



Executive
26 May 2009

**Report from the Director of
Environment and Culture**

Wards Affected:
Fryent

Old Kenton Lane Allotments

Forward Plan Ref: E&C-08/09-49

1.0 Summary

- 1.1 The purpose of this report is to seek Members' approval to the grant of a lease of the Old Kenton Lane Allotment site to the newly constituted Old Kenton Lane Allotments Association

2.0 Recommendations

- 2.1 That Members agree to grant a 7-years less two days lease of the Old Kenton Lane Allotment site to Old Kenton Lane Allotments Association (a non-profit making body set up for the purpose of administering the allotments and associated activities) provided that the Head of Property and Asset Management is satisfied with the terms of the constitution of the Association
- 2.2 That the Head of Property & Asset Management be authorised to agree such other terms as are in the best financial interest of the Council in granting the lease.

3.0 Detail

- 3.1 The Old Kenton Lane Allotment site which is shown edged black on the plan attached to this Report [Appendix 1] is one of twenty three sites within the Borough which are currently managed by Brent Council Parks Service
- 3.2 The site is a statutory allotment and comprises 180 plots. It is fully occupied and there is currently a waiting list of 10 people.

- 3.3 The site is well organised and well managed with an active management committee which has been kept for several years to implement a self management scheme.
- 3.4 There is a shop on the site which sells goods needed for an allotment plot and this includes a meeting room and toilets. There is a committee in place which consists of elected allotment holders who run the shop
- 3.5 In January 2008 a survey was undertaken by the Management Committee in conjunction with Brent Parks Service to see if Allottee's would support the principle of self management of this site. A decision to agree to support this process would be tested by a poll that was taken of Allottee's and based on the return of simple majority of the site allotment holders.
- 3.6 The results of this poll were 59% for self management and 41% against
- 3.7 The elected committee are made up of four officers. Chair, Secretary, Treasurer and Allotments Representative. They were elected following the positive result of the poll, there is now the opportunity for a self management scheme on this site. An elected committee would control the day to day management of the site and collect the allotment plot rents
- 3.8 This type of scheme is used in many other London Boroughs with Barnet and Ealing having several self managed sites.
- 3.9 All income made from the collection of rents and shop takings would be used to continually improve the site and would also benefit the surrounding area. Monies raised could be used as leverage to attract external funding and grants.
- 3.10 Decisions would be made by the committee to prioritise day to day maintenance and improvement works on site, thereby expediting site maintenance and improvements works.
- 3.11 Parks Service practice would be to do an audit once per annum.
- 3.12 Old Kenton Lane Allotment site is unique in Brent in terms of its management arrangements. It has a well organised committee, a shop and meeting rooms and provides support and advice for its members. If successful this model of site management could be used for other Brent sites
- 3.13 Other Local Authorities have used the self management model which instils a sense of ownership and self pride. This will also empower Brent residents to be involved in the decision making process and also potentially enable them to seek external funding for their purposes. Most grant funding bodies will offer voluntary/non-profit making groups and organisations a higher % grant than to a local authority
- 3.14 The benefits would include
- Improved grant seeking potential

- Addressing local priorities
- Reduced beaurocracy
- Increase participation
- Improved decision making process
- Local accountability
- Improved long term planning

3.15 By supporting the proposals in this report Members would be supporting the principles of self management, whilst also acknowledging that this is an experiment and not necessarily a means to an end. It is considered that the Head of Property and Asset Management should confirm prior to grant of the lease that the Asociation's constitution will enable it to properly carry out its obligations under the lease.

3.16 The agreed Heads of Terms for the lease, subject to Executive approval are:

Lessee: Old Kenton Lane Allotments Association, formerly Brent & Kingsbury Horticultural Society (a non-profit making Charitable body set up for the purposes of administering the allotments and associated activities)

Lessor: Brent Council

Premises: Old Kenton Lane Allotment site

- Term: 7 years less two days from the date of completion of the lease
- Rent: Peppercorn per annum
- Use: As allotments and no change of use permitted.
- Break Clause – The Council will have the right to terminate the agreement upon six months written notice The lessee will have the right to break upon six months written notice
- However, in the event of a breach of covenant, the landlord may give three months notice to terminate the lease if the breach is not remedied within one month.
- Landlord & Tenant Act: The Lease to be excluded from Part II of the Landlord and Tenant Act 1954.(relating to security of tenure)
- Compensation: The provisions of Section 47 of the Small Holding and Allotment Act 1947 which provides that compensation shall be paid by the Council on termination of the lease in respect of improvement made by the Tenant shall be excluded from the Lease.
- No buildings or structures to be erected without the Council's consent

