

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 Tuesday 6th August 2024 - 7pm at Diamond Jubilee Lodge**

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

Also in Attendance:
Mrs F LeBon (Clerk), Mr K Sage (Facilities Manager) and 1 member of the public

The Chairman welcomed all to the meeting.

1. Apologies and acceptance for absence

Apologies were received from Cllr S Gurney.

2. Declarations of Interest and Dispensations

None made.

3. Approval of the Minutes from 13th March

The draft Minutes had been circulated from the meeting of 13th March 2024. These were **AGREED** after a proposal from Cllr Hicks and a second from Cllr Barker.

4. Public Participation

A member of the public raised concerns about numerous plots that were not being kept in accordance with the allotment rules. The Facilities Manager explained that the inspections by the Parish Council ought to be done once a month but other work had taken priority as of late. He further explained the letter system whereby plot holders receive 'red letters' when their plot is not in keeping with the rules. After three 'red' letters, further consideration is given to breach of contract by the plot holder.

A member of the public explained that it is hoped to run an allotment open day next year, to introduce people to the benefits of allotments. The committee was supportive of this and asked to be advised of the date when arranged.

A member of the public raised that there has been an increased number of thefts from the allotment site. Concerns were raised about the front gate and middle post not being locked.

The Clerk is to obtain quotes for options for CCTV. The member of the public confirmed that all incidents are logged and raised to the police.

A member of the public advised that concerns about pot holes on the allotment track had been raised to them. Due to the construction of the track it can be susceptible to pot holes and permanent repairs are not possible. The Facilities Manager will review and look to fill the worst of them.

5. Governance

a. To Appoint Members of the Committee to Form the Allotment Liaison Group

The Clerk reported that under the Terms of Reference for this committee, there is a requirement for an Allotment Liaison Group to be formed. There are no terms of reference for this group, but it is suggested that this is a non decision making group designed to improve engagement with allotment holders and bring forward recommendations for projects which require committee consideration. As a non decision making group it would be free to meet without formality of council agendas and the requirement of formal minutes, in a location and at times of the group's choosing.

It was **AGREED** that Cllr Maidstone and Cllr Barker would represent the council on this group.

6. Allotment Site

a. To Receive Update on Projects to Divide Plot 19 and Lay the New Car Parking Area

The Clerk reported that resource had been difficult for the grounds team with caretaker cover necessary in the early part of the year when they would normally take on these projects, and now they are busy with the height of the growing season. As a result, the Parish Council is now working in partnership with Groundwork East, a local charity which provides volunteers to support local projects. Groundwork East is happy to supply volunteers once a week, to assist with the division of plot 19 and the creation of the new car parking area, commencing on 21st August. The work has been risk assessed and the volunteers are selected and supervised by Groundwork East.

b) To Consider Options for the Community Apiary Site

It was established that the apiary site was now vacant. Options for this area were discussed to ensure that bees were still encouraged in this area due to their important role in pollination. It was **AGREED** that the Parish Council should try to continue to utilise the area as an apiary but that a formal tenancy agreement should be put in place for each hive space utilised. Once the formal tenancy has been drafted, professional beekeepers should be sought.

c) To Review Success of Community Orchard

The Facilities Manager reported that there was uncertainty about the aftercare of the community orchard, as the promised system of aftercare did not materialise. The grounds team did prune the trees in spring and some trees will need to be removed, whilst others require staking. Some trees do have small fruits on them, and this will improve with time.

It was **AGREED** that the grounds team should take on the maintenance of the orchard and this will form part of the job evaluations which are being done for the Staffing Committee. The Clerk will write to the original project partner and advise that the Parish Council will take on the project as the trees aren't being maintained.

7. Parks

a) To Receive Annual RoSPA Reports

It was reported that the Facilities Team do visual inspections every morning when they open the parks, so are able to act upon repairs swiftly before too much damage occurs. A product has been trialled to fill the cracks in the skatepark and this works well, so extra money will be placed in the budget for next year to complete the works.

The Facilities Manager and the Clerk will look at resolutions to help prevent bird strikes on the play equipment, particularly the swings.

It was noted that the skatepark poses the biggest risk of all the play equipment, but no remedial work will bring that risk down, as it is at the lowest risk for this type of recreation.

