



PETERLEE TOWN COUNCIL

Date of Issue: 2<sup>nd</sup> June 2023

A Meeting of the Resources Committee will be held on Monday 12<sup>th</sup> June 2023 in The Council Chamber, Shotton Hall, Peterlee, SR8 2PH at 6.30pm

Mr I Morris F.S.L.C.C.

Town Clerk

## A G E N D A

Any members of the public wishing to attend Shotton Hall to observe the meeting are strongly advised to contact the Council in advance to reserve a seat:  
council@peterlee.gov.uk or 0191 5862491

Members of the Committee and members of the public are reminded that the public part of the meeting may be recorded in both audio and video, and photographs may be taken.

### 1. Apologies for Absence

Members are cordially invited to inform the Deputy Town Clerk of their apologies as soon as practicable.

### 2. To receive declarations of interest

Members are reminded of the need to disclose any interests in items on this agenda, whether pecuniary or otherwise. Please seek advice from the Town Clerk or Deputy Town Clerk prior to the meeting if in doubt.

Members are reminded that they can check their published declaration of interests here: <https://bit.ly/2wVyeLA>

3. To approve the minutes of the previous meeting

Members are recommended to approve the minutes of the previous meeting of the Resources Committee on Monday 13<sup>th</sup> March 2023 as a true and correct record. (Minutes of previous meeting, copy attached)

4. To consider item received and requested by Councillor Karen Hawley

Cost of stall applications for the Fun Days and other council events.

5. Community Business Model consultancy support

To receive a report recommending the award of a contract to the Plunkett Foundation for a feasibility study into establishing a community business model in Peterlee.

(report of the Town Clerk and proposal from Plunkett Foundation, attached)

6. Health & Safety Policy

To review and approve an updated Health & Safety Policy, considered by the Health & Safety Working Party on 22<sup>nd</sup> May 2023 (copy attached)

7. Draft tenancy agreement and rules for Leisure Gardens

To review the proposed new tenancy agreement and rules for the Town Council's two Leisure Garden sites at Lowhills Road and Thorntree Gill.

(copy of draft tenancy agreement and rules book, attached)

8. Planning Application – 1 Hailsham Place DM/23/O1429/FPA

To consider a formal response from the Town Council to the Planning Authority for this planning application to convert the existing betting shop into a drinking establishment.

Further details of the application can be found online in the link below or in hard copy by request:

[click this link for access to planning application information](#)

9. Christmas Tree – Peterlee roundabout

To receive an update on options for a Christmas tree on the town center roundabout for Christmas 2023.

PETERLEE TOWN COUNCIL

MINUTES OF THE MEETING OF THE RESOURCES COMMITTEE

HELD IN THE COUNCIL CHAMBER, SHOTTON HALL, PETERLEE

ON MONDAY 13<sup>TH</sup> MARCH 2023 at 6.30PM

PRESENT:- COUN K HAWLEY (CHAIR)

Councillors K Liddell, M McCue, S Simpson, R Burnip, S McDonnell, S P Franklin, R Moore, F Black, D Hawley, R Scott, K Duffy, T Duffy, B Fishwick & M A Cartwright

20. Apologies for Absence

Apologies for absence were offered to the meeting and accepted from Councillors D Quinn, M Sanderson & E Watson.

21. To receive declarations of interest

Members were reminded of the need to disclose any interests in items on this agenda, whether pecuniary or otherwise. None were given, **RESOLVED the information given, be noted.**

22. To approve the minutes of the previous meeting

**RESOLVED the minutes of the previous meeting of the Resources Committee held on Monday 16<sup>th</sup> January 2023, be approved as a true and correct record.**

23. To consider two items received and requested by Councillor Karen Hawley

- (i) to Confirm or otherwise if the Scrutiny Committee has the power to make Council decisions

The Deputy Town Clerk confirmed for Members the terms of reference for this Committee as agreed and confirmed at the Annual Meeting held in May 2021. The Committee reports to Council; the responsibilities being “without prejudice to the responsibilities of the service committees, to review the effectiveness of all of the Council’s work and the standards and levels of service provided”. **RESOLVED the**

**information given be noted and the terms of reference for the Scrutiny Committee be confirmed.**

- (ii) to request a room to be made available every day at Shotton Hall for Members use

It was suggested that a room be made available at Shotton Hall during office opening hours for Councillors' use for meetings and/or to work on Council business. It was stressed that this would be available to all Councillors. The Deputy Town Clerk confirmed that Shotton Hall's meeting rooms were regularly used for internal or external meetings and available for commercial hire, and confirmed that a room could be made available for Councillors most days providing that Members could be flexible on which room was used. **RESOLVED that Members can use available meeting rooms at Shotton Hall for council business during office hours, and this be reviewed in 6 months time.**

24. 2022/23 financial year – third quarter budget summary report

Members considered the report from the Town Clerk outlining the Council's budget position at the end of December 2022 (end of 2022/23 quarter 3). **RESOLVED Members note the content of this report along with Appendices 1 and 2 which set out the quarter 2 variances by budget head and summary explanations for each variance over 15%.**

Report to: Peterlee Town Council Resources Committee

Date: 12<sup>th</sup> June 2023

Report of: Ian Morris, Town Clerk

Report Title: Community Business Model consultancy support

**Purpose:** This report is intended to provide Members with an update on proposals to commission specialist consultancy support to assess the feasibility of establish a community business model as part of the future development of the Town Council's assets and services. The report seeks approval to award the a contract to the Plunkett Foundation for the project at a cost of £8,300.00 + VAT (reclaimable).

**Background:** During the workshop/briefing session held on 3<sup>rd</sup> April 2023, Members discussed the option of developing a community business model as part of the future development of Shotton Hall as a community asset for the town.

There is a wide range roles, responsibilities, operating models and legal structures for community businesses<sup>1</sup> including (and not limited to) CICs, CIOs, Co-operative Societies, Mutual Benefit Societies, Company Limited by Guarantee, Company Limited by Shares, etc.

The Town Council does not have the internal experience or capacity to properly develop plans for a community business on its own. Following the April workshop the Town Clerk approached the national charity that specialises in community business support – the Plunkett Foundation<sup>2</sup> - for a proposal to carry out a feasibility and consultation project.

Members may wish to note that the Plunkett Foundation are the authors of the National Association of Local Council's 2020 publication '*the good councillor's guide to community business*'. The document is 72 pages long and is not attached to this report, but copies are available from the Town Clerk by request.

**Proposal:** The proposal submitted by the Plunkett Foundation is attached as appendix 2 to this report. The project involves feasibility and consultation work to engage with local Members and the wider community to assess the need and desire for a community business approach for the future of Shotton Hall.

