



Report to Full Council

North Moors Allotments – Potential Transfer

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Purpose: To inform Members of discussions held with Guildford Borough Council (GBC) regarding the potential transfer of management responsibility for North Moors Allotments [photographs shown in Appendix C] and to outline key implications relating to staffing, legal duties, and associated risks.

1. Background

Guildford Borough Council (GBC) currently manages North Moors Allotments at Slyfield.

The North Moors Allotments were created as a direct result of the redevelopment of the allotment site at The Aggie to create the Weyside Urban Village.

Official Planning Consent and Conditions: In the original hybrid planning consent for the Weyside Urban Village (Ref: 20/P/02155), and the subsequent reserved matters/variation applications (e.g., Ref: 21/P/01882), the council formally committed to providing replacement allotment plots at North Moors and Woodside Road. These applications are specifically framed as required to facilitate the wider regeneration project by "re-providing" allotments displaced from the existing Bellfields site.

Consultation with Guildford Allotment Society: Planning documents explicitly mention that the layout, design, and facilities of the replacement North Moors site (including toilets, office/storage areas, and bee-keeping plots) were updated in direct consultation with the Guildford Allotments Co-operative Society (GACSL) to ensure the new plots met the required specifications.

Land Use Guarantee: By law, and within the binding Heads of Terms/conditions of the hybrid consent, the Borough Council as the landowner is obligated to provide suitable alternative allotments to displaced tenants. While the North Moors site has been built to accommodate 78 of these displaced plots plus two bee-keeping plots, the ongoing obligation to manage and support these displaced individuals continues as a core commitment of the overarching project.

A meeting was held between representatives of GBC (Hendryk Jurk and Nicola King) and officers of Worplesdon Parish Council (Clerks and Assistant Clerk) to explore future management options for the site.

This discussion has arisen in the context of **Local Government Reorganisation (LGR)**. GBC has indicated that, in parished areas, allotments are typically managed at parish level and that alternative management arrangements are therefore being considered for the North Moors site.

Guildford Allotment Society (GAS) do not have the resources or desire to manage this site.

The options under consideration include:

- Transfer of the management to Worplesdon Parish Council (WPC)
- Management via Guildford Allotment Society (GAS) [GAS have stated they do not currently want to take on the responsibility for the site]
- Self-management by the allotment tenants

The North Moors allotment site lies within the Worplesdon Parish Council boundary so would not be taken on as an asset of a new Guildford Town Council:

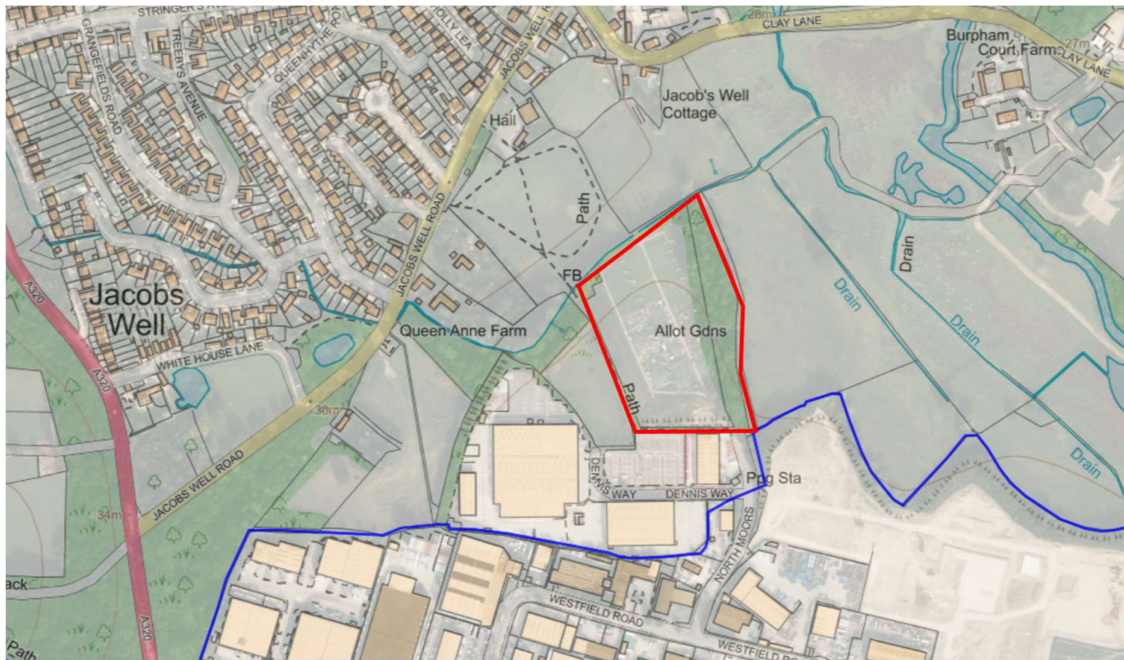


Figure 1: Map showing the location of the site boundary and the parish boundary

[The red line highlights the site boundary and the blue line highlights the parish boundary]

2. Key Site Information (as advised by GBC)

- Approximately **65 allotment plots** overall (with potential for subdivision of larger plots) [although planning permission was given for 78-plots and two bee-keeping plots]
- **43 plots** are currently let – 22 are vacant [more looked vacant during our site visit]
- Around **90% of tenants reside within Worplesdon Parish** [this has not been verified]
- Current allotment year runs **September to August**
- Site operates under informal volunteer warden arrangements, with no formal hierarchy [unconfirmed]
- Current rental structure based on:
 - Per “rod” charging model [1 rod equates to approximately 25 square metres, and most plots are 10 rods]
 - Water contribution element included

- Current rent:
 - Approx. **£70 for a 10-rod plot (GBC rate)**
 [comparable allotment rentals in Guildford: Approx. **£75 (GAS-managed rate)**]
 - Although GBC recommended a rent increase of approximately 25% to bring the rents inline with national rod plot prices [Appendix D shows comparable plot prices across other local parishes]
- Estimated financial position:
 - Site operates at an **approximate annual deficit of £1,000** (clarification from GBC is required on whether this includes or excludes the external subsidy of utilities [water and electricity, and emptying of the septic tank] via Weyside Urban Village development)
- Estimated officer time:
 - Approximately **20 hours per month** administrative input (GBC officer estimate)

Clarification and financial modelling are required to establish where the responsibility for ongoing utilities expenditure lies. We have assumed that all of these costs would fall to Worplesdon Parish Council if the site were taken on. Guildford Borough Council planning and legal team to confirm the S106 responsibilities in respect of the allotment provision.