Discussions occurred as to a forward plan for the play equipment and other areas under the committee's jurisdiction. This is to be placed on the next agenda.

8. Equipment

a) To Receive Report and Consider Options for Tractors

The Parish Council purchased a T4 tractor in 2018. This was unsuitable for the works required around the parish due to its large size. It has only done 348 hours of operation and has had five services. The Parish Council is leasing a smaller John Deere tractor at £495 per month, which is much more suitable for the work the parish requires.

Quotes had been obtained to trade in the T4 and purchase a smaller, more suitable tractor. To do this would mean the Parish Council continues to own a machinery asset but will not have the monthly outlay of the leased tractor. The most favourable quote was for an Iseki TG6687 tractor which has all the horse power and lifting capacity of the T4, but is of a more compact size. The balance after trade in would be £12,707.00.

It was **AGREED** to proceed with this purchase, trade in and cessation of the lease, and the item will be placed on the agenda for Full Council in September to move the funds out of earmarked reserves. In the meantime, the Facilities Manager will arrange for a demonstration of the Iseki and the Clerk will check the terms and conditions of the lease of the John Deere.

b) To Receive Report into Failure of Bowling Green Mower

It was reported that the mower used to cut the bowling green was regularly losing power and cutting out. It was taken in for repair but none of the parts are now available due to the age of the machine (16 years old). Some welding was done to make do, but there is no guarantee of how long the repair will last.

Discussions occurred as to the provision of amenity for all demographics of Hellesdon.

It was **AGREED** that since the bowling season is nearing the end for this year, and the mower is currently operational, the Facilities Manager should look into some new equipment and present this for the 2025/2026 budget.

9. Memorial Garden

a) To Agree Rules, Application and Prices for Memorial Garden

The Parish Council provides a memorial garden at the far end of the bowls green. Having recently received a request for a rose in this area, it was established that there has never been any form of formal application or rules for this area. A draft application form and set of rules had been circulated and it was **AGREED** to adopt these. A spreadsheet for applications and monitoring for ten year expirations was also required.

10. Items for the Next Agenda

Vision for the play areas – what equipment should be provided and where would it be best placed?

Five year plan for parks, open spaces, hard play areas and tennis courts.

Budget

Report from Allotment Liaison Group.

Report on CCTV at allotment site.

Update on Tractor and Bowling Green Mower.

11. To Confirm Date, Time and Venue of the Next Meeting

To be agreed.

MEETING CLOSED AT 8.55pm

TENANCY AGREEMENT FOR HIVE PLOTS

THIS AGREEMENT made on this FIRST DAY OF OCTOBER TWO THOUSAND AND TWENTY FOUR 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 1 October 2024 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 [Committee to confirm] and numbered xxx in the Council Allotment 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

APIARY RULES

Contents

1. Introduction
2. Definitions and Interpretations
3. Eligibility Criteria and Allocation of Plots
4. Allotment Tenant Responsibilities
5. Council Responsibilities
6. Site Management
7. Termination of Allotment Tenancy Agreements
8. Charges
9. Change of Address and Notices

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.
- 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 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 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 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

Vision and Five Year Plan – Playing Fields, Allotments and Amenities Committee

Discussion Document

Vision

That Hellesdon residents should be provided with high quality open space provision. Where necessary, this should be equipped to support as wide a demographic as possible along with all abilities.

Biodiversity will be supported to promote flora and fauna, balanced with the needs of Hellesdon residents.

Opportunities should be taken to increase open space with the parish of Hellesdon.

Allotment Site

The allotment site is well established and is close to capacity. The lease for the main allotment site commenced in 2001 and runs for a term of 99 years. The allotment extension runs from November 2013 to 4th June 2100.

In the next 5 years there are no major projects which are necessary on the allotment site. The boundary fencing remains in good condition and is checked on an annual basis by the grounds staff.

The gate to the entrance of the allotment site remains contentious with it being left open. A quote was received to replace the padlock with a maglock, at £3292.35 (excluding getting the electrical supply to the gate). This still would not resolve the problem of the gates being left open, and increases the problem of cards being lost.

A five year plan should take into account:

- a) Trying to keep the site at full occupancy
- b) Trying to reduce the number of unkept plots.

For the former, a small budget should be considered for advertising and the promotion of community events held on the allotment site.