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<sup>1</sup> For some examples of the many types of community business in the UK see:

<https://www.powertochange.org.uk/impact/case-studies/>

<sup>2</sup> To read about the work of the Plunkett Foundation please visit their website: <https://plunkett.co.uk/>

The project includes face to face workshops with Members, interviews with key local stakeholders, community consultation meetings/drop-ins (face to face and online), an online survey, and will conclude with a report including recommendations on next steps.

The quoted fee for this work is £8,300 + VAT (VAT will be reclaimable)

If Resources Committee approve the proposal at tonight's meeting the project is likely to commence June 2023 and be completed approximately by the end of the year.

**Budget:** The Town Council has not made budget provision for this study in the 2023/4 financial year, however as this work is essential for the development of options for investment in Shotton Hall Members are recommended to fund the project from reserves.

**Recommendation:**

Members are recommended to note the contents of this report and to approve the award of contract for the Community Business Model consultancy support to the Plunkett Foundation at a cost of £8,300.00 + VAT

## Appendix 1: Implications

Finance – The report seeks approval of rewards of contract for £8,300+VAT. This expenditure is not included in the current financial year's budget, and Members are asked to approve the draw-down of reserves to fund the project.

Staffing - No direct implications.

Risk – The proposed consultancy support will help the council to make progress to address risks associated with the current state of repair and future use of Shotton Hall.

Equality and Diversity / Public Sector Equality Duty – No direct implications.

Accommodation – The proposed consultancy work will focus on the feasibility of a community business model as part of the future operation of Shotton Hall as a community asset.

Crime and Disorder - No direct implications.

Human Rights - No direct implications.

Consultation – The project includes specific proposals for consultation with Council Members, staff, local stakeholders and the wider community.

Procurement – The report proposes a direct award of contract to the Plunkett Foundation. The Council is being asked to waive Financial Regulations in regard of seeking three quotes for the proposed work. This request is made on the basis of two main factors: (a) the relative urgency of the work, and the desire for the Council to make progress with this matter and (b) the specialised nature of the work which severely limits the number of viable alternative economic operators from whom to seek quotes.

Legal Implications - No direct implications.

Data Protection - No direct implications.

## Appendix 2: Proposal from the Plunkett Foundation





## **Exploring the potential of a community business initiative as part of Shotton Hall**

**A proposal for Peterlee Town Council  
May 2023**

### **Background**

Peterlee is a town in County Durham with a population of approximately 23,000. It became a town in 1948 and today is well connected by road and rail to larger settlements. The town has a leisure centre, library, supermarkets and several community centres.

Peterlee Town Council is considering the future of Shotton Hall, an 18th century manor house located in landscaped gardens on the outskirts of the town. The Hall is currently the council's civic and administrative headquarters as well as a venue for private functions including civil wedding ceremony and conferences.

The council has been maintaining the fabric of this historic building since it took ownership of it in the 1984, but for several years it has been operating at a loss, leading the council to begin to explore what the future of the building may look like.

In order to keep Shotton Hall as a public asset, one option would be for a community owned business to take on the building, either through its purchase or perhaps by leasing it from the council.

This proposal outlines the initial steps and resource required to review the community business opportunities for Shotton Hall along with details of how the local community could initially be engaged with any new prospective project. This engagement would be vital to the project's success.

### **Who are Plunkett Foundation?**

Plunkett Foundation is a national charity with a vision for resilient, thriving and inclusive communities. To achieve this, we support people to set up and run a wide range of businesses which are genuinely owned by local communities, whereby members have equal and democratic control. Today, we represent over 800 'community businesses' in rural and urban areas throughout the UK, from shops and pubs through to woodlands, farms and fisheries.

Through our support for community businesses, we have a specific mission to create innovative, impactful and inclusive spaces. We achieve this by helping community businesses to:

- Provide a wider range of services and amenities that communities value and need
- Stimulate the local economy through localised supply chains
- Boost opportunities for employment, training and volunteering
- Benefit people who are most disadvantaged and excluded in today's society
- Offset climate change through delivery of environmentally sustainable initiatives
- Harness digital technologies to enhance business performance
- Promote equality, diversity and inclusion by creating safe and welcoming spaces for all

In practical terms, Plunkett raises awareness of the community business model UK-wide and provides business support and training to help these businesses start-up and go on to thrive. As a membership organisation, we also seek to represent the interests of rural community businesses through research, policy and public affairs.



## **What is a community business?**

A community business is any type of business that trades for community benefit and is democratically owned and controlled by the local community.

Community businesses play a critical role in safeguarding essential services on which people depend, such as access to food, cash, leisure, and health related services. Their existence particularly benefit those without access to private transport, those on low incomes, and those who suffer with physical mobility and poor health. Community businesses involve significant proportions of people from a local community as shareholders, volunteers, staff and customers. Consequently, they become highly inclusive and participatory social hubs in rural areas, and as such, address a wide range of issues affecting today's society, including isolation, loneliness, mental health and wellbeing. As vital sources of employment in rural areas, they particularly seek to benefit people who would struggle to find mainstream employment such as those with caring responsibilities, people with health issues or disabilities, young parents, older people transitioning into retirement or younger people looking to gain experience and qualifications. Increasingly, community businesses demonstrate local action on global issues, such as proactive initiatives to tackle climate change, and co-ordinated responses to major weather events and the recent pandemic.

## **Key concerns and issues in the existing community**

For a community business to be successful, it must address those issues that are important to the community it serves. In the development of this proposal, we have carried out some preliminary research into issues and concerns in Peterlee and surrounding areas. Through its work with communities and local organisations to identify local priority areas, The East Durham Area Action Partnership states its focus to be "Healthy and Resilient Communities" with themes of:

- Employability
- Mental Health and Wellbeing
- Food provision and poverty
- Support for VCS groups
- Advice and guidance
- Organisational sustainability
- Social isolation
- Support for small businesses (through a third sector support organisation)
- Community Safety
- Environment and Climate Change
- Tackling issues caused by the cost of living crisis

The consultation process outlined in this proposal will build on this work to ensure that concerns and issues that exist within the Peterlee community are identified and remain at the fore as exploratory and subsequent work progresses.

We recognise that starting community engagement from scratch can be challenging but we also know that this type of consultation work can help to encourage community cohesion and pride in place.

## **Exploring the potential of a community business at Shotton Hall**

Plunkett are the national experts in supporting community businesses. The majority of community businesses are set up in response to a loss or closure of a service or asset. However, we are increasingly working in partnership with councils, homebuilders and housing associations to generate interest and engagement with communities who may not previously have been aware of the model, and the benefits

community businesses can bring. Such projects require more intensive nurturing and contact with local community with the aim of sparking an initiative that over a period of time, is 100% led by the local community.

