# BOGNOR REGIS TOWN COUNCIL

TOWN CLERK, Joanne Davis, The Town Hall, Clarence Road
Bognor Regis, West Sussex, PO21 1LD
Telephone: 01243 867744 E-mail – clerk@bognorregis.gov.uk

Dear Sir/Madam,

**EXTRAORDINARY MEETING OF THE ALLOTMENTS SUB-COMMITTEE**

I hereby give you Notice that an Extraordinary Meeting of the Allotments Sub-Committee of the Bognor Regis Town Council will be held in **The Council Chamber, The Town Hall, Clarence Road, Bognor Regis** at **5.30pm on MONDAY 23rd NOVEMBER 2026**.

All Members of the Allotments Sub-Committee are **HEREBY SUMMONED** to attend for the purpose of considering and resolving upon the business to be transacted as set out hereunder.

**CHAIR OF THE COMMITTEE** **TOWN CLERK**

**DATED this 17th day of NOVEMBER 2026**

## AGENDA AND BUSINESS

1. Welcome by Chair
2. Apologies for Absence and their approval, subject to meeting the agreed criteria
3. Declarations of Interest:
   Members and Officers are invited to make any declarations of Disclosable Pecuniary, Other Registrable and/or Ordinary Interests that they may have in relation to items on this agenda and are reminded that they should re-declare their Interest before consideration of the item or as soon as the Interest becomes apparent and if not previously included on their Register of Interests to notify the Monitoring Officer within 28 days.
   Members and Officers should make their declaration by stating:
   a) the item they have the Interest in
   b) whether it is a Disclosable Pecuniary, Other Registrable or Ordinary Interest
   c) the nature of the Interest
   d) if it is an Ordinary Interest whether they intend to leave the room for the discussion and vote
   e) if it is a Disclosable Pecuniary Interest or Other Registrable Interest, and therefore must leave the room for the discussion and vote, whether they will be exercising their right to speak on this matter under Public Question Time
4. To further consider the report on lettings
5. To consider any action to be taken in respect of large tree growing in residential property in Hawthorn Road, that is overhanging the Allotments (deferred from previous meeting)
6. To further consider sponsorship arrangements for Allotment Noticeboards – Min. 12 refers (deferred from previous meeting)

7. Reports from co-opted Allotment Holders, including report on plot conditions (deferred from previous meeting)
8. To approve changes to the Allotments Information Leaflet (deferred from previous meeting)
9. Consideration of any matters raised by the Tenants at the AGM held on 19th October 2026 that are not separate agenda items (deferred from previous meeting)
10. Correspondence (deferred from previous meeting)

**THERE IS A LIFT AVAILABLE AT THE TOWN HALL FOR ACCESS TO THE COUNCIL CHAMBER IF REQUIRED**

**BOGNOR REGIS TOWN COUNCIL**
**ALLOTMENTS EXTRAORDINARY SUB-COMMITTEE MEETING**
**23rd NOVEMBER 2026**

## AGENDA ITEM 4 – TO FURTHER CONSIDER THE REPORT ON LETTINGS

**REPORT BY SUB-COMMITTEE CLERK** **FOR DECISION**

Whilst at the previous meeting the report on lettings was noted and a decision in relation to Plot 90 was taken, owing to the meeting overrunning it was not possible to conclude the agenda item. Members are, therefore, invited to consider the remaining business to be transacted, as detailed below.

Comment has been made previously as to the frequency of letters being sent to the same Tenant, who may temporarily improve the condition of their plot, before it reverts once more to a poor standard.

The Sub-Committee Clerk enquired with the National Allotment Society as to how this issue might best be addressed with 'repeat offenders'. Whilst Clause 3d of the current tenancy agreement states the need to cultivate and Clause 5 within the Allotment Information Leaflet outlines the process to be followed in the event of non-cultivation, neither outline what process will be followed in the case of those who regularly offend.

The National Allotment Society recommend the introduction of a:

- Formal sustained growing notification and monitoring monthly
- **or**
- 'A maximum number of non-cultivation notices issued within a given period of time'

The inclusion of either statement will provide more power to manage these types of situations.

**DECISIONS**

Do Members **AGREE** to the inclusion of additional wording within the Allotment Tenancy Agreement and Allotment Information Leaflet to reflect the action that will be taken where Tenants repeatedly fail to maintain and sustain the cultivation of their allotments?