The latter matter is very problematic for the Parish Council and other allotment holders. A small number of allotment holders, often repeat offenders, cause extra expense for the Parish Council and tension within the allotment site by not maintaining their plots. When letters are sent, plot holders are always encouraged to contact the council regarding any mitigating circumstances.

Currently within the allotment rules:

- 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.
- If there is no visual improvement after a second routine inspection, a second warning letter will be sent to the tenant.
- Where there is no visual improvement after a third routine inspection, the tenant will be issued with a notice to quit letter.

Often a third visual inspection will show some improvement, but often the site returns to its problematic state. The Parish Council could consider an amnesty for plot holders which are clearly struggling. Presently the Parish Council requests that the plot is completely cleared and returned to its original state prior to an allotment holder being released from their obligations. This is often too much for them, particularly given the fact that they were unable to upkeep the plot in the first place. A one off amnesty to allow them to either leave or downsize may resolve this.

Action may need to be taken on a leak within the underground water pipes. Presently the possible cost of repair outweighs the cost of lost water, but this could change.

A final matter which is likely to need addressing in the next 5 years is the problem of unkept sheds. Most sheds originally belonged to the Parish Council, but as a result of maintenance costs and vandalism, the Parish Council passed the sheds onto the respective allotment holders with the obligation to keep them maintained. Now the sheds have become aged and some are becoming beyond repair. This is particularly problematic with the 'double sheds' that span 2 plots and are divided by a party wall. The Parish Council needs to decide what action can be taken if one side of the double shed is in good condition but the other side problematic.

Cottinghams Park

Cottinghams Park is more restricted than other areas of parish land, as the Parish Council is not the freehold owner. There are restrictions on permanent structures and so the land remains as open space, and is particularly popular with dog walkers for this reason.

Two benches were installed last year and a request has been made for litter bins within close proximity of these benches. Our community janitor collects the litter from this area (including the bins) and brings back to the community centre for disposal.

There may be opportunity to do something with the borders in this area, such as wildflowers. This would help with a 'bee-line' to the wildflowers in the allotment site and the apiary. However these would be limited to the borders which are not adjacent to the crop field to minimise the amount of seeds spreading into the field. Wildflowers also require the manpower to manage them as well.

The wooded area between the open space and Reepham Road is not used so may benefit from some wildlife support such as owl boxes.

Mountfield Park

Mountfield Park is a significant asset to the Parish Council, providing a miniature green belt between Norwich and Hellesdon. It consists of a large area of open space, surrounded by mature trees. Three mature trees had to be reduced last year, but enough was left as a standing habitat for birds and insects. Grant funding was received for 3 replacement trees in the form of 3 *Paulownia tomentosa* which have now been ordered. These trees grow quickly, react well to climate change and give a beautiful floral display.

The Facilities Team have created several conservation areas, where some of the grass is left long in strategic places. These are usually managed once a year, but complaints have been received this year due to the strong growing season, that these areas could cause places for people to hide.

Mountfield Park is sizable enough to consider further conservation projects but the Parish Council is limited by manpower to manage them. The Conservation Volunteers may be able to assist <https://www.tcv.org.uk/>

This could also be the ideal area to consider outdoor gym equipment, should a need be identified in the parish. An excess of play equipment probably shouldn't be considered for this area due to the limited natural surveillance (large gardens meaning the park is quite a distance from housing viewpoints), but a police architectural liaison officer can give better advice.

Meadow Way

This area has a well used play area and trim trail. The play equipment was replaced in 2020 and the annual RoSPA reports show the equipment to be in good condition.

Wooden equipment will start to deteriorate after about 10 years resulting in an increase in repairs. This will not be insurmountable but within the next five years a sinking fund should be considered for replacement.

Recreation Ground

The play equipment is in good condition and is well used. The only concern with the existing play equipment is the wet pour rubber, which was laid on the existing surfacing, rather than the existing scraped and removed to give a flatter surface. This has resulted in the new surfacing sinking and splitting.

However, the play equipment at the Recreation Ground is contentious for the following reasons:

- 1) The high, unwelcoming fencing.
- 2) The mixture of older children's and younger children's play equipment in the same vicinity which causes tensions.