Clerk's Comments and Recommendation: If the allotments were to be transferred to Worplesdon Parish Council, parish residents should be charged at a standard rate whilst non-residents fees should attract an uplift.

A standard plot comprises 10 rods. Half plots are the equivalent of 5 rods. Not all plots on the North Moors site are standard sizes. Similarly, by having quarter plots it might attract additional people to utilise plots at the site.

3. Options Under Consideration

GBC is currently exploring three broad options:

1. **Transfer to Worplesdon Parish Council**
2. **Continuation of management but via Guildford Allotment Society (GAS)** [GAS have indicated that they do not have the resources to operate the site]
3. **Self-management model by tenants**

Funding or grant support may be available under any option; however, GBC has indicated that **a financial dowry or transfer incentive is unlikely but not impossible**, on the basis that allotments are expected to be self-financing. However we could push for this, and there is the possibility that a reference has been made to this within the relevant S106 document, if provision was made.

4. Legal Framework and Ownership Considerations

GBC legal services are currently reviewing appropriate transfer mechanisms, which may include:

- **Freehold transfer under Community Asset Transfer arrangements**
- **Long-term lease arrangement**
- **Partial transfer of land responsibility (e.g. up to fence line)**, potentially leaving surrounding trees and associated liabilities with the future unitary authority

Key legal considerations for WPC would include:

- Responsibility for compliance with **Allotments Acts (1908–1950)**
- Tenancy agreements and enforcement powers
- Liability for site safety and infrastructure maintenance
- Clarification of boundary responsibilities (particularly trees, gates, fences, and external surrounding land including the public footpath)

5. Staffing and Administrative Implications

Initial indications suggest the following workload implications if WPC were to assume management:

- Approx. **20 hours per month officer time** (based on current GBC estimates)
- Rent invoicing and collection (currently annual billing model)
- Pro-rata tenancy management for mid-year changes
- Waiting list administration and allocation of plots
- Tenant communications and dispute resolution
- Site inspections and enforcement of tenancy conditions
- Liaison with insurers, contractors, and utilities providers
- Basic groundskeeping – path maintenance/weed control in communal areas and on unoccupied plots
- Maintenance of unoccupied sheds, which are deteriorating

Additional considerations:

- Potential requirement for specialist allotment management software (e.g. Scribe module – cost to be confirmed)
- Need for clear procedural framework and governance documentation
- Reliance on volunteer wardens currently in place, with need to formalise roles and responsibilities

Conclusion on staffing:

This function would represent a **material ongoing administrative commitment** and should be considered alongside existing officer workload capacity and resilience within the Council. It would be prudent to include this in addition to the responsibilities allocated for the Communications and Community Engagement Officer.

6. Financial Position and Risks

Key financial points requiring clarification:

- Whether current £1,000 annual deficit includes subsidised utilities (Weyside Urban Village contribution)
- Future exposure to water and electricity price increases
- Potential capital liabilities (fencing, access road, water infrastructure)
- Absence of confirmed dowry or transfer payment from GBC
- Benchmarking required against other allotment sites across Surrey and England
- Insurance requirements – potentially both for Worplesdon Parish Council and for allotment holders [Contact with Zurich as our current insurers and The National Allotment Scheme is required]

Additional risks:

- Inability to recover full cost of service without rent increases
- Exposure to unforeseen maintenance liabilities
- Potential requirement for reserve funding allocation

The site is exempt from Business Rates under Schedule 5 Local Government Finance Act 1988.

It may be possible to obtain small grants to undertake works on the site from a variety of different sources [potentially including National Lottery Awards for All, National Allotment Gardens Trust (NAGT), National Garden Scheme (Community Gardens Grants), and B&Q Foundation Grants).

7. Infrastructure and Maintenance Considerations

Items identified for further investigation:

- Condition of gravel access road
- Tree stock and confirmation of Tree Preservation Orders (TPOs)
- Water supply infrastructure and leakage risk, together with excessive use by some ploholders
- Electricity supply arrangements (currently funded via Weyside Urban Village)

- Security fencing and plot boundaries
- On-site beehives (currently 3 in number, to be securely enclosed)
- Shed maintenance and replacement
- Weed-proof membrane/black plastic used to cover unused plots as a weed suppressant

8. Crime and Disorder Act 1998 Considerations

Under the **Crime and Disorder Act 1998 (Section 17)**, the Parish Council must have regard to the likely effect of its functions on crime and disorder in its area and do all that it reasonably can to prevent crime and disorder.

Potential implications for North Moors Allotments include:

- Risk of trespass or unauthorised access to site
- Theft or vandalism of equipment, produce, or infrastructure
- Fly-tipping on or near perimeter boundaries
- Anti-social behaviour if site boundaries or oversight are insufficient
- Safeguarding considerations relating to public access areas

Mitigation measures likely to be required:

- Clear site security arrangements (locks, fencing, gates)
- Defined access protocols for tenants and visitors
- Formalised tenancy agreements with enforceable conditions
- Regular site inspections and reporting mechanisms
- Clear escalation process for incidents

This introduces a statutory responsibility to actively consider crime prevention through management arrangements and site design.

9. Governance and Management Structure

Current arrangements are described by the GBC officers as:

- Volunteer warden system
- Equal status among tenants with no formal hierarchy

If transferred, the Parish Council would need to ensure:

- Clear governance framework for decision-making
- Defined responsibilities for wardens/volunteers

- Formal complaints and dispute resolution procedure
- Consistent enforcement of tenancy rules
- Alignment with Council policies and insurance requirements

10. Related Planning and Development Context

- Weyside Urban Village development currently subsidising utilities - clarification of any S106 commitments relating to the site is necessary.
- Action required to confirm:
 - Whether Section 106 agreements or planning conditions impose obligations relating to allotments
 - Whether any long-term financial or maintenance obligations are embedded within planning approvals

11. Opportunities

Potential benefits of Parish Council involvement may include:

- Local democratic control of a key community asset
- Improved responsiveness to tenants
- Potential to enhance community gardening initiatives (e.g. unused plots)
- Greater integration with local environmental and wellbeing objectives
- Provision of a service not currently available within the Parish (which is considered a statutory duty under s23 and s 25 Small Holdings and Allotments Act 1908, supplemented by the Allotments Acts 1922 and 1950)

12. Key Risks Summary

- Ongoing staff resource requirement (~20 hrs/month initial estimate)
- Unconfirmed long-term maintenance liabilities
- Lack of guaranteed financial support from GBC
- Potential exposure to infrastructure renewal costs
- Legal responsibility under Allotments legislation
- Statutory obligations under Crime and Disorder Act 1998
- Dependency on volunteer governance model requiring formalisation
- Potential Financial Exposure - While individual plot holders pay for what they use via their annual rent and water top-ups, currently GBC retains the financial liability for any systemic

failures. If a major underground water leak occurs or if the communal building's electrical infrastructure fails, the capital repairs cannot be legally forced onto the tenants and must be funded out of GBC's asset management budgets. This exposure could potentially be passed on to WPC.

