in protecting your data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Hellesdon Parish Council's Data Information Officer. They can be contacted at:

Hellesdon Parish Council
Diamond Jubilee Lodge
Wood View Road
Hellesdon
Norwich
NR6 5QB

clerk@hellesdon-pc.gov.uk

01603 301751

You may also contact the Information Commissioner's Officer on casework@ico.org.uk or 0303 123 1113

Hellesdon Apiary – Bush Road

Apiary Tenant Details

Name	
Address	
Email	
Telephone	

Registered Body (eg: British Bee Keeping Association)	
Membership Number	
Insured Amount for Public Liability	

Emergency Contact:

Name	
Telephone	

This person will only be contacted in the event of an incident involving your health and wellbeing

Standby By Contact Details

Name	
Email	
Telephone	

This person will only be contacted in the event that there is problem with your hive / bees and we have been unable to contact you

Playing Fields, Allotments and Amenities Committee

Tuesday 25th February 2025

Item 6 - Allotments

a) To Receive Update Report on Allotment Occupancy

There are currently 110 full allotment plots which are lettable, of which 108 are let.

The 4 quarter size allotments are now ready to be let. This has been advertised in Just Hellesdon this month.

b) To Receive Update from the Allotment Liaison Group

Verbal Report

c) To Note Decision of 4th April 2023 to Allow Non Residents of the Parish to Become an Allotment Tenant

Pack of 4th April 2023

To Consider request for an allotment from a person residing outside of Hellesdon

A request has been made by a resident from outside the Hellesdon area for an allotment as there are none available in their parish. The allotment rules currently state that they are only for residents of Hellesdon, however we have 14 vacant plots and there is a loss of opportunity for income by not letting these.

The advice on this one (The Law of Allotments – Paul Clayden) is as follows:

Small Holdings and Allotments Act 1908 S23 (1)

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

This suggests that the allotment authority are obliged to select only persons resident within their area. Clayden then draws our attention to the following

Small Holdings and Allotments Act 1908 S27 (5)

If at any time an allotment cannot be let in accordance with the provisions of this Act and the rules made thereunder, the same may be let to any person whatever at the best annual rent which can be obtained for the same, without any premium and on such terms as may enable possession thereof to be resumed within a period not exceeding twelve months if it should at any time be required to be let under the provisions aforesaid.

This then advises that if we cannot let the plot to someone within the rules, this can be let to someone outside of the rules, on the provision that we can take back possession within 12 months.

Clayden then advises that this latter provision is essentially a ‘dead letter’ because of the following:

Allotments Act 1922 S1 (1)

1 Determination of tenancies of allotment gardens.

(1) Where land is let on a tenancy for use by the tenant as an allotment garden or is let to any local authority or association for the purpose of being sub-let for such use the tenancy of the land or any part shall not (except as hereinafter provided) be terminable by the landlord by notice to quit or re-entry, notwithstanding any agreement to the contrary, except by—

(a) a six months’ or longer notice to quit expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year; or

(b) re-entry, after three months’ previous notice in writing to the tenant, under a power of re-entry contained in or affecting the contract of tenancy on account of the land being required for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes; or

(c) re-entry under a power in that behalf contained in or affecting the contract of tenancy in the case of land let by a corporation or company being the owners or lessees of a railway, dock, canal, water, or other public undertaking on account of the land being required by the corporation or company, for any purpose (not being the use of the land for agriculture) for which it was acquired or held by the corporation, or company, or has been appropriated under any statutory provision, but so that, except in a case of emergency, three months’ notice in writing of the intended re-entry shall be given to the tenant; or

(d) re-entry under a power in that behalf contained in or affecting the contract of tenancy, in the case of land let by a local authority (being land which was acquired by the local authority before the passing of this Act under the Housing Acts, 1890 to 1921) on account of the land, after three months’ previous notice in writing to the tenant on account of the land being required by the local authority for a purpose (not being the use of land for agriculture) for which it was acquired by the local authority, or has been appropriated under any statutory provision; or

(e) re-entry for non-payment of rent or breach of any term or condition of the tenancy or on account of the tenant becoming bankrupt or compounding with his creditors, or where the tenant is an association, on account of its liquidation.