The table below outlines the potential steps Plunkett could take, with the support of Peterlee Town Council, to carry out feasibility and consultation work to engage the local community with a new community business project that addresses key local needs, rooted in an asset-based community development approach. Timeframe to be agreed in line with the Town Council's requirements.

|    |   |                          |
|----|---|--------------------------|
| 1. | <p><b>Scoping meeting and on-site visit</b></p> <p>Plunkett team to meet representatives from Peterlee Town Council to better understand the site, ambitions, resources available and time frames.</p> <p>Plunkett to visit Shotton Hall and the immediate locality to better understand the community and the space for potential community business.</p> <p>Plunkett will lead a presentation introducing councillors to the community businesses model and the role of Plunkett Foundation in supporting community businesses across the UK with a focus on how councillors can work with and support community owned businesses.</p> <p>Our <a href="#">‘Good Councillor’s Guide to Community Business’</a> is a helpful introductory resource to review.</p> | 2 days<br>£1050 +<br>VAT |
| 2. | <p><b>Service mapping</b></p> <p>Plunkett team to undertake service mapping exercise – to identify existing services, community need and viability, through a combination of desk-based research and interviews with local stakeholders.</p> <p>Review of Peterlee’s Master Plan.</p>   | 2 days<br>£1050 +<br>VAT |
| 3. | <p><b>Identifying the community of benefit</b></p> <p>In order to make the community consultation and survey carried out in steps 4 and 5 as meaningful as possible, Plunkett will seek to identify those local groups, organisations and specific geographic areas (those located in the Shotton Hall area, which may include neighbouring parishes) who may benefit from a change of use of Shotton Hall. This work would help develop the list of who to engage, ensuring the consultation is properly targeted.</p>   | 1 day<br>£525+VAT        |
| 4. | <p><b>Community consultation</b></p> <p>Design and deliver a bespoke presentation to share the concept of the community business model with the Peterlee community. Community meetings/drop-ins to be held both in-person and online.</p> <p>Address the key community issues identified as part of service mapping work. These could include low levels of social infrastructure, lack of youth opportunities, antisocial behaviour, apathy in the community, lack of training, employment and volunteering opportunities, tackling loneliness and isolation, or poor access to good food. Address initial community questions and capture feedback.</p>   | 4 days<br>£2100 +<br>VAT |

|    |  |                         |
|----|--|-------------------------|
|    | Provide a follow up information pack for the community and addressing any key questions raised by the community.   |                         |
| 5. | <b>Survey</b><br><br>Create a community consultation survey to be shared with the local community both online and in hard copy format, with the assistance of Peterlee Town Council.   | 1 day<br>£525 +<br>VAT  |
| 6. | <b>Recommendations</b><br>Review community consultation and engagement work to identify areas of potential community business activity.<br><br>Share a report of recommendations with Peterlee Town Council for consultancy support/signposting as appropriate to progress community initiatives.<br><br>The report will cover key findings, next steps, how to best address core issues, resource needed, relevant case studies, community investment required, community business support from Plunkett, signposting to other key organisations to further ambitions, identification of other key stakeholders.<br><br><i>The report can be presented to key stakeholders as required.</i> | 2 days<br>£1050         |
| 7. | Direct costs/travel and subsistence/contingency  | £2,000<br>+VAT          |
|    | <b>TOTAL</b>   | <b>£8,300 +<br/>VAT</b> |

### Plunkett's project management approach

Much of the support that Plunkett provides to new and existing community businesses is delivered through funded projects. As a result we have developed robust project management processes to ensure our projects are well managed and delivered on time and on budget.

We use Salesforce to keep accurate records, manage all our procurement and payments as well as the support we provide through our network of independent advisers. This network stretches right across the UK and is made up of over 50 mentors and specialist advisers all with their own lived or professional experiences of supporting community businesses to set up and thrive. Our advisers provide us with frequent updates and recommendations on the groups they are supporting, plus a final report once their work is complete.

Plunkett operates with robust financial and risk management procedures including an internal anti-fraud policy, a double signatory requirement for any payments from the bank and bespoke risk assessments and checklists for projects where it is deemed necessary to ensure standardised effective consideration is given to the potential for fraud.



## Your project team

### *Susie Middleton, Project Manager*

Susie manages several large-scale projects at Plunkett, supporting a range of community businesses across the UK and co-ordinating support, training and networking opportunities. Susie joined Plunkett in October 2021. Prior to this she worked for local government, managing a multi-million pound spatial planning project, delivered in partnership with a diverse range of stakeholders.

### *Plunkett Advisers*

We will use specialist advisers from our network as appropriate to support with the community engagement on a local level.

### *Georgina Edwards, Policy and Research Manager*

Georgina joined Plunkett in September 2020 to support the growth of Plunkett's Information Hub. She is involved in commissioning sector-specific research which feeds into policy consultations, impact reporting and other state of the sector reports, with the ultimate aim of strengthening the voice of rural communities.

### *Claire Spendley, Head of Community Business*

Claire is a senior manager at the Plunkett Foundation and leads Plunkett's Community Business Team, overseeing all frontline activities including: advisory support, training, consultancy, project and contract delivery, membership and our Model Rules service. Claire joined Plunkett in April 2020, having previously worked in a number of membership, marketing and public relations roles across the housing, pharmaceutical and legal sectors.

It is proposed that Susie would be the contract lead, managing the project plan, liaising with key stakeholders and writing the report of recommendations at the end of the first stage of the commission. Georgina would support with developing the survey, analysis of the results of the consultation and survey and reporting. Claire would oversee the work, manage key relationships and provide ad hoc support.

## Outcomes

- Establishing whether there is community support for a community owned business in Shotton Hall
- Delivery of a report with feedback from the community about needs and demands plus Plunkett's recommendations in terms of next steps and further signposting

Depending on the outcome of this phase of support we will have a clearer idea of community need and what type of business could be developed at Shotton Hall. If the proposal were taken forward Plunkett could also support with the next steps, including:

### **Governance:**

- Setting up a steering group
- Choosing a legal structure and incorporating with the relevant authority
- Roles and responsibilities for the committee
- Training on achieving good governance – including templates, policies and procedures

### **Action planning:**

- Creating and finalising an action plan
- Creating and articulating a vision, alongside the community



**Business planning:**

- Creating and finalising a business plan
- Financial planning and forecasting
- Guidance on tenanted or management structures
- Fundraising strategies
- Agree targets that align with the community's vision and values

**Overall project management:**

- Regular meetings with Peterlee Town Council updating on progress against plan
- Ensuring project remains on time and on budget and working with the local community and Peterlee Town Council to achieve project outcomes
- Case study visits or case study presentations at Shotton Hall for community members/council members as appropriate

We do hope this proposal is of interest to the Peterlee Town Council and please don't hesitate to get in touch to discuss this proposal further.