13. Recommendations

Members are asked to:

1. Note the information provided by GBC to-date regarding North Moors Allotments.
2. Request further clarification on the financial position, including subsidy arrangements and full lifecycle costs.
3. Request a detailed legal position statement from GBC regarding transfer options (lease vs freehold vs partial boundary transfer).
4. Commission a full staffing impact assessment including officer time, software requirements, and ongoing administrative burden (which, in turn, will highlight the financial impact/liabilities).
5. Request confirmation of insurance, liability, and Crime and Disorder implications from the Council's insurers.
6. Undertake a site visit prior to any decision in principle.
7. Defer any decision on acceptance of transfer until full due diligence has been completed.

Appendices:

Appendix A - Site plan received from GBC 15.06.26

Appendix B - Blank allotment tenancy agreement 15.06.26

Appendix C - Photos taken 25.06.2026

Appendix D - Comparable allotment charges in nearby parishes

Appendix E - Site layout as per the planning application and internal plans for the structures located onsite

Appendix E – Strengths-Weaknesses-Opportunities-Threats (SWOT) Analysis



TENANCY AGREEMENT

THIS AGREEMENT is made the [Date].

BETWEEN GUILDFORD BOROUGH COUNCIL

(hereinafter called "the Council") of the one part of Millmead House Millmead Guildford in the County of Surrey and

_____ of

(hereinafter called "the Tenant" or "Tenants") of the other part.

WHEREAS

The Council leases and manages certain Allotments within the Borough of Guildford (hereinafter called the "Allotment Areas") and is authorised to enter into individual Tenancy Agreements with Tenants.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The Council agrees to let and the Tenant(s) agrees(agree) to take on a tenancy from the ____ (Date) the Allotment Garden numbered ____ of ____ rods or thereabouts at (site) (hereinafter called "the Allotment").
2. The Tenant(s) shall pay annual Rent in advance by 1st September each year. The tenant(s) shall pay upon demand for any part thereof for the first year. The Council shall advise the Tenant(s) in writing of any alteration in rent at least 30 days before the annual rent is due.
3. The Tenant(s) shall pay such other Charges as the Council may determine annually, by 1st day of September each year. The Council shall advise the Tenant(s) in writing of any alteration in such Charges at least 30 days in advance of such charges falling due.
4. The Tenant(s) shall abide at all times with the Rules of Allotment Gardens of the Council as amended from time to time, attached hereto as Appendix I. The Council shall give the Tenant at least 30 days' notice in writing of any changes to the Rules of Allotment Gardens.
5. The Tenant(s) shall not assign or sub-let any part of the Allotment without prior written agreement of the Council.
6. The Tenant(s) may terminate this tenancy at any time provided they have given thirty days written notice to the Council.
7. The Council may terminate this tenancy immediately and without notice in the following circumstances:
 - 7.1.1 non-payment of Rent or other Charges when they fall due; or
 - 7.1.2 breach of Rules of Allotment Gardens that has not been remedied within 30 days of written notice to do so, or
 - 7.1.3 selling for profit any produce grown on the allotment, or
 - 7.1.4 the Tenant(s) becomes bankrupt or enters into an insolvent arrangement with his/her creditors, or
 - 7.1.5 if a tenant offers verbal abuse or violence to any of the Council's officers or duly authorised persons
 - 7.1.6 is found fly tipping on the Allotment Areas.
8. This Tenancy may also be terminated (a) by the Council giving to the Tenant(s) 12 months' notice in writing expiring on or before 6th April or on or after 29th September in any year or (b) upon 3 months' notice in writing by the Council has served notice on account that the Allotment Areas is required in accordance with the statutory entitlement of the Council.

1. In the event of termination of tenancy as given in Clauses 6 and 7 above, it is the tenant's(s') responsibility to arrange to remove any tools and personal possessions from the site without delay and leave it in a clean and tidy condition. Neither the Council nor its Officers can accept responsibility for any tools or possessions left on the site at the termination and any so left may be stored for a period not exceeding one month for collection by appointment with the Site Warden. After this time they will become the possession of the Council and disposed of as deemed appropriate.
2. This tenancy will automatically terminate on 30th September 2026 unless otherwise extended.
9. The Current Rent and Charges are set out in Appendix II. This will be amended from time to time and the Council will advise tenants in writing at least 30 days before any demand to pay is due.
10. Any Notices to be sent by either party shall be duly served:
 - 10.1 if sent by the Council to the Tenant by email or by post to the address of the Tenant(s) held by the Council;
 - 2.1 if sent by the Tenant(s) to the Council by email to Northmoorsallotment@guildford.gov.uk or by post addressed to the Council's Parks & Countryside Lead, Guildford Borough Council, Millmead House Millmead Guildford Surrey.
 - 10.2 if sent by first class post, such Notice shall be deemed to be served 2 days after the date of the letter, and if sent by email it will be deemed to be served on the date of issue.
11. If any dispute or difference arises under this Agreement which cannot be resolved between the Council and the Tenant(s), either of the parties may refer the matter to Guildford Borough Council's Parks & Countryside Lead, requesting a meeting between the parties with the General Manager of Parks whereat both parties may make representations to the Parks & Countryside Lead, who will then consider the matter and whose decision shall be final and binding on the parties.
12. The Tenant(s) shall observe and perform any special condition which the Council considers necessary to preserve the Allotment from deterioration and of which notice is given to the Tenant in accordance with clause 12 above.
13. The Tenant(s) give their consent to the Council to share their personal information with third parties when it is necessary to do so for the purposes of keeping tenants informed of matters that concern their use of an Allotment Garden.
14. This Agreement together with the Appendices comprises the entire Agreement between the Tenant(s) and the Council. The terms of which may be amended from time to time and will be advised to the Tenant(s) in writing.
15. The Council intends to grant a lease of the Allotment Areas (the **Lease**) to Guildford Allotments Co-operative Society Limited (the **Society**) at any stage following the date of this tenancy agreement whereupon the Society will be responsible for the management and leasing the Allotment Areas. Following the grant of the Lease:
 - 15.1 The Council will serve a written notice on the Tenant(s) (a **Novation Notice**) confirming that the Lease has been granted together with details of the relevant officers of the Society to be contacted in accordance with clause 12 above and that the Allotment Areas are thereafter to be managed and leased by the Society from the date of the Lease;
 - 15.2 All references to the Council in this Agreement shall be read as references to the Society from the date of service of the Novation Notice; All rents and other sums due from the Tenant(s) pursuant to this Agreement shall be paid to the Society from the date of the Novation Notice; and
 - 15.3 Following the date of the Novation Notice, for the purposes of clause 8(b), the Society shall be able to serve notice on the Tenant(s) only where the Council has first served notice on the Society pursuant to the Lease that the Allotment Areas are required in accordance with the statutory entitlement of the Council.