If so, which of the recommended wording do Members **AGREE** should be used for inclusion within the Allotment Tenancy Agreement and Allotment Information Guide?

# BOGNOR REGIS TOWN COUNCIL
# ALLOTMENTS EXTRAORDINARY SUB-COMMITTEE MEETING
# 23rd NOVEMBER 2026

## AGENDA ITEM 5 – TO CONSIDER ANY ACTION TO BE TAKEN IN RESPECT OF LARGE TREE GROWING IN RESIDENTIAL PROPERTY IN HAWTHORN ROAD, THAT IS OVERHANGING THE ALLOTMENTS (DEFERRED FROM PREVIOUS MEETING)

**REPORT BY SUB-COMMITTEE CLERK** **FOR DECISION**

At the last Allotment Sub-Committee Meeting a Tenant Representative referred to a tree growing in the gardens of a residential property in Hawthorn Road. The tree is now creating shadow over some of the allotments and is self-seeding.



It would appear the property is privately owned, though this is being further checked with Arun District Council. Investigations show there is no tree preservation order in place.

If confirmation is received that the property is privately owned, it is recommended that a polite letter be sent to the owner requesting, they take the appropriate action to prune any branches that cross the property boundary into the allotment.

**DECISIONS**

To **NOTE** the Sub-Committee Clerk's report.

Do Members **AGREE** that subject to confirmation being received from Arun District Council that a polite letter from the Town Council be sent to the owner requesting that a letter should be sent to the resident requesting they take action to prune the tree?

# BOGNOR REGIS TOWN COUNCIL
# ALLOTMENTS EXTRAORDINARY SUB-COMMITTEE MEETING
# 23rd NOVEMBER 2026

## AGENDA ITEM 6 – TO FURTHER CONSIDER SPONSORSHIP ARRANGEMENTS FOR ALLOTMENT NOTICEBOARDS - MIN. 12 REFERS (DEFERRED FROM PREVIOUS MEETING)

**REPORT BY SUB-COMMITTEE CLERK** **FOR DECISION**

Members previously agreed, when purchasing new allotment noticeboards, to approach local companies for sponsorship (Min. 12 refers). Given the challenges of securing sponsorship, further discussion is needed to clarify what form of sponsorship is being sought and under what terms.

**DECISION**

Members are asked to **AGREE** what type of financial sponsorship is being sought from local companies in exchange for brand visibility.

# BOGNOR REGIS TOWN COUNCIL
# ALLOTMENTS EXTRAORDINARY SUB-COMMITTEE MEETING
# 23rd NOVEMBER 2026

## AGENDA ITEM 8 – TO APPROVE CHANGES TO THE ALLOTMENTS INFORMATION LEAFLET (DEFERRED FROM PREVIOUS MEETING)

**REPORT BY SUB-COMMITTEE CLERK** **FOR DECISION**

A copy of the current leaflet is attached (**Appendix 1**) with proposed changes to be considered noted in green. Whilst the leaflet is appended to this report and, therefore in the public domain, the telephone numbers of the Tenant Representatives have been redacted on the version attached.

The changes are:

- The date on the front of the leaflet has been amended
- The Tenant Representative details have been updated by removing the details of Mr. Paul Goodchild and adding the new contact details of Mrs. Tana Jackson
- Under Clause 5, extended wording to incorporate the process to be used where Tenants repeatedly fail to maintain their plots for sustained periods of time.

A copy of the current tenancy agreement is attached (**Appendix 2**), with proposed minor wording changes to be considered also noted in green.

**DECISION**

Do Members **APPROVE** the main changes noted above?

using bad language, making discriminatory remarks, or by being drunk and annoying others. You are not allowed to be insulting, act violently or enter into any aggravated assault. Clause 3.f. of your Tenancy Agreement applies and the terms "annoyance or nuisance" includes discrimination against any protected characteristics as defined in the Equality Act (2010).

**20. Trespass** - You should not trespass on the plots of other tenants unless they have given you permission and other tenants are aware of this agreement.

**21. Plot numbers** - In reference to Clause 3c of the Tenancy Agreement, you must ensure the post displaying your plot number is always visible.

