

24/06/2017

Steyning Parish Council

Page 3

11:00 Detailed Income & Expenditure by Budget Heading 30/06/2017

Month No: 1

Committee Report

up to 23.6.17

Amenities Ctee201 Highways & Lighting

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
1001 HDC Cleaning Grant	0	0	19,180	19,180			0.0%
Highways & Lighting :- Income	0	0	19,180	19,180			0.0%
4200 Street Light Energy	0	0	530	530		530	0.0%
4201 Street Light Maintenance	0	0	1,750	1,750		1,750	0.0%
4202 Lamp Post Testing	0	0	100	100		100	0.0%
4210 Road Sweeping	3,366	3,366	16,528	13,162		13,162	20.4%
4211 Town Improvements	0	0	1,000	1,000		1,000	0.0%
4252 Electricity	(28)	(28)	0	28		28	0.0%
4256 Repairs, pdh, consumables	279	279	0	(279)		(279)	0.0%
4259 Grit	0	0	600	600		600	0.0%
4260 Pressure wash High St	0	0	700	700		700	0.0%
Highways & Lighting :- Indirect Expenditure	3,617	3,617	21,208	17,591	0	17,591	17.1%
Movement to/(from) Gen Reserve	(3,617)	(3,617)					

301 Playing Fields

1003 Clubs Lease Rentals	1,904	1,904	0	(1,904)			0.0%
1004 Reimbursed Charges & donations	0	0	500	500			0.0%
Playing Fields :- Income	1,904	1,904	500	(1,404)			380.8%
4000 Salaries	(0)	(0)	0	0		0	0.0%
4310 Grounds Maintenance	0	0	10,000	10,000		10,000	0.0%
4312 Waste Removal	0	0	850	850		850	0.0%
4320 Play Equipment Inspections	288	288	970	682		682	29.7%
4341 Repairs & Tree works	226	226	2,000	1,774		1,774	11.3%
4352 Litter and Bins	0	0	3,023	3,023		3,023	0.0%
4360 Allotment Maintenance	0	0	3,200	3,200		3,200	0.0%
4401 Trade Waste	395	395	0	(395)		(395)	0.0%
Playing Fields :- Indirect Expenditure	909	909	20,043	19,134	0	19,134	4.5%
Movement to/(from) Gen Reserve	995	995					

302 Allotments

1005 Allotment Rents	0	0	3,600	3,600			0.0%
Allotments :- Income	0	0	3,600	3,600			0.0%
4253 Water Charges	68	68	550	482		482	12.4%
4341 Repairs & Tree works	134	134	0	(134)		(134)	0.0%
Allotments :- Indirect Expenditure	202	202	550	348	0	348	36.8%
Movement to/(from) Gen Reserve	(202)	(202)					

Continued over page

24/06/2017

Steyning Parish Council

Page 4

11:00 Detailed Income & Expenditure by Budget Heading 30/06/2017

Month No: 1

Committee Report

up to 23.6.17

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
Amenities Cttee :- Income	1,904	1,904	23,280	21,376			8.2%
Expenditure	4,728	4,728	41,801	37,073	0	37,073	11.3%
Movement to/(from) Gen Reserve	(2,824)	(2,824)					

Continued over page

Clerk - Steyning Parish Council

From: 06 July 2017 18:28
Sent:
To:
Cc:
Subject: Parish Heritage/Blue Plaques

To: Parish Clerk

We have fascinating heritage in our Parish, you know that, some of our parishioners know it, but many people who have moved in over the last 20 years will not, and to be honest those who are busy, out there earning a living, will also probably be unaware. Yet our heritage is what makes our Parish great and why people want to live here. Back in 2000 as part of the Millennium, Horsham Museum applied for and was successful in erecting a number of heritage plaque/s, some of them being in our parish. The feedback from the public has been positive, but we know there is a lot more that could be done. So we are asking you to ask your Parish Council and/or other local parish groups and societies that you think may be interested, to consider nominating another site(s) for a plaque, telling everyone something even more about our Parish's special heritage. Within our area we have plaques sited within Steyning, Bramber, Ashurst & Wiston. Please note groups already copied in within this email are: Steyning Business Chamber; Steyning Society; Steyning Museum; Bramber PC; Upper Beeding PC; Wiston PC; Ashurst f and St. Marys House.

Last year at a meeting of the Horsham Rural Town Community Partnerships Forum, it was proposed and agreed that an updated and extended version of the Heritage Trail around the Horsham District - that would also be web friendly - would be a benefit to our area. The Partnerships approached the HDC Horsham Museum & Art Gallery for their assistance, and they agreed to help the Partnerships with applying for funding and assisting with managing the process. However the aim is to make it district wide, so we are asking all Parishes to get involved by nominating places/subject.

Note it is not top down, but bottom up, so we would need the source of any new suggestion to carry out the research on the person/place/event that is being newly marked, and once the plaque is erected, to undertake good housekeeping of the sign. Both the last two elements are key to grant funding - we have to show community involvement and in the current climate without such funding the scheme is not possible.

Should you be interested in this project, please email us with the suggested new site/s and subject based on the criteria listed below. We need to have all new ideas put forward by 9th August 2017, as our aim is to have any new plaques in place by 2019 at the latest, together with an associated website and other exciting developments that will make the heritage of our Parishes available to all. Should you not be interested, please can you also let us know, so that we do not contact you further.