IN WITNESS WHEREOF

Signed by Tenant 1 _____ Print name _____

Signed by Tenant 2 _____ Print Name _____
(if relevant)

Signed by _____ Nicola King _____ Print Name _____
For and on behalf of
Guildford Borough Council

APPENDIX I REGULATIONS OF ALLOTMENT GARDENS

These regulations apply for the tenancies with Guildford Borough Council and tenancies with Guildford Allotments Co-operative Society Limited (the Society).

All references to the Society are to be read as references to the Council where the Council are the managers of the relevant.

General

1. To inform the Society immediately of any change in the Tenant's(s') address, email address or phone number. If you do not inform the Society, this cannot be used as an excuse that Tenants have not received a communication sent by the Society. The Society will use email as the preferred method of communication.
2. Tenants have a duty of care to everyone, including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotavators, mowers and other mechanical/powered equipment both in relation to the user and any third-party. When using Society machinery or equipment, appropriate personal protective equipment (such as gloves, eye protection, boots and ear-defenders) shall be worn.
3. To permit the Society's Officers, Site Wardens or Duly Authorised Persons to enter upon and inspect the Allotment at any time. Also, to permit two Members of the Committee of Management of the Society to gain access to and to inspect any shed or building on any Allotment in the presence of the Tenant.
4. Not to cause nuisance, harassment or annoyance to the Society's Officers, Site Wardens, other Duly Authorised Persons or to the occupier of any other Allotment or occupiers of nearby property. Any use of verbal abuse, violence or threats of violence to any personnel or damage to another's property will be grounds for immediate termination of tenancy. It is not permitted to enter another Tenant's Allotment without their, or the Site Warden's, permission.
5. Not to bring onto, or carry away, any mineral, gravel, sand, earth or clay, or permit any other person to do so without the permission of the Society. This does not preclude the use of soil improvement additives such as lime or sea minerals, or from disallowing the use of bagged topsoil to fill raised beds.
6. The Society shall not be responsible for the loss of produce. Nor will it be responsible for the loss of any equipment or personal possessions that any Tenant may bring onto or store on the Allotment or Allotment Areas.
7. Not to erect any notice or advertisement on the Allotment or Allotment Areas without the permission of the Society.
8. Not to bring or allow to be brought onto the Allotment or the Allotment Areas any firearms, including air rifles, explosives (including fireworks) or other offensive weapons. Sparklers are acceptable.
9. The Tenant shall report, immediately upon becoming aware of, any incidence of theft or vandalism to the Society through their Site Warden.
10. Not to carry out any work or alternation to any part of any water, drainage, electrical or gas installations on the Allotment or Allotment Area without the written permission of the Society.
11. The Tenant shall at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site. The Allotment or Allotment Areas or any structures thereon may not be used for any illegal, immoral or anti-social

purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate termination of their tenancy.

12. A 16-year-old cannot legally hold a contract but may become an allotment holder. In this instance, the Tenancy Agreement will be issued to, and signed by, the Parent or Guardian on behalf of the 16-year-old. When the 16-year-old becomes 18 years old, the Tenancy held by the Parent or Guardian will become null and void and a new Tenancy Agreement will be issued to the 18-year-old.
13. As from 1st October 2007, no Tenant shall be allowed to hold more than a total of 20 rods.
14. All concessions granted to Tenants under the Guildford Allotment Society (GAS) tenancy agreements, i.e. before 30th September 2019, will continue to be granted under this, GACSL, tenancy agreement.

Cultivation, Allotment Care and Pest Control

15. To cultivate the Allotment, a minimum 75% in cultivation, and to keep it free from rubbish, weeds and invasive or poisonous plants and in a good state of fertility so that it is in a good condition at the end of the Tenancy. The cultivated area is defined as the area that is cultivated for crop or flower production. Compost bins, greenhouses, polytunnels, water butts and fruit cages are also included within the cultivated area. Allotments must be cropped and harvested. It is not sufficient to simply keep the Allotment clear of weeds or sheeted but leave it unplanted. Any such Allotments are considered uncultivated and in breach of tenancy. The Allotments will be inspected periodically by the Society. If any Allotment is assessed to be uncultivated or have an excess of accumulated rubbish, the Tenant will be sent a warning letter and if there is no improvement within 30 days of the date of that letter, the tenancy will be terminated with immediate effect. Tenants are encouraged to consider the environment and to apply the principle of Reduce, Reuse, Recycle and Repurpose materials.
16. Carpet material, tyres, asbestos, and any other deleterious materials are not permitted on the Allotment or on any other part of the Allotment Area. Presence of such material will be considered as fly-tipping in contravention of this agreement. The bringing on site of plastic or metal materials such as shelving, angle iron, bathtubs, basins or similar as well as other timber and plastic materials not relating to crop production is prohibited.
17. Not to use carpets or similar materials laid on the Allotment to control weeds; only plastic sheeting or proprietary weed control fabric/membrane may be used for this purpose (and for a limited period only).
18. To use the Allotment for the production of herbs, fruit, vegetables, and flowers primarily for the consumption of the Tenant and his/her family and for no other purpose. No produce from the Allotment may be sold. Selling produce will result in immediate termination of the tenancy. Tenants must not carry out any business from the Allotment or Allotment Area and may not use their Allotment as a place of residence and/or sleep there overnight. Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, is not permitted. Only materials for use on the Allotment (such as tools, beanpoles, cloches, pots and netting for seasonal use), may be stored there.
19. The Tenant shall only use UK-approved, commercially available herbicides, pesticides, fungicides, weedkillers and chemical fertilizers on the Allotment and shall not use weedkiller or herbicide on any path adjoining the Allotment. The Control of Pesticides (Amendment) Regulations 1997 places responsibility on anyone who uses pesticides to ensure all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment, and avoid the pollution of water. The Society recommends that Tenants cultivate their Allotment Garden with regard for wildlife. Weed control using mulch and removal by hand is preferred. The use of a foliar Glyphosate-based herbicide such as Round-Up should be restricted to one-off use in cases of severe infestation by deep-rooted perennial weeds such as bindweed, marestail and couch grass. It should only be used on a non-windy day to avoid drift onto neighbouring Allotments. Thereafter, weeds should be removed by hand, or by deep digging. Tenants have a duty of care to store, use and dispose of any pesticides, fertilisers, weed killers and fungicides properly and in accordance with the manufacturer's instructions. All such materials must be locked away securely and out of the reach of children.
20. To keep all paths on or adjoining the Allotment clean and free from weeds and accumulation of rubbish, and to keep them mown if the paths are grass. Paths between plots (not the main roads) should be between 500mm and 750mm wide (approx. 20" to 30"). Not to deposit weeds or rubbish on any other part of the Allotment Area. Tenants must mark their Allotment number such that it is legible from the adjacent main access path.
21. Pest Control. Any incidence of vermin on the Allotment Site must be reported to the Society. Poisons are not permitted. Small animal traps are permitted but must be used in such a way as to prevent accidental exposure to children or domestic animals in accordance with current legislation.
22. Children's permanent play equipment such as paddling pools, trampolines, slides, swings, climbing frames, Wendy houses and sand pits, is not permitted on plots.