**Contact details:**

- Claire Spendley, Head of Community Business, 07891 916032, [claire.spendley@plunkett.co.uk](mailto:claire.spendley@plunkett.co.uk)
- Susie Middleton, Project Manager, 01993 630022, [susie.middleton@plunkett.co.uk](mailto:susie.middleton@plunkett.co.uk)



# HEALTH & SAFETY POLICY

Version 3: May 2023

## ABSTRACT

Peterlee Town Council, (PTC), recognises and accepts its health and safety duties for providing a safe and healthy working environment”.

Janet Hugill, Corporate Services Manager

Please think before printing this document.

Where printing is necessary, please ensure that it is printed double sided and in greyscale.

DRAFT



## Table of Contents

|   |    |
|---|----|
| 1. Introduction .....                               | 3  |
| 2. Statement.....                                   | 3  |
| Statutory Duty of PTC .....                         | 4  |
| Statutory Duty of the employees of PTC .....        | 6  |
| Policy for Visitors and Contractors.....            | 7  |
| Organisation of Health and Safety .....             | 8  |
| Health and Safety Working Group .....               | 8  |
| Manager responsibilities .....                      | 8  |
| Health and Safety Rules .....                       | 8  |
| Accident/Near miss Forms and Book.....              | 8  |
| Fire Precautions .....                              | 9  |
| Equipment and Appliances .....                      | 9  |
| Safety Clearways .....                              | 9  |
| Maintenance.....                                    | 9  |
| Hygiene and Waste Disposal.....                     | 9  |
| Alcohol, Drugs and Tobacco.....                     | 10 |
| Arrangement and Procedures.....                     | 10 |
| APPENDIX A – ACCIDENT REPORTING .....               | 10 |
| 1. Accidents .....                                  | 11 |
| 2. Accidents to Workers or Contractors.....         | 11 |
| 3. Accidents to Members of the Public.....          | 12 |
| 4. Definition of Specified Injuries to workers..... | 12 |
| 5. Dangerous Occurrences .....                      | 13 |
| 6. Occupational Diseases .....                      | 13 |
| Telephone .....                                     | 14 |
| Reporting out of hours.....                         | 14 |
| Appendix B – Accident Form.....                     | 14 |

## 1. Introduction

Peterlee Town Council, (PTC), recognises and accepts its health and safety duties for providing a safe and healthy working environment.

This document sets out the Council's approach to managing health and safety. Any questions about the content of this document should be directed to a Senior Manager or the Chief Officer.

For information about reporting health and safety concerns please refer to the [www.HSE.gov.uk](http://www.HSE.gov.uk) web site.

All incidents can be reported online but a telephone is also provided for reporting fatal/specified incidents only – call the Incident Contact Centre on 0345 300 9923 (opening hours Monday to Friday 8.30am to 5pm).

## 2. Statement

Peterlee Town Council, (PTC), recognises and accepts its health and safety duties for providing a safe and healthy working environment (as far as is reasonably practicable) for all its workers (paid or volunteer) and other visitors to its premises under the Health and Safety at Work Act 1974, the Regulatory Reform (Fire Safety) Order 2005, the Management of Health and Safety at Work Regulations 1999, other relevant legislation and common law duties of care.

Throughout this Statement, terms such as "staff", "workers", "employees", include both paid and volunteer workers.

It is the policy of the Town Council (PTC), to promote the health and safety of the committee members, volunteers, staff and of all visitors to the Groups/Organisation's premises ("the Premises") and to that intent to:

- Take all reasonably practicable steps to safeguard the health, safety, and welfare of all personnel on the premises.
- Provide adequate working conditions with proper facilities to safeguard the health and safety of personnel and to ensure that any work which is undertaken produces no unnecessary risk to health or safety.

- Encourage persons on the premises to co-operate with the Organisation in all health safety matters, in the identification of hazards which may exist and in the reporting of any condition which may appear dangerous or unsatisfactory.
- Ensure the provision and maintenance of plant, equipment and systems of work that are safe.
- Maintain safe arrangements for the use, handling, storage and transport of articles and substances.
- Provide and maintain adequate welfare facilities.
- Provide sufficient information, instruction, training, and supervision to enable everyone to avoid hazards where reasonably practicable and contribute to their own safety and health.
- Provide specific information, instruction, training and supervision to personnel who have particular health and safety responsibilities (e.g. a person appointed as a Health and Safety Representative);
- To identify a health & safety representative from each department to sit on the councils "Health & Safety Working Group" which will bring council staff and Members together to discuss health and safety policy, process and incidents.
- Make, as reasonably practicable, safe arrangements for protection against any risk to health and safety of the general public or other persons that may arise for the PTC's activities.
- Make suitable and sufficient assessment of the risks to the health and safety of employees and of persons not in the employment of PTC arising out of or in connection with PTC's activities.
- Make specific assessment of risks in respect of new or expectant mothers and young people under the age of eighteen.
- Provide information to other employers of any risks to which those employer's workers on PTC's premises may be exposed, for instance by providing site risk assessments when requested. This will be signed by the designated Manager.

## Statutory Duty of PTC

PTC will comply with its duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of its workers and of visitors to its premises and, in general, to:

- Make workplaces safe and minimise any risks to health.
- Ensure plant and machinery are safe and that safe systems of work are set and followed.
- Ensure articles and substances are moved, stored and used safely.
- Give volunteers/ workers the information, instruction, training and supervision necessary for their health and safety.
- In particular, PTC will:  
Assess the risks to health and safety of people accessing its facilities, events and services (including volunteers/workers/visitors/customers/Members)
- Make arrangements for implementing the health and safety measures identified as necessary by this assessment.  
Record the significant findings of the risk assessment and the arrangements for health and safety measures.
- Draw up a health and safety policy statement; including the health and safety organisation and arrangements in force and bring it to the attention of its workers.
- Appoint someone competent to assist with health and safety responsibilities (currently DCC).
- Set up emergency procedures and ensure that emergency procedures are in place for premises and buildings.
- Provide adequate First Aid facilities.
- Make sure that the workplace satisfies health, safety and welfare requirements, e.g. for ventilation, temperature, lighting and for sanitary, washing and rest facilities;
- Make sure that work equipment is suitable for its intended use as far as health and safety is concerned, and that it is properly maintained and used.
- Prevent or adequately control exposure to substances that may damage health.

specifically in relation to the Control of Substances Hazardous to Health Regulations (COSHH) 2002 and maintain a register of all substances hazardous to Health, used within the premises and buildings by PTC staff, volunteers, customers, and members and ensure that training has been provided to anyone expected to use substances.