Lessee's Main Covenants

- Lessee to be responsible for National Non-Domestic Rates and Outgoings,
- Lessee to be responsible for repairing site building and other structures including boundary fences and keeping all in good and tenable repair
- Lessee to be responsible for insurance of lessee's equipment and public liability insurance and to reimburse the Council for annual buildings insurance premiums.
- Lessee can not assign underlet or part with possession of the site other than by way of tenancies (in a form to be approved by the Council) to individual allotment holders or to reflect changes in the officers of the Association
- The rent under the sub tenancies for the individual allotment plots are to be within the price policy agreed with the Council from time to time
- Such other terms as the Head of Property and Asset Management considers appropriate
- Lessor's Main Covenants [Please make this a heading rather than a bullet point]
- The Council is to retain responsibility for insuring the building and other structures on site and lessee to reimburse premiums
- Such other terms as the Head of Property and Asset Management considers appropriate
- Not to make any change to the Association's constitution without the Council's agreement (not to be unreasonably withheld)
- To advise the Council annually of the identity of the officers of the Association
- To submit annually to the Council details of the Association's income and expenditure

Each side will meet its own costs in the transaction

The current licence agreement between Brent and Kingsbury Horticultural Association [B&KHA] in respect of the building on site will need to be terminated in due course. [B&KHA now renamed Old Kenton Lane Allotment Association]

VALUATION

- The Head of Property and Asset Management considers that the nominal rent of a peppercorn is the best that can be reasonably obtained in the circumstances of the proposed letting whereby all surplus income after cost of lessee's obligations under the lease will be identified and used for improvements to the allotments site.

4.0 Financial Implications

4.1 Presently all costs relating to site management are met from the Parks Service revenue budget these include Supplies & Services, Administration, and infrastructure and repair costs these total approximately £3800 per annum. Income from this site is to a value of £3245 per annum. Therefore there would be a notional saving to the Council of £555 per annum. This additional staffing resources will be used to provide improved services to other allotments.

4.2 Details of revenue income and expenditure

Description	Value [£]
<i>Expenditure</i>	
Water Rates	1500
Administration	1800
Day to day repairs/sundries	500
Total	3800
<i>Income</i>	
Ground Rents	-3245
Net Total Cost	-555

4.3 There have been no plans for capital expenditure on this site and therefore this proposed arrangement has no impact on the Capital programme.

4.4 NNDR for the allotment buildings are presently paid for by the Allotment Association, should self management be approved then this would continue.

5.0 Legal Implications

5.1 The Council has power under Section 123 Local Government Act 1972, to grant a lease of land that it owns. If the lease is for more than 7 years it must obtain the best consideration, that can reasonably be obtained.

- 5.2 As this lease is for less than 7 years then this is not applicable in this case but in any event it is noted that the Head of Property and Asset Management is satisfied that the consideration being received is the best that can reasonably be obtained.
- 5.3 It is also noted that the site is a 'statutory' allotment. Statutory Allotment is an allotment purchased or appropriated by or vested in local authority under the Allotment Acts 1887 – 1950 for use as allotments.
- 5.4 Statutory Allotments have legal protection under the Allotments Act 1925. The 1925 Act provides that the Minister of Agriculture Fisheries and Food must be asked for consent before a 'statutory' allotment site can be disposed of by a local authority for any purpose other than for use as allotments
- 5.5 As the Site is being disposed for use as an allotment the consent of the Minister is not required. It is noted that the Old Kenton Lane Allotments Association committee will be an unincorporated Association. In practice the lease would need to be granted to the officers of the Association. It is likely that the composition of the people forming the Committee will change over the years due to numerous factors e.g. death, old age, relocation from the area etc.
- 5.6 It may also be difficult to establish contact with the persons responsible for the Committee over a period of time.
- 5.7 Thus the Council needs to be prepared to use its powers as Landlord to terminate the lease if the Tenant fails to maintain the allotments or the Tenant is in substantial default in keeping the land open, let and used as allotments or in carrying out its management duties. This might involve court action

6.0 Diversity Implications

- 6.1 The proposals in this report have been subject to screening and officers believe that there are no adverse impacts. The Allotment Association in question has incorporated an equalities statement into their constitution and will have systems in place to monitor the demography of their users.

7.0 Staffing/Accommodation Implications (if appropriate)

- 7.1 N/A

Background Papers

Brent Council Parks Service Allotments Register
Minutes of Brent Allotments Forum
Old Kenton Lane Allotments Association Terms of Reference and Constitution

Contact Officers

Shaun Faulkner
Head of Service
Brent Council Parks Service

660 Harrow Rd
Sudbury,
Middlesex
HA0 2HB

Phone No. 020 8937 5619
Email, shaun.faulkner@brent.gov.uk

Richard Saunders
Director of Environment & Culture

Appendix 1