Trees and Ponds

23. Not to plant trees of any description without obtaining the written consent of the Society. Permission for fruit trees may be granted provided that they satisfy the Society rules pertaining to tree type and location. It is the Society's preference that if permission is granted, such trees are grown in containers. Planting of invasive plants such as Bamboo, Japanese Knotweed, Willow, Himalayan Balsam and Giant Hogweed is not permitted. Permission is not required for the planting of fruit bushes.
24. To maintain any established trees, shrubs etc. on the Allotment such that they do not exceed 6 feet (approximately 1.8m) in height, remain within the Allotment and do not unduly shade or obstruct other Allotments or pathways. Should an established tree, shrub etc. require significant pruning, or felling, guidance shall be sought from the Site Warden or the Society. Tenants shall not cut or prune trees, shrubs etc. outside of their own Allotment.
25. Ponds on Allotments must be temporary and shall not be constructed out of concrete or any other hard landscape material. The surface area of a pond shall not exceed 1.5 square metres and shall be no deeper than 50cm. Ponds shall have a covering sufficient to prevent a child falling into the pond. The pond area will not be included as part of the cultivated area.
26. Ponds should be sited away from the perimeter of the plot and in particular at least 2m from any adjacent pathway.

Fences, Access Ways and Access

27. To protect from damage all fences and gates which are the responsibility of the Society.
28. Not to place or use barbed/razor wire for, or on, a fence adjoining any path road or access way on the land of which the Allotment forms a part. Plot fences should not overshadow neighbouring tenants.
29. Not to interfere with or remove any hedges, fences, walls or boundary marks. It is not permitted to attach to, or hang any materials on, any site perimeter fencing. Allotments adjacent to perimeter fences shall provide sufficient access for fence maintenance, typically a 1m clear strip.
30. Non-Tenants may be admitted onto the Allotment only if accompanied by the Tenant and/or with specific authorisation from the Society or Site Warden. Tenants are not allowed to give the site gate key or code to other people or to allow them to visit their Allotment unsupervised unless they are registered as a Co-worker/Joint Tenant. The Society reserves the right to refuse admission to any person as it deems fit. Children are welcome on the Allotment, but the Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches site rules, the Tenant shall be held responsible. Private gatherings of 8 people or more are not permitted on the Allotment or Allotment Area with the exception of Warden-supervised gatherings on the Communal plot (where applicable). The playing of amplified music is forbidden. Site keys shall not be copied without permission from the Society.
31. To ensure all gates by which the Tenant gains access to the Allotment are closed and locked at all times. It is not acceptable to leave the gate unlocked while the Tenant works a plot. Any breach of perimeter hedges or fences must be reported to the Site Warden.
32. The Allotment Area shall only be accessed by the designated entrance(s). Tenants shall not make any other means of entrance or exit without the written approval of the Society. In the situation where historically, a direct access has been created from a Tenant's adjacent residence, the direct access must be securely sealed when the tenant gives up the tenancy. Thereafter, the direct access can only be re-opened with the written approval of the Society.
33. Where car parking or vehicle access is permitted on an Allotment Area, the Tenant must ensure that all haulage ways have free access for other users. Motor vehicles and caravans may not be parked overnight or deposited on the Allotment or Allotment Area. The site speed limit is 5mph.

Buildings and Structures

34. Not to erect any building (including sheds, greenhouses and polytunnels) on the Allotment without the prior written consent of the Society. These buildings shall be of suitable material and dimensions as specified by the Society and must be regarded as temporary. The creation of concrete pad footings for sheds or greenhouses, or concrete pads for paving, or any solid brick and cement structures is prohibited. The building shall be maintained by the Tenant(s) in good repair and condition. Any structure, or other item, considered hazardous shall be removed after instruction from the Society. Failure to do so will see the Society remove the structure or item with costs charged to the Tenant and may result in termination. Any building and possessions held on the Allotment Areas are at the Tenant(s) own risk. The plan size of a greenhouse and shed shall each not exceed 6x8 feet (approximately 1.8x2.4m) and the total area of all non-cultivated buildings (i.e. buildings that do not contain cultivation) on the Allotment shall not exceed 25% of the Allotment area. The use of glass bottles for any form of construction or raised bed is forbidden. The area taken by sheds is not considered as cultivated.

35. Not to store petrol oil or similar fuel or lubricants on the Allotment except in the tanks of machinery, or with proper precautions and only in such quantities as may be reasonably required for day-to-day use. Usage of such materials should be undertaken with caution. If hazardous materials such as asbestos are found on the Allotment or Allotment Area, please inform the Site Warden.

Water and Bonfires

36. Not at any time to use oscillators or sprinklers, nor to leave a hosepipe unattended. Hosepipes must be hand-held and have a gun attachment. The Tenant must ensure the tap used is fully turned off when watering is completed. Automatic irrigation systems connected to the mains are not permitted. Similarly, irrigation systems using permanent buried pipe, irrespective of its water supply, are not permitted. All standpipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants.
37. Siting and elevation of water butts shall take due regard to the safety of others, particularly that of children. If there is any reasonable risk of a person falling into a water butt, the butt shall be fitted with a secure lid.
38. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
39. Not to light any bonfire anywhere on the site except during the period of 1st to 10th November. Bonfires are permitted for the burning of un-treated or un-painted wood waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited. Bonfires during this period must not be lit before late afternoon and must strictly adhere to the Society's insurers conditions which state:-
- a. fires are to be in a cleared area at a distance of at least 10 metres from any property;
 - b. fires are not to be left unattended at any time;
 - c. a suitable fire extinguishing appliance to be kept available for immediate use;
 - d. fires to be extinguished at least one hour prior to the Tenant leaving the site
40. Not to burn or deposit, and to remove all non-combustible or non-compostable material e.g. plastics, from the Allotment as soon as is reasonably practicable.
41. Barbeques are permitted on the Allotment but with due consideration of potential nuisance to other Tenants or nearby residents.