Criteria for Plaques:

- It needs to be next to something that can be seen, or worthy of attracting people to the area.
- It has to be more than local interest.

For example:

The fact that Mrs Blogs lived in the house is not significant, but the axe murderer Mrs Blogs would fit the bill.

- Ideally it should have a story to tell, something to engage people, rather than: "This house is the oldest in the Town".
- The final consideration is public safety - and accessibility - for example, Knepp Castle ruin does not have a plaque because the public cannot stop safely on the A24 to read it.

Yours faithfully,

Steyning & District Community Partnership

18th July 2017

Car parking Manager)

Re: Rural car park charging scheme in Steyning

The Parish Council has just received your email of today's date and we are delighted to learn that following representations made to you by the Steyning & District Community Partnership and the Chamber of Trade you are now willing to accept changes to the scheme as administered at present.

At full Council last evening, the Parish Council unanimously agreed that we wish to request the following changes to the car park charging scheme in Steyning:

1. All car park machines to accept payment in both coin and by debit/credit cards (Now accepted by yourself)
2. The amount of time allowed for the payment of £1.50 to be increased to four hours (from the present limit of three hours) in both Fletchers Croft and Newman's Garden car parks. This would bring us in line with the charges in other market towns (Again now accepted).
3. We request that the 'doubling up' arrangement, allowing those parking to purchase additional tickets to double the maximum permitted time, should be properly signed so that it is clear.
4. At present we would wish the current arrangements in the High Street car park to remain unchanged so that further consideration can be given to the best solution there by all interested parties. Although we wish to promote churn in this car park, we also need to offer value for money as this car park is most visible and therefore often used by visitors to the town. If the maximum time was reduced to one hour but with doubling up available, then visitors would be paying £1.50 for only two hours' parking, compared with £1.50 for four hours in other town car parks.
5. We also wish further consideration to be given to the suggestion of half an hour free parking and to discuss how this could be enforced. We understand that our traders are willing to assist in promoting the sale of annual disks and indeed they have already produced a poster advertising the disks which is widely displayed in the town.
6. We also feel extra measures may be helpful to reduce the amount of on-street parking in residential streets near the town centre as this has become very burdensome for residents and would welcome further discussion on this, and to consider the possibility of issuing slightly more annual season tickets.

Yours sincerely

John

John Fullbrook

Clerk to Steyning Parish Council

1 Eastern boundary. Forms boundary with the MPF. Comprised mostly of old Perry Pear trees.

Status. The Perry Pear trees have been regularly cut to form a continuous hedge with covering ivy. Height has been reduced twice in the last 18 months. It is now 4.5m high. (from 5m-6.5m). The allotments face was cut in Spring 2017, the MPF face was last cut in Autumn 2016. Good wildlife habitat. (incl birds, butterflies, dragonflies). Dense area of overgrown scrub/trees on MPF side between the Community Orchard and tarmac strip. Probable qualification as "Important Hedge" under Hedgerow Regs.

A TPO request for the Perry Pear trees has been declined by HDC earlier this month. (June 2017)

Discussion

- how best to achieve balance between:-
- 1. Allotmenters' desire for a reasonable height hedge, and for a boundary to deter humans and animals (mainly badgers?)
- 2. Protecting an historic boundary containing rare Perry Pear trees that also has important visual and conservation value.
- 'tidy up' MPF side of the hedge adjacent to and to the south of the tarmac strip? Would make future management of the hedge much simpler.
- 3. Possible planting of suitable trees/shrubs in the 3 gaps which have appeared for the first time since the trimming of the hedge in early Spring of this year. It's important that the vista towards the Downs is not interrupted with views through to the sheds in the allotment.

2. Western boundary. Existing hedge on boundary with Spackman's large field.

Status. Mixed species hedge, some large trees, some gaps, no management carried out in last 10 years. Good wildlife habitat. Some plot holders trim back overgrowth periodically. Access difficult. Main entry point for deer.

Discussion.

- 3 large trees (2 Sycamore, 1 Field Maple) casting shadow on at least 8 plots after midday. Trees not yet reached maturity, so will continue to get bigger. Schedule tree surgery on them? When, how much, cost, access, ownership?
- the many gaps could be infilled with new hedge planting.
- how to manage height and spread

3. Southern boundary. New Fence. Back of houses on Newham Rd. Abutting narrow footpath.

Status. Unable to plant new hedging plants this March, due to proximity of underground electricity cables running under the footpath to and from the substation in the corner of the allotments. Need permission to dig holes here.

Discussion.

- Do we need a new hedge here? If yes, what/when to plant. If no, the bindweed/nettles etc will need cutting back once a year.

4. Northern boundary. Adjacent to track to Spring Meadow Farm. New fence. New hedge planted March 2017. (280 plants. hawthorn, hazel, field maple, hornbeam, spindle, crab apple, mountain ash, dog rose, guelder rose, dogwood)

Status. New hedging plants establishing well. Being watered and weeded by :

Discussion.

- as it grows, it will need managing. Hand trimming will be best for first few years. Then annual trim by machine to keep it to the height of fence.

General.

- need a full survey and status of the plant/tree species in the east and west hedges.
- need more data about wildlife using these hedges. Arrange surveys of birds, bats etc soon.
- Try to identify the Perry Pear varieties this September. (but most of the blossom was cut off this year - so may be little fruit)
- Discuss relocation of chippings from Rublees hedge to the allotments. Not the Community Orchards stock.

