

Allotments Information Pack

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This pack has been put together by the Allotment Working Group of Wolston Parish Council (WPC), and members of the Committee of Wolston and Brandon Allotment and Gardens Association (WBAGA).

Please note that all answers are given in good faith and are believed to be correct, but we cannot guarantee their accuracy.

6th February 2022

1 The Overall Process

1 Who is involved in getting everything moved forward?

The CREW Wilcox Will Trust (Wilcox Trust) are the Landowners

Godfrey Payton are their Land Agents; Blythe Liggins are their solicitors

Rosconn Strategic Land Limited is the Land Promotion Company who, as an agent for the Landowner, developed the proposal and applied for the planning permission

Wright Hassall are their solicitors

Spitfire Bespoke Homes Limited is the Developer who will oversee the reconfiguring of the allotments and the building of the houses; Ladders are their solicitors

WPC is the Tenant; Rotherhams are their solicitors

2 Why do the north side and south side of the allotments have different vacating dates?

The north side has outline planning permission for a new housing development. The current lease stipulates that three months' notice needs to be given by the Landowner (Landlord) to WPC as the Tenant ie 25th February 2022.

The south side does not have planning permission for a housing development and therefore the lease stipulates that 12 months' notice must be given by the Landowner (Landlord) to WPC as the Tenant ie 25th November 2022.

The 3 month and 12 month notice periods are as stated in the Allotments Act 1922.

3 What is the difference between surrendering a lease and vacating a plot?

Until recently all ploholders had an individual plot lease(s) from WPC managed by WGABA. This enabled plot holders to work on their plots and grow their crops.

In order for WPC to surrender the existing lease for the whole site, each plot holder needs to surrender their individual leases.

However plots may not need to be physically vacated until the date specified in the notice to vacate (see above) or the lease for the plot ends. Plot holders on the south side were asked to vacate early so progress could be made on the Phase 1 works (reconfiguring the new allotments).

4 Why is it not progressing or why has it not yet been agreed?

We need agreement from all parties and their solicitors to the various legal documents. This has been a huge task involving many hours of reading the fine print and suggesting alternatives. The recent substantial delay is due to a stalemate between the solicitors and our solicitor is adamant that we get the best possible agreement for WPC, WBAGA and plot holders.

5 What is still needed to get everything approved?

There has been great progress and almost all the documents are now ready to be presented to WPC for approval. There is one final sticking point that WPC solicitor is not prepared to commend to WPC, and it is essential that we follow his advice.

6 What happens when the new lease is signed?

South side: WPC will issue a Licence to Spitfire so the Phase 1 works contractor can occupy the site and start work, probably within about one week after signing. At this point the south side of the allotments will become a construction site and there will be no access to the site until completion of the Phase 1 work.

North side: After the Termination Notice on the north side becomes effective on 25th February, we expect (but not yet confirmed) that Spitfire will erect a Heras (or similar) fence along the north side of the track to separate clearly the land owned by Spitfire from that owned by the Wilcox Trust. Plot holders who have already surrendered their plot lease will be allowed to continue to store crops on the north side, by virtue of a Licence to occupy to be issued by Spitfire; this is valid until the Phase 1 works are complete, or for six months, whichever is earlier. During this period there will be no vehicle access to the north side and access will only be by the pedestrian gate on Warwick Road. Under the terms of the Licence, plot holders on the north side who have not surrendered their plot lease by the time the sale and purchase of the north side is complete will not be entitled to store crops and will need to vacate their plot.

7 What happens if everything cannot be agreed?

We are still working hard to get everything agreed as soon as possible. If we cannot reach agreement, then the fallback position is that everything will probably be delayed by a year. However, if this happens, then the offer of a new longer lease will almost certainly be withdrawn along with all the other significant benefits that have been negotiated in recent months eg 35 year lease, 5 year notice at any time by landlord after 15 years, 5 year rent review, option to sublet the site to WBAGA or successor, preferential option to buy south side if, after 20 years, the Landlord proposes to sell for non-allotment use, community benefit fund £100,000 (originally in the S106 agreement but removed by RBC), £42,000 compensation fund, rent relief (March 2021 to date) and £18,000 towards WPC professional fees.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

2 The Lease

1 Why do we need a new lease?

Because the old lease was not fit for purpose and there were several clauses which were not good for WPC, WBAGA and plot holders.

2 Who is the lease between?

The landowners (CREW Wilcox Will Trust) and WPC.

3 How long is the new lease?

A minimum of 20 years up to 35 years.

4 How much notice does the landowner have to give?

After the first 15 years from the start of the lease, five years notice, giving a minimum term of 20 years.

5 How much notice does WPC / WBAGA have to give?

From the start of the lease and at any time, 12 months.

6 When does the new lease start?

At the same time as all the legal documents relating to the sale and purchase for the north side are completed. WPC will then issue a 'Licence to Occupy' to Spitfire Homes to enable their contractors to occupy the south side to undertake the Phase 1 works. You will be able to occupy the upgraded allotments on completion of the Phase 1 works, which will also be the start date for the site rental payments.

7 What is the difference between the new lease and the old one?

The length of the lease and the notice periods are much longer in the new lease (the old lease was 12 months' notice on the landowners' part); there is longer between rent reviews; in the old lease there were ambiguous clauses about what plot holders could and could not do, and no permission to sublet to WBAGA.

8 Can we see the new lease?

This is a confidential, draft legal agreement between the CREW Wilcox Will Trust and WPC and cannot be shared until it is agreed and finalised, although WPC has been open about much of its contents.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

3 Licence to occupy

1 What is the licence to occupy?

There is one licence for ploholders to occupy part of the land on the north side of the allotments on a short term basis.

(Another licence may be issued by WPC as the tenant of the south side to Spitfire to enable them to carry out Phase 1 works).

This page of questions refers to the licence for plot holders to occupy the north side.

2 Why is it needed?

The ploholders would be homeless! In other words, there would be nowhere for them to store their allotment equipment and plants / crops because the north side will have been sold but the south side will not be ready for occupation. This is a planning condition for the housing development that the south side is reconfigured (Phase 1 works) so the new allotments will be in prime condition for the next growing season.

3 Who is issuing this licence and to whom?

Spitfire Bespoke Homes Limited is issuing the licence to WPC.

4 Where is the licence to occupy area?

It is the top half of the north side of the allotments nearest Stretton Road.

Part of the north side that is not in the licence area will be used to store the top soil from the south side while Phase 1 works is in progress.