- Take precautions against danger from flammable or explosive hazards, electrical equipment, noise or radiation.
- Avoid hazardous manual handling operations and, where they cannot be avoided, reduce the risk of injury.
- Provide health surveillance as appropriate.
- Provide free any protective clothing or equipment, where risks are not adequately controlled by other means.
- Ensure that appropriate safety signs are provided and maintained.
- Report certain injuries, diseases and dangerous occurrences to the appropriate health and safety enforcing authority under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

## Statutory Duty of the employees of PTC

All employees defined responsibilities under The Health and Safety at Work etc Act 1974 in that they have a duty to take care of their own health and safety and that of others who may be affected by their actions at work. PTC request that volunteers carrying out any supporting work on behalf of PTC or on PTC premises also observe these.

Employees also have legal duties, and the PTC confidently requests non-employed (voluntary) workers also to observe these. They include the following:

- To take reasonable care for their own health and safety, and that of other persons who may be affected by what they do or do not do;
- To co-operate with PTC on health and safety;
- To use work items provided by the PTC correctly, including personal protective equipment, in accordance with training or instructions;

- Not to interfere with or misuse anything provided for health, safety and welfare purposes;
- To report at the earliest opportunity injuries, accidents or dangerous occurrences at work, including those involving the public and participants in activities organised by PTC.
- Health and Safety law applies not only to employees in the workplace, it also applies to organisations and people who occupy or use community buildings to which members of the public have access.

What you must do:

1. Follow the information, instruction and training you have received when using any work items your employer has given you.
2. Take reasonable care of your own and other people's health and safety.
3. Co-operate with your employer on health and safety.
4. Tell someone (your employer, supervisor, or health and safety representative) if you think the work or inadequate precautions are putting anyone's health and safety at serious risk.

### Policy for Visitors and Contractors

On arrival all visitors should be directed to the duty Manager, or a representative of the user/hirer of the building. This person is to take responsibility for the visitor(s) and assist in their evacuation from the building during an emergency or arrange help in the event of an accident.

On arrival, all visitors, including contractors and/or their workers, must sign a record of the date and time of their arrival and, before leaving, should further record their time of departure. Where it is hirer for training etc or an exercise class, a record of this in attendance shall be kept by the organiser/hirer/instructor.

Contractors working in the building should report any concerns relating to their own safety or suspected unsafe working practices to the Duty Manager who will investigate and report to the Town Clerk.

There will be slight variations to these arrangements at each building.

## Organisation of Health and Safety

### Health and Safety Working Group

PTC will appoint a Health and Safety Working Group, including representation both of elected Members and of staff:

- To have a broad overview of Health and Safety matters.
- To keep the PTC's Health and Safety policy and procedures under review, (this is delegated to the SMT in the first instance);
- To ensure that risk assessments are carried out, including assessments regarding substances hazardous to health (COSHH Regulations);
- To take such action as may be required to ensure that the Organisation's responsibilities for Health and Safety are fulfilled.
- Maintain and implement a schedule of site visits for the Council's main sites and operations.
- To report to the Council on their performance of these responsibilities.
- Contractors working in the building should report any concerns relating to their own safety or suspected unsafe working practices to the Duty Manager who will investigate and report to the Town Clerk.

### Manager responsibilities

All Senior Managers have specific responsibilities for Health & Safety across their department/service areas written into their job descriptions/statements of particulars.

### Health and Safety Rules

In line with the Council's officers code of conduct, all workers must exercise due care and attention to avoid accidents in their activities at work.

### Accident/Near miss Forms and Book

An accident form is completed immediately. A copy is sent to Shotton Hall (Clerk/Deputy) and it is then recorded.

Any injury suffered by a worker or visitor in the course of employment or otherwise on the

PTC, however slight or even a "near miss", must be recorded, together with such other particulars as are required by statutory regulations, on an accident form maintained by PTC.

All accidents/near misses will be investigated by the line manager of the injured person or the responsible manager of the area the accident/incident occurred to identify actions to prevent reoccurrence. Details of all accident/investigation data will be kept confidential, and findings used by management teams for statistical purposes and to ensure measures applied to prevent reoccurrence are effective.

Accidents and near misses will be reviewed at least on an annual basis by the Health & Safety Working Party. The Working Party will consider any trends or serious incidents/near misses that warrant further action or investigation and will refer these to Council for discussion and decision.

### Fire Precautions

All personnel must familiarise themselves with fire escape routes and procedures and follow the directions of the Group/Organisation in relation to fire.

Managers responsible for premises/areas will ensure fire information is provided to staff following any changes from inspections, audits, risk assessments etc.

### Equipment and Appliances

No equipment or appliance may be used other than as provided by or specifically authorised by or on behalf of PTC and any directions for the use of such must be followed precisely.

### Safety Clearways

Corridors and doorways must be kept free of obstructions and properly lit.

### Maintenance

Defective equipment, furniture and structures must be reported as such without delay.

### Hygiene and Waste Disposal

Facilities for the disposal of waste materials must be kept in a clean and hygienic condition. Waste must be disposed of in an appropriate manner and in accordance with any special instructions relating to the material concerned.



The following items shall be covered with site specific risk assessments along with appropriate training:-

- Food hygiene
- Display Screen Equipment
- Safeguarding
- Manual handling
- COSHH

### Alcohol, Drugs and Tobacco

As included in PTC's Code of Conduct, smoking within the premises and the use of Drugs (except under medical supervision) on the premises are prohibited at all times. The use of intoxicants (alcohol) is prohibited during working hours, and no employee/volunteer may undertake his/her duties if under the influence of alcohol or drugs (except under medical supervision).

### Arrangement and Procedures

Each service area has developed its own procedures which are reviewed regularly. Proposed updates and changes will be discussed and agreed by SMT, and referred to Council for approval if required. There are arrangements in place for the Manager of each site/activity to have responsibility for the procedures to cover the following activities:

- First Aid and Accident Reporting
- Fire Drills and Evacuation Procedures
- Bomb Warnings
- COSHH
- staff training, including First Aid at Work, manual handling, food safety

## APPENDIX A – ACCIDENT REPORTING

Certain incidents are RIDDOR reportable and must be notified to the HSE Incident Contact Centre (ICC) by The Town Clerk or Corporate Services Manager using the quickest practicable means. These incident categories are as follows and show the set reporting routes and time frames that must be followed:

#### Requirement – Online and within 10 days

- Any person not at work, involved in an incident arising out of or in connection with work, that suffers an injury and is taken from the scene of the incident to hospital for treatment (this refers to and includes pupils, members of the public and service users); and
- Dangerous occurrence (see 5).