Aim for a cutting/planting management plan to be agreed by end of September 2017.

Health and safety policy – risk assessment for Memorial Playing Field

ITEM

10.2

This is the statement of general policy and arrangements for:

Overall and final responsibility for health and safety is that of:

Day-to-day responsibility for ensuring this policy is put into practice is delegated to:

Memorial Playing Field (MPF)
Steyning Parish Council
The Clerk Tel: 01903 812042

Statement of general policy	Responsibility of:	Action / Arrangements (Customise to meet your own situation)
To prevent accidents and injury and provide adequate control of health and safety risks arising from organised leisure/sport activities on the MPF	Event organiser/leader/contractor/club	a first aider will be allocated
To ensure that organisers/leaders of events assess the risks of putting on their event on the MPF and that all volunteers/marshalls are provided with adequate instruction to ensure they are competent to provide a safe environment	Event organiser/leader	a team meeting will be held before the event to go through safety protocol and fire instructions
To implement emergency procedures - evacuation in case of fire, explosion or other significant incident.	Event organiser/leader	" a member will be allocated
To maintain safe and healthy conditions for whatever sport or leisure activity is being planned, provide and maintain plant, equipment and machinery, and ensure safe storage / use of substances	Event organiser/leader	"
To ensure that all equipment, machinery or, plant used on the MPF has been maintained to acceptable standards to safeguard users and members of the public	Event organiser/leader	"
Any use of hazardous fuels must be notified to the council at the time of booking an event	Event organiser/leader	we will not be using hazardous fuels
Any accident howsoever caused should be notified to the council at the earliest opportunity	Event organiser/leader	a member will be allocated

First-aid box and accident book are located: *	Behind the bar in cricket club.		
*Event organiser/leader to indicate where the first aid box and accident book will be located during the event			
Signed:		Date: 6/7/17	
Subject to review, monitoring and revision by:	Clerk/Chairman or, Vice-Chairman	Every: 12	months or sooner if work activity changes

Produced and published by: Steyning Parish Council, Steyning Centre, Steyning Croft, Steyning, BN44 3ZX



ITEM 10.5/6

Clerk to the Parish Council
Steyning Parish Council
Steyning Centre
Church Street
STEYNING
BN44 3XZ

01903 812042
spcclerk@btconnect.com

12th July 2017

Ref 6216 ~ Quotation for tree work required at Memorial Playing Field

Dear Sirs

Please find below details of the tree surgery work required:

Price 1

G1 group of mixed shrubs, bramble and Walnut tree overhanging parking area adjacent to Memorial Garden:

- Prune overhang back to fence line

Waste material:

- Chip and clear all rubbish generated

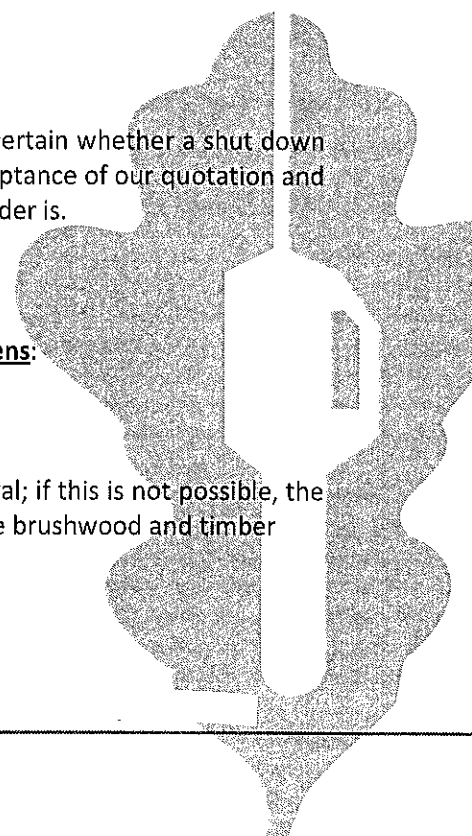
Sub-total: £275.00
Vat @ 20% £ 55.00
Total: £330.00

The above work will require a site visit from your electricity company to ascertain whether a shut down or shrouding is required for safe working. We can arrange this on your acceptance of our quotation and there is usually no cost for this service; we will need to know who your provider is.

Price 2 – Chip and Clear All Rubbish

Sycamore x 2 along the southern fence line of the Rublees Allotment Gardens:

- Sectional fell
- Leave low stumps
- Access will be needed into the neighbouring field to facilitate the removal; if this is not possible, the price will need to be reviewed due to the increased 'drag' distance of the brushwood and timber





Waste material:

- Chip and clear all rubbish generated

Sub-total: £683.33

Vat @ 20% £136.67

Total: £820.00

Price 2a – Leave All Rubbish Generated On Site

Sycamore x 2 along the southern fence line of the Rublees Allotment Gardens:

- Sectional fell
- Leave low stumps
- Access will be needed into the neighbouring field to facilitate the removal; if this is not possible, the price will need to be reviewed due to the increased 'drag' distance of the brushwood and timber

Waste material:

- Leave all rubbish on site
 - Log stacked at base of trees
 - Chip in pile
 - To be left in a site accessible for a non 4x4 Ford Transit

