



## **Caerphilly East allotment Federation & Committee meeting**

### **Meeting Room, Ty Bargoed, Bargoed**

**28.04.2025**

#### **Attending:**

Hannah Scott	Allotments Officer, (Chair)
Todd Rawson	Solicitor (Legal team)
Kevin Eadon-Davies	Green Space Strategy and Cemeteries Manager
Liam Way	Area Officer, Cemeteries, Allotments and War Memorials
Lisa Middlemiss	RDP Administration Officer (Minutes)

Helen John, Secretary, Warne Street Federations, Chair (acting)  
Dave Summers, Secretary Lewis St, Federation Secretary (acting)  
Rod Nichols, Secretary, Cwmfelinfach, Federation Treasurer  
John Terry, Secretary, Ynysddu  
Liz Holland, Committee member, Ynysddu

#### **Apologies:**

None given

#### **Welcome and introductions**

Hannah Scott welcomed everyone to the meeting and thanked them for attending. Attendees introduced themselves.

#### **Minutes**

Hannah Scott asked if all had read the minutes from 31.03.2025 and if there were any notes and / or comments.

No revisions to be made.

#### **Termination of Plot Tenancies**

Helen John requested clarification of memo dated 23. 04.2025 regarding lawful termination of plot tenancies, Todd condensed the memo to there must be written agreements plot holders or it will be difficult to terminate if the plot holder is in breach of obligations. The only available route then will be a 12 month notice period expiring outside the growing season.

Helen John confirmed that point 1 is that every plot should have a tenancy agreement.

Todd Rawson agreed, adding without one evidence for termination may be a struggle to find and referred to the Allotments act 1922, section 1 which gives details how plot holder agreements can be brought to an end.

Helen John enquired if this could be a rolling agreement.

Todd Rawson agreed that it could, advising against short notice periods due to the chance of challenge with the notice set in the allotments act and gave an example of a 2022 high court case. Which has resulted in the pro-forma agreements that currently exist giving right of re-entry. TR explained that using a similar agreement would cover the federation for plot termination and re-entry.

Liz Holland asked if every allotment should have this agreement in place.

Todd Rawson agreed and added that it should be consistent throughout the borough.

Liz Holland concurred saying that inconsistencies could lead to problems. LH asked if a template was available from CBCC.

Todd Rawson advised that although more beneficial to the Federation than CBCC, previously there had been one available. This gave the indirect benefit of believing all sites were running equally.

Hannah Scott signposted the meeting to the Nation Allotments Society regarding a tenancy agreement template.

Todd clarified the position on 28-day notices, 2-month notices and 12-month notices as it would be dependent whether it is a no-fault termination or should there be a non-resolvable problem.

Helen John explained that no fault terminations had not occurred so far, only those involving problem tenants. HJ suggested that the processes be pinned down, implementation be agreed, to ensure legal, consistent, practical guidance is available to every allotment secretary. HJ asked if appendix 2 was the current working template.

Hannah Scott replied that it was a collaborative document between herself and Todd Rawson

Todd Rawson confirmed the contents: inform tenants in writing, allow tenant the right of reply, reflection decision by committee. The forfeiture notice softening the period of termination.

Helen John enquired if this would be rolled out to all Federations and allotment sites within CBCC.

Todd Rawson agreed and praised the work of the federations and the roles they play in the borough.

Kevin Eadon-Davies also agreed and highlighted the need for consistency.

Todd Rawson gave an overview of the merger of authorities and the barriers this may have caused.

Hannah Scott was please to advise that Rhymney Federation has agreed to a meeting for which details will be sent in due course where decisions on items such as the handbook can be discussed together and finalised.

#### **Action – Hannah Scott to liaise and arrange a borough wide Federations meeting**

#### **Allotment Handbook**

Rod Nicols enquired whether the handbook was now complete and ready to use.

Hannah Scott replied that no, it was not completed. HS was still waiting for feedback to make sure that all views were covered. Once amendments have been made the edited version will be sent to members for feedback.

Rod Nicols raised his concern that payment would be withheld until the agreement was made.

Helen John clarified that it was the agreement, not the handbook that would be the goal.

Kevin Eadon-Davies added that the proviso for 'where there is progress' was to be applied rather than a yes/no situation.

#### **Management / Tenancy agreement (3.12)**

Helen John asked if all had copies of the agreement and clarified that this was the lapsed agreement which would be gone through point by point to either agree or discuss.

Todd Rawson explained the redacted items.

Helen John enquired if the federation-based agreement was too short timewise Tod Rawson agreed this was so.

The agreement was shared to participants of the meeting and a discussion was had regarding the scope of the agreement.

Todd counselled that looking at what has not worked so well might be useful, what might be needed for the future.

Helen John replied that a clear and defined process for signing of the tenancy agreement, knowing everyone has a copy of the new agreement. Formalising the complaints process, stages, procedures to be followed to ensure all parties are covered. Health and safety: risk assessments, COSHH,

Hannah Scott advised that after a meeting with CBCC, Health and Safety, they were advised that allotments are not considered a workplace and will not need an in-depth risk assessment. Examples of suitable risk assessments based on good practice will be include. Health and Safety do not want to produce an assessment

for allotments and do not wish CBCC logos to be used on additional documents though templates given in the handbook can be used as examples of good practice.

Helen John asked that CBCC ensure that all items are up to date and fit for purpose so that no revision is required in the short term.

Hannah Scott agreed and continued adding that broad training sessions would also be given both online and on person. Helen John enquired if this would be site secretaries, Kevin Eadon-Davies replied that this could be decided by the federation going forward.