**22. Code to the Allotment Site** - You may not pass the allotment keycode to any unauthorised person or to a child. The code is provided for the use of the tenant only.

**23. Permissions** - You are reminded that written permission must be obtained from the Town Council for any structure (including sheds, greenhouses and poly tunnels) or trees/large shrubs to be erected on your plot. Structures must be for the purpose of cultivating the plot as an allotment garden only, and constructed of non-hazardous materials. New play equipment, summer houses, etc. will no longer be permitted from June 2024.
No more than 30% of a plot must be taken up for non-cultivated use (including paved/grassed/built areas).
No other built or temporary structure is permitted.

**24. Weedkiller & Pesticides** - The use, in accordance with manufacturers' instructions, of environmentally friendly, organic ferric phosphate slug pellets is ALLOWED. All other chemical weedkiller or pesticide is strictly forbidden on the allotments.

**25. Rotavating** - Plots being re-let will not be rotavated .

**26. Safety first** - You are responsible for ensuring that your shed, structure or greenhouse is a sound structure, will not collapse in high winds, and does not contain any hazardous unsecured contents. Any chemicals should be locked up in your shed or removed from the allotment site. The storage of fuel, gas or other flammable/explosive substances is strictly prohibited, whether stored in appropriate containers or otherwise.

**27. Carpets & Tyres** - These pollute the soil by leaching harmful chemicals into the ground. They must NOT be used on the Allotments for any reason.

**28. Change of address or contact details**- The tenant is required to give notice in writing of any change of postal address, email address or telephone number within 14 days of such change.

**29. Bonfires and barbecues** - Short, sharp bonfires are permitted for the disposal of dry garden waste only. All other rubbish must be taken away and disposed of off site. Nothing should be brought on to the allotment site to be burnt on a bonfire. Bonfires and barbecues must be extinguished before leaving the site and you should be mindful of smoke causing a nuisance in a residential area.

**30. Serious Incidents** - In the first instance report any incidents to 999 in an emergency, or 101 / 111 for non-emergencies, then to the Town Council.

**31. Insurance** - Plot holders have responsibility for any third party liability claims and should consider having their own insurance in place for such claims.

**32. Probation Period** - New plot holders will be under a three month probationary period. Failure to abide by the terms of the Tenancy Agreement and/or Allotment Information Leaflet within this period may result in termination of the tenancy (i.e. a Notice to Quit).

**33. Sonic Cat Repellers** - Any animal repellent device that uses sound as a deterrent are prohibited from the allotments without exception.

Allotments Sub-Committee Clerk: Ingrid Cross 01243 867744

Tenants Representatives are:
Mr. Colin Penfold Plot 7A (Original Site) [redacted]
Mrs. Tana Jackson Plot 14A (Original Site) [redacted]
Mrs. Louise Russell Plot 104 (Re-established Site) [redacted]
Mr. Phil Fortin Plot 36 (Re-Established Site) [redacted]

**To report an injured animal, contact Brent Lodge on 01243 641672 or West Sussex Wildlife Protection on 01243 825804**

# BOGNOR REGIS TOWN COUNCIL

## ALLOTMENT INFORMATION LEAFLET

**November 2026**

**Emergency: 999**
**Police: 101**
**NHS: 111**
**Town Council: 01243 867744**
**www.bognorregis.gov.uk**

**Please keep this booklet safe**

*This leaflet has been produced to keep you informed of the current guidelines for the Bognor Regis Town Council Allotments. Please keep it safe. This, along with your Tenancy Agreement, forms the basis of your contract with the Town Council*

**1. Gates** - You must always shut and lock the gate when entering or leaving the allotment site.

**2. Dogs** - With reference to Clause 3n of the Tenancy Agreement, dogs must be well-behaved and kept under control on a fixed lead. Any mess must be cleaned up and properly disposed of.

**3. Children (i.e. anyone under the age of 16)** - Children are allowed on the allotment site. However, they must be with a tenant who is responsible for their behaviour and safety. Children should remain within the confines of the plot and not be allowed to walk around the site unsupervised. Large play equipment such as, but not limited to, as swings, slides and trampolines are **NOT** allowed on the allotment site.