The openness of the play area has to be balanced with the Parish Council's duty to consider crime and disorder when making decisions. Should the Parish Council wish to redesign this area, the police architectural liaison officer may be able to assist.

With CIL and S106 money potentially becoming available, the next five years may see opportunity for consultation with the Youth Advisory Board to create a less contentious area which fulfils the ambition for Right to Play.

The Miyawaki Forest on the recreation ground continues to prosper in the treated ground. More saplings have been ordered, to arrive in March, to complete the forest.

Hard Courts

The hard courts have never been resurfaced since installation and continue to suffer from freeze/thaw erosion and cracking. Last year an amount of £66,500 was placed into EMR for this

purpose. Indicative prices have been received (LTA suggests £12,000 - £15,000 per court). It is recommended that a formal tender be placed so that price increases are minimised.

If there does remain any funds left in the EMR after the resurfacing works, consideration should be given to the floodlights. They have been serviced but the contractor advises that parts are no longer available. As the main cost of the replacement is the cost of a cherry picker, rather than the floodlights themselves, it is more economical viable to change all the floodlights at once (change one light £950 / change 9 lights £3,215). There is also the added benefit of reduced electricity costs through running LED lights.

Consideration should also be given to replacing the fencing around the courts, which is beginning to rust. This could be done as an extension to the existing rolling programme of fence replacement, which is anticipated to be completed in 2025.

There remains a rolling replacement for tennis nets and netball nets.

The future of football at the Recreation Ground should be considered when a decision is made by Persimmon about the community facilities on P6 of their development.

Skatepark and Basketball Areas

These areas are well used by all ages and are quite robust and resilient to damage. Minor cracks are repaired each year, but the specialist materials to do this are quite expensive.

A while back the Parish Council was approached by Broadland Council about a community art project that may benefit these areas. Sadly the project was not taken forward by Broadland Council due to the elections, however, there would still be opportunity to apply for grant funding at Broadland should this project want to be considered. Recommended artists have been

1. Demographix – Mark (now based in Norwich) [Demografix: The Hertfordshire and London Graffiti Art Specialists](#)

2. Knapple - [KNAPPLE — Home \(bigcartel.com\)](#)

Which could brighten these areas. Engagement with the Youth Advisory Board would be recommended to ensure the artwork feels owned by those who use these areas.

Bowls Green

The Facilities Team continue to maintain this area to a high standard. It is imperative over the next five years that the knowledge for this very specialist area is shared to as many team members as possible and documented for future members of staff.

Holes have been created in the hedging where youngsters have 'broken in' to retrieve wayward footballs. Whips have been planted to try to close these gaps, but have become trampled. Larger saplings could be tried to resolve this problem.

A new bowls green mower has been recommended for the 2025/2026 budget as the current mower is failing, as reported in the previous meeting, and the parts are obsolete.

Better promotion of the memorial garden could be considered.

War Memorial

The facilities team continue to ensure the war memorial looks well cared for. Criticism was received earlier in the year about the grass around the memorial (which is outside of the responsibility of the Parish Council). The church let the grass grow long for conservation purposes, which caused tension around this particular area.

Would there be any merit in opening discussions with the church about the Parish Council maintaining this small grassed area around the memorial?

Any Additional Land from Development

With development proposals on the former Jarrold Sports and Social Club site, and the Hellesdon Hospital, there may be recreation land available by negotiating with the developer. The Parish Council will have to consider whether it is in the interests of local people for the Parish Council to be in control of this land and what the cost to the taxpayer would be when any commuted sum has been spent.

Playing Fields Budget 2025/2026

Income

The below are current rates

Service	Ex VAT	Total Charged
Allotment Plots (full)	£40 p/a	£48 p/a
Allotment Plots (half)	£20 p/a	£24 p/a
Football Pitches (senior)	£58.33 per match	£70 per match
Football Pitches (junior)	£37.50 per match	£45 per match
Changing Rooms	£9.54 per match	£11.45 per match
Football Training Area (inc. floodlights)	£9.54 per hour	£11.45 per hour
Netball (regular hirers)		
Winter (inc. floodlights)	£9.79 per hour	£11.75 per hour
Summer	£7.08 per hour	£8.50 per hour
Bowls	£1,900 per season	£1,900 (VAT exempt)

The committee is also to consider whether there should be a charge for the field for hire for external events.