5 What is allowed in the licence to occupy area?

All ploholders are allowed to share the land to store allotment equipment and plants / crops including in the ground. You will be allowed to enter and leave on foot only, via the pedestrian access off Warwick Road.

6 What happens to plot holders on the north side who are not in the licence to occupy area?

Like the ploholders on the south side, they can move any allotment equipment or plants/ crops into the licence area until their new plot is available.

7 How long does the licence to occupy area last?

It is up to completion of the Phase 1 works or six months from the signing of the legal documents, whichever comes first.

All plants, shrubs and allotment equipment must then be removed.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

4 Phase 1 Works

1 What is Phase 1?

It is the reconfiguring of the allotments on the south side of the site.

2 When will it happen?

As soon as all the legal documents are signed.

3 Who is responsible for this work?

Spitfire is appointing a specialist contractor.

4 What will this involve?

All available allotments will be cleared to a depth of 300mm and cleared of any waste material, with topsoil stored for reuse. The base of each allotment will be cultivated and topped with 300mm of cultivated topsoil. Each allotment plot will be marked by 300mm wooden stakes in each corner and individually numbered.

Each full size and half size plot will have a 2m x 2.5m paved base for either a 8 x 6 shed or greenhouse. These structures will be orientated with the door away from the prevailing SW wind.

An allowance has been made for each small allotment plot to be supplied with storage box or cold frame. We expect WBAGA will be given the opportunity to agree the shed manufacture and suitable units. Greenhouses will be aluminium frame with 3mm horticultural glass securely anchored to a suitable base.

Water

10 cattle style water troughs will be provided, each trough with a separate isolation tap. The supply of water to the troughs will be capable of being isolated independently of the supply to the building.

Land Drainage

The surface water drainage strategy for the site is subject to the approval of the LPA. The land drainage system will be subject to the requirements of the LPA.

There is also specified work for the hard standing, verges and hedgerows; more details are available on request.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

5 Phases 2 and 3

1 What does Phase 2 involve?

As agreed in the Section 106 agreement, this involves the construction of a management building (the trading shed replacement).

2 When will it happen?

Before the occupation of the 30th dwelling.

3 Who is responsible for this work?

Spitfire is responsible for this work.

4 What does Phase 3 involve?

As agreed in the Section 106 agreement, this will involve moving the contents of the current trading shed to the new one, removal of the existing buildings as well as taking up the temporary road, laying a permanent one where the current trading shed is and creating the allotment plots where the temporary road used to be. We hope to be able to dismantle the existing wooden shed and sell it to another allotment association.

5 When will it happen?

Within eight weeks of the completion of the Allotment Phase 2 Works (or such other date as may be agreed in writing with the Council in consultation with the Parish Council).

6 Who is responsible for this work?

Spitfire will be responsible for this work.

7 What will happen to the existing trading shed building?

These are the property of WBAGA and may be sold or reused.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

6 WBAGA

1 What is the status of WBAGA in the new lease?

Very little, other than that the Tenant (WPC) is able to let plots to members of WBAGA, subject to a binding 'Landlord – Tenant' relationship not being formed. Members of WBAGA can also use the building etc. The draft Lease refers almost exclusively to the relationship between the Landlord (CREW Wilcox Will Trust) and the Tenant (WPC). The new Lease does however allow the Lease to be sub-let to WBAGA, or its successors although we do not expect this to be a viable option until the WBAGA becomes a CIO.

2 Is there any agreement between WPC and WBAGA?

Not yet but there needs to be a clear agreement between both parties. WPC will work with their solicitor to establish such an agreement, which is intended will be based upon the (still draft) new Lease and set out the obligations of both parties. This will then be binding on both parties.

3 Who is on the WBAGA committee?

The current committee (January 2022) consists of:

Joe Taylor – Interim Chair	Chris Albion
Paul Dudfield – Treasurer and Interim Secretary	Judy Blagden
Gill Church	Dave King
John Church – Manager of the Trading Shed	Cat Smith
Elaine Springford	

4 What is the plan / vision / strategy of WBAGA committee?

The objectives of WBAGA are set out in Section 2 of the Constitution:

- (a) Promote the interests of all members in their gardening activities and to take joint action for the benefit and protection of members.
- (b) Provide equal opportunities to all members without discrimination on any grounds.
- (c) Maintain harmonious and productive relationships with the local authority and WBAGA's landlord, ensuring the requirements of the lease agreement with WBAGA's landlord are fully understood and implemented.
- (d) Provide effective allotment management.
- (e) Provide good access, good security, well maintained pathways and freedom from neglected or misused plots.
- (f) Ensure fair rents and charges are implemented.
- (g) Provide a supply of fertilisers, tools and other horticultural equipment on behalf of members.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

- (h) Promote and develop gardening skills and encourage the highest standards of cultivation, layout and landscaping.
- (i) Promote and encourage the management of green waste and materials recycling.
- (j) Promote and encourage the efficient use of water on allotments by storing water in tanks or water butts and non-wasteful use of the mains supplied water.
- (k) Promote the use of allotments within the local community for people of all backgrounds and abilities.
- (l) WBAGA shall at all times act within the rules and in support of the National Society of Allotment and Leisure Gardeners Ltd.
- (m) Promote co-operation with, or affiliate to, other local, national or international organisations having similar objectives.
- (n) Act, with other clubs and associations, in the community life of the village.
- (o) Promote actions and activities which benefit the environment.

5 When will WBAGA hold the next AGM?

We intend to hold an AGM as soon as possible after all the legal documents are signed. We need volunteers to stand for election!

6 Do Affiliate Members have a vote at the AGM?

At the moment no, although the Committee will review this, and we will discuss this at the next AGM.

7 Do all officers have to resign and be nominated for re-appointment at the AGM?

Section 6.1 (j) of the Constitution states: The Committee will retire at the AGM but will be eligible for re-election.

This is repeated in Section 7.1.1 (b) of the Constitution which provides for the following at the AGM: Elect Officers and Committee members, by a show of hands, for the ensuing year. The Officers and Committee shall retire at the Annual General Meeting but shall be eligible for re-election.

8 How do the committee plan to improve their communication with plot holders?

The newly appointed Committee (following the AGM to be convened) will be asked to consider a number of communication options going forwards including:

- Drop in sessions at the Trading Shed
- Email newsletters
- Articles in the village Grapevine publication
- Greater use of the WBAGA website

Information of general interest to plot holders will continue to be posted on the notice boards in the trading shed.