This later act gives any tenant the same rights, regardless of residency.

Therefore, if the council chooses, they can let to people who do not reside in Hellesdon.

Recommendation

That the council considers an amendment to the rules to consider letting allotments to non-residents. This would include a cascade system to prioritise residents in the event of a waiting list being required. This would help to maximise income for the council and prioritise residents in the event of the allotment site becoming full.

Example Cascade:

Should a plot become vacant and there is a waiting list, the following priority cascade shall be used:

- 1) In the event of the death of a plot holder, priority for the same plot will be given to the partner or family member (in accordance with rule 8.6).***
- 2) Residents of Hellesdon***
- 3) Non residents of Hellesdon***

Minutes 4th April 2023

To Consider Request for an Allotment from a Person Residing Outside the Parish

The Clerk reported that a request has been made by a resident from outside the Hellesdon area for an allotment as there are none available in their parish. The allotment rules currently state that they are only for residents of Hellesdon, however the Parish Council has 14 vacant plots and there is a loss of opportunity for income by not letting these, a discussion which was had in the budget meetings. The Clerk read the law relating to parish residents and allotments based on the 1908 Act and overridden by the 1922 Act.

It was **AGREED** that the best way for allotment income to be maximised, but to give priority to Hellesdon residents, would be to amend the rules to allow non-residents to become tenants, but to operate a cascade system should a waiting list occur. This waiting list would give priority to Hellesdon residents over non-residents. The cascade for the waiting list would be as follows:

Should a plot become vacant and there is a waiting list, the following priority cascade shall be used:

- 1) In the event of the death of a plot holder, priority for the same plot will be given to the partner or family member (in accordance with rule 8.6).
- 2) Residents of Hellesdon
- 3) Non residents of Hellesdon

The allotment rules require amending to accurately reflect this change:

These being:

3. Eligibility Criteria and Allocation of Plots

- 3.1 To be eligible for an allotment a person must be 18 years or older and reside within the Parish of Hellesdon (~~Allotments Act 1908 Section 23 (1)~~) and registered on the electoral register.
- 3.2 The Tenancy of an Allotment is personal to the Tenant. Pursuant to **Section 27 (4) of the Allotment Act 1908**, tenants may not assign, underlet or part with possession of all or part of their allotment (including any structure). Breach of this rule by any tenant may result in termination of the tenancy agreement.
- 3.3 When a vacant plot is not available, the Council operates a waiting list. **Should a plot become vacant, the following priority cascade shall be used:**

- 1) In the event of the death of a plot holder, priority for the same plot will be given to the partner or family member (in accordance with rule 8.6).
- 2) Residents of Hellesdon
- 3) Non residents of Hellesdon

People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance the plot will be offered to the next person on the list.

- 3.4 Each allotment tenancy will be in the name of one person only.
- 3.5 The number of plots allocated per household is at the discretion of the Parish Council.
- 3.6 All allotment plots are let on an as seen basis and photographs of each plot will be placed on file determining the condition of the plot upon take up.

d) Update on CCTV

Project to be managed by Cllr Barker, with assistance from the Facilities Manager and HAHA.

- a) Cllr Barker to advise FM on specification for post.
- b) FM to arrange for post to be concreted in at location advised by Cllr Barker
- c) Cllr Barker to liaise with HAHA as to location of trench and timing of digging.
- d) Cllr Barker to advise best way to order materials.

e) Update on Car Park Extension

The car park in the extension area has been completed. It is imperative that allotment tenants now use the 2 areas designated for car parking to park their vehicles, rather than unused allotment plots or the driveway.