Expenditure

Recreation Ground

The main grassed area has been well maintained, however our contractors failed to deliver on the weed spraying. This has resulted in some weed issues on the sports field which cannot be addressed at this time of year. It is therefore requested that this amount be carried forwards to allow for a spring/summer spray to address this.

We are monitoring the boundary trees which appear to have been adversely impacted by the wet weather. The annual tree inspection is booked therefore this should assist in any remedial works.

The play equipment, skatepark and basketball areas remain structurally sound with only minor remedial works to be budgeted for. With all high risk areas, there needs to be a contingency, however all major vandalism will go through an insurance claim.

The rolling programme of fence replacement around the recreation ground should continue with £5,000 budgeted for each year. It is anticipated that this should be completed in 2025.

Four new heavyweight freestanding senior goals (wheeled) are also required at a cost of £3,660

The biggest concern at the play area on the Recreation Ground is the wet pour rubber, with sections beginning to sink. This will be monitored for health and safety concerns.

Bowling Green

The significant rainfall this year has helped to keep water costs low.

One of the current challenges we have had is a fungal infestation as a result of the prolonged wet and warm conditions. There has also been a lot of moss growth due to the rainfall so more frequent treatments will be required in autumn and winter to manage this effectively.

The benches around the green belong to the Parish Council and are painted and repaired each year. A rolling programme of replacement should be put in place to replace with recycled plastic, as the Parish Council has done with other areas of the parish. These will not need the annual maintenance and will last much longer than wood. This should commence next year as one bench is now beyond economical repair.

As previously raised to the committee, the bowling green lawnmower is now beyond economic repair with the parts now obsolete. A replacement will require budgeting for.

Memorial Garden

Some roses in the memorial garden have declined and we will need to replace some of them. The likely cause of the decline could be linked to soil sickness, so it is recommended to increase the shrub budget next year to cover renewal and soil enhancement.

Hard Courts

The hard courts have never been resurfaced since installation and continue to suffer from freeze/thaw erosion and cracking. Last year an amount of £66,500 was placed into EMR for this purpose. Indicative prices have been received (LTA suggests £12,000 - £15,000 per court). It is recommended that a formal tender be placed so that price increases are minimised.

If there does remain any funds left in the EMR after the resurfacing works, consideration should be given to the floodlights. They have been serviced but the contractor advises that parts are no longer available. As the main cost of the replacement is the cost of a cherry picker, rather than the floodlights themselves, it is more economical viable to change all the floodlights at once (change one light £950 / change 9 lights £3,215). There is also the added benefit of reduced electricity costs through running LED lights.

Consideration should also be given to replacing the fencing around the courts, which is beginning to rust. This could be done as an extension to the existing rolling programme of fence replacement, which is anticipated to be completed in 2025.

Mountfield Park

The wildlife area to the left of the park has been subject of complaints due to the tall grasses which have resulted from the wet weather, causing concern for hiding places. This area is usually maintained once a year using hired machinery, but with the increase in wet weather due to climate change, this schedule may need to be reviewed and the budget increased for hired machinery.

Meadow Way

The equipment on Meadow Way is now 5 years old. Whilst relatively new, the wooden equipment tends to have a limited life span. It is recommended to keep increasing the earmarked reserves for play equipment for major repair / replacement.

Allotments

The allotments are well used with minimum vacant plots. It is imperative that the existing plots are well maintained to keep the area an attractive site to frequent and to reduce tension on the site.

Problems which may be encountered in the future are those with existing sheds. These used to belong to the Parish Council but were transferred to the allotment holders. Part of the tenancy agreement is to keep sheds maintained, but some do need extensive work. Part of the problem is when one half of a 'double shed' becomes irreparable, what will happen to the other half of the shed belonging to the neighbouring plot holder. Professional advice may be needed for this.

Apiary

A draft tenancy agreement has been drawn up for the hiring out of spaces for hives. This will draw a small amount of income to maintain this area. The tenancy agreement will put the onus on the hive keepers to maintain the interior of the apiary site.

Other Areas of Grounds Maintenance

War Memorial

The Parish Council continues to clean the memorial and repair and point the slabs when necessary.

Gardens at DJL and Community Centre

Manpower has been taken away from these areas this season. It is hoped to pay more attention to these areas this season.