#### Requirement – By phone asap and followed up online within 10 days

- The death of any persons as a result of a work-related accident, including an act of physical violence to a worker;
- Someone who is at work suffers a specified injury as a result of an accident. (See Section 6).

#### Requirement – Online within 15 days

- For any incident resulting in injury and continuous over-seven-day absence, not defined as a specified injury.

Where a reportable injury has led to the death of the employee (but not more than one year after the incident), then this must be reported to The Town Clerk or Corporate Services Manager, the HST must be informed so that the HST and not the Service Teams can notify the HSE in writing. This must be done whether or not the original injury had been reported.

### 1. Accidents

All H&S related incidents/accidents/near misses that occur on PTC premises or during PTC activity or events must be recorded using the approved accident forms

### 2. Accidents to Workers or Contractors

#### a) For ALL Accidents

Complete Accident Form and give to your line Manager/Duty Manager

#### b) For accidents reportable to the Health & Safety Executive (for contractors see c)

If accident results in incapacity for work for more than 7 calendar days then complete the online form with copies to the Town Clerk.

If accident results in fatality, fracture, amputation or other specified injury (see section 4, below) then immediately notify:

Health & Safety Executive on HSE's Infoline Tel: 0845 3009923 And the Town Clerk.

Follow up within ten days with completed online form with copies to the Town Clerk.

- c) If a reportable accident involves a contractor's employee and the premises are under the control of someone other than the contractor then the person in control of the premises is responsible for reporting the accident.

If a contractor's employee is at work on premises under the control of the contractor then it is the contractor or someone acting on his/her behalf who is responsible for reporting the accident.

### 3. Accidents to Members of the Public

1. For ALL Accidents

Complete Accident Form and give to Duty Manager

2. For accidents reportable to the Health & Safety Executive

If an accident results in fatality, fracture, amputation or other specified injury (see section 4 below) then immediately notify:

Reporting under RIDDOR is done online or by telephone

And the Town Clerk

Some injuries may not be fully identified until the casualty has been to hospital. It is therefore essential that, if it is known that an individual has gone to hospital as a result of an accident, follow up action is carried out.

### 4. Definition of Specified Injuries to workers

- fractures, other than to fingers, thumbs and toes
- amputations
- any injury likely to lead to permanent loss of sight or reduction in sight
- any crush injury to the head or torso causing damage to the brain or internal organs
- serious burns (including scalding) which – ie covers more than 10% of the body
- causes significant damage to the eyes, respiratory system or other vital organs
- any scalping requiring hospital treatment
- any loss of consciousness caused by head injury or asphyxia
- any other injury arising from working in an enclosed space which:
  1. leads to hypothermia or heat-induced illness

2. requires resuscitation or admittance to hospital for more than 24 hours

The Town Council's default position is IF IN DOUBT, REPORT IT.

## 5. Dangerous Occurrences

In the event of any of the following:-

- the collapse, overturning or failure of load-bearing parts of lifts and lifting equipment;
- plant or equipment coming into contact with overhead power lines;
- the accidental release of any substance which could cause injury to any person.
- Collapse of scaffolding
- Electrical incidents causing explosion or fire

Notify the Town Clerk immediately

The Town Council's default position is IF IN DOUBT, REPORT IT.

## 6. Occupational Diseases

Only upon receipt of a written diagnosis from a Doctor, report the work-related disease using online form F2508A to: [hse.gov.uk/riddor/report.htm](https://www.hse.gov.uk/riddor/report.htm) And the Town Clerk

- carpal tunnel syndrome;
- severe cramp of the hand or forearm;
- occupational dermatitis;
- hand-arm vibration syndrome;
- occupational asthma;
- tendonitis or tenosynovitis of the hand or forearm;
- any occupational cancer;
- any disease attributed to an occupational exposure to a biological agent.

Full details of Dangerous Occurrences and Occupational Diseases can be found at <https://www.hse.gov.uk/riddor/occupational-diseases.htm>

The Town Council's default position is IF IN DOUBT, REPORT IT.

## Telephone

All incidents can be reported online but a telephone service is also provided for reporting fatal/specified incidents only - call the Incident Contact Centre on 0345 300 9923 (opening hours Monday to Friday 8.30 am to 5 pm).

## Reporting out of hours

The HSE and local authority enforcement officers are not an emergency service.

More information on when, and how, to report very serious or dangerous incidents, can be found by visiting the HSE web site HSE.gov.uk. If you want to report less serious incidents out of normal working hours, you can always complete an online form.

|                      |                            |
|----------------------|----------------------------|
| Author of Policy;    | Corporate Services Manager |
| Date effective from; | May 2023                   |
| Policy review;       | May 2026                   |
| Version Control;     | V2                         |

## Appendix B – Accident Form

1. DETAILS OF PERSON WHO HAD THE ACCIDENT

Name:

Age:

Address:

Postcode:

Contact No:

Email:

2. DETAILS OF THE ACCIDENT/INCIDENT

Date:

Time of Accident:

Location: (Venue/Room/Area)

Description of what happened?

Description of any injuries: (Please give as much detail as possible)

Brief Description of first aid given:

Was the injured person sent to hospital? \*YES/NO

Was the person advised to go to hospital? \*YES/NO

Was an ambulance called? \*YES/NO

3. DETAILS OF WITNESS(S)

WITNESS 1

NAME:

ADDRESS:

CONTACT NO:

WITNESS 2

NAME:

ADDRESS:

CONTACT NO:

4. PLEASE PROVIDE ANY FURTHER DETAILS RELATING TO THE INCIDENT/ACCIDENT.

Empty rectangular box for providing further details.

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5. DETAILS OF PERSON REPORTING THIS ACCIDENT/INCIDENT/ADMINISTERING FIRST AID

Name:

Member of PTC staff? \*Yes/No

Address:

Contact Number:

Email:

Signature:

Date:

DECLARATION: I hereby declare that the statement and particulars contained in this report are true, to the best of my knowledge, and that no material information within my knowledge has been withheld. I confirm that I have read and understood the notes relating to Data Protection Act 2018 and consent to the information being used for the purposes described.

DATA PROTECTION ACT 2018: The information you have provided will be held by Peterlee Town Council for record purposes. The form will be passed to the Town Clerk to ensure the matter has been properly investigated and reported to other organisations (if applicable). The data may be disclosed to other organisations but only to ensure compliance with relevant legislation or to prevent fraud. If you require further information, please contact Peterlee Town Council.

Peterlee Town Council is a registered Data Controller in accordance with the Data Protection Act 2018.

Complete this section if the accident/incident is reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

How was it reported?