Liz clarified that the risk assessment would be for the whole allotment and not individual plots.

Hannah Scott agreed that was the case.

A discussion followed regarding time periods and culpability. 12 monthly review time was suggested with culpability dependant on circumstances but is primarily with Federations and site committee / plot holders. Key point is communal. Rod Nichols raised his concerns regarding responsibilities and liability. Liz Holland concurred giving an example of non-use of PPE but using personal tools. Todd Rawson suggested that this might be covered under site rules. Helen John suggested adding that when using mechanical equipment, appropriate safety items are worn which was agreed by all.

Risk assessments should be sufficient to cover sites and where possible allow for future development.

After a point by point review the following issues were raised:

Helen John raised the issue of water and enquired what sites had their water paid by CBCC. Only one site, Warne Street. The issue of water meter readings (3.11) was raised and whether CBCC really required the readings. It was agreed that CBCC did not require readings as they would be kept by site secretaries and could be accessed if needed. It was suggested that previous federations may have used them for monitoring. This is a site matter.

Helen John asked for clarification on internal / external fencing and hedges (3.14) are sites responsible for boundaries on public highways? Todd Rawson replied that the general obligation is that a hedge by the side of a right of way should be maintained so that it doesn't interfere with the rights of way. Kevin Eadon-Davies asked where a voluntary group would be responsible regarding a road. Todd Rawson agreed that safety implications meant the clause would need adjusting and suggested categories of risk. HJ cited Nant Carn as an example of area where this is especially important, having a large frontage onto a public roadway. KED requested that the federation assessed the work needed, what was currently happening and what could be done to discuss. KED continued onto maintenance of riverbanks and the constraints places by NRW regarding suitable materials and the durability of what NRW requests.

Helen John advised that all site secretaries have been told to take out appropriate insurance (3.16) Sites now have separate policies as the former blanket policy is no longer manageable. It was agreed that it is a sizeable financial burden which has been incorporated into the plot rent.

Helen John said that no promotional material is generated by the CAEF (3.17) but should it happen, CBCC will be referenced as a funder.

Helen John enquired about the requirements in a civil emergency (3.19) After discussion it was decided that this may entail use of higher ground, carparks in flooding emergencies or as the situation reasonably dictates. HJ asked for guidance so it could be shared. Co-operation would result in reparation at a reasonable cost.

Rod Nichols stated that regarding inspection of accounts (3.20) notice to inspect should take into account the site officers administrative routine. RN and HJ highlighted that all accounts should have an amount available for reasonable adjustments.

Helen John advised that she had not seen a site survey (3.22, 3.23) but was happy to complete. Site surveys had been sent late 2024 by Hannah Scott but now that contact details were established could be done so again. This would be done by email and a link to the survey rather than paper copies, HS will resend later summer. After discussion it was decided a site survey would encompass the condition of site. HJ suggested that 3.23 be reviewed and discussed when outcomes to complete had been established including who does what. KED enquired whether previous allotment officers had requested site assessments. It was suggested that a paper copy had been sent previously. KED asked if this could be incorporated into the new document.

Helen John requested a copy of COSHH regulations (3.24) It was noted that the federation will not fund or supply weedkiller.

Helen John raised the issue of fees (3.26) CAEF sets fees for members and plot sizes vary from site to site. Todd Rawson asked if the plot fee is common across the federation. Ron Nichols explained there was set fee but associations could add on to it if necessary. An average plot is a perch, 25 m2 although a full plot may be split if necessary. KED asked if the federation fee has been reviewed and revised inline with inflation. RN explained that this hadn't happened recently but was likely to happen soon. HJ gave example of other areas charges showing the value for money of a Caerphilly plot.

Helen John continued, point 4.4 raised the issue of meeting regulatory. HS confirmed that she would like a regular quarterly meeting but stressed that any issues could be raised with direct outside of these.

Regarding the disputes procedure (4.6) it was suggested that members read appendix 2 and discuss. Todd Rawson clarified that the process related to CBCC /Federation, not individual associations.

A discussion took place regarding the termination of the Federation and how current periods of notice and not sufficient. It was agreed that terms would be look at to allow a sufficient amount of time for transfer. 12 months was suggested. To fall in line with the annual funding agreement. All agreed in principle.

Helen John requested that the details of the Bribery act be checked and asked all informed of any changed.

**Action –Todd Rawson to check whether any changes to Bribery act.**

5.3.3.2- Helen John asked for clarification on the term breach. Todd Rawson responded that a breach is non showing financial records when requested would be the main reason. Kevin Eadon-Davies enquired if GDPR breaches also came under this clause. Todd Rawson explained that unless it is an obligation under this agreement this would be a federation matter. Hannah Scott added there are data agreements in place separately between CBCC and Federations plus a general privacy notice.

5.3.3.3 Liz Holland enquired what relevance bankruptcy would be to allotments. It was explained that as a person of trust, it might be that someone more susceptible would embezzle if they had access to funds. If federation are aware they are to report to CBCC. This would apply to committee members only.

It was requested that Todd Rawson draft the new agreement and circulate. He cautioned that he document was not enforceable as a draft.

**Action –Todd Rawson to draft the new agreement and circulate**

5.4.5 Kevin Eadon-Davies confirmed that any monies remaining when a federation change will be given to the next iteration of the committee.

Hannah Scott thanks everyone for attending and advised that the next meeting will hopefully be a combined meeting with CAEF, RVAF and Islwyn.