Please recognise that WBAGA is run by volunteers who, although they try to be as effective as possible, may not always have the time or the available skills.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

7 WBAGA & Finance

1 How much will the WBAGA need in rent each year for the whole site?

£1,870

2 How was this figure calculated?

As a direct proportion of the previous rent based on the reduced area to be rented.

3 Is it a fixed figure or will it increase?

The rent to be charged by the Landlord to the Tenant (WPC) is subject to review every five years (per the draft lease).

Annual plot rents and membership subscriptions will be subject to annual review based on the financial position of WBAGA.

4 Who is responsible for insuring the site and everything on it?

Insurance for the 'Property' will be the responsibility of the Landlord, with the only exclusion being broken glass, fixtures belonging to the Tenant and any action by the Tenant that invalidates the insurance. The insurance premium, which is expected to be about £500 / annum, will be paid by the Landlord and invoiced to the Tenant for reimbursement. In addition the Lease requires that the Tenant take out insurance for third party liability of at least £5 million. WBAGA will also require insurance to cover damage to fixtures belonging to the Tenant, or any theft of property belonging to WBAGA.

5 What will be the annual cost of insurance?

Insurance cover for the whole 'Property' is expected to be about £500 / annum. We are not yet aware of the cost of cover for TP liability, theft and damage to the Tenants fixtures, which will need to be arranged by WBAGA.

6 What is the cover provided by the proposed 'Property' insurance?

Fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

7 Will there be any exclusions or excess in the insurance cover?

Yes, broken glass, fixtures belonging to the Tenant and any action by the Tenant that invalidates the insurance.

8 If my greenhouse or shed is broken into for theft, will any damage and the loss of tools etc be covered by insurance?

The sheds and greenhouses etc. will be owned by WBAGA so any damage will be covered by WBAGA's insurance. Theft of privately owned materials will not be covered although WBAGA hopes to be able to offer a standard policy to enable plotholders to insure their own belongings.

9 If my greenhouse or shed is blown down in a storm, will the WBAGA replace it?

A financial fund is being created to allow for the replacement of sheds and greenhouses provided by WBAGA and which form part of the plot leased to the plot holder. Plot holders will be required to keep the sheds, greenhouses and cold frames in good condition although it is intended to allow for normal wear and tear. It is not yet clear whether the fund or insurance arrangements would cover the particular situation described (storm damage), we will look to clarify this.

10 Is there an income and expenditure forecast for the new site and building?

Yes, a five year forward forecast has been prepared and is available separately. This income and expenditure forecast has been reviewed and endorsed by the Committee.

5 year cash flow forecast

WBAGA Indicative annual cashflow (first 5 years)

Plot related income and expenditure Category	Year 1	Year 2	Year 3	Year 4	Year	Summary commentary
	£	£	£	£	£	
Forecast Income						
Membership Fees	2265	2290	2520	2780	3160	Assumes full plot occupancy and growth in affiliates over the period
Plot Rentals	1939	1939	2420	2580	2580	Adjusted for reduced occupancy initially rising to full occupancy
Total Plot Income	4204	4229	4940	5360	5740	
Forecast Expenditure						
Annual Rent	1,870	1,870	1,870	1,870	1,870	Full year rental as per draft lease agreement
Subscriptions and insurance	750	750	1,000	1,000	1,000	Based on best estimate of landlords required insurance (exc. Building and existing subscriptions)
Site Maintenance	200	275	350	400	550	Estimate of likely cashflow (see cashflow)
Plant Maintenance/replacement	250	350	250	450	850	Estimate of likely cashflow (see cashflow)
Admin & Miscellaneous	550	550	550	600	600	Reasonable estimate
Water charges	620	650	680	710	740	Average over previous years (plot related only)
Total Plot expenditure	4,240	4,445	4,700	5,030	5,610	
Plot related cashflow - positive/(negative)	-36	-216	240	330	130	
Non Plot related income and expenditure						
Other income						
Trading shed sales contribution	1,000	1,500	1,500	1,500	1,500	Based on forecasts
Cafe/Social sales contribution	300	350	750	750	750	Based on forecasts
Social events contribution	250	400	600	600	600	Based on forecasts
Grant contributions	2,000	2,000	1,500	1,500	1,500	Prudent estimate
Total other income	3,550	4,250	4,350	4,350	4,350	
Running costs of building (initial estimates):						
- Electricity (£500)	0	0	1,550	1,650	1,750	Estimate of utilities, insurance share and cleaning
- Water (£300)						
- Insurance (£250)						
- Cleaning (£350)						
Reserve fund for building maintenance (p.a)	0	0	250	250	500	Estimate of likely cashflow (see cashflow)
Reserve fund for replacement sheds/greenhouses	0	0	0	0	3750	Estimate of likely cashflow (see cashflow)
Total other expenditure	0	0	1,800	1,900	6,000	
Other related cashflow - positive/(negative)	3,550	4,250	2,550	2,450	-1,650	
Combined						
Surplus/Deficit from plot related	-36	-216	240	330	130	
Surplus/Deficit from non plot related	3,550	4,250	2,550	2,450	-1,650	
Total annual cashflow for Association	3,514	4,034	2,790	2,780	-1,520	
General Fund Balance	3,514	7,548	10,338	13,118	11,598	General fund balance to be accumulated over time to mitigate against future risk

5 year Income and Expenditure Forecast

WBAGA

Indicative annual income and expenditure (first 5 years)

Plot related income and expenditure	Category	Year					Summary commentary
		Year 1	Year 2	Year 3	Year 4	Year	
		£	£	£	£	£	
Forecast income	Membership Fees	2265	2290	2520	2780	3160	Allows for reduced number of members initially (due to plots available) and growth in affiliates over the period
	Plot Rentals	1939	1939	2420	2580	2580	
	Total Plot income	4204	4229	4940	5360	5740	
Forecast Expenditure	Annual Rent	1,870	1,870	1,870	1,870	1,870	Full year rental as per draft lease agreement
	Subscriptions and insurance	750	750	1,000	1,000	1,000	Based on best estimate of landlords required insurance (exc. Building) and existing subscriptions
	Site Maintenance	500	500	500	500	500	500 Estimate of allocation to support site maintenance
	Plant Maintenance/replacement	500	500	500	500	500	500 Estimate of allocation to support equipment
	Admin & Miscellaneous	550	550	550	600	600	Reasonable estimate
	Water charges	620	650	680	710	740	Average over previous years (plot related only)
	Total Plot expenditure	4,790	4,820	5,100	5,180	5,210	
	Plot related I & E - surplus/(deficit)	-586	-591	-160	180	530	