Sub-total: £640.00

Vat @ 20% £128.00

Total: £768.00

Price 3

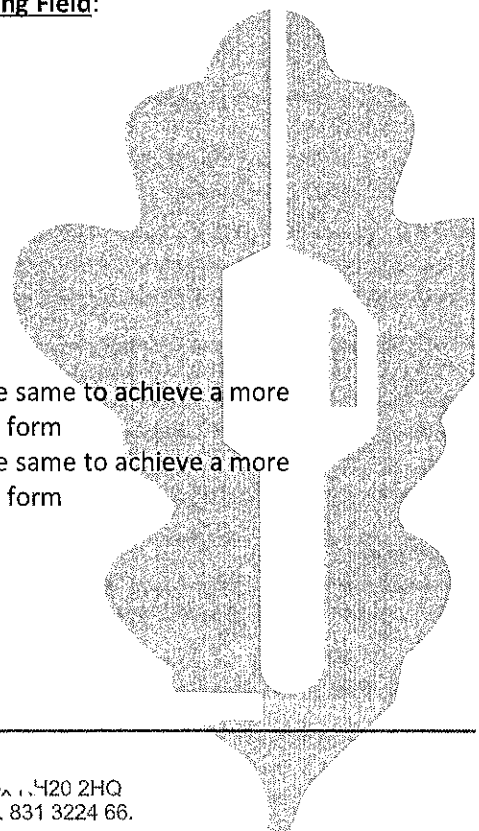
T41 Hornbeam along the northern boundary line within the Memorial Playing Field:

- Reduce apical and lateral spread by a maximum of 1.5m

- Current height 13.0m
- Finished height 11.5m

	<u>Current branch length</u>	<u>Finished branch length</u>
North	6.5m	5.0m
East	6.0m	5.0m
South	4.5m	4.5m – to remain the same to achieve a more symmetrical form
West	4.0m	4.0m – to remain the same to achieve a more symmetrical form

- Prune overhang back to field side of the boundary wall



- Crown thin by 20% the thicker areas to achieve a more even crown density leaving a maximum wound diameter of 25mm
- Remove deadwood over 15mm in diameter
- All pruning will comply with BS3998:2010 Tree Work – Recommendations; where it is likely that the standard will not be met, every attempt will be made to work as close to the standard as possible

Waste material:

- Chip and clear all rubbish generated

Sub-total: £765.00
 Vat @ 20% £153.00
Total: £918.00

Price 4

T40 Sycamore along the northern boundary line within the Memorial Playing Field:

- Shorten the longest apical growth by a maximum of 1.5m – the lower central section can be left to act as the new height

- Current height 13.0m
- Finished height 11.5m

	<u>Current branch length</u>	<u>Finished branch length</u>
North	6.5m	5.0m
East	3.5m	3.5m – to remain the same to achieve a more symmetrical form
South	4.0m	4.5m – to remain the same to achieve a more symmetrical form
West	4.5m	4.5m – to remain the same to achieve a more symmetrical form

- Thin inner crown where applicable to provide a more even crown density
- Remove deadwood over 15mm in diameter
- All pruning will comply with BS3998:2010 Tree Work – Recommendations; where it is likely that the standard will not be met, every attempt will be made to work as close to the standard as possible

Waste material:

- Chip and clear all rubbish generated

Sub-total: £275.00
 Vat @ 20% £ 55.00
Total: £330.00



We will also need to check that there are no Tree Preservation Orders (TPO) or Conservation Area (CA) constraints on these trees before work can commence.

Regarding the issues relating to T31 Sycamore south of the bowling green – the issue of leaf fall is deemed as a seasonal inconvenience and further pruning will only result in more leaf to form and as such increase the leaf material that falls into the gutters during the autumn. If this is an issue then I would recommend a gutter brush is inserted into the gutter thus stopping leaves whilst allowing rainfall to pass through.

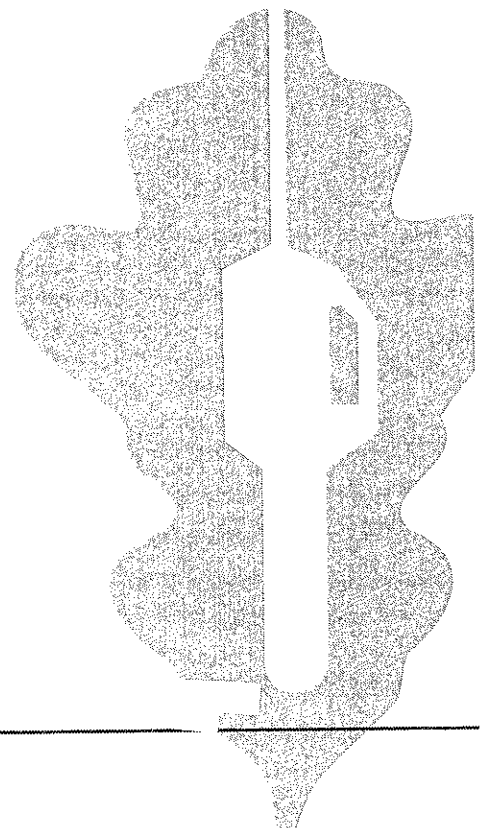
Increased levels of pruning will also result in larger wounds being generated; these will increase the risk of pathogen colonisation which could lead to a health and safety issues in the future.