Signature:

Date:

Line Manager Signature..... Date .....

Town Clerk Signature..... Date.....





## LEISURE GARDENS TENANCY AGREEMENT

THIS AGREEMENT made on the [insert date] day of [insert month] 20 [complete] between Peterlee Town Council

of Shotton Hall, Old Shotton, Peterlee, County Durham SR8 2PH ('the Council')

and [insert full name of tenant]

of [insert tenant's address] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the Leisure Garden situated at [insert full postal address] and referenced as [insert number] ('the Leisure Garden') outlined in red for identification purposes only on the plan attached.
2. The Council shall let the Leisure Garden to the tenant for a term of [insert period up to 31<sup>st</sup> March] commencing on the [insert date] day of [insert month] 20[complete] until 31<sup>st</sup> March [insert year] and thereafter from year to year (1<sup>st</sup> April – 31<sup>st</sup> March) unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ [insert amount] whether demanded or not which shall be payable in full by the 1st day of April [year] and for every year after the first year of the tenancy on the [insert date] day of [insert month].
4. The tenant shall use the Leisure Garden for the cultivation of fruit, vegetables, herbs and flowers.

5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables, herbs and flowers in the Leisure Garden.
6. During the tenancy, the tenant shall :
  - a) keep the Leisure Garden clean and in a good state of fertility and cultivation as set out in the Leisure Garden rules that shall be issued to the tenant prior to this tenancy commencing;
  - b) not cause a nuisance or annoyance to other plot holders, council staff, or the owners or occupiers of land adjoining the Leisure Garden;
  - c) not bring to or keep animals on the Leisure Garden site (including livestock, poultry, horses, rabbits etc);
  - d) not assign the tenancy nor sub-let or part with the possession of any part of the Leisure Garden;
  - e) the tenant shall not erect a fence, polytunnel, shed, greenhouse or other building or structure on the Leisure Garden without first obtaining the Council's written consent;
  - f) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
  - g) not cut, lop or fell any tree growing on or close to the Leisure Garden site;
  - h) be responsible for ensuring that any person present in the Leisure Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
  - i) permit an inspection of the Leisure Garden at all reasonable times by the Council's employees or agents;
  - j) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Leisure Garden or the Leisure Garden of another tenant.
  - k) not use (or allow someone else to use) the Leisure Garden for the cultivation, production or storage of any illegal plants or substances
7. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Leisure Garden and other Leisure Gardens let by the Council.
8. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Leisure Garden.
9. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
10. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
  - a. the rent is in arrears for 28 days or more, or;

- b. two months after the commencement of the tenancy the tenant has not observed the rules referred to in this tenancy agreement (including those specified in the rules under clause 7).
- 11. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Leisure Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
- 12. The termination of the tenancy by the Council in accordance with clause 11 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
- 13. The tenancy may be terminated by the tenant by serving on the Council not less than one months' written notice to quit.
- 14. On the termination of the tenancy, the tenant shall remove any polytunnel, shed or other structure erected in the Leisure Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
- 15. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk at the Council address provided above.

Signed by

.....  
The tenant

and

.....[signature of the Council's Proper Officer]

[insert name and job title in capital letters]

For and on behalf of Peterlee Council






# Peterlee Town Council Leisure Garden Rules

Last revised June 2023



These rules are intended to be read alongside your tenancy agreement. Please contact the Town Council if you need any help to understand the rules in this booklet.

These rules supplement those that are set out in your tenancy agreement. For each clause in the tenancy agreement we explain what is expected and what is or is not allowed. We also explain what will happen if you break each rule.



Failure on the part of Council to not enforce any of the rules above cannot be seen as a waiver of that rule and does not in any way remove the Council's ability to enforce the rule again in the future.

|   |   |
|---|---|
| <p>Tenancy clause 2: The Council shall let the Leisure Garden to the tenant for a term of <i>[first year period]</i> commencing on the <i>[date]</i> day of <i>[month]</i> 20<i>[year]</i> until 31<sup>st</sup> March <i>[year]</i> and thereafter from year to year (1<sup>st</sup> April – 31<sup>st</sup> March) unless determined in accordance with the terms of this tenancy</p> |   |
|    | <p>In your first year on your plot, your tenancy runs from the first of the month that you started until 31<sup>st</sup> March. After that your tenancy runs 1<sup>st</sup> April – 31<sup>st</sup> March each year.</p> <p>You must ensure that there is a clearly visible sign that identifies your plot number. If there is no sign in place when you take over your plot you must erect one within 28 days.</p> |
| <p>Tenancy clause 3: The tenant shall pay a yearly rent of £ <i>[amount]</i> whether demanded or not which shall be payable in full by the 1st day of April <i>[year]</i> and for every year after the first year of the tenancy by the 1st day of April.</p>   |   |
|    | <p>You will be charged a proportion of the first year's rent depending on when your tenancy agreement starts. So if your plot tenancy starts on 1<sup>st</sup> June there will be 10 months left in the first rent year, and you would be charged 10/12's of the first year's rent. After the first year you will be charged a full year's rent from 1<sup>st</sup> April of each year</p>                          |
|    | <p>You must pay your rent within 28 days of it being due. If you do not pay your rent within 28 days of it being due we will end your tenancy. In the event of non-payment of your rent we will issue you with one month's notice before we take back possession of your plot.</p>  |



Tenancy clause 4: The tenant shall use the Leisure Garden for the cultivation of fruit, vegetable, herbs and flowers

|   |  |
|---|--|
|  | <p>You can use your plot to grow fruit, veg, herbs and flowers for your personal consumption. You can also donate surplus produce to others, but you must not sell the things that you grow.</p> <p>You can have a small lawn area if it's regularly mown.</p> |
|  | <p>Please use water sparingly. You can use a hand-held hosepipe to water your crops or fill up a water butt, but please note that at certain times there may be restrictions. All hoses must be turned off before leaving the site.</p>                        |



Tenancy clause 5: The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Leisure Garden

|   |  |
|---|--|
|    | <p>You can grow fruit, veg and flowers for you and your family.</p> <p>You can also donate surplus fruit, vegetable and flowers to others.</p> |
|  | <p>You are not allowed to use your plot for any trade or business.</p>   |



Tenancy clause 6a: During the tenancy, the tenant shall keep the Leisure Garden clean and in a good state of fertility and cultivation.

|   |   |
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|  | <p>You must cultivate at least half of your plot (by this we mean preparing the ground, planting, growing and harvesting) and the remainder must be cut down and free from weeds (i.e. the area must look maintained).</p> <p>From the start of your tenancy agreement you have a two-month period in which enforcement for non-cultivation is not applicable. This is to give you time to bring the plot up to an acceptable standard.</p> |
|  | <p>You are not allowed to use carpets on allotment plots.</p> <p>You are not allowed to use herbicides that contain glyphosate. The use of glyphosate is prohibited on all Town Council land.</p>   |