Non Plot related income and expenditure		£					
Other income	Trading shed sales contribution	1,000	1,500	1,500	1,500	1,500	Based on forecasts
	Café/Social sales contribution	300	350	750	750	750	Based on forecasts
	Social events contribution	250	400	600	600	600	Based on forecasts
	Grant contributions	2,000	2,000	1,500	1,500	1,500	Prudent estimate
	Total other income	3,550	4,250	4,350	4,350	4,350	
Other expenditure	Running costs of building (initial estimates):						
	- Electricity (£500)	0	0	1,550	1,650	1,750	Estimate of utilities, insurance share and cleaning
	- Water (£350)						
	- Insurance (£250)						
	- Cleaning (£450)						
Reserve fund for building maintenance (p.a)	500	500	500	500	500	Annual allocation to fund building maintenance	
Reserve fund for replacement sheds/greenhouses	750	750	750	750	750	Annual allocation to fund replacing allotment owned sheds/greenhouses	
Total other expenditure	1,250	1,250	2,800	2,900	3,000		
Other related I & E - surplus/(deficit)	2,300	3,000	1,550	1,450	1,350		

Combined	Surplus/Deficit from plot related	-586	-591	-160	180	530
	Surplus/Deficit from non plot related	2,300	3,000	1,550	1,450	1,350
	Total annual surplus/(Deficit) for Association	1,714	2,409	1,390	1,630	1,880

8 WBAGA & CIO

1 Why are we considering becoming a CIO (Charitable Incorporated Organisation)?

Because it enables WBAGA to act as a unit, be more organised and represent its members more fairly. It establishes WBAGA as a more credible organisation for purchasing and contracting purposes.

The Charity Commission (CC) began registering CIOs for charitable activity from January 2013. A CIO is similar to a company, in that it has the same legal status as a person. This means it can enter into contracts in its own name and its trustees and members generally have limited or no liability for the charity's debts. CIOs, however, are not companies and do not have to register with Companies House, only with the CC. A CIO does not exist until it is registered with the CC, and once a CIO is accepted by the CC for registration, its details are entered in the register of charities. There are two types of CIO: Foundation CIOs and Association CIOs. The only voting members are also the trustees in a Foundation CIO, whereas for an Association CIO, the voting membership is wider than its trustees and would normally include its members, as defined in its constitution.

2 What are the advantages and disadvantages of a CIO?

Advantages

- Applying for and obtaining grants is much simpler for an organisation formally established as a CIO.
- In contrast to the requirement for a company limited by guarantee to have a minimum income of £5,000 for it to register with the CC, there is no minimum registration threshold to register a CIO.
- The CIO is a separate legal entity and so it can enter contracts, hold property and employ staff in its own name. Consequently, any liabilities arising from the entry into such arrangement fall on the organisation itself rather than the trustees.
- Trustees of CIOs benefit from limited liability, as do directors of companies limited by guarantee, which is limited to the amount they have invested in the CIO or have guaranteed upon the winding up of the CIO.
- Being on the register of charities, a CIO is automatically given a registered charity number which facilitates correspondence with HMRC on charitable tax advantages and also serves to reassure potential funders and donors.
- CIOs do not have to register with Companies House and only need to be registered with the CC. As a result, CIOs are not required to file information at Companies House but file information with the CC, which, in contrast to Companies House, does not charge for the registration or the filing of information.
- The reporting and accounting requirements in the Companies Act 2006 do not apply to CIOs, rather charity law applies. CIOs are only required to report to and file accounts, an annual return and other documents with the CC.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

- CIOs which have a gross income of less than £250,000 in any financial year may use the simpler receipts and payments basis to prepare its accounts.

Disadvantages

- Unlike a company limited by guarantee, a CIO does not exist until it is registered with the CC and the CIO's details are entered in the register of charities.
- There can be a delay in registering a CIO with the CC, as it takes up to 45 working days for the CC to process applications, especially if the CC has follow up questions in relation to the application. Companies limited by guarantee can be incorporated relatively quickly and range from being incorporated the same day (for an additional fee) to approximately 5 working days.
- In the event a CIO loses its CC registration, it will cease to exist. Companies limited by guarantee may lose charitable status, but continue to exist as companies registered with Companies House.
- The CIO structure is not open to all types of charities, and exempt charities (as set out under charity law) cannot be CIOs.
- Companies limited by guarantee can benefit from simplified filings if they are deemed to be small companies whereas CIOs are required to submit information to the CC regardless of size.
- It is likely that CIOs will be unable to take on secured borrowing as the CC does not have the ability to establish or maintain a register of charges over CIO property. Lenders, therefore, are reluctant to grant CIOs secured debt.

3 What's involved in becoming a CIO?

A relatively simple process, only slightly more complex than registering the WBAGA as a charity. The constitution of a CIO must be in a form specified by regulations made by the CC, and the CC has published model constitutions for both types of CIO which should be replicated in as near to that form as the circumstances permit, as registering a CIO with a tailor-made constitution is likely to cause a delay in its registration.

4 Why has this not happened before?

We considered it before but felt that, until WBAGA had a more stable basis (eg a longer, more secure lease, regular elections for committee members), the extra work was not justified because we could not take advantage of the CIO status.

5 When will it happen?

As soon as practicable after the next AGM which will, it is hoped, establish a fully elected committee to deal with the matter. We need to decide if CIO is the best way forward and, if so, which type of CIO is best for us ("Foundation" or "Association"). We also need to decide who are to be its trustees.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

9 Allotment site - general

1 Why are there only 63 plots available at the start, instead of 76 on the plot layout?

- a) Because not all plot leases have been surrendered, which means that the contractor will not be able to access this part of the site, which in turn means that about 5 or 6 of the new plots cannot be created;
- b) Four quarter plots will not be available for cultivation until after the Phase 2 works are complete, because of the need to allow access for services to the new building without disturbing plots that are in use;
- c) A few plots in the south east corner will remain unavailable until after completion of the Phase 3 works and removal of the temporary access road.

2 Why are so many plots in the south west corner shown as not available?

Because not all plot leases have been surrendered, this means that the contractor will not be able to access this part of the site, which in turn means that about 5 or 6 of the new plots cannot be created.

3 Drainage: what is the issue?

A portion at the south west corner of the site becomes waterlogged and is unsuitable for cultivation.

4 How can it be resolved?

Installation of an effective land drainage system.

5 What happens if the land drainage doesn't work?

WPC can refer the matter to RBC who have the power to require the applicant to undertake remediation measures to ensure that it does work.