Please make sure that the above specification is correct for your needs, and that you fully understand the terms and descriptions of work. Please also take time to read the company terms and conditions. If you would like any clarification please call or email, as changing the specification on the day we complete the work is not ideal for you or us.

If you have any queries please do not hesitate in contacting me either on the office number or by email

Yours sincerely

- - - - -



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Bowls England
and
Sussex County
Bowls



Founded 1933

Memorial
Playing Fields
Mill Road
Steypning

ITEM 10.5

J Fulbrook Esq.,
The Clerk to the Steypning Parish Council,
The Steypning Centre,
Fletchers Croft,
Steypning,
Sussex, BN44 3XZ

7th July 2017

Dear Mr Fulbrook,

Sycamore Tree

At a meeting with members of your Amenities Committees held at our Club on Wednesday, discussion included the recent lopping of the tree overhanging the rear of our premises.

This topic has been ongoing for some long time, certainly since April 2015 but your committee requested clarification on the quantum of the tree to be removed.

At a meeting of the Playing Field Committee on 20th September 2016 (copy attached) it was agreed to seek quotes for the removal of 1/3rd from the crown of the tree and to remove some of the lower branches. The work was approved on 20th December 2016 (copy Attached).

All subsequent discussions with your predecessors and there were many, centred on this figure and indeed when I met to the contractor a week before the work was done, he referred to it again. So, there can be little doubt of it.

In the event only about 15-20 % of the tree was removed. It is difficult to be precise, but certainly it was nowhere close to the 1/3rd!! Also only a small number of the lower branches were removed leaving many still causing a problem.

The purpose of this letter is therefore to make your committee aware of the original terms of reference/authority and then to give you a short precise of the background. The tree has been a problem for some years, since in the autumn, it sheds large quantities of leaves and more importantly seeds over our Green Clubhouse.

Yours sincerely,

Secretary
Steypning Bowling Club

Extract from the draft minutes of the Playing Fields Committee Meeting held on 20th September 2016

- 55.8 Steyning Bowling Club tree query - In an attempt to try and preserve the tree as much as possible and with (**
proposed and / seconded that the Steyning Bowling Club
be asked to obtain 3 quotes from approved contractors to reduce
the crown by a third and look again in 3 year's time. Agreed. Clerk to
advise.

Extract from the draft minutes of the Playing Fields Committee Meeting held on 20th December 2016

98.5

seconded that subject to discussion
with Simon Zec re the branches overhanging the garage, permission be granted
to reduce the height of the Sycamore tree r/o the Bowling club and take out
lower limbs and to use the quote provided ' - - is the contractor.
Agreed

Clerk

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Bowls



Founded 1933

ITEM 10.4

Memorial
Playing Fields
Mill Road
Steypning

Home
E mail

J Fulbrook Esq.,
The Clerk to the Steypning Parish Council,
The Steypning Centre,
Fletchers Croft,
Steypning,
Sussex, BN44 3XZ.

1st July 2017

Dear Mr Fulbrook,

Congratulations on your appointment and I hope that you have a long and illustrious tenure as our Parish Clerk.

Our annual Charity Match against the Sussex County VPs Bowling team will be taking place on Friday 4th August and I am writing through you once again to request permission from your Amenities Committee for the use of a small area in the PMF adjacent to our ground as a parking facility for approx 20 cars during that afternoon (approx 1pm to 6pm). This year, the imposition by Horsham of parking charges in the public car parks in town has put additional pressure on street parking availability, particularly in Mill Road which already suffers due to its use as the staff car park for SME, as well as the proximity to other sports clubs using the MPF.

In the 20 years that we have been holding this event, we have raised over £11,500 for local charities (in each of the last 2 years over £750 for The Vera Lynn Trust and last year Sussex Search & Rescue). This year our Charity is SERV (Service for Emergency Runner Volunteers) Sussex and an article about them from the local paper is attached for information.

As always, we remain aware of the sensitivities of this usage over the last 3/4 years, but your Committee was kind enough to accede to our request last year and the facility was controlled and monitored strictly in accordance with your requirements as it had always been in the "good old days", without, I believe, adverse comment. I would hope that this demonstrated our continued responsible approach to the use of this facility. This is a very popular event with the Sussex County VPs, who always enjoy coming to Steypning and who (with their wives and supporters) generously support our Charity Day. It is a high profile match for our Club and which we believe reflects very well upon the town, in that our Council is able to accommodate visitors in this way. Certainly it is well appreciated.

Therefore with some renewed hope, we again request through you, approval on our behalf from our Council for the parking facility and look forward to your positive reply in due course.

Yours sincerely,

Steypning Bowling Club

Dear Allotment Holder

I'm so pleased that you will be able to enjoy our facility for another year and may all your allotment produce be healthy and plentiful

Please find enclosed your invoice notification for 2017/18, new padlock security code for the entrance gates and email address request.

Hopefully you have received the new tenancy agreement and if you are yet to reply then please do so as soon as possible. I hope you find the terms and conditions equitable and fair, and I'm sure you will note with interest all items therein, but could I also draw your attention in particular to items 7(f), 7(i), 19 and 20. I refer to these items because they relate to the most frequently asked questions from both existing and potential Allotment holders.