**4. Trees/fruit bushes** - Fruit trees and other trees that produce edible produce such as Olive and Bay trees are permitted to be planted on the allotment site. The trees must be pruned and maintained regularly, and they should **NOT** be allowed to overgrow your plot. Trees should be maintained to a maximum height of 8ft if they shade neighbouring plots. If they only shade your plot they can be allowed to grow to 10ft. It is not permitted to allow plots to become orchards.
The planting of fir trees is prohibited.

**5. Cultivation** - In addition to Clause 3d of the Tenancy Agreement, your plot must be kept free from weeds including docks, thistles, couch grass, and brambles. Tenants are required to always keep their footpaths and edges to their plots tidy. If you fail to maintain and cultivate your allotment you will be sent two warning letters requiring you to cultivate the plot. If the plot remains uncultivated it will result in a final warning in the form of a Notice to Quit being issued. Plot holders who regularly fail to maintain their plots will be subject to a sustained cultivation notice and monthly inspections **or** and are in receipt of XXX cultivation letters in a XX period may be subject to a Notice to Quit being issued. Plot holders are required to ensure there is monthly cultivation activity on their plot.

**6. Need help** - If you feel you no longer have the time or energy to maintain your plot (this must be done regularly or the overgrowth becomes a problem for others), talk to the Town Council.
Do not let it wait until the end of the tenancy year. Someone may be willing to share part of your plot although you would still be the responsible tenant.

**7. Vacating your Plot** - You are required to remove your belongings within 7 days, leaving the allotment in a clear and tidy condition for the Town Council to offer it to the next person on the waiting list, otherwise you will forfeit your holding deposit. You will be invoiced for any clearance costs in excess of your holding deposit.
You may not sub-let your plot or offer it to someone else if you are vacating your allotment.

**8. Repairs and Renewals** - If you have noticed a damaged fence, leaking water tap or had difficulty opening the lock to the site, please tell one of the Tenant Representatives or, if urgent, telephone the Town Council and the repair will be arranged as soon as possible.

**9. Consideration** - Further to Clause 3h of the Tenancy Agreement, please show respect and consideration for others, especially when erecting a shed or greenhouse, planting something that will grow tall or installing poly-tunnels - all of which may shade the neighbouring plot resulting in loss of vital sunshine.

**10. Tetanus** - This can be caused by bacteria present in soil and manure. It may enter the body through a scratch, thorn, or cut. Make sure that you have a vaccination that can protect you against the disease. Your doctor can help with this.

**11. Legionnaires' Disease** - Legionella bacteria likes to grow in water in warm conditions over 20°c and it can also be found in composts. It can enter your body if inhaled in the form of water droplets (aerosols).
You must drain your hosepipe after every use to help reduce the risk of bacteria growing. You must also avoid creating aerosols formed by water spray; sprinklers or hosepipe spray attachments are **not** permitted.
Tenants bringing their own water storage devices onto their plot (e.g. water butts, tanks) take full responsibility for health & safety risks. The Town Council cannot take any liability for illness or injury caused by such devices.
You are also advised to store compost outside in the shade and to take care when opening the bag.

**12. First Aid Kit** - It is recommended you keep a first aid kit in your shed.

**13. Rats** - If you see any evidence of rats on your allotment this should be reported to a Tenants Representative or the Town Council Office who will make the necessary pest control arrangements.

**14. Health and Safety** - Please ensure that all tools, hosepipes, glass or any other hazardous items are stored in your shed when not in use. Items such as wooden planks or canes should be stored neatly on your plot. Should you wish to raise any health and safety issues please speak to your Representative or contact the Allotment Sub-Committee Clerk at the Town Council.

**15. Trade or business** - You may not carry out any trade or business from your allotment.

**16. Rubbish** - In addition to Clause 3k of the Tenancy agreement, you may not bring any rubbish (including old tyres or anything containing asbestos) to the allotment site or you may be charged for the removal of the rubbish.

**17. Communal pathways and boundaries** - You may not, at any time, leave rubbish, compost bins, or any object to cause obstruction of the communal pathways. If you do you may be charged for its removal. Your plot and paths must be kept free of hazards, i.e. broken glass or scrap metal. Paths should be maintained at a minimum of 2ft wide. You must leave clear access to all boundaries to allow for maintenance of the fences and hedges.

