



Stapleford Abbots Parish Council

COMMUNITY LAND MANAGEMENT POLICY

Version: 1.2

June 2022

A Scope

This policy applies to the Stapleford Abbots Parish Council. Where the term ‘staff’ is used, this includes any staff (paid and voluntary) working for the Council. This policy is aimed at all Councillors and staff working for Stapleford Abbots Parish Council.

B Confidential Notice & Intellectual Property

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C Document Details

Policy	<i>Community Land Management Policy</i>
Policy Statement	<i>This document sets out a Community Land Management Policy to use by Stapleford Abbots PC</i>
Version Number	<i>1.2</i>
Version Date	<i>01/06/2022</i>
Review Date	<i>01/04/2023</i>
Author	<i>SAPC</i>
Responsible Owner	<i>Stapleford Abbots Parish Council</i>
Approving Body	<i>Stapleford Abbots Parish Council</i>

D Revision History

Version	Revision Date	Details of Changes	Author
1.0	05/11/2019	First version	SAPC
1.1	01/06/2021	Second version	SAPC
1.2	01/06/2022	Current version	SAPC

E Freedom of Information

If requested, this document may be made available to the public and persons outside the Council as part of Stapleford Abbots Parish Council's commitment to transparency and compliance with the Freedom of Information Act.

F Accessibility

This document can be made available in other styles, formats, sizes, languages and media in order to enable anyone who is interested in its content to have the opportunity to read and understand it. Any such requests should be made to the Clerk.

G Dissemination

This policy will be disseminated to all staff. All staff will have to read this policy at publication and every time there is an update or change to the policy. The Stapleford Abbots Parish Councillors will have the overall responsibility for implementing the policy.

H Review

This policy will be reviewed every year or when new evidence, policy or guidelines come to light necessitating an update / change. The policy review and update will be the responsibility of the Stapleford Abbots Parish Council.

1. Introduction

Stapleford Abbots Parish Council (“the Council”) owns and manages a number of plots of land that have been gifted to the Council for the benefit of the community. This policy aims to bring together all relevant history and management information regarding community spaces managed by Stapleford Abbots Parish Council.

For clarity working days refers to Monday to Friday inclusive.

2. Community land

The Council owns and manages a number of pieces of community land.

There are four plots:

1. Plot 1 Cricket field; with a rent of £1,320 per annum.
2. Plot 2 Bournebridge Lane; with a rent of £1,099 per annum
3. Plot 3 Stocks Lane North; with a rent of £492.25 per annum
4. Plot 4 Stocks Lane South; with a rent of £772.75 per annum

Plots were all left to the Parish Council by local Parishioners for the benefit of the community.

3. Tenancy agreements and payments

The current 2019 tenancy agreement is attached as Appendix 1. Tenancy agreements will be issued annually in May each year for a period of 12 months or, at the discretion of the Council, may be placed on a rolling tenancy for up to three years.

Rent is payable twice per year to the Council in advance;
by 1st May - for the period May to October inclusive, and
by 1st November - for the period November to April inclusive.

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If rent remains unpaid, by the above timeline, a reminder letter will be sent within 10 working days.

Tenants will have 30 days to settle the outstanding debt. If they fail to make the payment within these 30 days, they will be issued with a letter of termination of the tenancy agreement. This letter will give the tenant 30 days notice to quit the site.

This allows over 40 working days leeway for payment stated in the current tenancy agreement.

The letter of termination will give the tenant a further 30 days notice to vacate the plot.

4. Inspection of plots

Plots will be inspected annually as a routine, by a minimum of 2 members of the Council and/or the Parish Clerk. The tenant will be invited and has a responsibility to attend or to send a representative. If the tenant fails to respond, attend or send a representative the inspection will be carried out in their absence.

Tenants will be given notice of 15 working days of the annual inspection.

In the case of a problem outside of the annual inspection an inspection will be arranged with at least 2 Councillors and/or the Clerk. If any issues are highlighted by the tenant, neighbours, officials (including but not limited to Epping Forest District Council, RSPCA) or any other parishioners the plot will be inspected within 15 working days. The tenant will be informed of the visit, the reasons for it and be given notice to attend to review the problem and agree remedies or contributing factors. Two dates will be offered and the inspection will be carried out in the absence of the tenant if the tenant fails to agree one of the proposed dates.

If there is a need for improvements or changes the tenant will be given a timeframe in which to make the changes identified. This will be put in writing to the tenant within 5 working days of the inspection.

Appendix 2 is the form to be used to record the inspections

5. Income

The annual income receivable by the Council is £3684 from the four community land plots. This income is used for Council general purposes and lowers the Precept demanded from the parishioners via Council Tax. The Council will give due consideration to the appropriate use of this income for the public benefit of Parishioners.

6. Waiting list

There is no waiting list

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When a plot becomes available the Council will make an announcement at the next Parish Council meeting and advertise through the parish noticeboards and the Link Up magazine.

Those expressing an interest in the tenancy will be invited to detail their intentions, through a set of questions provided, ensuring that they understand the responsibilities of the tenancy.

The priority will go to individuals living in the Parish of Stapleford Abbots and to individuals who wish to graze horses, care for other animals or grow crops for personal use.

7. Reporting

Community space will be a standing agenda item for each of the monthly Parish Council meetings.