Many thanks for your attention and kind regards

John

John Fullbrook
Clerk to Steyning Parish Council

STEYNING PARISH COUNCIL ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT made on the 1ST September 2017 between Steyning Parish Council

Of: Fletchers Croft, Steyning BN44 3XZ ('the Council')

And

Of (the tenant')

concerning the use of an Allotment Garden known as Allotment Garden No:.....("the Allotment Garden") in the Rublees allotments ("the Site").

by which it is agreed that:

General Conditions:

- (i) *Steyning Parish Council is hereinafter referred to as "the Council" and includes any working party, committee of the Parish Council or any allotment managers appointed by the Parish Council under the Allotments Act 1908 to 1950 and the Local Government Act 1972*
- (ii) *The Allotment Gardens are in the South Downs National Park and tenants must be aware of the purposes of the SDNP which are:*
 - Purpose 1: To conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park area*
 - Purpose 2: To promote opportunities for the understanding, and enjoyment of the special qualities of the Park by the public.*
- (iii) *Tenants must ensure that those Allotment Gardens adjacent to hedgerows and trees do not interfere with the bio-diversity of the SDNP and that wherever practicable greater weight should be given to conservation of the natural environment particularly, between 1st March - 31st August eg: do not prune trees or cut hedges that may provide nesting sites for birds.*
- (iv) *'Cultivation' as referred to in these Terms and Conditions of Contract is defined as an area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or rotivate, mulch, prune, and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops.*
- (v) *The Council reserves the right to enter an Allotment Garden, with or without the consent of the tenant, to inspect its condition and may give the tenant notice of any breach of the*

tenant's obligations under the contract relating to the condition of the allotment. The tenant shall carry out all works necessary to remedy the breach within the time reasonably required by the Council (see (iv) above). Should the tenant fail to do so the Council shall remove/prune oversized trees and plants, cut down excessive and seeding weed growth or overgrown grass. Removal/pruning costs will be charged to the tenant and failure to pay will result in the tenancy being terminated.

(vi) From time to time these Conditions of Contract may be subject to change, to keep in line with new legislation and, or, policies, on reasonable notice from the Council.

(vii) The Council is responsible for the following:

- Keeping waiting lists, letting plots, rent collection, terminations and enforcement of rules.*
- Repairs to site perimeter fences, hedgerows, trees and gates where in the ownership of the Council, water infrastructure and, haulage ways.*
- Removal of rubbish that has been fly-tipped.*
- The cutting of the grass on the main central path.*

(viii) These Terms and Conditions are subject to the Allotments Act 1950

(ix) Tenancies may be taken out in the names of two people.

Allotment Association Membership

In order to promote greater ownership and responsibility on the site it is recommended that the tenant becomes a member of the Allotment Association.

CONDITIONS:

1. The Council shall let to the tenant the Allotment Garden situated at Rublees Allotments, Steyning and referenced as _____ in the Council's Allotment Register ('the Allotment Garden') outlined in red for identification purposes only on the plan attached.

2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1st September to 31st August each year unless determined in accordance with the terms of this tenancy.

3. The tenant shall pay a yearly rent of £ _____ whether demanded or not which shall be payable in full by 30th September for the ensuing year. Rents may be increased at any time and will be included in the annual tenancy invoice.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by (him/herself) and (his/her) family. Extended grass areas must be agreed in writing with the council. Any Allotment Garden that remains un-cropped or, un-planted during any one year shall be considered as non-cultivated.

5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

6. The tenant shall reside within the administrative area of the Parish of Steyning during the tenancy unless with prior agreement of the Council and shall notify the Council immediately of any change of address.

7. During the tenancy, the tenant shall :

- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
- b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
- c) not keep livestock, poultry or bees in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
- d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent; ensure that the tenant's dogs shall be kept on short leads, under control at all times and restricted to the tenant's own Allotment Garden;
- e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
- f) not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission (clauses 20 – 22 below refer), except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission;
- g) not fence the Allotment Garden without first obtaining the Council's written consent;
- h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
- i) trim and keep in decent order all hedges forming part of the Allotment Garden;
- j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- k) ensure that all trees, bushes and hedges do not exceed 2.5metres in height; not fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission; ensure that no new fruit trees are planted without the permission of the Council and that they must not be detrimental to the adjoining allotment holders and should be of dwarf rootstocks (M.27, M.9, M.26 or M106). All new trees must be planned thoughtfully before planting. Invasive plants such as Bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted.
- l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant (shaded brown for identification purposes only on the plan attached).

- o) not have more than one allotment except by prior agreement with the Council.
- p) not use sunken baths as ponds or for water storage as they are not permitted on health and safety grounds.
- q) not store hazardous materials on the allotment. Use of fuels and hazardous materials should be undertaken with caution and used with the correct safety equipment and with due regard for the health and safety of others.
- r) not use chainsaws or barbed wire without the consent of the Council
- s) only use the water taps that are located on the main pathway for the hand irrigation of allotments, including hosepipes, and for no other purpose. Hosepipes must not be left unattended and no sprinklers are permitted.
- t) not cause or permit any nuisance to other allotment holders, or residents of adjacent properties, nor light bonfires indiscriminately. Bonfires shall not be lit if the wind is likely to take smoke towards dwellings; must be attended at all times; must be damped and completely extinguished prior to the tenant leaving the plot
- u) not make any undue noise that may disturb neighbouring allotment holders eg: loud radios

8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice, on or before the 6th April or on or after the 29th September in any year.