6 I've heard that a portion of the site floods and cannot be used for cultivation. How can I make sure that any plot I rent will not flood?

An effective land drainage system will be installed as part of the Phase 1 works.

7 I've been told the ditch to the south of the site is partially blocked. Who is responsible for keeping this clear?

The Tenant (WPC).

8 If work to clear the ditch is needed, will my rent go up?

This would be very unlikely, as WBAGA plans to allocate contingency funds for this work and would be able to spread the cost of the work over several years.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

9 Electrical overhead cable: where will this be?

The position of the overhead cable will remain unchanged.

10 How will affect plots and access to plots?

It should not have any effect on the plots nor access.

11 Will there be any new electrical infrastructure that may interfere with access to the plots?

We understand that where the electrical supply transfers from overhead to being buried across the new development, there may be new poles and /or cables associated with this. However details of this are not yet available as this is part of the detail design yet to be submitted to RBC for approval.

12 Contamination: why is it suspected there might be poisonous chemicals or something similar on or under the ground on or near the allotment site?

The field immediately to the south of the allotments site is an historic landfill site, and it is known that amounts of poisonous chemicals were illegally deposited onto the site. A full desktop study to examine the known data was undertaken and this study recommended a full intrusive survey. This intrusive survey was undertaken and none of many borehole samples indicated a value greater than the background threshold level of each potential contaminant. No recommendation for further testing was made.

13 What contamination is suspected to be near the allotments and where?

Contamination will exist buried in the historic landfill site but there is no evidence of any contamination on or near the allotments. We all know there is an old landfill site containing a lot of poisonous chemicals immediately adjacent to the allotments.

14 What has been done to check this out?

A full intrusive ground investigation was carried out.

15 What is the result of these investigations?

Analysis of 216 samples from boreholes across the whole existing site was undertaken for 27 potential contaminants. None of the samples indicated a value greater than the background threshold level and no recommendation for further testing was made.

16 Can we trust these results?

Yes. The work was undertaken by a respected company in accordance with BS EN 1997-2:2007 Eurocode 7 – Geotechnical Design Part 2: Ground investigation and testing.

17 If poisonous chemicals are found during or after the allotment works, what will happen?

WPC can raise the matter with RBC, who has the power to require the developer to implement remediation work.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

18 Will we be evicted from the site?

If contamination is found which requires remediation work, it may be necessary to vacate the site temporarily during the work, but plot holders will not be evicted.

19 Will anyone be responsible for any work to make this safe? If so, who?

RBC has the power to require remediation works, if needed. This will be the responsibility of the developer to implement, to the satisfaction of RBC.

20 If work is needed to make the site safe, will WBAGA or WPC have to pay for this?

No

21 The quality of the ground: I am concerned about the final condition and structure of the soil. Over the years I have regularly increased the fertility and reduced the weed population of my plot; I fear this will be lost during the reconfiguration of the site. What remedial steps can be implemented to overcome these issues ie soil analysis, samples and the addition of bulky manures if needed? There is also an opportunity to test for chemical content. Soil is not just dirt, but living organisms and, to grow good crops, you need good soil. For the future of the site we need success, satisfaction and a growing community.

This is a very good point but is not currently in the scope of work for Phase 1. It is therefore unlikely the Landlord would be willing to pay for this. However, if soil tests indicate that bulk manures or other additives are needed to bring the soil to an acceptable standard, it is probable that WBAGA would need to pay for this work as an extra (possibly with a grant from WPC).

22 Growing organically: I want to grow organically? Is that possible? What protection will I get from neighbouring plots that are not organic?

WBAGA is fully supportive of organic growing and the Committee will consider a revision of the Regulations to enhance the protection for plots that wish to be fully long term organic. However full organic growing on a general user allotments site is not considered feasible due to the proximity of other plots that may not be organic. Depending on how many members opt for organic cultivation it may be possible to designate an entire block of the new plots as 'Organic only', although this may depend on the overall demand for plots.

23 New gates and fences were installed about four years ago, funded by a grant from Wolston PC. Will these be kept ?

Yes, the intention is that the 'new' gates and fences will be retained, although they may need to be moved to comply with WCC Highways access requirements.

10 Renting your new plot

1 Where exactly are the new plots?

A plan of the proposed revised site is available separately.

2 How many plots will there be?

76.

3 What are the sizes of the plots?

Full size 250 M2, Half size 125 M2, Quarter size 62.5 M2

4 What will the rents of each of these plots be?

The forecast plot rental being used in the current financial forecasts are:

Full £35 pa Half £24 pa Quarter £18 pa. If, in the first year of the new Lease a full year's rental is not available, a pro-rata amount will be charged.

5 When will the rent be due and what is the plot rental period?

Section 5 of the Constitution states:

- (a) Every Full Member shall pay an annual membership subscription and annual rent as determined by the Management Committee.
- (b) Every Affiliate Member shall pay an annual affiliated membership subscription as determined by the Management Committee.
- (c) This subscription and rent shall be payable in March of each year.
- (d) Plot rentals will only become due after the Phase 1 works are complete and the reconfigured south side is available to plot holders. Membership subscriptions will be payable in March this year.

6 Can I pay by cheque, card, cash or bank transfer?

Yes all payment methods accepted, direct bank transfer to WBAGA's bank account is the preferred method of payment.

7 When will they be ready for occupation?

This will be determined by the timing of the outcome of the current negotiations between solicitors for the Landlord (CREW Wilcox Will Trust), the Tenant (WPC) and the Developer (Spitfire Homes). It is currently estimated that the contractor would require at least three months on site to complete the work so plots should be available for occupation about three months after the legal documents including the new lease are signed and work commences. However there are several planning conditions imposed by RBC that need to be discharged before start of work and it is currently unclear to what extent these have already been discharged and how long any outstanding approvals from RBC will take.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

8 Can I select and reserve a plot? If so, when and how?

Yes, but the process for plot allocation on the revised site is currently being developed by WBAGA to ensure that the process is fair and transparent. We will advise all members as soon as we are ready to accept plot reservations.

9 Will I be compensated for loss of my crops?

Yes. WPC (as the Tenant) will receive a lump sum of £42,000 as compensation for loss of crops. This money will be passed to WBAGA who will manage the disbursement. Following lengthy discussions, the WBAGA committee decided the fairest way to compensate members moving to their new plots would be a direct like for like replacement, for all soft fruit, perennial vegetables & flowers, and tree fruit. There will also be a pot available to help members landscape their new plots, by bulk purchase of materials for members to use; eg turf for paths and timber for raised beds. By working together and combining purchasing power, we can make the compensation package stretch as far as we can.