Car Park and Driveway Maintenance

The car park markings are worn and difficult to see in poor weather conditions. We have an EMR for the car park which ought to cover repainting. In addition to this, we have also been requested for 'parent and baby' spaces close to the centre. The first two spaces closest to the centre could be allocated as disabled spaces, with the second two allocated for 'parent and baby'.

The driveway has an area of sinkage which is being monitored. Should work be required there is £5,000 in EMR to put towards this.

Grounds Waste

The two composting bays have significantly reduced the need for skips resulting from grounds waste. A budget for an additional small bay for organising rubble, concrete and brick would help manage waste further.

Notice Boards

All notice boards have been replaced with the exception of the one at Tesco/The Firs. This board sees limited use due to its construction from recyclable plastic which prevents drawing pins being attached. It is recommended that this board is replaced to match all others in the Parish Council's portfolio.

Vehicles and Machinery

The van, whilst aging, remains at a very low mileage. However, it will only do 80 miles on a full charge and less with the heater on. Along with the usual MOT and servicing costs for all our machinery, the van will also need to be taxed this year, due to government rule changes.

There requires a sinking fund to replace the van in due course.

The trestle used for hedge cutting, purchased in 2004 snapped during use this year. Fortunately the metal wire reinforcement prevented an accident, but the trestle must be replaced.

	23/24 Budget	23/24 Actual	24/25 Budget	Actual to 30/09/24	Predicted to 31/03/25	Total to 31/03/25	Proposed Budget 25/26
INCOME							
Pitch Hire	£1,270.00	£2,495.00	£2,106.00	£625.00	£1,575.00	£2,200.00	£2,250.00
Training Area Hire	£1,134.00	£1,352.00	£986.00	£320.00	£680.00	£1,000.00	£1,000.00
Grass cutting agreement	£15,000.00	£16,407.00	£16,735.00	£16,219.00	£0.00	£16,219.00	£16,219.00
Floodlights Income	£0.00	£24.00	£26.00	£27.00	£3.00	£30.00	£30.00
Allotment Income (inc recharges)	£4,389.00	£4,472.00	£3,220.00	£2,209.00	£2,100.00	£4,309.00	£4,000.00
Apiary Income	0	0	0	0	0	0	£100.00
Hard Courts	£2,000.00	£1,905.00	£1,816.00	£892.00	£900.00	£1,792.00	£1,816.00
Bowling Green	£1,800.00	£1,800.00	£1,900.00	£1,900.00	£0.00	£1,900	£1,950.00
Memorial Garden	0	0	0	£37.50	0.00	£37.50	£37.50
	£25,593.00	£28,455.00	£26,789.00	£22,229.50	£5,258.00	£27,487.50	£27,402.50
EXPENDITURE							
Keys/Locks	£465.00	£307.00	£204.00	£85.00	£115.00	£200.00	£212.00
Locking parks	£2,244.00	£3,024.00	£2,772.00	£648.00	£2,124.00	£2,772.00	£2,883.00
Replacement Bins	£0.00	£0.00	£2,200.00	£0.00	£2,200.00	£2,200.00	£2,200.00
Emptying Bins/Fresheners	£5,112.00	£5,112.00	£5,457.00	£1,235.00	£4,222.00	£5,457.00	£6,000.00
Seats - Repair/Replacement	£1,000.00	£1,447.00	£1,200.00	£0.00	£1,200.00	£1,200.00	£1,500.00
Signage - New/Replacement	£0.00	£690.00	£500.00	£500.00	£500.00	£500.00	£500.00
Highway grass verge cutting	£9,641.00	£8,911.00	£10,653.00	£6,779.00	£3,874.00	£10,653.00	£11,000.00
Skip hire	£1,583.00	£1,040.00	£2,730.00	£540.00	£2,000.00	£2,540.00	£1,500.00
Shrub/Tree/Hedge	£500.00	£381.00	£1,000.00	£521.00	£479.00	£1,000.00	£1,500.00
Fertilisers/Weed & Moss Killer	£1,845.00	£1,279.00	£0.00	£0.00	£0.00	£0.00	£0.00
Contractor Spray	£0.00	£0.00	£1,906.00	£0.00	£0.00	£0.00	£2,000.00