Animals on Allotments

42. Not to keep on the Allotment any animals or livestock of any description except to the extent permitted by Section 12 of the Allotment Act 1950, and only then with the prior written consent of the Society and in strict compliance with the Society Rules for Keeping Chickens on the Allotment.
43. Not to take any dog or other animal onto the Allotment Areas unless it is on a lead and kept restrained at all times whilst there. The Tenant must remain with the animal and ensure that any faeces is removed and disposed of off-site. Tenants with persistently barking dogs or dogs that harass Allotment Tenants will be put on notice and shall have dogs barred from Allotment Areas. The burial of any pets or animals on any Allotment or Allotment Area is forbidden.
44. Bee keeping is only permitted on specific Allotments within the Allotment Area and is subject to the approval of the Society. Beekeepers shall comply with the Society's rules for bee keeping, in particular, to show proof of membership of the Surrey Beekeepers' Association (which includes indemnity insurance), and to maintain this membership throughout the tenancy.

Termination

45. Upon the termination of this tenancy, quietly and promptly to give up the Allotment to the Society in a suitable condition that the Allotment may be immediately re-let. The Allotment must be cleared of all the Tenant's(s') property, including, but not limited to any shed and tools, within the time given by the termination letter. In the event the Society incurs costs in putting the Allotment into a state fit to re-let then the departing Tenant(s) will be liable for these costs.
46. In the event that the tenancy is terminated for non-cultivation, the Tenant will not be permitted to apply for another Allotment within three years of the termination. If the tenancy is terminated for any other reason, the Tenant will be banned from taking a GACSL Allotment at any time.

APPENDIX II
RENT AND CHARGES

as amended from time to time in accordance with Clause 11 of this Agreement

Ground Rent: £3.60 per rod per annum.

Charges: Water £3.40 per rod per annum

Administration, insurance and National Allotment Society Subscription; £5.00 per Tenant and Joint Tenant per annum (payable to GAS when applicable)

Key deposit (varies with site), one-off, refundable on termination of the tenancy.



Photo 1: Main access gates from Dennis Way



Photo 2: Signage and pedestrian access gate from Dennis Way [NB There is an additional pedestrian gate for access for those allotment holders accessing the site from Harry's Meadow, Jacobs Well]



Photo 3: Footpath to the left of the main access gates towards Harry's Meadow



Photo 4: Footpath from Harry's Meadow towards main gate (Royal Mail building on right of photo)