10 How long can I rent a plot for?

The Constitution (Section 5 a) only allows for the annual rental of plots. Longer term rentals could be considered in the future, subject to review of the Constitution and approval by members.

11 If I pay all the fees in advance, can I rent a plot for a fixed period e.g. 10 years?

The Constitution (Section 5 a) only allows for the annual rental of plots. Longer term rentals could be considered in the future, subject to review of the Constitution and approval by members.

12 If I rent a plot, what will be my tenancy rights?

Your tenancy rights are set out in the Tenancy Agreement. The existing Tenancy Agreement will be revised and updated to reflect the conditions in the new Lease.

13 If I want to share a plot with a friend, do I have to declare this?

Each plot can only have one allocated plot holder (on the basis that each plot holder gains voting rights). It is, however, possible to share a plot with a friend as long as the named plot holder is the responsible person in terms of compliance with the Tenancy Agreement and, because of insurance requirements, the friend sharing or helping with the plot is also a Member of the WBAGA.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

13 If I want to share a plot with a friend, do I have to pay extra?

No, on the basis of the previous answer, one plot would only require one plot rental fee, although each person using the plot must be a Member of the WBAGA.

14 Can I rent more than one plot?

Yes subject to availability, plot holders are able to hold more than one plot.

15 Who will be my landlord?

Wolston Parish Council (WPC)

16 If WPC is my landlord, then what is the role of the WBAGA?

WBAGA will act as 'Managing Agents' on behalf of WPC.

11 Moving to your new plot

1 Who will help me move anything I've saved from my old plot?

This is still under discussion and not yet fully resolved, although we can give you a commitment that help will be available. This is moving both to the licenced area on the north side and to your new plot on the south side. We will let you know the details of help for you to transfer produce or sheds etc as soon as possible. For now, we believe the Spitfire contractor will move anything on a pallet to the licenced area. Please contact: admin@wbaga.co.uk if you need extra pallets.

2 How do I order a new greenhouse / shed?

We are still waiting for details about this.

3 What is the size of the base for the shed or greenhouse?

Large enough to accommodate an 8' x 6' shed or greenhouse.

4 What size will the shed or greenhouse be?

8' x 6'

5 Who will own the plot sheds and greenhouses?

The sheds, greenhouses and cold frames supplied as part of the development will belong to WBAGA.

6 Will the shed and greenhouses and their contents be covered by WBAGA's insurance?

Sheds and greenhouses etc. will be covered by WBAGA's insurance, but not the contents. We hope to offer members a group insurance policy to cover the contents of sheds etc.

7 Who is responsible for the maintenance of the sheds and greenhouses on each plot?

The plot holder.

8 Do I have to have a new shed or greenhouse – can I keep and use my old one instead?

You may keep and use your old shed, but all plots will be given a new shed or greenhouse. No more than two 8'x6' sheds or greenhouses may be erected on one plot.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

9 If I don't want a new shed or greenhouse will I be able to refuse the offer and just opt for a base, so that I can erect my own shed or greenhouse?

No. WBAGA will own the sheds and greenhouses and has a responsibility to any future Member who may wish to rent the plot so all full and half plots will be supplied with a shed or greenhouse, and quarter plots with a cold frame. If you wish to erect your own shed as well as that provided by WBAGA, then you are free to do so.

10 If I don't like the shed or greenhouse provided, can I pay extra to get one more suitable for my needs?

No – the sheds and greenhouses will all be a standard design.

11 Can I choose my preferred new shed or greenhouse from a catalogue, or will I just be offered the choice of one or the other?

The sheds and greenhouses offered will be standard.

12 Can I move my old shed or greenhouse on to my plot as well as a new one?

Yes

13 Who do I have to ask if I want to install an additional building on my plot?

You will need to ask the Secretary of WBAGA who needs to ask WPC to request approval from the Landlord, which will not be unreasonably withheld.

14 If I rent a plot and am not able to cultivate it, what will happen?

Section 4 of the Tenancy Agreement sets out the expectations with regard to cultivation and the programme of inspection. Section 10 sets out sanctions that can be applied.

15 Will I be able to keep bees, poultry or livestock on site?

The new Lease allows for the keeping of bees on the site, subject to prior approval.

16 Will I be able to screen my plot with Leylandii type trees?

This is at the discretion of WBAGA's Committee, who would almost certainly not agree (and may wish to cover this point in the revised regulations).

17 What am I allowed to plant on my plot eg fruit trees etc? Is there anything I'm not allowed to plant?

Section 2.2 of the Tenancy Agreement states: *The Tenant shall use the Allotment for growing vegetables, fruits and/or flowers and shall not permit the Allotment to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with allotment gardening.*

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

12 Trading Shed Replacement

1 Why do we need to replace the trading shed?

The trading shed needs to be re-sited to make way for the new road, and in doing so, if we get a new bigger shed, we can then buy more stock at a better discount. This would include a cafe area where we can give people refreshments and help with their social well-being.

2 Why can't we keep the old trading shed?

The trading shed will need to be re-sited to make way for the new road.

3 Where will the new trading shed be?

Please refer to the site plan separately available.

4 I've heard that the new building is being forced on us by the landlord, is that true?

It is not true - the building was specifically requested by WBAGA, who were responsible for contributing to the design.

5 What does the building include?

Please look at the drawings for details of the layout etc. The Trading Shed room will be fitted with storage shelves and secure outside storage for bulky items. The kitchen will be fully equipped plus a workshop, a meeting room and toilets all fully DDA compliant.

6 Can it be changed / reduced? If so, how?

Delivery of the building is a requirement of the planning permission and also the related S.106 agreement. Changes to the planning permission and the S.106 agreement are possible but will require mutual agreement between the Developer, the Landlord and RBC. We do not know if RBC would agree to any changes, especially any proposals to reduce the size of the building or remove it altogether.

7 Would the landlord and developer work with WPC to apply for a grant from the Severn Trent 'Maximising the Legacy' Community Fund to give the new building significant green credentials? This project would probably be the ideal applicant for such a grant and, if successful, together with the rest of the new allotment layout would bring a lot of credit to the Wilcox Trust, Spitfire and WPC.

We have raised this question and are waiting for an answer.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

8 When will it be built?

As part of the Phase 2 works, we expect it to be complete about April 2024 (refer to separate answers on Phase 2 works).