Playing Fields, Allotments and Amenities Committee

Tuesday 25th February 2025

Item 7 - To Review Earmarked Reserves Relating to Committee

EMR Code	EMR name	EMR Amount	EMR Description
320	Play Equipment	£20,000	Build sinking fund for replacement of play equipment. Especially in light of controversy that the play area at the recreation ground does not work for either older or younger children.
321	Site Fencing	£1,000	Reserve for any damage to fencing which is not repairable or cannot be claimed through insurance
322	Machinery	£7,293	Building sinking fund for replacement machinery. Van is now 9 years old and battery has very limited charge range.
323	Hard Surface Area	£66,500	Hard surface area needs to be resurfaced this year (it has not been done in 30 years). Facilities team work had to keep the area playable (eg: moss removal and minor repairs) but 30 years of freeze/thaw effect have taken their toll. LTA estimate cost approx. £15,000 per court. Also required are the change of the lights to LED.
327	War Memorial	£4,500	Reserve in case of damage or any additional inscriptions to war memorial. Facilities team clean memorial every year and have repointed last year.
328	Burial Ground Land	£10,000	Unsure if required any more as understanding that any land for the burial ground will be donated directly to the church.
331	Mountfield Park	£35,462.99	Commuted sum which can only be spent on this area. No current plans
334	HEL2	£53,127.24	Can only be used for Cottinghams Park
340	PF Ownership Signs	£1,508.45	Reserve for any signage required on the playing fields.
346	Green Grid	£5,140.00	Reserve for Green Grid under the Neighbourhood Plan. The Green Grid policy under the existing Neighbourhood Plan never really worked, but the emerging Neighbourhood Plan policy is: POLICY 1: HELLESDON GREENGRID Biodiversity enhancements Enhancements to biodiversity on development sites should take every opportunity to improve trees and hedgerows. New development should prioritise boundary treatments that

			<p>make use of hedges and trees unless doing so would be wholly out of character or there are significant overriding reasons. New development should identify existing biodiversity corridors and contribute to their preservation and enhancement.</p> <p>Developments should incorporate wildlife friendly features that support movement and habitat. This should include bird boxes, bat boxes, bee bricks and bug hotels.</p> <p>Existing Trees</p> <p>Existing trees and hedgerows on development sites should be considered throughout the design process. Wherever possible existing trees should be protected, without damage or loss of value, particularly those which demonstrate good arboricultural biodiversity value. Roadside trees should be retained wherever possible. In particular, the tree belt on the west side of Drayton High Road adjacent to the old Hospital site.</p> <p>Replacement Trees</p> <p>Where there is an unavoidable loss of trees on site, the number and type of replacement trees should be informed by the quality and size of the lost trees.</p> <p>Replacement trees must be native British species of local provenance. Developers should ensure local ecological connectivity is maintained and sufficient space is made available on the development site for this unless exceptional circumstances can be demonstrated. Developers must replace trees on a 2 to 1 ratio requirement unless robust evidence suggests this would make the scheme economically unviable.</p> <p>New Trees</p> <p>New tree planting, in development proposals and throughout the built and natural environments of the Plan area, will be supported to maintain and increase the overall tree canopy cover of the Neighbourhood Area, and to provide gateway and landmark trees that contribute to local distinctiveness. This should be informed by relevant ecology and arboricultural assessment.</p> <p>New roadside trees in particular are encouraged, not only for their biodiversity value, but also to deter car parking on verges. These should be planted in accordance with the Hellesdon Design Codes and Guidance (2024).</p> <p>This reserve could be used to support these objectives</p>
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365	Biodiversity Duty	£5,000	<p>The Parish Council has a duty by Section 40 of the Natural Environment and Rural Communities Act 2006, updated by Section 102 of the Environment Act 2021, to consider what action the authority can properly take, consistently with the proper exercise of its functions, to further the general biodiversity objective.</p> <p>This will need funding, in particular to:</p> <ul style="list-style-type: none"> • consider the carrying out of a biodiversity audit of its landholdings. • create an action plan for each of the areas of land under the council's responsibility. • consider the conservation and promotion of local biodiversity with regard to the management of its open spaces. This will include adopting beneficial practices with regard to cutting and removal of vegetation, application of chemicals and timing of maintenance work, paying attention to the Government's regulations for plant protection products. • take special care in the specification of grounds maintenance contracts to ensure that the work, whilst reaching acceptable standards, does not harm the natural environment. • source sustainable materials when procuring supplies for the Council's use • consider biodiversity issues and the implementation of changes when managing its buildings. <p>(extract from the Parish Council's Biodiversity Policy)</p>
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3 Design Pillars for Inclusive Play