**18. Hosepipes** - You are only allowed to use a handheld hosepipe. You are not permitted to leave a hosepipe with running water unattended or use a sprinkler system. To ensure fair access to the taps you are limited to 30 minutes use at a time. The hosepipe must be disconnected, emptied and stored before leaving your plot. Watering cans are to take priority. Tenants **MUST NOT** install or bury their own water pipes or connections.

**19. Public nuisance** - You should not cause a nuisance to your neighbours by playing loud music,

**BOGNOR REGIS TOWN COUNCIL.**

**Gravits Lane/Sandringham Way Allotments**

**Plot Number:** ????? **Plot Size:** ????$m^2$ **Plot Holder:** ?????

**Address of Plot Holder:** ??????

An **AGREEMENT** made the **XXXX 20??** between **BOGNOR REGIS TOWN COUNCIL** (hereinafter called "the Council") acting by **MRS. JOANNE DAVIS** their Clerk, of the one part and the above named (hereinafter called the "Cultivator") of the other part.

**WHEREBY IT IS AGREED** as follows:

**1.** The Council let and the Cultivator takes as from the above-mentioned date all that above detailed plot of ground being part of the allotment land maintained by the Council for use as an allotment garden and for no other purpose.

**2.** The Cultivator shall pay the Council for the use of the said plot an annual rent of an amount determined by the Town Council and payable in the manner following, namely:
- **a.** On the signing hereof, a proportionate part of such annual rent calculated from the date hereof up to the last day of March.
- **b.** Thenceforth during the continuance of the said tenancy by yearly payments in advance on the first day of April each year.

**3.** The Cultivator agrees with the Council:
- **a.** To pay the said rent at the time and in the manner aforesaid clear of all deductions.
- **b.** That rent may be increased at any time as determined by the Council provided the Council takes reasonable steps to give notice by way of signs on gates, e-mail or post correspondence, or by newsletters, etc. Failure to give notice to any individual Tenant will not invalidate the Tenant's rent increase.
- **c.** To use the said plot as an allotment garden and for no other purpose.
- **d.** To keep the said plot clean, free from weeds and maintain and sustain a good state of cultivation and fertility and to keep adjoining footways trimmed and plot numbers clearly marked.
- **e.** To permit any duly authorised officer of the Council at any time to enter and inspect the said plot, or any structures on the said plot.
- **f.** Not to assign, underlet or part with the possession of the said plot or any part thereof without written consent of the Council.
- **g.** Not to cause any nuisance or annoyance to the Cultivator of any adjoining land nor obstruct any path set out by the Council for the use of Cultivators of any adjoining land.
- **h.** Not to keep on the said plot any livestock.
- **i.** Not to erect any building or structure on the said plot without the previous consent of the Council.
- **j.** Not to allow any vehicle, caravan or mobile home on to the said plot.
- **k.** Should the Council be required to remove any material, buildings or vehicle from the said plot to return the ground to a reasonable state of cultivation, then the Council may carry out this work and recover the costs from the Cultivator.
- **l.** Not to deposit or allow other persons to deposit on the said plot any earth, road sweeping refuse or other materials except only manure in quantities such as may reasonably be required for immediate use in cultivation.
- **m.** Not to use barbed wire for a fence adjoining any path set out by the Council for the use of cultivators of any adjoining land.
- **n.** To ensure that the area around the water standpipes is left clean and free from refuse, after use.
- **o.** To ensure that dogs are always kept under control whilst at the allotment site.
- **p.** To observe and perform all rules and regulations relating to allotment gardens which may at any time be made by the Council and of which he/she may be notified.
- **q.** The use of herbicides is prohibited.
- **r.** That the Town Council will not be responsible for loss or damage to any gardening equipment or sheds owned/used by the Cultivator at the Gravits Lane/Sandringham Way sites.
- **s.** That the Council has the right to refuse admission to the allotment site to any person other than the Tenant or his/her immediate family.
- **t.** Not to remove or encroach upon any path set out by the Council without the previous written consent of the Council.

**u.** To ensure that smoke from bonfires does not cause a statutory nuisance nor interfere with peoples use and enjoyment of neighbouring properties.

**v.** To burn only dry materials to create a quick hot fire.

**w.** Not to burn household rubbish or plastics.

**x.** Not to bring, or keep on said plot, any firearms, imitation firearms, or any other offensive weapon (such as knives, air rifles, air guns, catapults) and not to discharge firearms or use any weapons on the allotment site, as they may be liable to prosecution. This is applicable to tenants, or people associated with said tenants.