9 Will we be able to use the old trading shed until the new one is built?

Yes, the trading shed will be open normal season hours except for short periods during the work when access may not be possible. The details of possible non-availability are not yet available.

10 How will it be heated? If by electricity, this will be very expensive – will we be able to afford this?

The heating will be by infra-red ‘instant on’ heating to avoid heating potentially unused spaces. Details of the make and types of heating are not yet finalised, but the cost of heating is not expected to be expensive.

11 Heating a building that is rarely used will be a waste of money – how will this work to ensure the building is only warm when we need it to be warm?

The use of infra-red ‘instant on’ heating.

12 Will the prices in the trading shed increase to cover the cost of this new building?

No. However, if wholesale prices rise, the sale prices may also need to rise. Note that the new building will offer increased storage and we hope to benefit from this by increased discounts on the prices paid for the Trading Shed stock.

13 Who can use the new Trading Shed?

Members and Affiliate Members of WBAGA.

14 Who can use the new building?

Members and Affiliate Members of WBAGA and their invited guests. If the building is used for social purposes the activity must contribute to fundraising for WBAGA.

15 What can it be used for?

“... use of the Management, Storage and Trading Building for the holding of ancillary occasional social events for allotment holders and their guests for the purposes of fundraising for the allotment holders as members of WBAGA as constituted on the date of this Lease.”

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

16 Will I be able to hire the building for a private function?

Yes, as long as the private function contributes towards fundraising for WGABA.

17 How do I gain access to the new building if no one else is around?

The door will be fitted with an electro mechanical lock, and all members will be issued with cards which will allow access to the toilets.

18 Who will clean the toilets?

This is not yet decided.

19 Will the building have a Wi-Fi connection?

No.

20 Will there be electric vehicle charging points at the new building? If not, why not?

This is not part of the Scope of Works, and the infrastructure as an 'additional cost' to be met by WBAGA or WPC would be quite high.

21 What will it cost to run?

Details of this are in the Income and Expenditure spreadsheet.

22 I've been told the WBAGA will not be able to afford to run the new building and that it will probably bankrupt us or plot fees will have to rise to pay for it

No, in fact it appears from the financial forecast that the building may generate funds for WBAGA. The cost of running the building is affordable within the present membership and plot hire fees.

13 Glossary of terms

It is easy to be baffled by jargon, so this list help you understand what words, phrases and acronyms mean

Word, phrase of acronym	Meaning
Section 106 agreement (S.106)	An agreement made under section 106 of the Town and Country Planning Act 1990 between a local authority and a developer. The agreement will contain a planning obligation to enable the local authority to secure, or the developer to offer, restrictions on the use of the land or the operation of the development or to make financial or other contributions towards the local infrastructure and facilities.
Outline planning permission	Permission in principle for development based on outline proposals only, the full details of which may be agreed as “reserved matters” for a further ‘detailed’ application at a later stage.
Detailed planning permission	The proposed development is approved based on submission of a fully detailed application. Applications for most smaller developments are only submitted as detailed applications while larger developments will normally submit an ‘outline application’ seeking approval in principle with the ‘reserved matters’ to be submitted for detailed permission at a later date.
Heads of Terms (HoTs)	An agreement in principle between two parties, but that to be subject to a separate formal contract. A Heads of Terms document sets out the key principles that the parties have discussed during their negotiations and that they intend will form the basis of a future, more detailed contract.
Statement of Common Ground (SoCG)	A statement, prepared jointly by the applicant and any interested party, which contains agreed factual information about the application.
Asset of Community Value (ACV)	<p>Land or property of importance to a local community may be nominated by voluntary and community organisations for inclusion within their local authority's register of Assets of Community Value (ACV). This gives extra protection by Covenant from development under the Localism Act 2011. The protection lasts for five years, after which it will be automatically de-listed unless renewed.</p> <p>If the owner of an ACV wishes to sell the asset, they must inform the local authority. If a qualifying community group wants to buy the asset, they can apply to the local authority to trigger a moratorium for six months delay in the sale to give them a chance to raise the money to buy the asset. The asset of community value listing only improves the chances of community groups being able to buy by giving more time to raise funds, it does not require the owner to sell to the community group or at a discount.</p>
Community Infrastructure Levy (CIL) introduced by the Planning Act 2008	The Community Infrastructure Levy (CIL) is a planning charge for local authorities to help deliver infrastructure to support the development of their area. Development may be liable for a charge under CIL if your local planning authority has chosen to set a charge in its area. New developments that create net additional 'gross internal area' of 100 square metres or more, or create new dwellings, are potentially liable for the levy.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

Extra questions from the drop-in sessions

3 Licence to occupy

How does the licenced area relate to the plots?

Please refer to the schematic plan showing the existing north side plots with an overlay showing the area to be Licensed.

4 Phase 1 works

When they remove the top soil, could the relevant RBC / WCC specialists look at the sub soil to check for contamination and at the quality?

We expect neither RBC nor WCC would be interested to undertake this work, as it is not within the Scope of Work. However it would certainly be possible for the Association to undertake soil tests, or to pay for a third party company to undertake soil analysis.

Q4 refers to cultivated topsoil – what does this mean in terms of quality?

Cultivated, as referred to in the Specification of Work, is understood to relate to the fact that the topsoil returned to the plots will be friable and is not a reference to soil quality. For information relating to soil quality, see the answer below. The subsoil shouldn't be breached as part of the landscaping, (specification has been supplied within the planning document) therefore it is exactly as it is now. The subsoil would not need to be tested for soil quality; from a horticultural point of view we don't do any deep planting, therefore the sub base would be of more interest for drainage, and these issues have been tackled elsewhere. As for soil quality, this is subjective, and depends on what the plot holder is growing, therefore within the development we would endeavour to ensure as best as is practical for general vegetable growing hence the enquiries about soil conditioning compost.

Spitfire should pay for ensuring this happens ie manure etc. (also 9, answer 21)

Within the Specification of Work, there is no requirement for manure or any other soil improvement additive, so this is not within the scope for Spitfire to undertake. WBAGA can ask for a soil quality conditioner such as manure or similar to be added to the topsoil as it is returned to the plots. Enquiries have already been made as to the most suitable soil conditioning material, the approximate quantity needed and likely costs.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

When the development starts, what access will I have?

During Phase 1 works, the south side will be a designated workplace and no access will be permitted.

During the occupation of the Licenced area on the north side, access for those who have surrendered their leases will be via the pedestrian gate on Warwick Road. There will be no vehicular access to the site.