Photo 5: Buildings on site

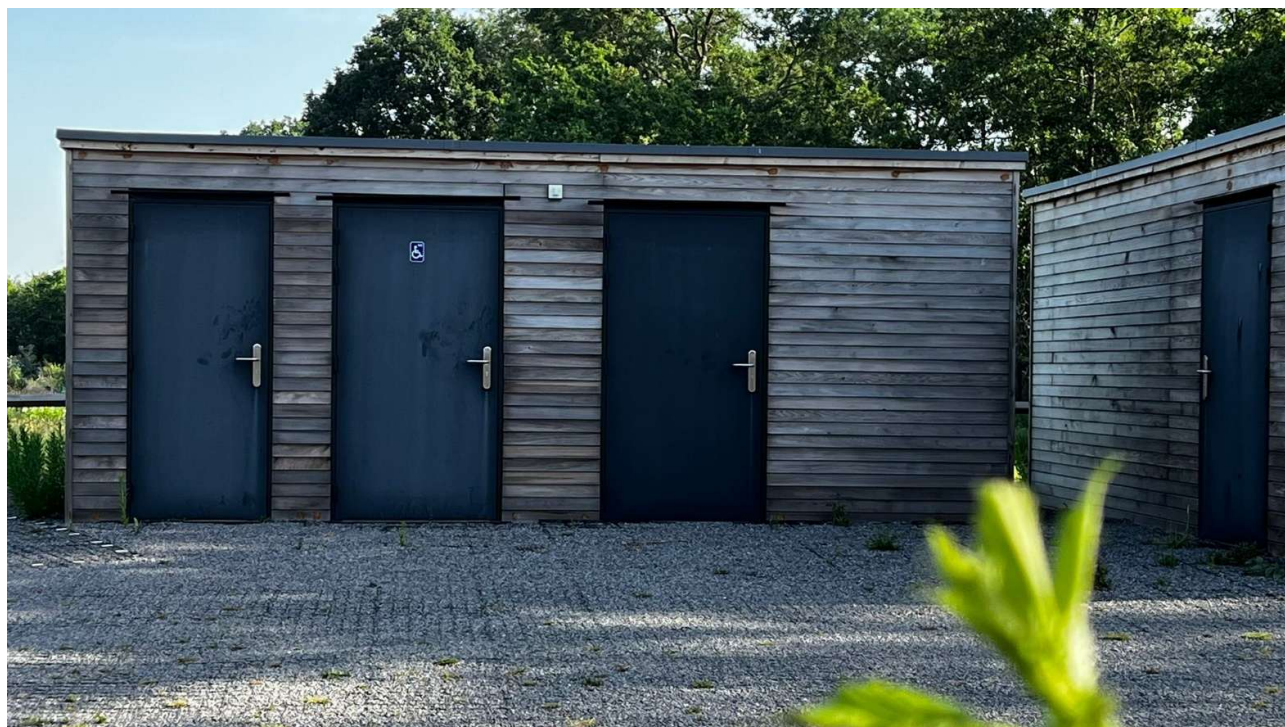


Photo 6: Buildings on site



Photo 7: Polytunnels and sheds on plots



Photo 8: Weed ingress on gravelled areas



Photo 9: Weed ingress at edge of tarmac road



Photo 10: A let plot



Photo 11: A shed on a vacant plot

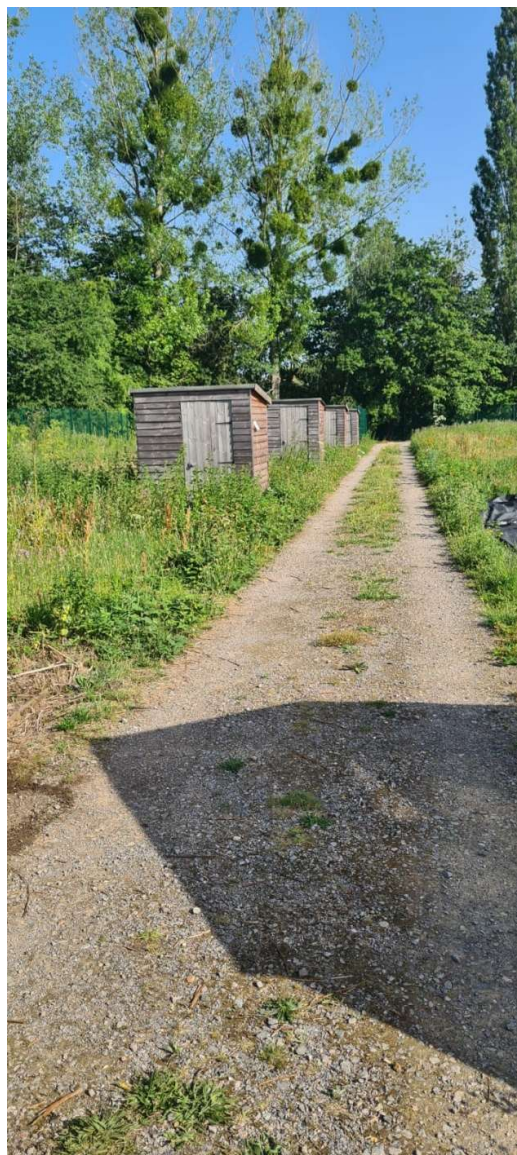


Photo 12: Weed growth to footpath on site



Photo 13: Fencing to plot and well-maintained plot



Photo 14: A further well-maintained plot



Photo 15: Another well-maintained plot

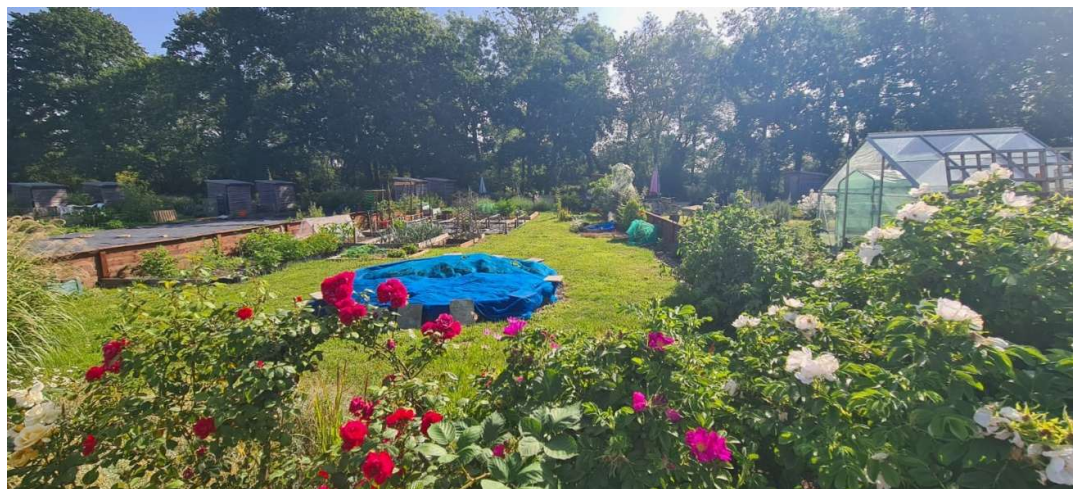


Photo 16: This plot is utilised by a family who live in a flat so this is their only private outdoor space



Photo 17: This shows a well-tended plot neighbouring an unoccupied plot



Photo 18: Walkway inside the allotment boundary highlighting overhanging trees (Also located on GBC property but outside of the secure perimeter fencing)

Appendix D - Comparable allotment charges in nearby parishes

Albury Parish Council

Full plot	£66	Half plot	£33
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Plus £5 administration fee and £30 water fee

Ash Parish Council – from 01.04.2026

Full plot	£59.50	Half plot	£29.75
Pensioner rate – full plot	£29.75	Pensioner rate – half plot	£14.85

Plus apportioned water charges

Brockham Parish Council – from 01.04.2026

Full plot	£40	Half plot	£25	Quarter plot	£15
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Plus a one-off refundable £40 deposit fee

Cranleigh Parish Council

Full plots	£55 to £120	Half plots	£32 to £50
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Plus water charges of between £10 and £15.

Shed/greenhouse/polytunnel installation fee of £500 + VAT

Farnham Town Council

Full plot	£67.50
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Plus £2 Allotment Society Public Liability Insurance annually and a one-off non-refundable £70 administration fee

Late payment fee of £20 to collect outstanding rents

Allotment year runs 1st October to 30th September

Farnham Town Council has resolved that the allotments operate at a break-even point

Ripley Parish Council

Full plot	Resident £54 Non-Resident £100	Half plot	Resident £27 Non-Resident £50
Full plot [concessions]	Resident £36 Non-Resident £70	Half plot [concessions]	Resident £17 Non-Resident £35

Send Parish Council – not easily accessible

Believed to be:

Full plot	£50.40	Half plot	£25.20
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With a £5 discount for concessions