**y.** Not to cause damage to the Town Council's boundary fences, hedges, paths, taps and other people's property at the allotment site. Those causing damage may be liable to prosecution and would be responsible for the cost of repairs and/or replacement of damaged items. This is applicable to tenants, or people associated with said tenants.

**z.** Tenants permitting the growth of any plant species as prescribed in the Weeds Act (1959), Schedule 9 of the Wildlife and Countryside Act (1981), and/or The Invasive Alien Species Regulation (Regulation (EU) 1143/2014), unless extenuating circumstances can be identified, or the growth of illegal substances (cannabis, etc.) will receive a Notice to Quit after due consideration.

**4.** The tenancy hereby created shall continue until determined in any of the following ways:

**a.** By death of the Cultivator.

**b.** By re-entry by the Council at any time after giving three calendar months previous notice in writing to the Cultivator on account of the plot being required:

**i.** For any purpose (not being the use of the same for agriculture) for which it has been appropriated under any statutory provision or

**ii.** For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

**c.** By re-entry by the Council at any time:

**i.** If rent or any part thereof is in arrears for not less than forty days whether legally demanded or not or

**ii.** If it appears to the Council that there has been any breach of the conditions and agreements on the part of the Cultivator herein contained and, provided that if such breach be of the conditions or rules affecting the cultivation of the plot, at least three months have elapsed since the commencement of the tenancy; but the Cultivator shall not be entitled to a refund of any part of the rent paid by him/her or

**iii.** If the Cultivator shall become bankrupt or compound with his/her creditors.

**d.** By the Cultivator giving to the Council one calendar month's notice in writing expiring at any time, but the Cultivator shall not be entitled to a refund of any part of the rent paid by him/her.

**5.** Any notice given by the Council under this agreement may be served on the Cultivator either personally or leaving the same at his/her last known place of abode, or by recorded delivery letter addressed to him/her there, or by fixing the same in some conspicuous manner on the said plot.

**6.** The Cultivator shall, on determination of the tenancy, be entitled to compensation only in the event and to the extent prescribed by Section 2 sub-sections 2 and 3 of the Allotments Act 1922 as extended by the Allotments Act 1950, but not further or otherwise.

**7.** The Council shall on termination of the tenancy be entitled to recover compensation from the Cultivator by virtue of Section 4 of the Allotments Act 1950 in respect of any deterioration of the land caused by the failure of the Cultivator to maintain the land clean and in good state of cultivation and fertility.

**8.** The Allotment Information Leaflet, together with this Tenancy Agreement, forms the contract between the Cultivator and Bognor Regis Town Council. Failure by the Cultivator to comply with the conditions of the Allotment Information Leaflet shall constitute a breach of the Tenancy Agreement and may result in the tenancy being terminated.

**9.** Behaviour directed towards Council Officers, Elected Members or other Plot Holders that is considered contrary to the Town Council's Bullying & Harassment Statement will not be tolerated and will result in a Notice to Quit after due consideration.

***I agree that I have read and understand Bognor Regis Town Council's Privacy Notice. I agree by signing below that the Council may process my personal information for statutory purposes, providing information and corresponding with me. I have the right to request modification on the information that you keep on record.***

**IN WITNESS** hereof the parties hereto have set their respective hands the day and year first before written.

**SIGNED** by the said **MRS. JOANNE DAVIS**
For and behalf of ……
**BOGNOR REGIS TOWN COUNCIL**

……

**SIGNED** by the said **CULTIVATOR** X……

In the presence of
(Witness's signature)
Address ……

……

…….....

Occupation …….....

# BOGNOR REGIS TOWN COUNCIL
# ALLOTMENTS EXTRAORDINARY SUB-COMMITTEE MEETING
# 23rd NOVEMBER 2026

## AGENDA ITEM 10 – CORRESPONDENCE (DEFERRED FROM PREVIOUS MEETING)

**REPORT BY SUB-COMMITTEE CLERK** **FOR INFORMATION**

1. Brick Kiln Garden Centre – offer of 20% discount and a Free Hot Drink in restaurant to all allotment plot holders in celebration of National Allotments Week (10th August to 16th August 2026). Circulated to all plot holders.