Do we have a progress chart timetable to ensure dates are met?

Not yet – we have requested this but have not yet received a copy.

9 Allotment site general

Will I be able to take my dog on the allotment site?

Yes, WBAGA members are allowed as long as the dog is on a lead and under control. This would not be available for members of the public.

Is the top end of the allotment to be drained or piped excess water away?

One of the conditions attached to the planning permission was a requirement to undertake a survey of the existing drainage of the site and, if necessary, provide details of any land drainage scheme needed. The survey was undertaken, a land drainage scheme developed, and proposals submitted to the local planning authority, who have approved the proposed scheme.

Can we be assured the land drainage will be completed before the plots are occupied?

Yes

Will overhead electric mains become underground across the allotment site and housing site?

No. The existing overhead cables across the allotments will remain and then transfer underground at the boundary of the south and north sites. Details of this will be included in the application for detailed planning permission which has not yet been submitted.

Is WPC responsible for the clearance and maintenance of the ditch on the south side? Will it be cleared out before the roadway is constructed?

Maintenance of the ditch is a responsibility of the Tenant. There are no plans to clear the ditch before the roadway is constructed.

How will the plots be edged? Will I still need a lawn mower / strimmer as I have had to mow the borders in the past?

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

The plots will be surrounded by lawn grass verges, grown from seed, with Ryegrass and Fescue blend with a seed rate of 40g m². Within the blocks, there is no edging. This was to be down to the plot holder's choice on return to the plot, and the intention was for some of the compensation money to be used to facilitate this freedom of choice. With bulk purchase of either turf rolls or slabs or timber for raised beds and bulk bark chip. Maintenance thereafter will be down to the plot holders who use the path. This will need to be clearly stated in any future tenancy agreement. Plots situated at the end of blocks will be adjacent to communal grass / path areas which will be maintained by WBAGA.

What is happening to the fence and gate at the east end that was grant aided by WPC? Can it be saved and used? Intention is not strong enough!

It is proposed that the fence and gates will be reused, although they may need to be relocated depending on the requirements of WCC Highways.

I heard that the barn is to be converted into a workshop for “Men in Sheds” – is that correct?

An informal enquiry was made to WBAGA about this some months ago, but nothing has materialised, and the matter has not been raised with the Tenant.

I heard the “Men in Sheds” group want to erect a portacabin next to the barn as a workshop – is this allowed and who do they need to ask?

No it is not allowed without permission. If it was being considered, the Landowner would need to give permission.

The barn is a very dilapidated condition and may not be safe to use. Do we need to have the building inspected to make sure it's safe to use?

The new lease holds the tenant responsible for ensuring it is safe and in reasonable condition. When Phase 1 works are complete, it may be wise to inspect the building to ensure that it is structurally sound.

If repairs to the barn are needed, who will be responsible for the cost of repairing it?

The new lease holds the tenant responsible for ensuring it is safe and in reasonable condition.

If repairs to the barn are needed, will my rent go up to cover the cost?

The Tenant would discuss this with WBAGA who may wish to use reserves to cover the cost. Alternatively, when WBAGA becomes a CIO, this could be grant funded.

The new paths and roads look expensive – who will be responsible for maintaining them?

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

There is a one year warranty of the roads and paths plus ten years' insurance backed warranty.

10 Renting a plot

I am an affiliate member and would like a plot in the future if one is available – is that possible?

If you are interested in taking a plot on the new allotment site then please register your interest to admin@wbaga.co.uk stating your preference for a Full/Half/Quarter plot. Plots on the new site will be allocated to existing plotholders in the first instance and then offered to non-plot holders who have expressed an interest. In the event that all plots are allocated, a waiting list will be maintained.

11 Moving to your new plot

My items stored for removal to the new plot are in the areas allocated – when do they need to be moved and who can help me?

Any items that you wish to keep must be moved into the licenced area on the north side before 25th February. The Association is working on a scheme to help plot holders move their items and will update you by email how this scheme will work.

Is there vehicle access to all plots? Where is the car parking and how many spaces?

On the new site, there is access by light vehicle to all plots. There is adequate off road parking available, being situated on the existing car park and several lay-bys along the south side access road. The car park to the north of the new building will also be available after completion of the Phase 2 works.

12 The trading shed replacement

Will solar panels be fitted on the new building for heating and ground heat etc?

Solar panels and/or a heat pump are not part of the current building specification and so will not be provided as part of the Phase 2 works. However grant funding for such installations is available and we hope to submit an application to fund such works.

I've heard the landlord can later evict us, demolish the new building, and build a grand house with large, cultivated gardens and fantastic views of Avon Valley – is that possible?

In summary, no. The southern half of the allotments remain in the Green Belt and any future planning applications will have to deal with restrictive Green Belt and other planning policies that:

- Any planning application for a residential use of the building would require a planning application for a change of use from allotments to residential. We don't know what planning policies may be in the future, but we can see no reason why

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.

allotments would lose their current protection. It is worth remembering that the development for 48 dwellings was acceptable in planning terms due to there being a numerical surplus of allotments in policy terms. That would not be the case with the southern site.

- Development of the site for a house would not be considered appropriate development in the Green Belt.
- To qualify for a permitted development change of use from an agricultural building to residential dwelling the building must have been constructed prior to March 2013 or have been in agricultural use for 10 years. In addition the building needs to be redundant, which given the ongoing use of the site for allotments and the lack of alternative provision in Wolston, does not seem feasible without a different set of circumstances.
- The Site would remain an Asset of Community Value so a local group would be able to put in a bid for the site as allotments.
- The Parish Council will benefit from a right of pre-emption in the new lease.
- The Lease guarantees a minimum term of 20 years, so nothing can happen for at least that period, even if the planning rules do change in the meantime.

13 Glossary

Someone queried the wording of the Asset of Community Value

The definition of the Asset of Community Value was deliberately generic. If further guidance on this is needed, it can be provided but this part of the Localism Act is complex.

Not specific to any of our topics

How much front hedge will be removed when visibility splays are installed?

The requirement is for an 'x' distance of 2.4 metres and 'y' distances of 43 metres to the near edge of the public highway.

Housing development questions:

What are the working hours on the housing development site?

How long will the building work on the housing development take to complete?

What protection will there be for residents in Stretton Road in terms of dust blowing from the south west to residents' properties in Stretton Road?

These housing related questions cannot be answered yet as the information will be in the detailed planning application which has not yet been submitted.

We give these answers in good faith and believe them to be correct, but cannot guarantee their accuracy.