Shalford Community Council

Full plot	£30	Half plot	£15
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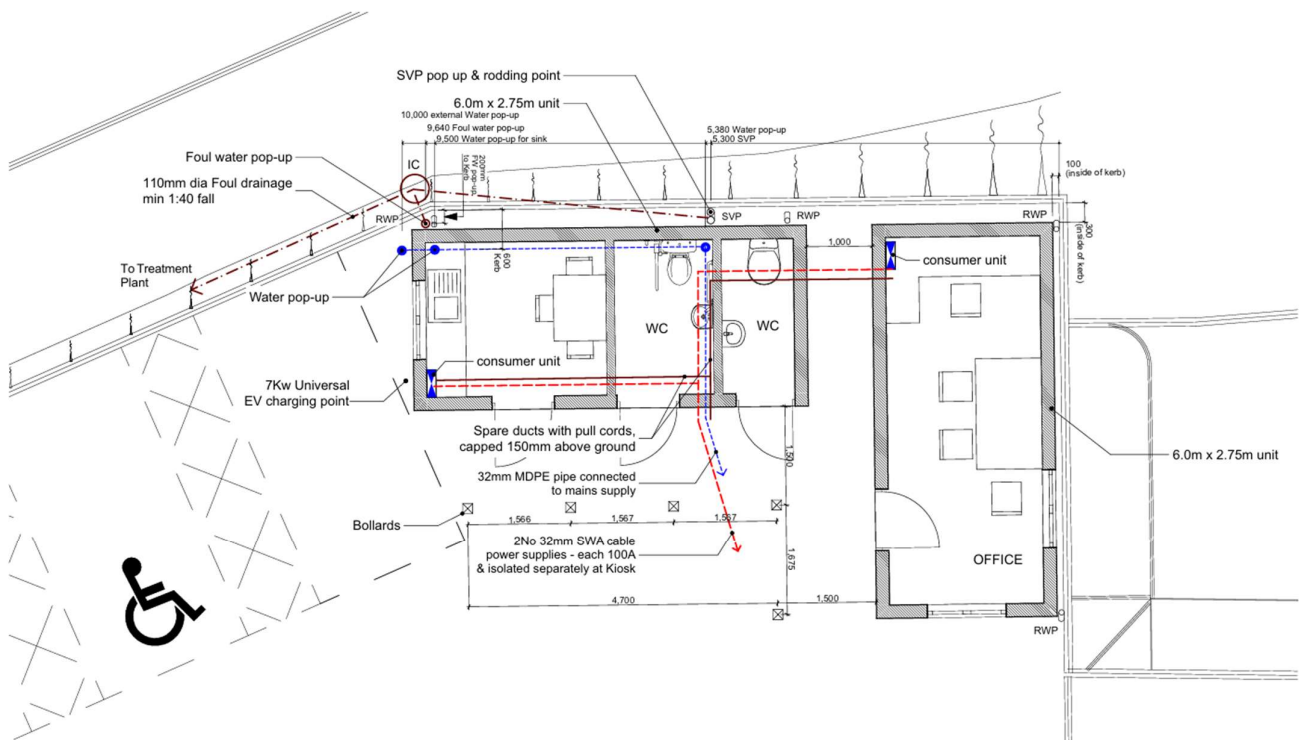
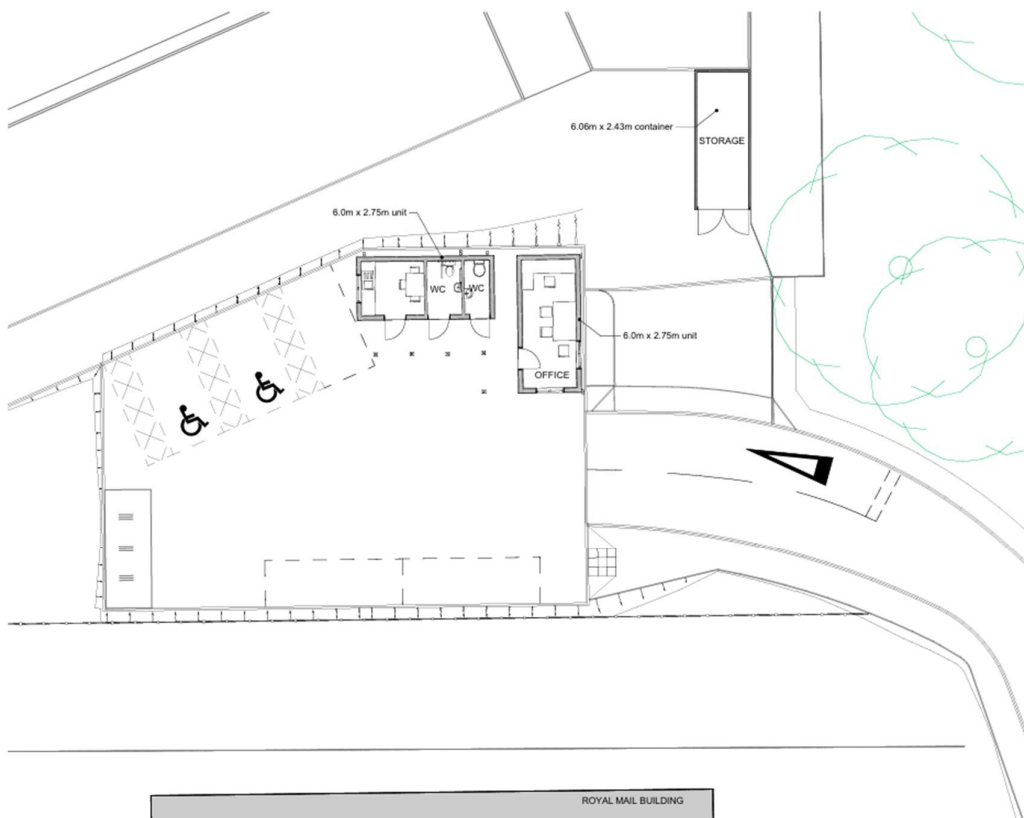
Woking Borough Council

Full plots	£65 to £105	Half plots	£30 to £55	Small sites	£25
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Windlesham Parish Council

Full plot	£40	Half plot	£25
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Appendix E - Site layout as per the planning application and internal plans for the structures located onsite



1:50 FLOOR PLAN

1:50

Appendix F - SWOT Analysis – Potential Transfer of North Moors Allotments to Worplesdon Parish Council

This SWOT analysis considers the potential implications for Worplesdon Parish Council taking on responsibility for the North Moors Allotments.

Strengths	Weaknesses
• Local accountability – majority of tenants live within Worplesdon Parish. • Experience managing community assets. • Closer relationship with tenants. • Opportunity to improve the site. • Potential access to grants. • Supports community wellbeing and biodiversity.	• Additional staff workload (~20 hours/month estimated). • Potential annual operating deficit (~£1,000). • No proposed financial dowry. • Limited specialist allotment knowledge. • Reliance on volunteers. • Unknown maintenance backlog.
Opportunities	Threats
• Shape future management. • Increase occupancy by subdividing plots. • Develop community partnerships. • Environmental enhancements. • Potential planning contributions. • Demonstrate community leadership. • Negotiate favourable transfer terms.	• Unknown legal liabilities. • Rising utility, insurance and maintenance costs. • Capital expenditure requirements. • Tree liabilities. • Crime, vandalism and fly-tipping. • Reputational risk. • Local Government Reorganisation uncertainty.

Overall Assessment

The proposal presents a moderate opportunity with moderate-to-high risk. The strongest case in favour is that most allotment holders are Worplesdon residents and local management could improve responsiveness and community engagement. However, significant uncertainties remain around long-term financial sustainability, legal liabilities, maintenance responsibilities, staffing capacity and infrastructure costs. The Council should continue due diligence before making any commitment, ensuring that legal, financial and operational implications are fully understood and that transfer terms appropriately protect the Council.