11. 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 40 days or;
- b. the tenant undertakes no significant work (no less than 50% cultivation) to the Allotment Garden within the first 3 months of the tenancy or, has not observed the rules referred to in clause 8 or;
- c. the tenant lives outside the administrative area of the Parish of Steyning

12. 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 Allotment 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.

13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.

14. The tenancy may be terminated by the tenant by serving on the Council not less than 3 months' written notice to quit or; at any time within the first 3 months of the commencement of the tenancy in which case the council will return the remaining rental pro-rata and less a £10 administration fee.

15. On the termination of the tenancy, the tenant shall leave the Allotment Garden in a good and tidy condition and remove any shed, greenhouse or other building or structure erected in the Allotment Garden and any failure to do so will result in any costs incurred by the Council being charged to the tenant, unless the Council agrees otherwise which shall be confirmed in writing to the tenant.

16. 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.

17. The Council shall not be held liable for loss by accident, fire, theft or damage of any structure, tools, plants or contents on the tenant's allotment nor, injury to the person while working on or, visiting the allotments howsoever caused.

18. The tenant shall not use the Allotment Garden:

- (a) for any illegal purpose;
- (b) in a way that would vitiate the Landlord's insurance of the site; nor
- (c) in a manner that interferes with any right subject to which this agreement is granted.

ALLOTMENT GARDEN STRUCTURES

19. Any structure erected on an Allotment Garden used for storage must be for the tenant's personal use and only for materials used in the cultivation of the tenant's Allotment Garden and must not exceed a size of 3m x 2m x 2.13m high (9 x 6 x 7ft high) and shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with and blend with the natural environment ie: Brown or Green. Any poly-tunnel erected on an Allotment Garden must not exceed 3 x 2.4m (10 x 8ft) (with the exception of existing poly-tunnels as at 1st May 2014)".

20. All structures on the Allotment Garden must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Council is not satisfied with the state of the structure the tenant will be advised by the Council to repair it to its satisfaction or remove the structure within 6 months of instruction to do so. If the structure is not removed, the Council may remove it and charge the tenant the full cost of removal and disposal.

21. All sheds and other structures including decking and compost heaps must be sited 1.5 metres from the fence and/or, hedgerow to allow for maintenance of the fence and/or, hedgerow. At the request of the Council and giving 6 month's notice, any structure not 1.5 metres from the fence and/or hedgerow will be moved by the Council and charge the tenant the full cost of moving it and shall not be held liable for any damage or, destruction of the structure howsoever caused.

22 Tenants may not sleep in any structure on the Allotment Garden overnight nor anywhere on the allotments site.

VEHICLE ACCESS

23. Motor vehicles are allowed on the Allotment Gardens' site for deliveries/collections only but limited to and by way of the main access paths, except when ruts, or damage to the paths would occur due to soft (wet) ground conditions and without hindrance to other allotment holders. The cost of any damage howsoever caused by vehicles shall be met by the person responsible for the damage.

24. No motor vehicles may be parked blocking any access point or, parked overnight or deposited on the Allotment Garden or, site. Caravans, live-in vehicles, tents and other temporary structures, as well as overnight camping are not permitted on any Allotment Garden or, allotment land.

HEDGE MAINTENANCE AND FENCING

25. The Council retains the right to carry out any work it considers reasonably necessary, from time to time on the allotment site, on the maintenance of the trees and hedgerows that abut a boundary or, road or, vehicular haulage way and, to repair or, install replacement or, new fencing and gates on any boundary.

COMPLAINTS

26. Any disputes, damage or intimidation occurring at the allotment sites between allotment holders must be reported to, and dealt with by the Council. The Council's decision is final.