One Councillor will take the lead for Community spaces from the Council membership for a two year period.

In accordance with the Council's Privacy Policy, for clarity and to maintain confidentiality; no personal details will be discussed or minuted at a Council meeting. The Council will discuss in private if personal details are relevant.

Personal details of tenancies are confidential and will be treated in this manner. Similarly, any other personal details appertaining to reported issues about a plot or individual tenants will also be kept confidential.

If a member of the public raises an issue or problem at a council meeting, the matter will be dealt with sensitively and the public advised that personal details identifying any particular individual cannot be discussed in a public meeting. The Chair will agree to discuss the issue in private after the meeting.

If a general question or issue is raised which does not involve identification of tenants or local neighbours the issue will be discussed at the discretion of the Chair to ensure confidentiality is maintained.

Contact Details

Stapleford Abbots Parish Council

Clerk to the Council: Elizabeth Thomas

c/o 132 Bentley Drive, Church Langley, Harlow CM17 9QY

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Phone: 07599 249962

Email: StaplefordAbbotsParishCouncil@gmail.com

Appendix 1

Tenancy Agreement

An agreement made this day ...date... between Stapleford Abbotts Parish Council (hereinafter called “the Council”) and ...name... (hereinafter called ‘the Tenant’) in the other part.

WHEREBY:

- 1 The Council agrees to let and the Tenant agree to take on a yearly tenancy from ...date..., the plot of community land known as.....name & plot number.... at a yearly rental of £... payable in two half yearly instalments of £... payable by 1st April and 1st October for the forthcoming six month period for the purpose of ...e.g. grazing horses....

- 2 The Tenant hereby agrees with the Council as follows:

- a. To pay the rent hereby reserved in two instalments by 1st May and 1st November every year during the continuance of this tenancy without deductions whatsoever.
 - b. The rent may be varied by the Council serving not less than one month written notice on the Tenant, and such notice shall be deemed to form part of this Agreement.
 - c. To keep the field clean, free from weeds that could be harmful to animals or the environment otherwise maintain it in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds.
 - d. The Tenant shall keep every hedge that forms part of this field including the boundary thereof properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on the field.
 - e. Not to cause or permit any nuisance or annoyance to the occupier of any other adjoining field or encroach on any path or roadway.
 - f. Not to underlet, assign or part with the possession of the field or any part thereof without the prior consent in writing of the Council.
 - g. Not without the prior consent in writing of the Council to erect any building on the field AND in regard to any building for which consent has been granted to erect the same in accordance with plans or specification (and of materials specified therein) submitted to the Council by the Tenant. Should an existing building be converted within planning law for another use the expense incurred would be the sole responsibility of the Tenant. Should the existing building be converted the annual rent would not be increased because of the conversion but would still be subject to clause ‘b’ above. Should planning permission be required for the conversion the planning application would be submitted by the Council.
 - h. Not to deposit or allow other persons to deposit on the field any refuse or decaying matter, or place any matter in any hedges, ditches or dykes situated on the said site or in any adjoining land.
 - i. Not to erect any notice or advertisement on the site.
 - j. To notify forthwith the Council of any change of address of the Tenant.
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- k. To yield up the site at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreement herein contained.
 - l. To permit any officer or other agent or representative of the Council to enter on the field and inspect the condition thereof and of any building erected or being

erected thereon. m. To observe and perform any other special conditions which the Council consider necessary to preserve the site from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 of the Agreement.

3 The Council hereby agrees with the Tenant that the Tenant observing and performing the condition and obligation on his part contained in this Agreement may peaceably use and enjoy the site without any interruption by the Council or any person claiming under or in trust for the Council.

4 This tenancy shall determine on the death of the Tenant and may also be determined in any of the following manners.

- a. by either party giving to the other twelve months previous notice in writing expiring on or before the thirty first day of December.
- b. by re-entry by the Council at any time after giving one month previous notice in writing to the Tenant.
 - i. if the 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 a breach of the conditions and obligations on the part of the Tenant herein contained; or
 - iii. if the Tenant shall become bankrupt or compound with his creditors.

5 Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk for the time being and may be served on the Tenant either personally, by email or by leaving it at his last known place of abode or by prepaid post addressed to him there or by fixing the notice in a conspicuous manner on the site AND any notice required to be given by the Tenant to the Council shall be sufficiently served if signed by the Tenant and sent by prepaid post to their Clerk.

AS WITNESS the hands of the parties hereto:

Representative on behalf of the Council

Signed

Date

Tenant

Signed

Address

Email

Date

This is the Excel sheet used for the management of inspections of each plot **Highlighted in red** is what would be taken to the inspection on site

Plot 1 The Cricket Pitch, Albyns Lane

Tenant Contact Purpose Horse grazing

Start of tenancy unknown

█

Inspections

Criteria :

Inspection date **Inspected by** **Comments**

Required action

█

Tenant

comments

Fence fully in-tact and secure

Land well kept and

adequate for purpose

Rubbish free Hedgerow well-kept,

ditches clear

Weed free including adjoining roadways etc

Fertility of the land

Structures on site & permission

Other -

Completion (dates)									
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Re-inspected

date

█

Comments

Required action

Complaint (if not annual inspection)

details ...

█

█

as above									
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does and services