As recommended by the Youth Advisory Board

Design – Accessibility

- The paths and routes to and from the play area need to be accessible for those who have mobility challenges or use a wheelchair or similar. Where possible have routes that are wide enough to allow wheelchair users or parents with strollers to pass.
- Consider access / pathway from parking spaces to play area
- The entrances to the play areas need to be appropriate to allow access for those with mobility challenges or use a wheelchair or similar. If appropriate, consider radar key technology.
- The play area should meet EN 1176 and EN 1177 standards to support play value, reduce severity of injury from falls and promote access to all.
- Create enough space around the play equipment. It may be the parent / guardian who is in a wheelchair and wants to be able to play with the child.
- Consider flush transition from one surfacing to another to allow people who use mobility aids to move freely between different areas of the play space and surrounding areas.

Design – Supporting Infrastructure

- **Use of Colour:**
 - A wide palette of colours that support a range of disabilities including poor vision.
 - Avoid over stimulation of colour that can cause confusion and distress.
 - Material finishes which are matt rather than gloss
- **Signage:** Consider appropriate signage for a wide range of disabilities. This should include use by the parents / guardians as well as children. Braille could be included or QR codes that link to explanatory video clips.
- **Fencing:** Play areas need to be safe and secure that allow children the freedom to roam in the play area safely. Balance is to be struck between low delineation fences and 'prison' high fences. Use the fences as part of the play experience which could include play panels or resting spaces.
- **Seating:** Seating has more value than that of only rest. It also allows a child to be involved as an onlooker. Seating can also provide respite and places of calm to take time out to play.

Design – Multi Sensory

Build towards play areas that include at least one piece of equipment that stimulates the following sensory systems:

- **Tactile:** The sense of touch lets young children receive feedback to learn about the world around them. For people with visual impairments, the sense of touch takes on a heightened importance. Inclusive playgrounds should include a variety of textual experiences such as a sandbox children can play in, a rope they can grasp or climb on, or water play areas where they can get wet.
- **Auditory:** Some people on the play ground may have hearing impairments, but for children with auditory capabilities, the sense of sound can enhance their experience.

For children with visual impairments, their auditory abilities become even more critical to understanding and enjoying their environment. Equipment with instrumental qualities can be especially enjoyed.

- **Visual:** For children with a sense of sight, the visual process is key. Seeing something is often the first piece of information we get before using our other senses to learn more. You don't have to go far out of the way to make a piece of play equipment visually engaging. Interesting colours and varied equipment can instantly engage children's eyes. You can go a step further by including activities such as match or memory games that can help children develop their visual abilities.
- **Smell and Taste:** These sense are closely related as the sense of taste relies on the sense of smell to function properly. You may not think about these senses in the context of a playground, but inclusive playgrounds can engage users' sense of smell and taste in safe and fun ways. Consider planting a garden alongside the playground where children can smell flowers and herbs. Proper inclusive signs can highlight these areas and explain how to interact with them.
- **Sense of Balance (Vestibular):** The vestibular system involves a person's sense of balance. Many playground activities can engage this system. Spinning equipment can stimulate different parts of a child's brain simultaneously, helping them develop a more advanced sense of balance, muscle control and motor skills. Swinging, sliding, climbing and bouncing all have a similar effect. Inclusive playgrounds should make it possible for children with different abilities to engage their vestibular system.
- **Movement (Proprioceptive):** A person's proprioceptive system is responsible for helping them sense the location and movement of their body parts. This information comes from the muscles and joints. Any equipment that encourages children to move and stretch their bodies can engage their proprioception system.