Equipment - New/Replacement	£396.00	£222.00	£525.00	£167.00	£350.00	£517.00	£4,000.00
Small tools	£1,000.00	£747.00	£1,000.00	£205.00	£750.00	£955.00	£1,000.00
Fence repairs	£5,000.00	£3,468.00	£5,000.00	£0.00	£5,000.00	£5,000.00	£5,000.00
Materials	£0.00	£95.00	£4,123.00	£553.00	£3,500.00	£4,053.00	£4,000.00
Wetting Agents/Preservatives	£0.00	£0.00	£233.00	£0.00	£200.00	£200.00	£250.00
Contingencies	£2,880.00	£2,680.00	£2,500.00	£0.00	£2,000.00	£2,000.00	£2,500.00
Consumables	£0.00	£73.00	£75.00	£0.00	£0.00	£0.00	£75.00
cleaning agents/materials	£0.00	£0.00	£450.00	£67.00	£300.00	£367.00	£450.00
Vehicles: Repairs/Maintenance	£815.00	£914.00	£1,433.00	£1,331.00	£500.00	£1,831.00	£2,000.00
Vehicles: Fuel	£3,030.00	£1,754.00	£2,640.00	£1,362.00	£1,278.00	£2,640.00	£3,000.00
Equipment & Vehicles: Servicing	£7,682.00	£2,582.00	£4,725.00	£0.00	£3,500.00	£3,500.00	£3,500.00
Equipment & Veh- New/Replacement	£12,288.00	£25,439.00	£0.00	£57.00	£12,500.00	£12,557.00	£10,200.00
Hire of Machinery	£6,940.00	£5,940.00	£6,690.00	£2,970.00	£3,470.00	£6,440.00	£3,970.00
Trees: Emergency Work	£1,589.00	£0.00	£1,668.00	£0.00	£1,000.00	£1,000.00	£1,668.00
Trees: General work & inspections	£7,683.00	£2,300.00	£8,067.00	£0.00	£2,500.00	£2,500.00	£5,000.00
Allotments: Landowner Rent	£1,444.00	£1,506.00	£1,550.00	£976.00	£1,173.00	£2,149.00	£2,500.00
Allotments: Utilities	£1,329.00	£1,014.00	£192.00	£738.00	£96.00	£834.00	£1,000.00
Allotments: Pest Control	£470.00	£570.00	£0.00	£0.00	£570.00	£570.00	£600.00
Allotments: Materials	£430.00	£0.00	£1,238.00	£402.00	£500.00	£902.00	£1,200.00
Allotments: Allotment contingency	£0.00	£0.00	£600.00	£0.00	£400.00	£400.00	£600.00
Allotments: Property Maintenance	£1,100.00	£147	£4,193.00	£0.00	£150.00	£150.00	£300.00
Play Equipment - New/Replacement	£0.00	£19,730.00	£2,000.00	£32.00	£1,000.00	£1,032.00	£1,500.00
Play Equipment-Repair/Maintenance	£1,846.00	£1,661.00	£2,500.00	£87.00	£2,000.00	£2,087.00	£2,000.00
Play Inspections	£279.00	£274.00	£250.00	£294.00	£0.00	£294.00	£350.00
Courts: Equipment-Repair/Maint.	£0.00	£0.00	£1,000.00	£0.00	£350.00	£350.00	£500.00
Courts: Surface - Repair	£1,500.00	£0.00	£500.00	£0.00	£500.00	£500.00	£500.00
Courts: Surface Clean Chemicals	£100.00	£341.00	£365.00	£0.00	£500.00	£500.00	£500.00
Courts: Property Maintain/Replace	£1,500.00	£695.00	£675.00	£0.00	£500.00	£500.00	£500.00
Bowls Green: Repairs/Maintenance	£222.00	£100.00	£200.00	£0.00	£150.00	£150.00	£200.00
Bowls Green: Materials	£1,908.00	£1,486.00	£2,445.00	£1,258.00	£500.00	£1,758.00	£2,200.00

Rose Renewal	£420.00	£0.00	£100.00	£0.00	£50.00	£50.00	£400.00
War Memorial	£473.00	£0.00	£300.00	£0.00	£200.00	£200.00	£350.00
	£84,714.00	£95,929.00	£85,859.00	£20,807.00	£62,201.00	£82,508.00	£91,108.00