

KETTERING TOWN COUNCIL

REPORT FOR DECISION

Item No:- 2024/044

Committee:-	Council
Date:-	23 rd October 2024
Author:-	Martin Hammond, Town Clerk
Report Title:-	Kettering Allotments Lease
Wards Affected:-	Brambleside, Avondale-Grange, Pipers Hill, William Knibb

1. Purpose of Report

To agree a new lease with the Kettering Allotment Association for the occupation and management of the four allotments sites they currently run.

2. Recommendations

Council is recommended to agree the attached draft lease.

3. Information

3.1 The Kettering Allotment Association (KAA) occupy and manage four of the five allotment sites in this Council's ownership namely

- Margaret Rd
- Northfield Avenue
- Scott Rd (also known as Silveracre)
- Windmill Ave

3.2. The fifth allotment site at Whiteford Drive is leased to South End Allotment Association and their lease was entered into on 24th October 2022.

3.3. The current leases entered into with the KAA by Kettering Borough Council have or are about to expire, and negotiations with the Association have been undertaken to update and streamline the four separate leases into a single document. The new document relies on the format used for the South End Allotment lease as its model, so is significantly different in style from the leases now expiring.

- 3.4 The new draft, combined, lease is attached as Appendix A to the report, and at Appendix B are maps of the four sites. The text in red shows the main changes of substance from their earlier version(s). The text as set out has been agreed by the Association.
- 3.5. The main changes in substance within the lease are -
- greater restrictions on the keeping of poultry, which can cause nuisance to other allotment holders and neighbouring residents
 - removal of restrictions on bee keeping
 - the exclusion of the former small holding at the Scott Rd/Silveracre allotments from the coverage and general requirements of the lease, until such time as this land is brought into use as allotments. This land was partially cleared by NNC on the handover of the allotments to KTC, but remains significantly overgrown and cannot currently be used for cultivation, although the aspiration is to do so over time. It does however serve a useful purpose as a defensive boundary to the adjacent footpath and for its bio-diversity benefits, so the KAA is not unhappy to reference the site in the lease, even though it was not previously leased to them and remains outside of it now.

4. Consultation and Engagement

The leases were drawn up and developed in conjunction with the Kettering Allotment Association, who took advice from the national allotment society.

5. Finance, Legal and Resource Implications

- 5.1. The proposed lease is for a term of twelve years starting 1st April 2025, for an annual rent of £1300 which will increase by 2% a year thereafter.
- 5.2. The current rents add up to £1090 per annum and are not index linked or subject to any uplift. The current rents are set out by allotment site, but there was no obvious consistency or clarity about how they had been arrived at, so a single global rent is now proposed, instead of four separate ones.
- 5.3. The end date of 2037 brings this lease into line with the South End Allotment lease.

6. Climate change implications

Allotments make an important contribution to local sustainability, and the rent has been set to give stability to the allotment association and therefore to plot holders, to use their plots with confidence, to grow food and plants. The removal of any restrictions on bee keeping supports pollination.

7. Policy Implications

Extracts from the Council's corporate plan include

The Council will, within its own remit, strive to protect, restore and enhance our local biodiversity and the natural world that surrounds us and of which we are all a part, and will strive to take the most sustainable approach to the design and delivery of its own services “

In supporting and investing in the allotments leased from the Council, the Council is encouraging and enabling more people to gain benefit for growing their own food and plants and taking exercise. In 2024, the Council will sponsor seed and plant exchanges and work with the Kettering Allotment Society and with Groundwork Trust in doing so.

Ownership of five allotment sites throughout Kettering, with nearly 500 allotment plots in total. The Council will engage with the allotment societies which manage them, review the condition of the sites, and explore how it can support the creation of new allotment plots to meet rising demand.