Tenancy clause 6b: During the tenancy, the tenant shall not cause a nuisance or annoyance to other plot holders, visitors, council staff, or the owners or occupiers of land adjoining the Leisure Garden.

|  |   |
|--|---|
|   | <p>Children are welcome on-site, and they should always be supervised and should not be allowed to stray onto other plots without the express permission of the other plot holder.</p> <p>You are actively encouraged to compost green waste on your plot and one way of doing this would be to have a Compost Bin. Please do not let this encroach onto paths or roadways.</p> <p>Please only use noisy machinery such as petrol strimmers etc during the following times:<br/>Monday to Friday 9am to 7pm, Saturday and Sunday 10am to 7pm.</p>   |
|  | <p>You must not use any abusive or threatening behaviour on site, be it physical or verbal. This includes behaviour towards other plot holders, visitors and Council staff.</p> <p>You must not fly tip any materials, arisings or rubbish anywhere on the allotment site. This includes onto vacant plots, footpaths, roads or ditches.</p> <p>You must not take anyone else's produce or property from their plot without their permission.</p> <p>The use of snares or other forms of animal traps is strictly forbidden.</p> <p>You and any helpers must always ensure you lock the gates when entering and leaving the site.</p> <p>You must not cause a nuisance to other plot holders or neighbouring properties - nuisance could include (but is not limited to) getting intoxicated, playing loud music, fire pits/chimineas, etc.</p> <p>You must not bring in or store rubbish on site. Where skips are provided on sites, they must be used only for rubbish from the site.</p> <p>You are not allowed to have bonfires that cause a nuisance or leave fires unattended. Only burn dry material on suitable days (ie where wind direction does not blow smoke to neighbouring property or roads).</p> |


Tenancy clause 6c: During the tenancy, the tenant shall not bring to or keep animals on the Leisure Garden site (including livestock, poultry, horses, rabbits etc) with the exception of dogs;

|   |  |
|---|--|
|  | <p>You can bring your dog on site only if it's kept strictly under control at all times and does not cause a nuisance or annoyance to others. Please make sure that you clear up any mess left by your dog and dispose of it off-site. You will be held responsible for any dogs brought onto the site by helpers or visitors to your plot.</p> <p>You can build a pond, only if it's built in a way that's not dangerous to people and animals.</p> |
|  | <p>Dogs must not be kept on the site overnight or left unattended at any time.</p>   |


Tenancy clause 6d: During the tenancy, the tenant shall not assign the tenancy nor sub-let or part with the possession of any part of the Leisure Garden;



|   |  |
|---|--|
|  | <p>The person named on the tenancy agreement must be the main user of the plot. We expect them to be present for at least 50% of the time that the plot is being used.</p>                         |
|  | <p>You are not permitted to transfer or sub-let your tenancy to someone else. By sub-let we mean arranging for the plot to wholly being worked by someone different than the named plot holder</p> |


Tenancy clause 6e: During the tenancy, the tenant shall not erect a fence, polytunnel, shed, greenhouse or other building or structure on the Leisure Garden without first obtaining the Council's written consent;

|   |  |
|---|--|
|  | <p>We have rules about fences, polytunnels or any other structures including the proposed size, materials, and layout. You must let us know if you intend to erect any such structure on your plot, and you must wait until have received written permission from us before you put them up.</p> <p>The maximum area that we allow for polytunnels is 24ft x 14ft.</p> <p>Greenhouses must be of polycarbonate construction only, please be aware no glass is permitted.</p> |
|---|--|





|   |  |
|---|--|
|  | <p>No play equipment is allowed on plots. This includes Paddling Pools, Trampolines, Slides, Swings, Climbing Frames, Wendy Houses and Sand Pits.</p> <p>We do not allow close board fencing or similar.</p> <p>You are not allowed to remove anything from a vacant plot, including poly-tunnels, plants, crops, etc unless you receive permission in writing from the Council.</p> <p>If you do install a fence, polytunnel or other building or structure on your plot without our written consent we will ask you to remove it and if you fail to do so we will remove and dispose of it and charge you for the costs of the removal and disposal.</p> |
|---|--|



|  |   |
|--|---|
| <p>Tenancy clause 6f: During the tenancy, the tenant shall not plant any tree, hedge or bush without first obtaining the Council's written permission;</p> |   |
|    | <p>Fruit bushes/fruit trees must be compact and of a small growing variety. You must maintain the area around any fruit trees on your plot.</p> |
|   | <p>We do not allow large-growing trees to be planted on our sites.</p>  |

|  |   |
|--|---|
| <p>Tenancy clause 7f: During the tenancy, the tenant shall not cut, lop or fell any tree growing on or close to the Leisure Garden site.</p> |   |
|   | <p>If you are concerned about a tree on or close to the site please contact us. We do arrange periodic maintenance to trees close to our sites.</p> |



Tenancy clause 6h: During the tenancy, the tenant shall be responsible for ensuring that any person present in the Leisure Garden with or without the tenant's permission does not suffer personal injury or damage to property.

|   |  |
|---|--|
|  | <p>You must keep your leisure garden in a good state of repair and tidiness, including paths, gates, fences and any other structures.</p>  |
|  | <p>You must not install any features that may cause injury or damage to other people including traps, snares, gripper rods, broken glass, etc.</p> <p>Children are not allowed to cycle around the allotment sites.</p> <p>You must not exceed the 5 MPH speed limit when driving on-site.</p> |

Tenancy clause 6i: During the tenancy, the tenant shall permit an inspection of the Leisure Garden at all reasonable times by the Council's employees or agents

|   |  |
|---|--|
|   | <p>The Council carries out regular inspections of its leisure garden sites.</p>                  |
|  | <p>You must not try to prevent or obstruct an inspection of your plot by a Council employee.</p> |

Tenancy clause 6j: During the tenancy, the tenant shall not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Leisure Garden or the Leisure Garden of another tenant..

|   |  |
|---|--|
|  | <p>You may drive a vehicle to your plot to enable you to load/unload it. Once loaded/unloaded please park the car in a way that does not cause an obstruction to others.</p> |
|  | <p>You must not cause any other form of obstruction on the site.</p>   |

Tenancy clause 6k: During the tenancy, the tenant shall not use (or allow someone else to use) the Leisure Garden for the cultivation, production or storage of any illegal plants or substances.



You must not grow, make or store any illegal plants or substances on your plot or on the wider leisure garden site. If you do we will end your tenancy and report the illegal activity to the Police.

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