27. All complaints should be addressed to the Council at the address above for the attention of the Clerk.

Signed by

.....
The tenant
and

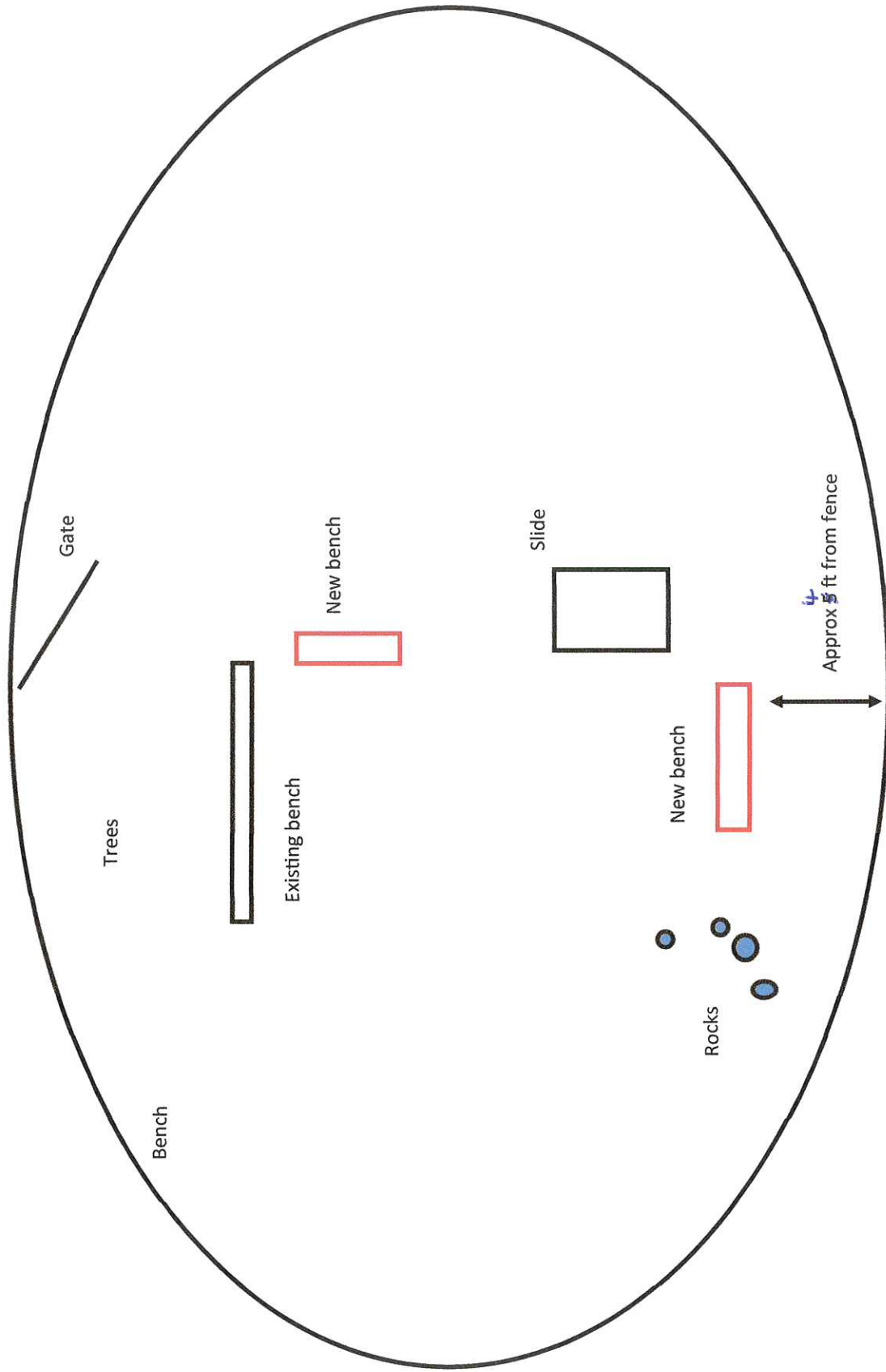
Clerk to Steyning Parish Council
For and on behalf of the Council

ITEM 7.23

[illegible]

ITEM 7.13

MPF Play Area— location of two relocated benches July 2017, not to scale



Clerk - Steyning Parish Council

From:
Sent: 04 July 2017 09:35
To:
Cc:
Subject: News from HDC re permitted size of buildings on allotments
Attachments: Letter from HDC re sheds 28.6.17.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Colleagues

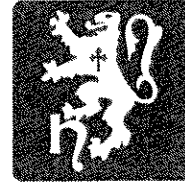
We have finally received written confirmation from HDC re planning permission for sheds and other structures, and you will see it is not very helpful.

My view is that SPC should continue to allow tenants to erect temporary buildings of the dimensions and colours etc as specified in the Allotment Agreement, but when we next write out to all allotment holders in early August we should enclose a copy of this advice from HDC and point out that there are technically no permitted development rights for sheds to be erected on allotments but HDC have advised us that it is unlikely they will take any enforcement action.

I would not want to contemplate SPC taking over the responsibility for erecting sheds on the allotments as it is more to maintain etc. If allotments holders want sheds they have the choice of taking a theoretical risk and doing so without planning permission, or of seeking planning permission for peace of mind. As landowners we do not have to allow new sheds/greenhouses etc up to 200 cu mt and 4 mt high even if they have planning permission as they would breach the allotment agreement.

This will of course be discussed at the next Amenities meeting.

Kind regards



**Horsham
District
Council**

Via email

Our ref: Allotment Sheds

Your ref:

Date: 28 June 2017

Dear [redacted]

I write following our recent conversations regarding the need for planning permission for individual sheds at the Rublees Allotments, Steyning.

As you are aware planning permission would not be required if the sheds were erected by either the District Council or the Parish Council, and I understand that the Parish have recently erected sheds on behalf of individual plot holders. This permitted development right is set out in Part 12, Class A of the Town & Country Planning (General Permitted Development) (England) Order 2015 (the GPDO), which permits any small ancillary building provided it does not exceed 4 metres in height or 200 cubic metres in capacity.

There is no permitted development right for the erection of sheds by individual plot holders. It is though entirely possible that sheds could be seen as temporary structures for which planning permission would not be required. It is a 'grey' area as to whether a structure is temporary and would not therefore require planning permission. The three main issues to be considered are whether the structure's size is such that it would normally have to be built on site rather than be brought in ready-made; whether the construction suggests some degree of permanence, meaning that it could only be removed by pulling it down or taking it to pieces; and whether it is physically attached to the ground. It is though entirely possible that an allotment shed could be viewed as a temporary structure for which planning permission would not be required.

Notwithstanding the above, were planning permission found to be required for an allotment shed it is unlikely the Council would consider formal enforcement action (provided the shed accorded with the size limitations set out in the GPDO) as such a structure would be extremely unlikely to result in any material harm to the amenities of the area.

While this letter represents the views of an officer of the Council and is given on a without prejudice basis I hope that it is of some assistance. If you have any queries or wish to discuss further please contact me.

Yours sincerely

[redacted signature]

Applications Team Leader