Background Papers

Email and document exchanges with the KAA
October 2022 report to Council

15.9.24

APPENDIX A TERMS OF THE LEASE

DATED **xxxx** 2024

KETTERING TOWN COUNCIL
AND
THE TRUSTEES OF KETTERING ALLOTMENTS ASSOCIATION

LE A S E

OF
LAND AT SILVERACRE ALLOTMENTS, OFF SCOTT RD, KETTERING
ALLOTMENT LAND AT MARGARET RD, KETTERING
ALLOTMENT LAND AT NORTHFIELD AVENUE, KETTERING
ALLOTMENT LAND AT WINDMILL AVE, KETTERING

10 Headlands
Kettering
NN15 7HP

This lease is made **the day of (date)**

Between Kettering Town Council in the county of Northamptonshire (hereinafter called “the Council”) which expression shall, where the context so admits, include its successors and assigns (1) and

Russell Attwood (address)

and

Michael Thurland (address)

Hereinafter called “the trustees”, which expression shall include the Trustees for the time being of the Association hereinafter mentioned (2)

WHEREAS

- (1) The Trustees are the trustees of the Kettering Allotments Association (hereinafter called “the Association”) which Association has authorised the Trustees to enter into this lease
- (2) The Council is the owner of the land shown, for the purposes of identification only, on the plans annexed hereto and thereon edged in red and has agreed to let the said parcels of land to the Trustees upon the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows

1. **THE Council hereby demises unto the Trustees ALL THAT land situated at the following locations in Kettering, Northamptonshire and shown for identification on the plan annexed hereunto and thereon edged red EXCEPTING AND RESERVING unto the Council as hereinafter TO HOLD the said demised property unto the Trustees from and including 1st April 2025 for a term of twelve (12) years subject to the covenants, terms and conditions hereinafter contained, paying therefore a combined yearly rent of thirteen hundred pounds, (£1300) which shall increase by 2% each year on the anniversary of the lease's commencement.**
2. **The lease will endure from one year to another and will be reviewed for onward renewal not less than 18 months before its expiry in April 2037.**
3. **THIS** demise is subject to the following exceptions and reservations in favour of the Council, that is to say :-
 - a. All mines, minerals, stone, gravel, and sand, with right of entry to get and work the same, making reasonable compensation for all damage done
 - b. All timber and other trees, bollards and saplings with the right to enter, mark, cut and carry away the same, making reasonable compensation for all damage done
 - c. A right of entry on the demised property to replace or maintain bridges and boundary fences, hedges and trees for which the Council is responsible
 - d. A right of entry upon the demised property for the purpose of laying, maintaining, inspecting or repairing any services (whether for the benefit of the Council or not) laid or within the term hereby created to be laid, giving reasonable notice of such entry and upon making good any damage hereby



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occasioned or upon compensating any member of the Association for the loss of any crop due to the exercise of the right hereby reserved

- e. A right of entry to plant trees, upon those parts of the demised property not in use as allotments, subject to the agreement of the Association as to the species and location of that which is planted and the timing of the planting, such agreement not to be unreasonably withheld.

4. THE Trustees for themselves and their successors in title hereby covenant with the Council as follows:-

- a. To pay the rent hereby reserved annually in advance of 1st August in each year and all rates, taxes and outgoings imposed or charged upon the demised property or upon the owner or occupier in respect thereof
- b. Not to use the allotments for the purpose of any trade or business, or market garden, except for the distribution of seeds, fertilisers, tools etc to its members, or plot holders, or, with the agreement of the Town Council, members of the public
- c. To cleanse any ditches, drains and culverts, provided that the Council will be responsible for any necessary dredging thereof.
- d. To cultivate, keep and manage the demised property, or cause the same to be cultivated, kept and managed in a good and husbandlike manner, and to use and permit the same to be used for allotments only and not to injure or deteriorate the said land or permit the same to be injured or deteriorated and to leave the same, on the termination of the term hereby created, in good heart and condition excepting the land covered in clause (e) below
- e. To carry out repairs and maintenance from time to time required in respect of the demised property, excluding those items which fall to the Council to maintain, and in respect of all internal fences, hedges and gates, buildings, standpipes and fixtures thereon.
- f. To preserve all timber and trees and not to cut, lop, top, drive nails into or otherwise injure or permit to be cut or injure in any way any timber of trees, save for the need to remove or lop dead or fallen branches or trees, and to take action in an emergency where a tree or part thereof presents an imminent risk to safety or property, provided always that the Council should be advised within one week that such emergency work has been completed.
- g. Not, without the written consent of the Council, to underlet, assign or part with the possession of the demised property, or any part thereof, except by way of sub-lettings to members of the Association for the purpose of allotments
- h. Not to sell or take away or permit to be sold or taken away from the demised property, any turf, loam or soil,
- i. Not, without the written consent of the Council as aforesaid, to erect or allow to be erected any new building on the demised property PROVIDED that the Council shall not unreasonably refuse consent to the erection of temporary buildings not exceeding 3 metres in length, 2.5 metres in width and 2.5 metres in height.



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- j. Not to cause or permit any obstruction or encroachment on any path or roadway on the demised property and in particular not to deposit or permit to be deposited any accumulations of refuse on any part of the demised property.
 - k. Not to bring or permit to cause to be brought onto the demised property any dog unless the dog is held on a leash.
 - l. Not to keep or permit to be kept any animals or livestock of any kind on the demised property, **except in respect of bees.**
 - m. **to ensure that no new poultry are kept on any allotment and that those already in place at the time this lease is signed are kept in such locations so as to prevent noise nuisance for adjacent residents.**
 - n. To manage the allotments on a day to day basis and to let individual plots to the members of the association according to the Association's rules, to maintain a list of potential allotment holders and to give notice to allotment holders which have not complied with the Association's rules or not paid their rent.
 - o. To keep the Council indemnified from and against all expense, loss and claims arising directly or indirectly from any breach of covenant on the part of the Trustees herein contained or from their use of the demised property or arising from any act, neglect or default by the Trustees or by their servants or agents, or by any persons upon the demised property with the actual or implied authority of any of them.
5. **In respect of the land hatched in red on the Silveracre allotment site, this shall sit outside the leased area, but the Association will ensure that its boundaries with the cultivated area of the allotments are maintained and kept tidy , having regard to the need to maintain and improve bio-diversity and to encourage wildlife and a mix of vegetation on the land, with a view to the land being brought into cultivation in the longer term.**
6. THE Council hereby covenants with the Trustees as follows:-
- a. That the Trustees paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on their part contained and subject to the provisions of clauses 5 and 9 shall peaceably hold and enjoy the demised properties during the said term without any interruption by the Council or any person rightfully claiming under or in trust for the Council.
7. PROVIDED ALWAYS and it is expressly agreed as follows:-
- a. The Council shall have power to re-enter and determine the demise on the grounds set out in section 6 below
 - b. Any officer or agent of the Council shall be entitled at any time , when so directed by the Council or its clerk, to enter and inspect the demised property or any allotment garden thereon.
8. DETERMINATION OF THE TENANCY
This agreement may be determined by



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- a. Either the Council or the Tenant giving to the other twelve months notice in writing, expiring on or before the 6th April or on or after 29th September in any year
- b. By re-entry by the Council **may** any time after giving three months previous notice in writing to the Tenant on account of any parcel or part of any parcel of land being required
 - i. For any purpose, not being the use of the same for agriculture, for which it has been appropriated under any statutory provision
 - ii. For building, excavating or any other industrial purpose or for roads, sewers and telecommunications purposes necessary in connection with any of these purposes
- c. By re-entry by the Council at any time giving one month's previous notice in **writing** to the Tenant:-
 - i. If the rent or any part thereof is in arrear for not less than forty days, whether legally demanded or not or
 - ii. It appears to the Council that the Tenant or any one or more of the Tenant Association members, not less than three months after the commencement of the Agreement have not duly observed the conditions contained therein.

9. LIMITATION OF LIABILITY OF THE TENANT

- a. No liability is to attach to any person named as one of the Trustees in respect of any breach of the Tenant's obligations or any breach which occurs at any time after they cease to act as a trustee of the Kettering Allotments Association.
- b. The liability of the Trustees for the time being **in** respect of any breach of any of the Tenants' obligations is to be limited in amount to the net assets of **Kettering Allotments Association** and nothing contained in this lease entitles the Landlord to pursue, exercise or enforce any right or remedy in respect of any breach of any of the Tenant's obligations against the personal estate, property, effects or assets of any of the Trustees.
- c. The parties hereby declare that there is no separate agreement or lease to which this lease gives effect.

SIGNED

On behalf of the Kettering Town Council, and as authorised by the Council at a meeting held on 23rd October 2024

Martin Hammond, Town Clerk

Date



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TOWN COUNCIL

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On behalf of the Kettering Allotment Association:-

Name _____

Signature _____

Date _____

And

Name _____

Signature _____

Date _____